

A G R E E M E N T

This AGREEMENT is between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, ("City") and **WASTE MANAGEMENT OF COLORADO, INC.**, a Colorado corporation with an office address of 222 South Mill Avenue, Suite 333, Tempe, AZ 85281, ("WMC" or "Contractor"; City and Contractor are collectively referred to as the "parties").

WHEREAS, the parties entered into an agreement ("Landfill Agreement") dated January 9, 1998, regarding Contractor's management and operation of the City-owned Denver-Arapahoe Disposal Site ("D.A.D.S."), which is located at 3500 S. Gun Club Road, Aurora, Colorado 80018.

WHEREAS, the City requires a location for disposal of construction, industrial, and remedial rubbish, debris, clean dirt, and other materials collected by the City or its subcontractors, including the Denver International Airport.

WHEREAS, Contractor is fully qualified and ready, willing, and able to provide these services to the City.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties hereby agree as follows:

1. NO WAIVER OF LANDFILL AGREEMENT: The parties entered into a "Landfill Agreement" dated January 9, 1998 regarding Contractor's management and operation of the City-owned Denver-Arapahoe Disposal Site ("D.A.D.S."), which is located at 3500 Gun Club Road, Aurora, Colorado 80018. The parties enter this Agreement without waiving any rights or obligations under the Landfill Agreement or their respective interpretations of the Landfill Agreement. Additionally, the City does not waive its rights under the Landfill Agreement to limit rate increases during five-year or greater term disposal contract to the consumer price index.

2. COORDINATION AND LIAISON: During the Term, Contractor shall fully coordinate all services under the Agreement with the City, including the Executive Director of the Denver Department of Public Health & Environment ("DDPHE") or as the City otherwise directs. Contractor understands that the City's Executive Director of DDPHE is the City's representative under the Agreement and, until otherwise notified by the Executive Director, is designated as the authorized representative of the Executive Director through whom contractual services performed under the Agreement must be coordinated. Contractor shall submit any required reports, memoranda, correspondence, or other submittals to the Executive Director or the Executive Director's designee.

3. SERVICES PROVIDED: Contractor shall provide to the City, its departments, and agents, with use of D.A.D.S. for the disposal of construction, industrial, and remedial rubbish, debris, and other materials collected by the City ("Waste Material") subject to the following terms

and conditions (the “Services”). “Waste Material” shall not include waste within the scope of the Agreement dated January 15, 2020 between the City and Contractor governing municipal solid waste disposal rates.

A. Obligations of Contractor.

(1) Contractor shall accept and dispose of all Waste Material delivered by or on behalf of the City to D.A.D.S. during the Term.

(2) Contractor shall permit the City, its agents, employees, and contractors the right of ingress and egress to D.A.D.S., from Monday through Friday 6:00 a.m. through 9:00p.m., and on Saturday 7:00 a.m. to 4:00 p.m., or for such extended hours as requested by the City and agreed upon by Contractor, which agreement by Contractor may not be unreasonably withheld. D.A.D.S. may be closed on the holidays identified in the Landfill Agreement.

(3) Contractor shall operate D.A.D.S. in accordance with the rules and regulations promulgated by any governmental or other public entity having lawful jurisdiction over any part of the facility with respect to the operation of landfills, and shall provide all necessary equipment, including earthmoving equipment, water, and watering equipment and operators of such equipment. Contractor shall ensure the lawful disposal of Waste Materials delivered by or on behalf of the City to D.A.D.S.

(4) Contractor shall use its best efforts to ensure that no scavenging of discarded items occurs at D.A.D.S. The parties agree that nothing in the Agreement, in any manner, prevents Contractor from removing from the delivered Waste Material any cans, containers, cardboard, cartons or other materials not within the scope of the above sentence, which Contractor, in its sole discretion, believes it can recycle or sell.

(5) At the date of execution of this Agreement, Contractor anticipates it will have sufficient land and capacity at D.A.D.S. to meet the needs and requirements of the City during the Term.

(6) Contractor shall furnish weighing facilities and the personnel needed to weigh all Waste Material delivered by or on behalf of the City at D.A.D.S. The City may, at any time, undertake whatever inspection and checking of the scales is needed to verify the accuracy of the weight measurements. During brief periods acceptable to the City, when the scales are being moved or are not functioning, the weights shall be estimated based upon experience.

(7) The Contractor agrees that, upon request of the Executive Director, at any time during the term of the Agreement or three years thereafter, it will make full disclosure to the City of the means, methods, and procedures used in performance of services hereunder.

B. Obligations of the City.

(1) The City may commence delivering Waste Material to D.A.D.S. on or after the date of execution set forth on the City's signature page and may continue to do so through the Term. The City is not required to deliver any minimum quantity of Waste Material to Contractor under this Agreement; however, the requirement to deliver unrecycled waste to DADS pursuant to section 4.4 of the Landfill Agreement shall apply.

(2) The City agrees that no hazardous waste, liquid, or sludge will be knowingly delivered to D.A.D.S. The City agrees that the EZ Profile form attached hereto as **Exhibit A**, or other waste-appropriate form available on Contractor's website, will be completed regarding Waste Material delivered to D.A.D.S., unless Contractor agrees in writing that such form is not required for a particular delivery.

(3) Clean dirt, including street sweeping dirt, may be disposed of by or on behalf of the City at D.A.D.S. without charge to the City. The City shall be responsible for paying the proper State of Colorado Solid Waste User Fee for no charge street sweeping dirt. Dirt and sand loads that contain excessive amounts of paper, leaves, cans, or other Waste Material are not "clean" for the purposes of this section and will be charged at the appropriate Denver disposal rate. The City will be required to coordinate delivery of clean dirt loads with Contractor. All clean dirt and street sweeping dirt will be hauled directly to D.A.D.S. and will not be accepted at Transfer Facilities.

(4) The City may, at its sole discretion, also furnish weighing facilities and the personnel needed to weigh all Waste Material delivered by the City at D.A.D.S. The Contractor may, at any time, undertake whatever inspection and checking of the scales is needed to verify the accuracy of the weight measurements. During brief periods acceptable to the Contractor, when the scales are being moved or are not functioning, the weights shall be estimated based upon experience.

C. Cooperation. The parties shall cooperate with each other in carrying out their respective obligations under the Agreement.

4. TERM OF AGREEMENT: The term of the Agreement shall begin on the date of execution set forth on the City's signature page and shall expire on December 31, 2025 ("Term").

