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MASTER ON-CALL AGREEMENT

THIS MASTER ON-CALL AGREEMENT (the "**Agreement**") is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "**City**") and **ENVIRONMENTAL HAZMAT SERVICES, INC.**, a Colorado corporation, whose address is 4745 Independence Street, Wheat Ridge, Colorado 80033 (the "**Contractor**") (jointly, "**the Parties**").

RECITALS

WHEREAS, the City is seeking to act with urgency to obtain professional services in response to incidences involving the management of, and disposal of hazardous materials and regulated wastes to the City on an on-call basis; and

WHEREAS, the City has determined to accept the bid of the Contractor; and

WHEREAS, the Contractor hereby binds itself, subject to the terms and provisions of this Agreement, to perform all the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the promises and the mutual benefits from the covenants hereinafter set forth, the Contractor and the City agree as follows:

1. COORDINATION AND LIAISON: The primary departments to request performance of Services under the Agreement will be the Executive Director of Public Health and Environment ("**DDPHE**"), or Designee, and the Denver Department of Aviation ("**DEN**"). For services performed at DEN, "User Agency" means DEN. If DEN is the User Agency, "**CEO**" means the Chief Executive Officer of DEN. For all other User Agencies, "Manager" refers to the Manager of the DDPHE. "Authorized Representative" means the person(s) duly authorized to request Services for the User Agency.

2. SERVICES TO BE PERFORMED:

(a) Subject to the terms of the Agreement and as directed, Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in the Scope of Services, a copy of which is attached as **Exhibit A** ("**Services**") to the City's satisfaction.

(b) Records:

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(1) Contractor is prohibited from destroying or discarding any critical records or document and shall maintain them in the Denver Metropolitan Area. Upon request, Contractor shall provide the City with the critical records and documents in the format (i.e., hard copy or electronic or both) and in the time period requested. Without limitation, critical records include: plans, drawings, diagrams, photographs, specification sheets, instruction manuals, warrantee cards, work orders, receipts, invoices, timecards, payroll forms, tickets, shipping papers, test results, laboratory reports, training records and certificates, licenses, permits, and correspondence from local, state and federal authorities. Critical records also include any item containing information that documents conditions, decisions, actions or costs significant to Contractor's provision of service to the City or significant to the short-term or long-term financial or legal obligations of the City.

(2) Contractor shall generate all manifests or other documentation of transport and delivery, transport and disposal, or transport and transfer of possession of products, equipment, wastes, scrap or secondary materials as appropriate to the activity. Contractor shall submit copies of all manifests or other records of disposal or transfer of possession of wastes, scrap or secondary materials to the Authorized Representative, and if DEN is not the User Agency, Contractor shall also submit copies, or the original where permitted, to the Authorized Representative of DDPHE.

(3) In addition to other record requirements, upon request, Contractor shall procure and provide the originals of critical documents, including, without limitation, owners documents, titles, reports and test results, permits obtained on its behalf, generator copies of manifests to the Authorized Representative of DDPHE or DEN, as requested. If it is impractical or impossible to provide originals of these documents because of legal records distribution procedures, Contractor shall procure and provide fully legible high fidelity copies of the original (accurately showing colors, annotations and fine lines) to the Authorized Representative of DDPHE or DEN, as requested.

(c) **Disposal**: For each request for Services, Contractor must obtain express prior written approval from the Authorized Representative of DDPHE or DEN for the destination facility and for the means of waste treatment and disposal. Contractor, however, is not required to obtain prior written approval from DDPHE or DEN for the disposal of non-hazardous wastes at the Denver Arapahoe Disposal Site ("**DADS**") and shall dispose of all non-hazardous wastes at

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

DADS, provided the non-hazardous waste is accepted at DADS. For non-hazardous waste not accepted at DADS, Contractor shall dispose of that non-hazardous waste at the facility requested by the Authorized Representative of DDPHE or DEN.

(1) Contractor shall comply with and shall not cause the City to be in violation of Executive Order 115, including Memorandum 115A ("**XO 115**"), which is hereby incorporated by reference. Contractor may not directly pay the City's landfill operator at DADS and shall provide invoices for disposal at DADS to the User Agency. If Contractor fails to comply with this provision, the City is only obligated to pay Contractor based on the rate that would have been charged at DADS had Contractor complied with those provisions.

(2) Contractor may use existing approved waste profiles whenever possible. Contractor shall seek out and use the most environmentally protective yet economical means of materials and waste management, recycling and disposal available and as allowed by regulation.

(3) In connection with Services, no wastes may be shipped outside of the continental United States for any purpose without express prior written approval of the Manager.

(d) **Notice to Proceed**:

(1) Services will be authorized through a written or verbal notice to proceed ("**NTP**"). Each NTP will set forth the scope of work and will be issued by an Authorized Representative. Subject to and in accordance with the terms of the Agreement, Contractor shall comply with the NTP. Services performed by Contractor, including preparations made by Contractor, before receipt of a written NTP or a verbal notice to proceed in accordance with the respective provisions below are made at Contractors own risk.

(2) **Written Notice to Proceed**. Except as indicated in paragraph (d)(3) below, no Services may commence before receipt of a written NTP detailing a defined scope of work from an Authorized Representative. In all situations other than those listed in paragraphs (d)(3) below, Contractor shall participate in a deliberate and collaborative process with the User Agency. This process includes an exchange of the documents listed below or alternative documents containing similar information. When requested by the User Agency, Contractor must provide the City with more than a single management option and associated costs.

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

(A) A detailed written description of the scope of work requested by the user agency;

(B) A written, line item level of detail cost estimate for the requested scope of work by Contractor; and

(C) A written NTP describing agreement on cost, schedule, points of contact, deliverables and supporting documentation by the user agency.

(3) **Verbal Notice to Proceed**. Contractor shall act on a verbal notice to proceed only when the criteria listed below in 2(d)(3)(A)(B)(C) are satisfied. Provided the criteria below are satisfied, anytime a verbal notice to proceed is issued, Contractor shall perform the initial scope of work and shall clarify its understanding of the scope of work with the Authorized Representative who issued the verbal notice to proceed. Contractor shall use its best judgment to establish and understand the scope of authority of the individual on whose order it acts. Designation of authority to command resources under this contract will differ among User Agencies and programs.

(A) Hazmat response is needed urgently to address an emergency situation; or

(B) Hazmat management services must proceed without delay to prevent an increased risk to public safety, public health or the environment or to address an existing recognized undue risk to public health or the environment; and

(C) The verbal notice to proceed is issued by an Authorized Representative of DDPHE or DEN.