5. TIME IS OF THE ESSENCE: The parties agree that in the performance of the terms, conditions, and requirements of the Agreement by Contractor, time is of the essence.

6. RATES:

A. Rate Sheets. For the calendar year of 2021, beginning on the date of execution set forth on the City's signature page, the City shall pay to the Contractor, and the

Contractor agrees to accept as its sole compensation for its services rendered and costs incurred under this Agreement, a fee based on the schedule of charges set forth in **Exhibit B**. Exhibit B represents an increase from the 2020 rate sheet that does not exceed the CPI rate adjustment. In subsequent years, Contractor shall provide the City with a proposed annual rate schedule of disposal pricing at the D.A.D.S. no later than November 15 of each year. Contractor represents that the D.A.D.S. rates set forth therein are consistent and competitive with rates at other Denver Metro area non-hazardous waste landfills and, as required by Section 8.2 of the Landfill Agreement, are the lowest, best, gate rate, including rates charged to Contractor or any Contractor parent or affiliate. For purposes of clarification of the parties' intent with respect to this Agreement, "lowest, best, gate rate" is a rate that is less than a total rate charged to Contractor, a Contractor parent or affiliate, or third party, such that the City's base rate plus the calculated EMF is less than the base rate plus actual EMF charged to Contractor, a Contractor parent or affiliate, or third party.

B. Rate Adjustments.

(1) Annual CPI Adjustment. Commencing on January 1, 2022 and the same date annually thereafter during the Term (the "Adjustment Date"), Consumer Price Index (CPI) adjustments to Contractor's rates (the "Rates") shall be negotiated based on and not to exceed a percentage equal to the annual percent change in the Consumer Price Index, All Items, All Urban Consumers (1982-84 = 100) for the Denver-Aurora-Lakewood, CO metropolitan area CPI, as published by the U.S. Bureau of Labor Statistics (BLS), for the 12-month period ending nearest, but at least sixty (60) days prior to, the Adjustment Date, and Contractor shall provide the City with its computations of the CPI adjustment. (https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex_denver.htm; Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods, Denver-Aurora-Lakewood, CO (1982-84=100 unless otherwise noted).

(a) Adjustment Calculation. Adjustments to the Contractor's Rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments. If the BLS CPI percent change is negative, then rates may either be reduced or remain the same as the previous year, as will be negotiated between the City and Contractor.

(b) Government Fee. As provided in Exhibit B, the Contractor's Rates may also be adjusted by the actual amount of any new fees imposed on Contractor after the date of this Agreement for new or increased fees, taxes, or surcharges imposed on the landfill tip fee by any governmental authority.

(2) Other Rate Adjustment Requests and Review Process. In addition to the Annual CPI Adjustment to the Rates provided above, Contractor may seek a rate adjustment based on Contractor's increased costs or lost revenue associated with performance of the services hereunder. If Contractor desires a Rate adjustment pursuant to this Section 6(b)(2), Contractor shall submit to the City no later than November 15 of each year evidence of its basis for seeking a rate adjustment and its calculations of the increased cost or lost revenue and the

accompanying proposed rate adjustment intended to offset such increased cost or lost revenue. In consideration of Contractor's request, The City will require all documentation and data necessary to confirm the circumstances surrounding Contractor's claim of increased cost or lost revenue and accompanying proposed rate adjustment and may retain an independent third party to audit and review such documentation. If such third party is retained, the City shall take reasonable steps, consistent with Applicable Law including the Colorado Open Records Act, C.R.S. §§ 24-72-200.1–205.5, to protect the confidential or proprietary nature of any data or information supplied by Contractor. The City shall in good faith consider Contractor's proposed Rate adjustment but shall in no case be required to accept Contractor's proposed rate adjustment. Any rate adjustment accepted by the City pursuant to this Section 6(B)(2), combined with the annual CPI adjustment set forth in Section 6(B)(1), shall not exceed five (5) percent above the annual CPI. Any disputes between the parties regarding Contractor's proposed rate adjustments made pursuant to this section shall be addressed first through negotiations and then through the dispute resolution process described in Section 25.

C. Flexible Rates Pilot Program.

(1) 2021 Pilot Program. During calendar year 2021, beginning on the date of execution set forth on the City's signature page, Contractor may temporarily lower one or more rates in Exhibit B, provided that the City continues to receive the lowest, best, gate rate.

(a) Acceptance Notice. Contractor shall provide the City with immediate notice ("Acceptance Notice") when a rate lower than the rates provided in Exhibit B has been accepted by a third party for a project (a "Project"). Such notice shall include the lower rate that the third party has accepted, the date upon which the lower rate shall be effective, and the City's resulting lowest, best, gate rate ("City's Temporary Rate"). Contractor shall deliver the Acceptance notice to the City no later than one week prior to the effective date of the lower rate that has been accepted by a third party.

(b) The City's Temporary Rate shall remain in effect from the effective date provided in the Acceptance Notice until the later of (i) year end, (ii) a lower third party rate is offered by Contractor and accepted by a third-party regarding another Project, in which case the City's Temporary Rate shall be lowered to reflect the lowest, best, gate rate in light of the lowered rate in accordance with the procedure provided in this Section 6(C), or (iii) the termination or expiration of the Project.

(2) Pilot Data. By November 15 of 2021 and each year the pilot program is extended, and as a condition precedent to any annual extension of the pilot program during the Term, Contractor shall provide the City with a break down comparison of the following data associated with the pilot program: (a) additional Contractor revenue, both from "disposal" and "other" fees; (b) additional EMF collected by the Contractor; (c) additional SWUF; (d) additional royalties paid to the City; and (e) a list of City projects that received lower rates than the annual Rates negotiated pursuant to Section 6(B) and the amount of money saved per project.

(3) Option to Extend. On January 1, 2022, the lowered rate(s) will be restored to the full amount and adjusted pursuant to Section 6(B), unless the parties agree in writing (email is acceptable) that Contractor will continue to have the right to temporarily lower one or more rates in Exhibit B or a Project has not expired or been terminated. If the pilot program is extended into 2022, the parties shall thereafter review the program on an annual basis and determine whether to extend the program by December 31 of each year.

(4) Termination of Pilot Program. If the parties opt to extend the right to temporarily lower one or more rates in Exhibit B beyond the 2021 calendar year in accordance with this Section 6(C), either party may at any time terminate Contractor's right to lower one or more rates in Exhibit B by sending written notice of termination (email is acceptable) to the other party, which shall be effective upon receipt; provided, however, the City's Temporary Rate will continue until a Project that had been accepted prior to receipt of the written notice of termination expires or terminates.

7. COMPENSATION AND PAYMENT:

A. Reimbursable Expenses. There are no reimbursable expenses allowed under the Agreement.

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

C. Maximum Contract Amount.

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **TWENTY-FIVE MILLION DOLLARS AND NO CENTS (\$25,000,000.00)** (the "Maximum Contract Amount"). Any services performed beyond those set forth above are performed at Contractor's risk and without authorization under the Agreement. The total payment obligation is based on rates and tonnage of Waste Material delivered to D.A.D.S.

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

8. STATUS OF CONTRACTOR: Contractor is an independent contractor and

corporation retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.2.(C) of the City's Charter, and it is not intended, nor shall it be construed, that Contractor or its employees or its subcontractors or their employees, are an employee or officer of the City under Chapter 18 of the Denver Revised Municipal Code or for any purpose, including, without limitation, unemployment compensation or workers' compensation.

9. TERMINATION:

A. The City may by written Notice of Default to Contractor terminate the whole or part of the Agreement in the event Contractor or any of its officers or management level 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.

B. Subject to the requirements of the Landfill Agreement, the City may otherwise terminate the Agreement upon fifteen days prior written notice to Contractor. If Contractor's services are so terminated, it will be paid only for that portion of services satisfactorily completed in accordance with the Agreement at the time of notice of such action. Nothing herein shall be construed as giving the Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Executive Director.

C. The parties agree that if, during the Term, Contractor no longer has sufficient land or facilities available to meet City's needs and requirements for disposal as described in the Agreement, Contractor may terminate the Agreement upon ninety (90) days written notice to City, and upon termination, both parties are relieved from any further obligations, except for the City's obligation to pay for loads of Waste Material disposed of at the Facilities before the effective date of termination. Nothing contained in this section in any way affects the City's obligations set forth in the Landfill Agreement.

D. Upon termination of the Agreement by the City, the Contractor shall have no claim of any kind against the City by reason of such termination or by reason of any act incidental thereto, except for compensation for work satisfactorily performed as described herein.

10. EXAMINATION OF RECORDS: Section 7.0 "Audit Provisions" of the Landfill Agreement is hereby incorporated by reference.

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

12. INSURANCE:

A. General Conditions. Contractor agrees to secure, at or before the time of execution of the Agreement, the following insurance covering all operations, goods or services provided pursuant to the Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance must be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VII or better. Each policy must contain a valid provision or endorsement requiring notification to the City in the event any of the above-described policies is canceled before the expiration date thereof. This written notice shall be sent to the parties identified in the Notices section of the Agreement and must reference the City contract number listed on the signature page of the Agreement. These notices must be sent thirty (30) days prior to cancellation unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the persons identified in the Notices section within five (5) business days of such notice by its insurer(s) and referencing the City's contract number. Contractor is solely responsible for the payment of any deductible or self-insured retention without contribution from the City. The insurance coverages specified in the Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of Contractor. Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under the Agreement.

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

C. Additional Insureds: For Commercial General Liability, Auto Liability, Excess Liability/Umbrella, and Pollution Legal Liability, Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. Waiver of Subrogation: For all coverages required under the Agreement,

Contractor's insurer shall waive subrogation rights against the City.

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

F. Workers' Compensation/Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into 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 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 limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Aggregate limits must be "per project" or "per location."

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

I. Pollution Legal Liability: Contractor shall maintain a Pollution Legal Liability with limits of \$2,000,000 per occurrence and in the aggregate.

J. Excess/Umbrella Liability: Contractor shall maintain excess liability limits of \$1,000,000. Coverage must be written on a "follow form" basis. Any combination of primary and excess coverage may be used to achieve required limits.

K. Additional Provisions:

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

following:

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

(2) For claims-made coverage:

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

13. COLORADO GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the City and County of Denver, its officers, officials and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to 120, or otherwise available to the City and County of Denver, its officers, officials and employees.

14. DEFENSE AND INDEMNIFICATION:

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

B. Contractor's duty to defend and indemnify City shall arise at the time

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

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

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

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

15. **FORCE MAJEURE**: Contractor is not responsible for stoppages of its operations and will be relieved of all obligation under the Agreement during such stoppages, when such stoppages are due to strikes, the inability to obtain parts to keep its equipment in operation due to the military requirements of the United States government, labor difficulties, weather making it impossible or impracticable to operate the facility and other Acts of God, events or matters over which Contractor has no control (collectively, "Force Majeure Events"). Except as provided below, Contractor is not responsible for the acts or directives of any governmental agency or unit that may terminate, restrict, or otherwise affect the operation of its facilities and Contractor is relieved of all obligations under the Agreement in the event of such acts or directives. If any such governmental act or directive is taken in response to violations of federal, state, or local laws and regulations attributable to Contractor, Contractor is responsible for any such governmental act or directive and is not relieved of any its obligations under the Agreement. In the event of such occurrence, it is agreed that the City may intervene to use its offices in an effort to comply with the governmental acts or directives and resume operation. Contractor shall notify the Executive Director immediately of any force majeure incident.

16. **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.

17. ASSIGNMENT; SUBCONTRACTING: Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, created by the Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of the Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subcontractor or assign. The Executive Director hereby expressly permits assignment of this Agreement in its entirety to Waste Management Disposal Services of Colorado, Inc. if the Landfill Agreement has been assigned in its entirety to Waste Management Disposal Services of Colorado, Inc., and provided that Waste Management Disposal Services of Colorado, Inc. agrees to be bound by the terms and conditions of the Landfill Agreement and this Agreement. Contractor acknowledges that the City may be unable to pay invoices directly to an assignee until a formal amendment has been executed acknowledging the assignment, and in such case, the City shall continue to pay invoices to Waste Management of Colorado, Inc. until the City is able to pay the assignee directly.

18. 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.

19. 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.

20. 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.

21. 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.