(e) For all Services, Contractor shall make all necessary notifications to local, state, and federal authorities regarding storage, handling, and transport of hazardous materials and hazardous waste.

3. **TERM**: The term of the Agreement will commence on the date set forth on the City's signature page and will expire three years thereafter; however, at the City's option the Agreement may be amended to extend the term for up to two (2) additional one-year periods.

4. **COVENANTS; WARRANTIES**: Contractor warrants that it is ready, willing, and able to provide the services required by the Agreement and covenants that it 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

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

those described in the Agreement and in accordance with the terms of the Agreement. Contractor further covenants that upon the occurrence of any of the events listed below, it shall notify the Manager of DDPHE within seventy-two (72) hours of the occurrence.

(a) Contractor (including any affiliate or its parent company) has been served with notice of a violation of any law, regulation, permit or license which is related to the Services.

(b) Proceedings have been commenced against Contractor (including any affiliate or its parent company) that could result in revocation of permits or licenses that relate to Services.

(c) Contractors' (including any affiliate or its parent company) permits, licenses, or other governmental authorizations relating to the Services have been revoked.

(d) Litigation has been commenced against Contractor (including any affiliate or its parent company) relating to the Services.

(e) Contractor has reason to believe or is aware that equipment or facilities used for Services under the Agreement are not in compliance with applicable laws, regulations, permits or licenses.

(f) Contractor has reason to believe or is aware that it, including its officers, employees, independent contractors, subcontractors, have been involved in an accident or incident involving hazardous wastes or hazardous materials that it has reason to believe or is aware were generated by the City.

(g) Contractor has reason to believe or is aware that a destination facility (landfill or other Treatment, Storage, or Disposal Facility) to which hazardous wastes or hazardous materials were sent under the Agreement has been cited by state or federal authorities for failure to comply with environmental law, permits, licenses or certificates required for operation have been suspended or revoked; has been closed for any reason, or otherwise becomes unsuitable to receive the types of wastes it formerly received.

5. **TRAINING**: At its sole expense, Contractor is responsible for all required training. Upon request, Contractor shall provide a copy of all training certificates for its employees, including those of all sub-contractors. When training of workers for a specific duty is required by law, Contractor shall ensure that only properly trained individuals are assigned to and actually perform the duty for which training is required; training for each worker is up to date and

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

meets all refresher requirements; and a physical record of certification of training and refresher training exists for each worker.

6. TIME IS OF THE ESSENCE: Time is of the essence in performing Services requested under the Agreement. Contractor shall comply with all time frames.

7. ACCESS TO NON-CITY OWNED REAL PROPERTY: When access to real property owned by third parties must be gained to perform work under the Agreement, Contractor is responsible for obtaining the necessary permission and releases from the property owner to allow Contractor to gain access and work on non-City property. For access to private property temporarily under control of Denver Police or Fire departments, Contractor must obtain permission to enter from the on-site commander and comply with all requested precautions.

8. COMPENSATION AND PAYMENT:

(a) As full and complete compensation for the services rendered and costs incurred under the Agreement, Contractor will be paid the lesser of either a maximum fee to be set forth in the applicable NTP or an amount based on Contractor's periodic invoices. Amounts billed for services rendered must be based on the rates provided in the Budget, a copy of which is attached as **Exhibit B**. Except as specifically provided in **Exhibit B**, there are no reimbursable expenses allowed under the Agreement and all of Contractor's expenses are contained in the Budget in **Exhibit B** with all overhead costs to be borne by Contractor exclusively as a business cost. Overhead costs include, without limitation, those related to faxing, document reproduction, telephone and cellular phone service, computer processing, preparation of proposals and estimates, pre-project site visits, inquiries, research, and general project recordkeeping and organization.

(b) Invoicing: Contractor shall send a monthly invoice or per project invoice, as applicable, to the appropriate User Agency at the address set forth in Section 23. The invoice must include the date of Service(s) performed and the identity of the Authorized Representative and must be in a format and have a level of detail acceptable to the User Agency. Contractor shall provide all supporting documentation, including receipts, manifests, bills of lading, sub-contractor invoices, and any other supporting documentation requested by the City, with the invoice. Contractor shall also submit payroll-related documentation separately and at a time and frequency required to comply with the City's prevailing wage ordinance. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

(c) **Maximum Contract Amount**:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **FIFTEEN MILLION DOLLARS AND NO CENTS ($15,000,000.00)** (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 Contractor beyond that specifically described in **Exhibit A.** Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

(2) It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of this Agreement and paid into the Treasury of the City. The City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years and this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

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

10. **TERMINATION**:

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

(b) Notwithstanding the preceding paragraph, the City may terminate the Agreement if Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, 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.

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

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

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

11. EXAMINATION OF RECORDS AND AUDITS:

(a) Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. 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 the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

(b) In connection with any services performed hereunder on items of work for DEN toward which federal funds may be received under the Airport and Airway Development Act of 1970, as amended, the City, the Federal Aviation Administration, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor that are directly pertinent to a specific grant

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

program for the purpose of making audit, examination, excerpts, and transcriptions. The Contractor further agrees that such records will contain information concerning the personnel, hours and specific tasks performed, along with the applicable federal project number.

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

13. INSURANCE:

(a) General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, 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, 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. 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.

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

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

(c) **Additional Insureds**: For Commercial General Liability, Business Auto Liability, Professional Liability, and Contractors Pollution Liability (excluding the Errors & Omissions portion of the policy), Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured and any other person or entity upon written request by the City.

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

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

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

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

the Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes the Agreement.

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

(h) **Business Automobile Liability**: Contractor shall maintain Business 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, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the contractors' pollution liability policy is an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

(i) **Contractors Pollution Liability (Including Errors & Omissions)**: Contractor shall maintain limits of $1,000,000 per occurrence and $2,000,000 policy aggregate. Policy to include bodily injury; property damage including loss of use of damaged property; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and cleanup 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) **Professional Liability (Errors & Omissions):** Contractor shall maintain minimum limits of $1,000,000 per claim and $1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.

14. **DEFENSE AND INDEMNIFICATION**:

(a) 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

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

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

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

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

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

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

16. ASSIGNMENT; SUBCONTRACTING: Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under the Agreement without obtaining the Manager of DDPHE's prior written consent. Any assignment or subcontracting without this consent will be ineffective and void, and shall be cause for termination of the Agreement by the City. The Manager of DDPHE has sole and absolute

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

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

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

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

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

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

21. CONFLICT OF INTEREST:

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

(b) Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of Contractor by placing Contractor's own interests, or the interests of any party with whom Contractor has a

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given Contractor written notice describing the conflict.