22. CONFLICT OF INTEREST:

A. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. Contractor shall not hire, or contract for services

with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

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

23. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, or mailed by certified mail, return receipt requested, at the addresses below. Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

If to Contractor:

Waste Management of Colorado
Director of Landfill Operations
222 S. Mill Ave., Suite 333
Tempe, AZ 85281

With a copy of any termination and violation notices to:

Waste Management of Colorado
Vice President and General Counsel
222 S. Mill Ave., Suite 333
Tempe, AZ 85281

Waste Management of Colorado Area Vice President
222 S. Mill Ave., Suite 333
Tempe, AZ 85281

If to the City

Executive Director
Denver Department of Public Health & Environment
City and County of Denver
101 W. Colfax Avenue, Suite 800

Denver, Colorado 80202

Zachary Clayton, Manager
Denver Department of Public Health & Environment
City and County of Denver
101 W. Colfax Avenue, Suite 800
Denver, Colorado 80202

With a copy of any termination and violation notices to:

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

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

A. The Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

B. Contractor certifies that:

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

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

C. Contractor also agrees and represents that:

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

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

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

(4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under

the Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

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

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

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

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

26. OPEN RECORDS ACT. Contractor understands that the City is subject to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1–205.5. The City shall notify Contractor of a request for disclosure of information under the Open Records Act as soon as reasonably practical. If Contractor objects to the requested disclosure, Contractor shall enter and defend or assist the City in defending against any action seeking disclosure of such information, and shall bear all reasonable costs incurred by the City to protect from disclosure information obtained from Contractor pursuant to the Agreement.

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

District (Denver District Court).

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

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

30. PREVAILING WAGE:

A. Contractor's employees and those of its subcontractors are subject to the payment of prevailing wages pursuant to § 20-76 et seq., D.R.M.C. By executing the Agreement, Contractor covenants and affirms that it is familiar with the prevailing wages provisions and is prepared to pay or cause to be paid prevailing wages for the affected services to be provided under the Agreement by Contractor or its subcontractors. The prevailing wages provisions are applicable to all contracts in excess of Two Thousand Dollars (\$2,000.00).

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

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

(1) The minimum wages to be paid for every covered worker may not be less than the scale of wages from time to time determined under § 20-76(b) and (c) to be the prevailing wages. Contractor or its subcontractor shall pay covered workers performing Services under the Agreement the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the Auditor's specifications, and any addenda thereto, on the actual date of proposal opening, regardless of any contractual relationship that may be alleged to exist between Contractor or subcontractor and the covered workers. Increases in prevailing wages subsequent to the date of the Agreement for a period not to exceed one (1) year is mandatory on either Contractor or subcontractors. Future increases in living wages on contracts whose period of performance exceeds one (1) year is mandatory for Contractor and subcontractors only on the yearly anniversary date of the Agreement. The City agrees to reimburse Contractor for mandatory increases in prevailing wages that occur on or after January 1, 2013. Decreases in prevailing wages subsequent to the date of the Agreement for a period not to exceed one (1) year are not permitted.

Decreases in prevailing wages on contracts whose period of performance exceed one (1) year are not effective except on the yearly anniversary date of the Agreement.

(2) Contractor and its subcontractors shall pay all covered workers at least once a week the full amounts of wages accrued at the time of payment, except that Contractor and subcontractor shall pay non- construction workers, such as janitorial or custodial workers performing services under the Agreement, at least twice per month.

(3) Contractor shall post in a prominent and easily accessible place at the site of work the scale of wages to be paid by Contractor and all subcontractors working under Contractor.

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

(5) Contractor shall furnish to the Auditor each week during which Services were performed or are in progress under the Agreement, a true and correct copy of the payroll records of all covered workers employed under the Agreement, either by Contractor or subcontractors. These payroll records must include, among other things, information showing the number of hours worked by each covered worker employed under the Agreement, the hourly pay of the covered workers, any deductions made from pay, and the net amount of pay received by each covered worker for the period covered by the payroll.

(6) The copy of the payroll record must be accompanied by a sworn statement of Contractor that the copy is a true and correct copy of the payroll records of all covered workers working under the Agreement either for Contractor or subcontractors, that payments were made to them as set forth in the payroll records, that no deductions were made other than those set forth in the payroll records, and that all covered workers performing Services under the Agreement, either by Contractor or by any subcontractor, have been paid the prevailing wages as set forth in the Auditor's specifications.

(7) If any covered worker employed by Contractor or any subcontractor under the Agreement has been or is being paid a rate of wages less than the rate of wages required by the Agreement, the City may, by written notice to Contractor, suspend or terminate Contractor's right to proceed with Services, or any part of the Services for which there has been a failure to pay the required wages, and in the event of termination may prosecute the Services to completion by contract or otherwise, and Contractor and any sureties will be liable to the City for any excess costs occasioned the City thereby.

29. 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.

30. 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.

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

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

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

34. 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.

35. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement together with the applicable provisions of the Landfill Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City. Any conflict between the terms of the Agreement and those of the Landfill Agreement such that both or all provision cannot be given effect, then and in that event, the terms of the Landfill Agreement will apply.

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

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

LIST OF EXHIBITS

Exhibit A – EZ Profile

Exhibit B – Rates

Exhibit C – Insurance Certificate

Exhibit D – Prevailing Wage Schedule

[Remainder of page intentionally left blank]

Contract Control Number: ENVHL-202053770-00
Contractor Name: WASTE MANAGEMENT OF COLORADO, INC.

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

SEAL **CITY AND COUNTY OF DENVER:**

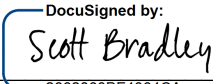
ATTEST: By: _____

APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**
Attorney for the City and County of Denver
By: _____ By: _____

By: _____

Contract Control Number:
Contractor Name:

ENVHL-202053770-00
WASTE MANAGEMENT OF COLORADO, INC.

By:  _____
2662860BF4064CA...

Name: Scott Bradley
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A

EZ Profile™

Requested Facility: _____ ☐ Unsure Profile Number: _____
☐ Multiple Generator Locations (Attach Locations) ☐ Request Certificate of Disposal ☐ Renewal? Original Profile Number: _____

A. GENERATOR INFORMATION (MATERIAL ORIGIN)

- Generator Name: _____
- Site Address: _____
(City, State, ZIP) _____
- County: _____
- Contact Name: _____
- Email: _____
- Phone: _____ 7. Fax: _____
- Generator EPA ID: _____ ☐ N/A
- State ID: _____ ☐ N/A

C. MATERIAL INFORMATION

- Common Name: _____
Describe Process(es) Generating Material: ☐ See Attached
- Material Composition and Contaminants: ☐ See Attached

1.	
2.	
3.	
4.	