22. NOTICES: All notices and submittals required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at as indicated below. Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.
If to the Department of Public Health and Environment:

Executive Director of Public Health and Environment or Designee
101 W. Colfax Avenue, Suite 800
Denver, Colorado 80202

If to the Denver Department of Aviation:

Denver Department of Aviation
Environmental Services
8500 Peña Boulevard, Department 1630
Denver, Colorado 80249-6340

With a copy of any notice concerning breach or termination to:

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

23. DISPUTES: All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f), or for matters involving the Department of Aviation, D.R.M.C. § 5-17. For the purposes of that administrative procedure, the City official rendering a final determination will be the Manager or CEO. The Manager's or CEO's determination resulting from an administrative hearing will be final.

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

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

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

26. **COMPLIANCE WITH ALL LAWS**:

(a) 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.

(b) Without limiting the foregoing, Contractor shall comply with all local, state, and federal regulations regarding environmental protection, worker protection, and public safety, at all times, including, without limitation:

- Solid and hazardous waste management per the Resource Conservation and Recovery Act (RCRA) as administered by state authorities.
- Workplace safety per the Occupational Safety and Health Act.
- Transportation safety per title 49 of the Code of Federal Regulations.
- Radioactive materials management per title 10 of the Code of Federal Regulations.

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

- Wastewater discharge per the Clean Water Act and applicable regulations and guidelines promulgated by the Colorado Department of Public Health and Environment.

- Metro Water Recovery District Rules and Regulations Governing the Operation, Use, and Services of the System.

- International Fire Code, as amended and adopted by the City.

- Relevant building and electrical codes.

27. PREVAILING WAGE:

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

(b) Date bid or request for qualifications/proposals was advertised: **May 26, 2023.**

(c) 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 Agreement, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

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

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

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

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

28. PAYMENT OF CITY MINIMUM WAGE: Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing Sections shall result in the penalties and other remedies authorized therein.

29. AIRPORT SECURITY:

(a) It is a material requirement of this Agreement that the Contractor shall comply with all rules, regulations, written policies and authorized directives from the City and/or the Transportation Security Administration with respect to security at Denver International Airport ("**Airport**"), including as such rules may be amended during the Term. The Contractor shall conduct all of its activities at the Airport in compliance with the Airport security program, which is administered by the Security Section of the Airport Operations Division, Department of Aviation. Violation by the Contractor or any of its employees, subcontractors or vendors of any rule, regulation or authorized directive from the City or the Transportation Security Administration with respect to Airport Security shall be grounds for immediate termination by the City of this Agreement for cause.

(b) The Contractor, promptly upon notice of award of this Agreement, shall meet with the Airport's Assistant Security Manager to establish badging and vehicle permit requirements for Contractor's operations under this Agreement. The Contractor shall obtain the proper access authorizations for all of its employees, subcontractors and vendors who will enter the Airport to perform work or make deliveries, and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security, including as they may be amended. Any person who violates such rules may be

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subject to revocation of his/her access authorization. The failure of the Contractor or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

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

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

30. FEDERAL PROVISIONS: The Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System.

31. LEGAL AUTHORITY: Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

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

33. **ORDER OF PRECEDENCE**: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls. All exhibits identified in the Agreement are hereby incorporated into the Agreement by this reference.

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

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

36. **ADVERTISING AND PUBLIC DISCLOSURE**: Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of Contractor's advertising or public relations materials without first obtaining the written approval

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of the Manager, or for services at DEN, the CEO. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. Contractor shall notify the Manager or CEO in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

37. CONFIDENTIAL INFORMATION: Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent 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 Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

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

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

40. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning

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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.

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

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

Exhibit List
Exhibit A – Scope of Services.
Exhibit B – Budget/Rates.
Exhibit C – Certificate of Insurance.
Exhibit D – Prevailing Wage.

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DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

Contract Control Number: ESEQD-202370232-00
Contractor Name: ENVIRONMENTAL HAZMAT SERVICES, INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By: _____

_____

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

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Contract Control Number: ESEQD-202370232-00
Contractor Name: ENVIRONMENTAL HAZMAT SERVICES, INC.

By: DocuSigned by: Martin Green 045C85BF15D54E4...

Name: Martin Green
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

EXHIBIT A

Scope of Services

The purpose of this contract and scope of work is to assist the City and County of Denver (the City) with protection of Public Health and the Environment, and compliance with applicable statutes, rules and regulations relating thereto. The services required under this contract relate directly to the control, containment, removal, interim management, and safe final disposition of hazardous materials, regulated wastes, contaminated environmental media, and abatement of impacted areas within the corporate limits of the City, which includes Denver International Airport (DEN), plus all properties owned by the City in neighboring counties.

Hazardous materials and regulated wastes include sanitary wastes, discarded chemical products, materials demonstrating hazardous waste characteristics, listed hazardous wastes, hazardous substances and extremely hazardous substances and marine pollutants, materials hazardous in transportation, wastewaters, chemical and biological substances, and a limited subset of radioactive materials. This contract will be accessible for use by all City departments and offices under the mayor, plus independent offices of the City, and independent cultural facilities operating on City property.

The scope of Hazardous Materials Management Services the City requires may be divided into six categories with the following descriptions.

1. City Regulated Waste Management and Disposal

   Services in this category involve the management of regulated wastes generated in the normal course of City operations including City operations at DEN and at outlying properties. Regulated wastes generated by City operations include ignitable hazardous waste paint, solvents, fuel filters, characteristic waste absorbents and filters, discarded chemical cleaners and degreasers, pesticides, and universal waste lamps, batteries, mercury devices, and used oil. These City operations wastes are generated with some regularity, such that each month 2 to 5 drums or equivalent volumes of wastes must be profiled and hauled away for disposal at TSFDs throughout the nation.

   In addition to City operations wastes, service in this category will include management and disposal of wastes the City takes possession of for stewardship and safe disposal resulting from actions of law enforcement, including materials from clandestine drug labs, materials confiscated by other safety authorities, wastes from spills from highway accidents, and wastes abandoned and illegally dumped on public property.

   Contractor staff doing this work must be trained in the regulations and best practices required of state and federal environmental programs including RCRA, TSCA, and FIFRA, plus DOT HMT standards and requirements. Contractor staff may also need to exercise hazmat chemistry knowledge, practice hazard characterization techniques, collect samples, complete COCs, and deliver samples to area laboratories. Contractor staff must be able to segregate and package materials and wastes by hazard according to State and Federal regulations and best practices. The contractor and providers they subcontract with for waste disposal must be able to implement E-manifest filing as circumstances require.