Total comp. must be equal to or greater than 100% ≥100%
- State Waste Codes: _____ ☐ N/A
- Color: _____
- Physical State at 70°F: ☐ Solid ☐ Liquid ☐ Other: _____
- Free Liquid Range Percentage: _____ to _____ ☐ N/A
- pH: _____ to _____ ☐ N/A
- Strong Odor: ☐ Yes ☐ No Describe: _____
- Flash Point: ☐ <140°F ☐ 140°–199°F ☐ ≥200° ☐ N/A

E. ANALYTICAL AND OTHER REPRESENTATIVE INFORMATION

- Analytical attached ☐ Yes
Please identify applicable samples and/or lab reports:
- Other information attached (such as MSDS)? ☐ Yes

G. GENERATOR CERTIFICATION (PLEASE READ AND CERTIFY BY SIGNATURE)

By signing this EZ Profile™ form, I hereby certify that all information submitted in this and all attached documents contain true and accurate descriptions of this material, and that all relevant information necessary for proper material characterization and to identify known and suspected hazards has been provided. Any analytical data attached was derived from a sample that is representative as defined in 40 CFR 261 – Appendix 1 or by using an equivalent method. All changes occurring in the character of the material (i.e., changes in the process or new analytical) will be identified by the Generator and be disclosed to Waste Management prior to providing the material to Waste Management.

- ☐ I am an Authorized Agent signing on behalf of the Generator, and I have confirmed with the Generator that information contained in this profile, as well as supporting documents provided, are accurate and complete.

Name (Print): _____ Date: _____
 Title: _____
 Company: _____

THINK GREEN®

QUESTIONS? CALL 800 963 4776 FOR ASSISTANCE Revised November 06, 2020 © 2020 WM Intellectual Property Holdings, L.L.C.

B. BILLING INFORMATION

☐ SAME AS GENERATOR

- Billing Name: _____
- Billing Address: _____
(City, State, ZIP) _____
- Contact Name: _____
- Email: _____
- Phone: _____ 6. Fax: _____
- WM Hauled? ☐ Yes ☐ No
- P.O. Number: _____
- Payment Method: ☐ Credit Account ☐ Cash ☐ Credit Card

D. REGULATORY INFORMATION

- EPA Hazardous Waste? ☐ Yes* ☐ No
Code: _____
 - State Hazardous Waste? ☐ Yes ☐ No
Code: _____
 - Is this material non-hazardous due to Treatment, Delisting, or an Exclusion? ☐ Yes* ☐ No
 - Contains Underlying Hazardous Constituents? ☐ Yes* ☐ No
 - From an industry regulated under Benzene NESHAP? ☐ Yes* ☐ No
 - Facility remediation subject to 40 CFR 63 GGGGG? ☐ Yes* ☐ No
 - CERCLA or State-mandated clean-up? ☐ Yes* ☐ No
 - NRC or State-regulated radioactive or NORM waste? ☐ Yes* ☐ No
- *If Yes, see Addendum (page 2) for additional questions and space.**
- Contains PCBs? → If Yes, answer a, b and c. ☐ Yes ☐ No
 - Regulated by 40 CFR 761? ☐ Yes ☐ No
 - Remediation under 40 CFR 761.61 (a)? ☐ Yes ☐ No
 - Were PCB imported into the US? ☐ Yes ☐ No
 - Regulated and/or Untreated Medical/Infectious Waste? ☐ Yes ☐ No
 - Contains Asbestos? ☐ Yes ☐ No
→ If Yes: ☐ Non-Friable ☐ Non-Friable – Regulated ☐ Friable

F. SHIPPING AND DOT INFORMATION

- ☐ One-Time Event ☐ Repeat Event/Ongoing Business
- Estimated Quantity/Unit of Measure: _____
☐ Tons ☐ Yards ☐ Drums ☐ Gallons ☐ Other: _____
- Container Type and Size: _____
- USDOT Proper Shipping Name: _____ ☐ N/A

Certification Signature



EZ Profile™ Addendum



Only complete this Addendum if prompted by responses on EZ Profile™ (page 1) or to provide additional information. Sections and question numbers correspond to EZ Profile™.

Profile Number: _____

C. MATERIAL INFORMATION

Describe Process Generating Material (Continued from page 1):

If more space is needed, please attach additional pages.

--

Material Composition and Contaminants (Continued from page 1):

If more space is needed, please attach additional pages.

5.	
6.	
7.	
8.	
9.	
Total composition must be equal to or greater than 100%	
	≥100%

D. REGULATORY INFORMATION

Only questions with a "Yes" response in Section D on the EZ Profile™ form (page 1) need to be answered here.

1. EPA Hazardous Waste

a. Please list all USEPA listed and characteristic waste code numbers:

--

b. Is the material subject to the Alternative Debris standards (40 CFR 268.45)?

☐ Yes ☐ No

c. Is the material subject to the Alternative Soil standards (40 CFR 268.49)? → If Yes, complete question 4.

☐ Yes ☐ No

d. Is the material exempt from Subpart CC Controls (40 CFR 264.1083)?

☐ Yes ☐ No

→ If Yes, please check **one** of the following:

☐ Waste meets LDR or treatment exemptions for organics (40 CFR 264.1082(c)(2) or (c)(4))

☐ Waste contains VOCs that average <500 ppmw (CFR 264.1082(c)(1)) – will require annual update.

2. State Hazardous Waste → Please list all state waste codes: _____

3. For material that is Treated, Delisted, or Excluded → Please indicate the category, below:

☐ Delisted Hazardous Waste

☐ Excluded Waste under 40 CFR 261.4 → Specify Exclusion: _____

☐ Treated Hazardous Waste Debris

☐ Treated Characteristic Hazardous Waste → If checked, complete question 4.

4. Underlying Hazardous Constituents → Please list all Underlying Hazardous Constituents:

--

5. Industries regulated under Benzene NESHAP include petroleum refineries, chemical manufacturing plants, coke by-product recovery plants, and TSDFs.

a. Are you a TSDF? → If yes, please complete Benzene NESHAP questionnaire. If not, continue.

☐ Yes ☐ No

b. Does this material contain benzene?

☐ Yes ☐ No

1. If yes, what is the flow weighted average concentration?

_____ ppmw

c. What is your facility's current total annual benzene quantity in Megagrams?

☐ <1 Mg ☐ 1–9.99 Mg ☐ ≥10 Mg

d. Is this waste soil from a remediation?