   At a limited number of sites, including some at DEN, contractor staff may be required to obtain security clearance or work with an escort.

2. City Facility Compliance Assistance

   Services in this category involve the provision of labor at many of our facilities to help City staff physically contain, collect, relocate, and track the status of wastes. For this work, contractor personnel must become familiar with the physical layout of active facilities, including at DEN, and follow City protocols for access, setting-up waste collection areas and containers, ensuring compliant labeling and marking of containers, and managing full containers through accumulation, transport and disposal at a TSDF. Contractor staff doing this work must be trained in the regulations and best practices required of state and federal environmental programs including RCRA, TSCA, and FIFRA, plus DOT HMT standards and requirements. At a limited number of sites, including some at DEN, contractor staff may be required to obtain security clearance or work with an escort. The contractor may be required to manifest and transport materials and wastes, that are not RCRA hazardous wastes, between the City's waste management sites in the metro area.

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3. Urgent Responses to Waste Abandonment and Spills

   Services in this category address unplanned events that can occur anywhere within the corporate limits of Denver, including DEN, and outlying properties of the City, e.g., mountain parks in neighboring counties. A key aspect of service under this category is the mobilization of one or more technicians, equipment, and a vehicle to the site of an event in a short time frame, commensurate with the level of urgency presented by the event. That time frame can range from 90 minutes to a window of time under 24 hours (specifically 23 hours or less). Needs for these services typically come with no advance notice. Contractors need to arrange staff availability through their internal administrative and human resources procedures, and stage response supplies and vehicles in anticipation of being alerted by the City to respond on an urgent basis.

   Contractor must act on a spoken and/or written communication (as by telephone, or e-mail) of a notice to proceed, at any time of day on any calendar day (including nights, weekends and holidays), to mobilize crews and equipment to control and begin to abate spills of petroleum products and other commercial and industrial commodities or wastes, or to control site conditions in the event of an accident or exceedance of operational parameters.

   Urgent response tasks may include assessment of abandoned materials or spills for potential hazards and requirement for safe containment and transport, application of absorbents, shoveling and sweeping-up used absorbents, pressure washing, pumping and vacuuming liquid wastes and residues, overpacking chemical containers, transferring oils, fuels and chemicals into new containers for safe removal and transport, immediate transportation of packaged wastes from an accident site to a City property for safekeeping, further assessment and eventual disposal. Urgent response may also entail repair of failed containment structures, addressing exigent circumstances at a project site due to weather, accident, or material failures.

   Events the City has experienced in the past that require an urgent response from a contractor include: vehicle accidents on interstate highways resulting in 25 to 100 gallon spills of diesel fuel or hydraulic oil, damage to commercial vehicles causing the loss of hazardous cargo, sanitary sewer overflows impacting roadway, sidewalk, lands, and stormwater BMPs, drug lab busts by law enforcement, confiscation of products and damaged containers by fire authorities following a structure fire, and simple abandonments of wastes from persons, households and businesses on City streets, alleys, on City properties, and in City buildings.

   In all such events the City requires the contractor to work in cooperation with a responsible party if one is identified that is other than the City, transfer response duties to the responsible party, and/or engage the responsible party for acceptance of charges. Where no responsible party is identified, or when a responsible party fails to cooperate, the City guarantees payment of contractor charges for all work the City has directed the contractor to perform.

   Contractor shall only provide services in stable environments where hazards and risks to personnel are known, controlled, and within industry accepted limits for trained hazardous materials technicians wearing appropriate PPE.

4. Small City projects

   Services in this category address the needs of City agencies in their completion of small-scale projects. This work may include: excavation of soil contaminated with petroleum, asbestos or metals, removal of spoils, drill cuttings and purged well water from an investigation site, excavation and removal of orphaned tanks or piping, waste removal or containment on a City property scheduled for demolition or renovation, collection and removal for pretreatment and disposal of wastewaters and waters from subterranean dewatering containing metals and NORM, containment and removal and disposal of wastes from the abatement of structures, including waste bearing lead-based paint, wastes containing mercury or PCBs. Some projects may require confined space entry to tunnels, vaults and tanks.

5. Large City Projects

   Services in this category include performance of major scopes of activity in coordination with City project managers and other contractors on a public works site. Scopes of work on a large project will pertain to hazardous materials management under this contract and may include excavation of contaminated soil exceeding 500 cubic yards, arranging for trucking and disposal of contaminated soil, removal of wastewaters and liquid wastes from excavations

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and City structures, supplying materials and managing on-site storage in piles and portable tanks, and coordinating for material treatment and disposal, facilitating the construction of containment structures around buildings and properties undergoing abatement. Wastes may include soils and earthen materials contaminated with asbestos, chemicals, hazardous and non-hazardous wastes.

On large City projects, City project managers would require and direct the contractor to manage assigned project scopes and sub-scopes by both, or either, commitment of the contractor's own in-house resources and expertise, or by outsourcing specific sub-scopes and tasks to commercial entities who specialize in such work. Projects scopes and sub-scopes might consist of high-volume trucking, determining waste disposal locations, coordinating a remedial schedule that compliments City daily operations, etc. On each large project, the City would engage with the contractor to establish the best means of delivery involving a combination of in-house and outsourced performance.

6. City Emergencies

Services in this category are anticipated to encompass accidents and disasters presenting threats to public health. Disasters and accidents may include transportation by rail, fires or explosions at industrial facilities, large highway transportation disasters, natural disasters such as flood or tornado, or releases caused by malicious intent of a hazardous material, hazardous waste, hazardous substance, extremely hazardous substances, toxins, poisons, radiological, and pathogenic materials. City emergencies would manifest as the dispersal of agents to air, land, or water, or to the grounds or interiors of buildings, homes and businesses presenting an immediate risk to public health and habitability.

To address City emergencies the City would require and direct the contractor to manage assigned project scope and sub-scopes by both, or either, commitment of the contractor's own in-house resources and expertise, or by outsourcing specific sub-scopes and tasks to commercial entities who specialize in such work. In any event, the City would engage with the contractor to establish the best means of delivery involving a combination of in-house and outsourced performance. Project scopes and sub-scopes might consist of: collection and high-volume trucking of debris, wide-spread sampling and testing of soil, demolition of weak or contaminated structures, construction and maintenance of containment structures for dust, debris, soil, water, wastes, and application of countermeasures to neutralize chemical, biological, and radiological agents.