☐ Yes ☐ No

1. If yes, what is the benzene concentration in remediation waste?

_____ ppmw

e. Does the waste contain >10% water/moisture?

☐ Yes ☐ No

f. Has material been treated to remove 99% of the benzene or to achieve <10 ppmw?

☐ Yes ☐ No

g. Is material exempt from controls in accordance with 40 CFR 61.342?

☐ Yes ☐ No

→ If yes, specify exemption: _____

h. Based on your knowledge of your waste and the BWON regulations, do you believe that this waste stream is subject to treatment and control requirements at an off-site TSDF?

☐ Yes ☐ No

6. 40 CFR 63 GGGGG → Does the material contain <500 ppmw VOHAPs at the point of determination?

☐ Yes ☐ No

7. CERCLA or State-Mandated clean up → Please submit the Record of Decision or other documentation with process information to assist others in the evaluation for proper disposal. A "Determination of Acceptability" may be needed for CERCLA wastes not going to a CERCLA approved facility.

8. NRC or state regulated radioactive or NORM Waste → Please identify Isotopes and pCi/g: _____



Additional Profile Information

Profile Number: _____

C. MATERIAL INFORMATION

Material Composition and Contaminants (Continued from page 2): If more space is needed, please attach additional pages.

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35.	
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37.	
38.	
39.	
40.	
Total composition must be equal to or greater than 100%	
	≥100%

D. REGULATORY INFORMATION

1. EPA Hazardous Waste
- a. Please list all USEPA listed and characteristic waste code numbers (Continued from page 2):
-

2. Form Code:

3. Source Code:



Additional Profile Information

Profile Number: _____

F. SHIPPING AND DOT INFORMATION

4. USDOT Proper Shipping & Technical Name (Continued from page 1):

2.	<input type="checkbox"/> N/A
3.	<input type="checkbox"/> N/A
4.	<input type="checkbox"/> N/A
5.	<input type="checkbox"/> N/A
6.	<input type="checkbox"/> N/A
7.	<input type="checkbox"/> N/A
8.	<input type="checkbox"/> N/A
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10.	<input type="checkbox"/> N/A
11.	<input type="checkbox"/> N/A
12.	<input type="checkbox"/> N/A
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15.	<input type="checkbox"/> N/A
16.	<input type="checkbox"/> N/A
17.	<input type="checkbox"/> N/A
18.	<input type="checkbox"/> N/A
19.	<input type="checkbox"/> N/A
20.	<input type="checkbox"/> N/A
21.	<input type="checkbox"/> N/A
22.	<input type="checkbox"/> N/A
23.	<input type="checkbox"/> N/A
24.	<input type="checkbox"/> N/A
25.	<input type="checkbox"/> N/A
26.	<input type="checkbox"/> N/A
27.	<input type="checkbox"/> N/A
28.	<input type="checkbox"/> N/A
29.	<input type="checkbox"/> N/A
30.	<input type="checkbox"/> N/A
31.	<input type="checkbox"/> N/A
32.	<input type="checkbox"/> N/A
33.	<input type="checkbox"/> N/A
34.	<input type="checkbox"/> N/A
35.	<input type="checkbox"/> N/A
36.	<input type="checkbox"/> N/A
37.	<input type="checkbox"/> N/A
38.	<input type="checkbox"/> N/A
39.	<input type="checkbox"/> N/A
40.	<input type="checkbox"/> N/A
41.	<input type="checkbox"/> N/A
42.	<input type="checkbox"/> N/A
43.	<input type="checkbox"/> N/A
44.	<input type="checkbox"/> N/A
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46.	<input type="checkbox"/> N/A
47.	<input type="checkbox"/> N/A
48.	<input type="checkbox"/> N/A
49.	<input type="checkbox"/> N/A
50.	<input type="checkbox"/> N/A
51.	<input type="checkbox"/> N/A



Additional Profile Information

Profile Number: _____

C. MATERIAL INFORMATION

3. State Waste Codes (Continued from page 1):

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EXHIBIT B

RATE SCHEDULE

Denver Arapahoe Disposal Site
Industrial/Remedial Waste Price Schedule
April 1, 2021 to December 31, 2021

Waste Type or Service	City & County of Denver Rate Effective April 1, 2021		City & County of Denver Rate April 1, 2021 with SWUF Fee*	
2021 Landfill Disposal Fees				
Industrial Waste Soils ³	\$9.72	Ton	\$9.99	Ton
Industrial Waste Non-Soils (Front Range Diversion Fee Exempt) ⁴	\$9.72	Ton	\$10.89	Ton
Industrial Waste Non-Soils (Front Range Diversion Fee Applicable) ^{4,5}	\$9.72	Ton	\$11.89	Ton
Industrial Waste All (Front Range Diversion Fee Exempt) ^{1,3}	\$9.20	Cubic Yard	\$9.55	Cubic Yard
Industrial Waste All (Front Range Diversion Fee Applicable) ^{1,3,5}	\$9.20	Cubic Yard	\$9.85	Cubic Yard
Friable Asbestos	\$16.50	Cubic Yard	\$16.85	Cubic Yard
Friable Asbestos soils	\$12.52	Ton	\$12.79	Ton
Friable Asbestos soils	\$14.67	Cubic Yard	\$15.02	Cubic Yard
Non-Friable Asbestos	\$16.10	Cubic Yard	\$16.45	Cubic Yard
Non-Friable Asbestos soils	\$11.30	Ton	\$11.57	Ton
Non-Friable Asbestos soils	\$13.26	Cubic Yard	\$13.61	Cubic Yard
Drummed Waste (solids) ⁴	\$85.89	Drum	see superscript 4	Drum
Construction & Demolition Debris ³	\$11.45	Ton	\$13.62	Ton
Construction & Demolition Debris ^{1, 3}	\$11.65	Cubic Yard	\$12.30	Cubic Yard
Clean Soil ² (Free of TPH, debris, organic material, objects >6" in any dimension, etc.)	No Charge	Cubic Yard	\$0.65	Cubic Yard
* Includes CDPHE SWUF Surcharges as of January 1, 2021. SWUF rates will be adjusted as necessary to reflect current regulatory rate. For the purpose of calculating SWUF by the ton any waste stream containing <50% soil or 'soil like' material will be considered a 'Non-Soil'				
Assumptions for Superscript Items ^{1-5:}				
1) All per load rates hauled by third parties for the C&C of Denver assume the following volumes: 17 yd ³ load for standard end dump, 10 cubic yards for a tandem dump truck. Non-standard trucks may be measured to determine actual volumes, both higher and lower. Trucks owned & operated by C&C of Denver will be invoiced based on tonnage or actual measurements.				
2) Documentation must be provided that shows that the soils were not impacted by industrial processes and that levels of constituents of concerns allow for unrestricted use of the material, including resale as fill.				
3) All C&C accounts will be set up at the applicable tonnage rates unless the City project manager requests that the rate be established at the yardage rate.				
4) The SWUF on drums into DADS landfill will be calculated by ton at the Solid Waste User Fee rate of \$1.17 per ton for waste exempt from Front Range Diversion Fee waste or at \$2.17 per ton for waste that is non-exempt from Front Range Diversion Fee waste prorated to the actual weight of the drum(s).				
5) Certain solid wastes are exempt from the Front Range Diversion Fee outlined in Senate Bill 19-192 if separated out from the rest of the load, including asbestos-containing material, asbestos waste, friable asbestos-containing material as that term is defined in section 25-7-502(6), friable asbestos, nonfriable asbestos waste, regulated asbestos-contaminated soil, nonregulated asbestos-contaminated soil, pathological waste, pharmaceutical waste, ash, biohazardous waste, infectious waste as that term is defined in section 25-15-402(l)(a), medical waste, exploration and production waste as that term is defined in section 30-20-109 (1.5)(a)(i), technologically enhanced naturally occurring radioactive material as that term is defined in section 25-11-201 (1) (f), grit and sludge, automobile shredder residue, dead animals, special waste liquids, or contaminated soils.				