Additional Guidance to this Scope of Work

The City requires that the contractor be able to substantially perform services described in categories 1 through 4 using their own in-house trained hazardous materials workers and technical and professional staff, and their own equipment, vehicles, and a ready cache of material supplies.

The above requirement, not withstanding, critical to the successful performance of duties under this scope of work is the willingness and ability of the contractor to successfully procure or sub-contract with specialized professional commercial entities for specific services including but not limited to:

A. Waste and materials transportation, including management of sub-contracted services for long distance, cross-country, transportation between source and destination site for use, reclamation or disposal;

B. Waste brokering for disposal at permitted landfills, and incinerators and by other methods at permitted TSDFs in the United States and Canada;

C. Industrial Vacuum truck services (e.g., hydrovac, hydro-excavation, potholing);

D. Pressure washing, scouring, and hydro-blasting;

E. Recycling and recovery of commodities including ferrous and non-ferrous metals, batteries, refrigerants, gaseous fuels and industrial gases;

F. Fuel and oil product reclamation for energy recovery, such as by industrial boiler or furnace, where disposal by incineration is not preferred;

G. Recycling of automotive wastes, including tires;

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

H. Disposal and recycling of Universal Wastes including mercury containing lamps and electronics;

I. High-volume wastewater collection, removal, trucking, pre-treatment and disposal;

J. Destruction and disposal of PCBs (aroclors), PCB contaminated wastes, and PCB containing wastes;

K. Destruction and disposal of per- and polyfluorinated alkyl substances (PFAS), and solid and liquid wastes containing, contaminated by, or treated with PFAS;

L. Disposal of radioactive material and devices and instruments containing radioactive material (includes NORM, TENORM, ores and wastes containing uranium, thorium and radium, earthen materials, and items including DU, chemical reagents of radioactive elements, water filtration wastes and residues, self-luminous items, and smoke detectors);

M. Building containment structures, such as dikes, temporary impoundments, berms, pads, and envelopes, required for hazardous materials abatement and waste management, to contain and prevent releases to air, land and water;

N. Provision of temporary fencing, barricades and traffic control services, and manned security services to protect sites of work being performed under this contract;

O. Disposal of hazardous and non-hazardous waste pharmaceuticals, and medical waste.

Exclusions from this Scope of Work (with exceptions):

1. Any “Emergency Responder” or “First Responder” duties such as firefighting or stabilizing a crime scene or accident site- all duties that are typically the duties, scope and authority of local Fire, Police, Search and Rescue, and Medical services, and emergency responder duties of regional, state or federal agencies.
2. Management of materials and wastes belonging to or directly linked to persons experiencing homelessness (except for removal of solid wastes resulting from illegal dumping or abandonment, that may or may not have an original cause related to the actions of persons experiencing homelessness.)
3. Clean-up and abatement of unauthorized urban camp sites, or encampments, including any actions subject to or entertained in the Lyall Settlement Agreement between the City and County of Denver and plaintiffs.
4. Clean-up and abatement of streets, alleys, public utilities, parks, outdoor spaces and building exteriors defaced or sullied by vandalism, trash, paint and graffiti, bodily fluids or human waste.
5. Petroleum Storage Tank system management, installation, repair, upgrade, or removal (except for removal of orphaned tanks and other buried objects as directed in City projects).
6. Landscaping and landscape maintenance (except for the minor restoration of existing landscape disturbed in provision of Hazardous Materials Management Services, and area maintenance assistance such as with snow removal, storm water pumping, cleaning and housekeeping incident to City regulated waste management and storage sites).
7. Phase I and phase II Environmental Site Assessments aligned with any ASTM standards and scopes, and any land use and planning assessments (except for immediate actions taken to determine the breadth and depth of excavation necessary to mitigate or abate a spill in follow-up to an urgent response).
8. Long-term site remediation (except for actions taken in response to a spill to excavate or otherwise quickly remove a contaminant mass in the subsurface, and except for discreet excavation and removal tasks assigned by the City.
9. Routine site assessments and planned abatements for asbestos, mold, and lead-based paint (except for waste management and disposal at the discretion of a City project manager).
10. Building plumbing, HVAC, and electrical maintenance and repair (except for the attachment of special devices, components and appliances to existing systems, and subcontracting for special trades such as electrical, plumbing, and fabrication as directed in City projects).

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

11. Construction, repair, shoring or engineering assessment of any permanent buildings or roof structures (except for the placement and fixing of small prefab structures)
12. Building restoration necessary due to storm, fire, or flood, including damage caused by plumbing (except for the clean-up, contaminant removal or abatement of a hazardous materials release.)
13. Administration of City programs (except for project management of hazardous waste disposal, and pollution abatement and related tasks and assignments)
14. General procurement of supplies to the City (except for procurement of items, materials and supplies required for a specific project or assignment).
15. Maintenance, repair or improvement to a public utility e.g., water, sewer, electric power, gas, steam, chilled water, product pipeline, or communications (except for work related to or adjoining a physical utility as directed in a City project).
16. Work on or support of oil and gas production sites.
17. Glycol (aviation deicer) plant operations, maintenance, repair (except for urgent response to assess and abate spills).
18. Any communication on behalf of the City including interviews, statements, advertisements, postings, internet and social media content (except where communication is directed and supported by the City, or when compelled by law, or in the normal course of business when necessary to direct persons on a work site for their protection).
19. Work performed on private property unless the City, in its broad authority, condemns a property, exercises eminent domain, enters an agreement with a property owner for access, or, under emergency powers temporarily takes control of and makes ingress on a private property to assess, control or abate an emergent risk to public health or the environment.
20. Services supporting planning and conduct of City events, including health and sanitation needs at cultural events and City venues, including cleaning of restrooms (except for clean-up and abatement of spills and releases which merit an urgent response).
21. Routine management of municipal solid waste streams at transfer stations, recycling and composting facilities, including sorting and removing items from municipal solid waste streams (except for the unique and occasional transport and delivery to these facilities of waste items or materials for disposal or reclamation).
22. Automobile salvage, including RV and truck towing and salvage.
23. Pest control through the application of pesticides, poison traps or other means of chemical pest extermination (except for application of disinfectant, sanitizing and sterilizing compounds to reduce or eliminate microbial pathogens, including bloodborne pathogens).

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

Environmental Hazmat Services - City-wide Hazardous Materials Management Services
EXHIBIT B-Budget/Rates

A	A. Labor - Salaried (Exempt) Professional Workers - Not Subject to Prevailing Wage	$ per Hour
A.1	Executive	$ 82.00
A.2	Scientist, Engineer, Geologist, Professional Project Manager	$ 82.00
A.3	Specially Qualified Site Supervisor, Technical Specialists / Advisors in Hazardous Materials	$ 75.00

B	B. Labor - Trades and Hourly Workers - Subject to Prevailing Wage or Living Wage	$ per Hour
B.1	Master Tradesperson, Senior Hazardous Materials Technician, Foreman, or Crew Lead	$ 73.00
B.1.1	Master Tradesperson, Senior Hazardous Materials Technician, Foreman, or Crew Lead - Overtime	$ 83.00
B.2	Journeyman Tradesperson, Trained Hazardous Materials Technician	$ 62.00
B.2.1	Journeyman Tradesperson, Trained Hazardous Materials Technician - Overtime	$ 75.00
B.3	Heavy Equipment Operator	$ 61.00
B.3.1	Heavy Equipment Operator - Overtime	$ 71.00
B.4	Truck Driver, including CDL w/Hazardous Materials Endorsement	$ 61.00
B.4.1	Truck Driver, including CDL w/Hazardous Materials Endorsement - Overtime	$ 71.00
B.5	Common Laborer	$ 43.00
B.5.1	Common Laborer - Overtime	$ 48.00
B.6	Administration and Clerical (may be subject to Denver Living Wage)	$ 35.00

C	C. Flat Fees	$
C.1	Mobilization of Heavy Equipment- any trailered equipment	$ 50.00
C.2	Decontamination / Washdown of Demobilized Heavy Equipment	$ 50.00

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

C.3	Urgent Mobilization of Heavy Equipment (90 minutes to less than 24 hours, see SOW)	$ 115.00
C.4	Urgent Mobilization of Personnel, Vehicle and Tools -absent heavy equipment (90 minutes to less than 24 hours, see SOW)	$ 125.00

D	D. Vehicle Use and Transportation -Front Range including area TSDFs (in-house)	$ per Hour
D.1	Utility truck, includes ~ ½ ton pick-up, with or without equipment in tow	$ 26.00
D.2	Cube Truck, Cargo Truck, Flat-Bed/Stake-bed Truck or Trailer in lieu of	$ 36.00
D.3	Tandem Dump Truck	$ 120.00
D.4	Semi-Tractor Trailer, including Dump Truck	$ 140.00

E	E. Nation-wide Transportation and Hauling (outsourced to commercial carrier)	Mark-Up %
E.1	Utility truck (with or without covered bed, including dedicated or specialized transportation)	10%
E.2	Cube Truck, Cargo Truck, Flat-Bed/Stake-bed Truck or Trailer in lieu of	10%
E.3	Tandem Dump Truck	10%
E.4	Semi-Tractor Trailer, including Dump Truck	10%

F	F. Administration of Sub-contracted Services, other than transportation, typ w/Operator	Mark-Up %
F.1	Bucket (lift) Truck	10%
F.2	Industrial Vacuum truck	10%
F.3	Standard Size Crane or Boom Truck	10%
F.4	Large Mobile Crane Truck	10%
F.5	Concrete Pumping Truck	10%
F.6	All other Large Equipment, includes excavator, grader, paver	10%
F.7	Site Surveying and Mapping Field Services	10%

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

F.8	Delivery, Set-up and Operation of Abatement and Remediation Technology	10%
F.9	Geo-Technical Field Services (subcontracted labor pay must comply with Denver Prevailing Wage)	10%
F.10	Site Security Guard Service - may include overtime (subcontracted labor pay must comply with Denver Prevailing Wage and align with Denver Overtime Pay calculations)	10%
F.11	Waste treatment and disposal (TSDF services, e.g., reclamation, recovery, landfill, incineration, etc.)	10%

G	G. Equipment (in-house, or rental -includes highway trailer if applicable)	$ per Hour	or	Mark-Up on Rental %
G.1	Trailer-mounted Electric Generator Set	$ 25.00		10%
G.2	Trailer-mounted Air Compressor, Vacuum, or Pump	$ 60.00		10%
G.3	Trailer-mounted Modular Wastewater Filtration and Treatment System			10%
G.4	Trailer-tanks, frac tanks and other portable, durable tanks			10%
G.5	Trailerable Trenching and Compacting machinery			10%
G.6	Forklift with attachments	$ 65.00		10%
G.7	Heavy Duty Forklift			10%
G.8	Scissor Lift			10%
G.9	Bobcat or Skid-Steer (small loader)	$ 65.00		10%
G.10	Mini- or Small Excavator	$ 70.00		10%
G.11	Standard Excavator	$ 100.00		10%
G.12	Standard Size Loader or Backhoe	$ 100.00		10%
G.13	Standard Size Bulldozer			10%
G.14	3 - 6 Cubic Yard Dumpsters, Waste Bins, and Roll-offs (w/covers)			10%
G.15	All large Cubic Yard Boxes and Roll-offs, including 20-25 Cubic Yard Roll-off (w/covers)	$ 7.00		10%
G.16	Re-usable / Durable Field-Portable Dikes, Booms, Basins, and Tarps	$ 10.00		10%

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

G.17	Fencing and Barricades			10%
G.18	Confined Space Entry and Extrication Equipment, SCBA, and Level A and B Garments	$ 200.00		10%
G.19	Field-ready Analytical Instruments, Meters and Detection Equipment, and Sampling Devices	$ 20.00		10%
G.20	All other equipment, including motorized commercial tools and equipment, hand carted generators and pumps, masonry saws, jackhammers, etc.	$ 25.00		10%

H	H. Procurement of Equipment, Supplies and Materials	Mark-Up %
H.1	Purchase of drums and containers, packaging, placarding, labeling, and shipping supplies	10%
H.2	Purchase and Delivery of Dumpsters, Waste Bins, Roll-offs	10%
H.3	Purchase and Delivery of Prefabricated Sheds, Trailer Buildings, and Freight Containers	10%
H.4	Purchase of Consumable Spill Response, Diking, Damming and Erosion Control supplies	10%
H.5	Purchase of all other durable manufactured items and materials (including paving and landscape materials, building materials, lighting, fencing, small tanks, etc.)	10%
H.6	Purchase of machinery and equipment (pumps, generators, vacuums, treatment and remediation hardware, meters, sensors, and detection equipment)	10%
H.7	Purchase of fuels, oils, and chemical supplies	10%