EXHIBIT B

RATE SCHEDULE CONTINUED

Non-Manifested Waste Transportation Fees				
Roll-off Delivery (DIA, SIA, & Metro Denver)	\$140.46	Each		
Roll-off Relocate/Trip Charge (DIA, SIA, & Metro Denver)	\$140.46	Each	Trip will be charged if box is inaccessible or too heavy	
Roll-off Haul to disposal (DIA, SIA, & Metro Denver)	\$283.16	Load		
Roll-off bin rental/inactivity	Waived if moved at least once per month	Day	\$5.61	Day
Landfill Off-loading Fees				
Loader, backhoe, etc.	\$190.59	Hour	1 hour minimum charge	
Subcontracted equipment (cranes, etc.)	Cost plus 10%	%		
Manifested Waste Transportation Fees				
Roll-off Delivery (DIA, SIA, & metro Denver)	\$140.46	Each		
Roll-off Haul to disposal (DIA, SIA, & Metro Denver)	\$283.16	Load		
Industrial Waste Roll-off special haul	\$134.53	Hour		
Roll-off bin rental/inactivity	Waived if moved at least once per month	Day	\$5.25	Day
End Dump Trailer	\$112.11	Hour		
Liftgate truck with Driver (for drums) (portal-to-portal)	\$112.11	Hour	LTL Drum Pick up: \$26.75 per drum, \$144.45 minimum per stop	Per Drum/Stop
Vacuum trucks (80- bbl.)	\$107.01	Hour		
Vacuum trucks (130- bbl.)	\$128.42	Hour		
High CFM Supersucker Unit, Operator, & support Technician (portal-to-portal)	\$325.84	Hour		
Labor & Services				
Hydroexcavator & Confined Space Crew (on site work)	\$617.64	Hour	Includes truck, confined space equipment, PPE, and up to 4 personnel.	
Project Supervisor	\$67.27	Hour		
Industrial Technician	\$49.94	Hour		
Technician Level D Personal Protective Equipment	\$25.33	Man/Day		
Technician Level C Personal Protective Equipment	\$64.06	Man/Day		
Truck Mounted Pressure Washer (w/heat)	\$117.72	Hour		
Winch Truck	\$151.70	Hour		
Dewatering or Vacuum Box	\$52.79	Day		
Dewatering Box Liners	Cost plus 10%	%		
Roll off Box Liners	\$47.19	Each		
Sludge Box (water tight)	\$29.81	Day		
500-bbl Hard Lid Fractionation Tank	\$42.65	Day		
Subcontracted services	Cost plus 10%	%		
Re-Invoicing Fee	\$55.00	Each	For reprint of invoice and compiling of backup documentation	DIA / SIA Excluded
Liquids Disposal (CSI Landfill)				
Non-hazardous Liquids for Disposal	\$89.70	Drum	CSI Landfill, \$168.17 Washout Fee when applicable	
	\$165.11	Pallet, Tote, Box		
	\$0.43	Gallon		

EXHIBIT B

RATE SCHEDULE CONTINUED

Waste Type or Service	City & County of Denver Rate Effective April 1, 2021		City & County of Denver Rate April 1, 2021 with SWUF Fee*	
2021 Diversion/ Alternative Use Management Fees				
Wood for Recycling ^{1,4}	\$4.39	Cubic Yard	SWUF is not applicable	Cubic Yard
Yard Waste for Recycling ⁴	\$8.96	Cubic Yard	SWUF is not applicable	Cubic Yard
Liquid for Compost ^{5, 6, 7}	\$0.08	Gallon	SWUF is not applicable	Gallon
Brick, CMU, & Shotcrete ^{2,5}	\$12.85	Ton	\$14.52	Ton
Gypsum/Drywall from new construction ^{3,5}	\$21.02	Ton	\$22.69	Ton
Landfill Off-loading Fees				
* Includes CDPHE SWUF Surcharges as of January 1, 2021. SWUF rates will be adjusted as necessary to reflect current regulatory rate.				
Assumptions for Superscript Items :				
1. Dimensional lumber, engineered woods, or wood fiber material, such as: OSB, plywood, hardwood, and particle board. (Nails OK) If the wood is painted or treated, or trash of any type is mixed in, the load will be rejected and taken to the landfill & invoiced at the appropriate disposal rate.				
2. These materials will be reused for road base (Reference USGBC 2009 LEED®MR Credit 2: Construction Waste Management).				
3. This material will be used as Alternative Daily Cover (ADC) (Reference: USGBC 2009 LEED ®MR Credit 2: Construction Waste Management).				
4. Yardage is based on container volume.				
5. A waste profile is required.				
6. Waste Management of Colorado, Inc. reserves the right to reject material due to weather and storage constraints.				
7. Each load will weigh in and out and use a tons to gallons conversion of 240 gallons per ton.				