I	I. Required Pass-Through costs and In-House Services at No Cost to the City	requirement
I.1	Pre-award of project strategizing, planning and feasibility determinations, administrative, and clerical work.	No Cost to the City
I.2	Pre-award of project preparation and communication of estimations and proposals	No Cost to the City
I.3	Pre-award of project collaboration and negotiations with the City, including in-person meeting attendance	No Cost to the City
I.4	Pre-award of project Front Range area travel incident to project planning, preparations, and meetings	No Cost to the City
I.5	Use of durable, re-usable PPE, including boots, respirators, hardhats, and eyewear	No Cost to the City
I.6	Use of durable tools, including hand tools, electric hand tools, carts, and small motorized equipment	No Cost to the City
I.7	Use of communications equipment, radios, water meter, and small chemical detectors and monitoring tools, including LEL and PID meters	No Cost to the City

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I.8	Purchase of single-use disposable PPE consumed (dust and splash coveralls, gloves, N, P, or R filtering face-piece, eye-wear)	Pass-Through, No Mark-up
I.9	Analytical Laboratory Services	Pass-Through, No Mark-up
I.10	Commercial freight, shipping or delivery costs of project-specific goods and supplies, including surcharges	Pass-Through, No Mark-up

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

EXHIBIT C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/14/2023

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 Lakeside Insurance Center, LLC 7728 Vance Drive Arvada CO 80003	**CONTACT NAME:** Erika Lespron **PHONE (A/C, No, Ext):** 303-421-8590 **FAX (A/C, No):** 303-531-5433 **E-MAIL ADDRESS:** certs@lakeside-insurance.com
INSURED ENVIHAZ-01 Environmental Hazmat Services, Inc. 4745 Independence Street Wheat Ridge CO 80033	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Starr Indemnity & Liab Co — 38318 **INSURER B :** Pinnacol Assurance Company — 41190 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 636976130 **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	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT [ ] LOC X OTHER: Ded $5,000	Y		1000067642231	5/20/2023	5/20/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefit	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y		1000638120231	5/20/2023	5/20/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 0	Y		1000337818231	5/20/2023	5/20/2024	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		4201583	6/1/2023	6/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Contractor's Pollution	Y		1000067642231	5/20/2023	5/20/2024	Each Occurrence Limit Aggregate Deductible - Per Occ	$1,000,000 $2,000,000 $5,000

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

Re: Contract Number # ESEQD-202370232.
As required by written contract, The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured in accordance with the policy provisions of the Commercial General Liability, Business Auto, and Contractor Pollution Liability.

CERTIFICATE HOLDER

City and County of Denver
DDPHE-Division of Environmental Quality
101 W. Colfax Ave., Ste. 800
Denver CO 80202
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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COMMENTS/REMARKS

Professional Liability
Insurer: Starr Indemnity & Liab Co
Policy: 1000067642231
Term: 05/20/2023 - 05/20/2024
Each Occurrence Limit: $1,000,000
Aggregate Limit: $2,000,000
Deductible: $10,000 Per Claim

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EXHIBIT D
Prevailing Wage

DENVER
THE MILE HIGH CITY

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Alex Marvin, Classification and Compensation Analyst Senior
DATE: April 10, 2023
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, April 7, 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. 2
Publication Date: 4/7/2023
(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.**

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

"General Decision Number: CO20230002 04/07/2023

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).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

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

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

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

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 01/01/2022

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

	Rates	Fringes
BRICKLAYER	$ 33.10	10.30

BRCO0007-006 05/01/2022

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER	$ 30.17	12.92

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

ELEC0012-004 09/01/2021

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN		
Electrical contract over $1,000,000	$ 29.80	13.00+3%
Electrical contract under $1,000,000	$ 24.85	13.00+3%

ELEC0068-001 06/01/2022

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

	Rates	Fringes
ELECTRICIAN	$ 41.30	17.87

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 06/01/2022

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 34.90	17.25

ELEC0969-002 06/01/2019

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

MESA COUNTY

	Rates	Fringes
ELECTRICIAN	$ 25.20	10.06

ENGI0009-001 05/01/2022

	Rates	Fringes
Power equipment operators:		
Blade: Finish	$ 33.65	13.30
Blade: Rough	$ 33.14	13.30
Bulldozer	$ 33.14	13.30
Cranes: 50 tons and under	$ 33.83	13.30
Cranes: 51 to 90 tons	$ 34.12	13.30
Cranes: 91 to 140 tons	$ 35.28	13.30
Cranes: 141 tons and over	$ 37.55	13.30
Forklift	$ 32.73	13.30
Mechanic	$ 33.65	13.30
Oiler	$ 32.32	13.30
Scraper: Single bowl under 40 cubic yards	$ 33.30	13.30
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls	$ 33.48	13.30
Trackhoe	$ 33.30	13.30

* IRON0024-003 12/01/2022

	Rates	Fringes
IRONWORKER, STRUCTURAL Structural	$ 31.00	24.59

LABO0086-001 05/01/2009

	Rates	Fringes

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

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 07/01/2022

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters	$ 42.20	16.69

PLUM0058-008 07/01/2022

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters	$ 42.20	16.69

PLUM0145-002 07/01/2022

MESA COUNTY

	Rates	Fringes
Plumbers and Pipefitters	$ 36.47	14.82

PLUM0208-004 06/02/2022

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

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

	Rates	Fringes
PIPEFITTER	$ 42.65	16.97

SHEE0009-002 07/01/2022

	Rates	Fringes
Sheet metal worker	$ 37.17	20.05

TEAM0455-002 07/01/2022

	Rates	Fringes
Truck drivers:		
Pickup	$ 24.71	4.67
Tandem/Semi and Water	$ 25.34	4.67

* SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER	$ 17.60	
Carpenters:		
Form Building and Setting	$ 16.97	2.74
All Other Work	$ 15.14 **	3.37
Cement Mason/Concrete Finisher	$ 17.31	2.85
IRONWORKER, REINFORCING	$ 18.83	3.90
Laborers:		
Common	$ 11.22 **	2.92
Flagger	$ 8.91 **	3.80
Landscape	$ 12.56 **	3.21

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

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.

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

Office of Human Resources
Supplemental Rates
(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

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

classifications used.

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

DENVER
THE MILE HIGH CITY

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Alex Marvin, Classification and Compensation Analyst Staff
DATE: March 2, 2023
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, February 24, 2023,** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20230009
Superseded General Decision No. CO20220009
Modification No. 1
Publication Date: 02/24/2023
(7 pages)

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

Attachments as listed above.

***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 7 for reference.**

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

"General Decision Number: CO20230009 02/24/2023

Superseded General Decision Number: CO20220009

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY 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).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is

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

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

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

CARP9901-008 11/01/2019

	Rates	Fringes
CARPENTER (Form Work Only).....	$ 26.50	10.32

ELEC0068-016 03/01/2011

	Rates	Fringes
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation		
Zone 1.....	$ 26.42	4.75%+8.68
Zone 2.....	$ 29.42	4.75%+8.68

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:
Colorado Springs - Nevada & Bijou
Denver - Ellsworth Avenue & Broadway
Ft. Collins - Prospect & College
Grand Junction - 12th & North Avenue
Pueblo - I-25 & Highway 50
All work outside of these areas shall be paid Zone 2 rates.

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* ENGI0009-008 05/01/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
(3)-Hydraulic Backhoe		

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

(Wheel Mounted, under 3/4 yds), Hydraulic Backhoe (Backhoe/Loader combination), Drill Rig Caisson (smaller than Watson 2500 and similar), Loader (up to and including 6 cu. yd.).....	$ 33.14	13.30
(3)-Loader (under 6 cu. yd.)		
Denver County.....	$ 33.14	13.30
(3)-Motor Grader (blade-rough)		
Douglas County.....	$ 33.14	13.30
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....	$ 33.83	13.30
(4)-Loader (over 6 cu. yd)		
Denver County.....	$ 33.30	13.30
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....	$ 33.48	13.30
(5)-Motor Grader (blade-finish)		
Douglas County.....	$ 33.65	13.30
(6)-Crane (91-140 tons).....	$ 35.28	13.30

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* SUCO2011-004 09/15/2011

	Rates	Fringes
CARPENTER (Excludes Form Work)...	$ 19.27	5.08
CEMENT MASON/CONCRETE FINISHER		
Denver.....	$ 20.18	5.75
Douglas.....	$ 18.75	3.00
ELECTRICIAN (Excludes Traffic Signal Installation).....	$ 35.13	6.83
FENCE ERECTOR (Excludes		

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

Link/Cyclone Fence Erection)	$ 13.02	**	3.20
GUARDRAIL INSTALLER	$ 12.89	**	3.20
HIGHWAY/PARKING LOT STRIPING:Painter			
Denver	$ 12.62	**	3.21
Douglas	$ 13.89	**	3.21
IRONWORKER, REINFORCING (Excludes Guardrail Installation)	$ 16.69		5.45
IRONWORKER, STRUCTURAL (Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation)	$ 18.22		6.01
LABORER			
Asphalt Raker	$ 16.29		4.25
Asphalt Shoveler	$ 21.21		4.25
Asphalt Spreader	$ 18.58		4.65
Common or General			
Denver	$ 16.76		6.77
Douglas	$ 16.29		4.25
Concrete Saw (Hand Held)	$ 16.29		6.14
Landscape and Irrigation	$ 12.26	**	3.16
Mason Tender-Cement/Concrete			
Denver	$ 16.96		4.04
Douglas	$ 16.29		4.25
Pipelayer			
Denver	$ 13.55	**	2.41
Douglas	$ 16.30		2.18
Traffic Control (Flagger)	$ 9.55	**	3.05
Traffic Control (Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags)(Excludes Flaggers)	$ 12.43	**	3.22
PAINTER (Spray Only)	$ 16.99		2.87

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

POWER EQUIPMENT OPERATOR:

Asphalt Laydown		
Denver	$ 22.67	8.72
Douglas	$ 23.67	8.47
Asphalt Paver		
Denver	$ 24.97	6.13
Douglas	$ 25.44	3.50
Asphalt Roller		
Denver	$ 23.13	7.55
Douglas	$ 23.63	6.43
Asphalt Spreader	$ 22.67	8.72
Backhoe/Trackhoe		
Douglas	$ 23.82	6.00
Bobcat/Skid Loader	$ 15.37 **	4.28
Boom	$ 22.67	8.72
Broom/Sweeper		
Denver	$ 22.47	8.72
Douglas	$ 22.96	8.22
Bulldozer	$ 26.90	5.59
Concrete Pump	$ 21.60	5.21
Drill		
Denver	$ 20.48	4.71
Douglas	$ 20.71	2.66
Forklift	$ 15.91 **	4.68
Grader/Blade		
Denver	$ 22.67	8.72
Guardrail/Post Driver	$ 16.07 **	4.41
Loader (Front End)		
Douglas	$ 21.67	8.22
Mechanic		
Denver	$ 22.89	8.72
Douglas	$ 23.88	8.22
Oiler		
Denver	$ 23.73	8.41
Douglas	$ 24.90	7.67
Roller/Compactor (Dirt and Grade Compaction)		
Denver	$ 20.30	5.51
Douglas	$ 22.78	4.86
Rotomill	$ 16.22	4.41
Screed		
Denver	$ 22.67	8.38
Douglas	$ 29.99	1.40
Tractor	$ 13.13 **	2.95

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

TRAFFIC SIGNALIZATION:		
Groundsman		
Denver	$ 17.90	3.41
Douglas	$ 18.67	7.17
TRUCK DRIVER		
Distributor		
Denver	$ 17.81	5.82
Douglas	$ 16.98	5.27
Dump Truck		
Denver	$ 15.27 **	5.27
Douglas	$ 16.39	5.27
Lowboy Truck	$ 17.25	5.27
Mechanic	$ 26.48	3.50
Multi-Purpose Specialty & Hoisting Truck		
Denver	$ 17.49	3.17
Douglas	$ 20.05	2.88
Pickup and Pilot Car		
Denver	$ 14.24 **	3.77
Douglas	$ 16.43	3.68
Semi/Trailer Truck	$ 18.39	4.13
Truck Mounted Attenuator	$ 12.43 **	3.22
Water Truck		
Denver	$ 26.27	5.27
Douglas	$ 19.46	2.58

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

DocuSign Envelope ID: 304D5F2D-988D-4D03-947E-E84028045361

Office of Human Resources
Supplemental Rates
(Specific to the Denver Projects)
Revised 01/01/2023)

Classification		Base	Fringe
Guard Rail Installer		$17.29	$3.20
Highway Parking Lot Striping: Painter		$17.29	$3.21
Ironworker (Ornamental)		$26.05	$12.00
Laborer	Removal of Asbestos	$21.03	$8.55
Laborer (Landscape & Irrigation)		$17.29	$3.16
Laborer: Traffic Control (Flagger)		$17.29	$3.05
Laborer: Stationary Flags (excludes Flaggers)		$17.29	$3.22
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
Pipefitter		$30.45	$12.85
Plumber		$30.19	$13.55
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
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
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
Truck Driver: Truck Mounted Attenuator		$17.29	$3.22

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