EXHIBIT C**CERTIFICATE OF LIABILITY INSURANCE**

1/1/2022

DATE (MM/DD/YYYY)
3/23/2021

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

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

PRODUCER	LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
INSURED 1300436	WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT OF COLORADO, INC. 5500 SOUTH QUEBEC STREET GREENWOOD VILLAGE CO 80111	INSURER A: ACE American Insurance Company	
		INSURER B: Indemnity Insurance Co of North America	
		INSURER C: ACE Fire Underwriters Insurance Company	
		INSURER D: ACE Property & Casualty Insurance Co	
		INSURER E:	
		INSURER F:	
		NAIC #	
		22667	
		43575	
		20702	
		20699	

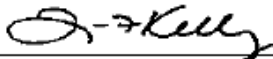
COVERAGES **CERTIFICATE NUMBER: 17432595** **REVISION NUMBER: XXXXXXXX**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	HDO G71572985	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COM/OP AGG \$ 6,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	MMT H25308645	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$	N	N	XOOG27929242 006	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
B A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C6781180A (AOS) WLR C67811768 (AZ, CA & MA) SCF C67811847 (WI)	1/1/2021 1/1/2021 1/1/2021	1/1/2022 1/1/2022 1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	N	N	XSA H25308608	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

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

CERTIFICATE HOLDER**CANCELLATION**

17432595 CITY AND COUNTY OF DENVER 101 W. COLFAX AVENUE, SUITE 800 DENVER CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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EXHIBIT D



TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification & Compensation Technician II
DATE: January 06, 2020
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, January 03, 2020** 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. CO20200002
Superseded General Decision No. CO20190002
Modification No. 0
Publication Date: 01/03/2020
(6 pages)

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

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$13.00 to comply with the city's minimum wage. The effective date is August 15, 2019. See page 7 for reference.**

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

"General Decision Number: CO20200002 01/03/2020

Superseded General Decision Number: CO20190002

State: Colorado

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

* ASBE0028-001 07/01/2019

Rates	Fringes
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Asbestos Workers/Insulator
(Includes application of

all insulating materials,
 protective coverings,
 coatings and finishings to
 all types of mechanical
 systems).....\$ 32.98 14.73

 BRCO0007-004 01/01/2019

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

	Rates	Fringes
BRICKLAYER.....	\$ 29.52	10.48

 BRCO0007-006 05/01/2018

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 25.88	10.34

 ELEC0012-004 06/01/2019

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN		
Electrical contract over		
\$1,000,000.....	\$ 27.50	12.50+3%
Electrical contract under		
\$1,000,000.....	\$ 24.85	12.50+3%

 ELEC0068-001 06/01/2019

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

	Rates	Fringes
ELECTRICIAN.....	\$ 36.50	16.18

 ELEC0111-001 03/01/2019

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 20.41	13.75%+\$6.20

Line Equipment Operator.....	\$ 28.98	13.75%+\$6.20
Lineman and Welder.....	\$ 44.92	25.25%+\$5.75

ELEC0113-002 06/01/2019

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 32.60	16.23

ELEC0969-002 06/01/2019

MESA COUNTY

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

ENGI0009-001 05/01/2018

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 28.57	10.70
Blade: Rough.....	\$ 28.25	10.70
Bulldozer.....	\$ 28.25	10.70
Cranes: 50 tons and under..	\$ 28.40	10.70
Cranes: 51 to 90 tons.....	\$ 28.57	10.70
Cranes: 91 to 140 tons.....	\$ 29.55	10.70
Cranes: 141 tons and over...	\$ 31.07	10.70
Forklift.....	\$ 27.87	10.70
Mechanic.....	\$ 28.73	10.70
Oiler.....	\$ 27.49	10.70
Scraper: Single bowl under 40 cubic yards.....	\$ 28.40	10.70
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 28.57	10.70
Trackhoe.....	\$ 28.40	10.70

IRON0024-003 01/01/2019

	Rates	Fringes
Ironworkers:.....	\$ 29.85	21.76
Structural		

LABO0086-001 05/01/2009

	Rates	Fringes
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Laborers:

Pipelayer.....	\$ 18.68	6.78
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 PLUM0003-005 06/01/2017

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

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

 PLUM0058-002 07/01/2018

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.75	14.85

 PLUM0058-008 07/01/2018

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.75	14.85

 PLUM0145-002 07/01/2016

MESA COUNTY

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

 PLUM0208-004 06/01/2016

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

	Rates	Fringes
PIPEFITTER.....	\$ 37.10	16.62

 * SHEE0009-002 07/01/2019

	Rates	Fringes
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Sheet metal worker.....	\$ 34.62	18.10
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TEAM0455-002 07/01/2018

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 21.41	4.32
Tandem/Semi and Water.....	\$ 22.04	4.32

SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 17.60	
Carpenters:		
Form Building and Setting...	\$ 16.97	2.74
All Other Work.....	\$ 15.14	3.37
Cement Mason/Concrete Finisher...	\$ 17.31	2.85
IRONWORKER, REINFORCING.....	\$ 18.83	3.90
Laborers:		
Common.....	\$ 11.22	2.92
Flagger.....	\$ 8.91	3.80
Landscape.....	\$ 12.56	3.21
Painters:		
Brush, Roller & Spray.....	\$ 15.81	3.26
Power equipment operators:		
Backhoe.....	\$ 16.36	2.48
Front End Loader.....	\$ 17.24	3.23
Skid Loader.....	\$ 15.37	4.41

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

**Office of Human Resources
Supplemental Rates
(Specific to the Denver Projects)
(Supp #74, Revised: 08-21-2019)**

Classification		Base	Fringe
Ironworker	Ornamental	\$24.80	\$10.03
Laborer	Group 1	\$18.18	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Common)		\$13.00	\$2.92
Laborer (Flagger)		\$13.00	\$3.80
Laborer (Landscape)		\$13.00	\$3.21
Laborer (Janitor)	Janitor/Yardmen	\$17.68	\$8.22
Laborer (Asbestos)	Removal of Asbestos	\$21.03	\$8.55
Laborer (Tunnel)	Group 1	\$18.53	\$8.30
	Group 2	\$18.63	\$8.31
	Group 3	\$19.73	\$8.42
	Group 4	\$21.59	\$8.61
	Group 5	\$19.68	\$8.42
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Power Equipment Operator (Tunnels above and below ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31

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