

## ON-CALL MAINTENANCE/REPAIR CONTRACT

**THIS ON-CALL MAINTENANCE/REPAIR CONTRACT** (this “**Agreement**”) is by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”), and **KONE INC.**, a Delaware corporation whose address is One KONE Court, Moline, IL 61265 (the “**Contractor**”).

### RECITALS

**WHEREAS**, the City has identified a need for a qualified contractor to perform, as assigned, services as directed by the City on an “on-call” or “as needed” basis (the “**Program**”). Program work will generally consist of performance of such maintenance and repair services required on a variety of as yet to be identified projects as assigned by the City (the “**Projects**”).

**WHEREAS**, the work shall consist of routine (not Emergency) elevator maintenance and repair at multiple locations throughout the City and County of Denver. The work may include but is not limited to those responsibilities set out on the attached exhibits.

**WHEREAS**, the Contractor is willing, able and has the present capacity to perform all of the maintenance and repair services required by this Agreement.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and subject to the terms and conditions stated in this Agreement, the Parties agree as follows:

1. **DEFINITIONS:** The capitalized terms used in this Agreement and any and all exhibits hereto will have the meanings given such terms in the paragraph in which such terms are parenthetically defined. The meanings given to terms defined will be equally applicable to the singular and plural forms of such terms. In addition, the following capitalized terms shall have the following meanings:

A. “City” means and refers to the City and County of Denver or a person authorized to act on its behalf.

B. “Contractor” means and refers to the Contractor, its agents, employees, officers, and anyone acting on its behalf.

C. “*Exhibit A*” or “Scope of Work” means the Contractor’s scope of work under this Agreement, and as further defined in each specific work order assigned hereunder (the “Work Order”).

D. “Standard Work Hours” means Monday through Friday, 7:00 A.M to 5:00 P.M. as described in *Exhibit A*.

E. “Non-Standard Work Hours” means Monday through Friday, Weekends, and City of Denver Holidays, 5:00 P.M. to 7:00 A.M. as described in *Exhibit A*.

F. “Subcontractor” means an entity, other than the Contractor, that furnished or furnishes to the City or the Contractor services or supplies (other than standard office supplies, office space or printing services) pursuant to this Agreement.

G. “Work Order” means the specific emergency task given to the Contractor for execution as contemplated under this Agreement.

## 2. **WORK TO BE PERFORMED:**

A. **Work:** The Contractor shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete all of the work described in the Scope of Work and Technical Requirements, *Exhibit A* (the “**Work**”). Contractor shall perform Work in a highly skilled manner consistent with the performance standards and technical requirements set forth in *Exhibit A*. The Contractor shall commence the Work within five (5) calendar days following the issuance by the City of a Work Order for a Project unless a different period is specified in the Work Order. The Contractor shall complete the Project within the time period specified in the Work Order for the Project. The Contractor shall diligently prosecute the Work to completion using its best efforts, highly skilled work effort and attention. The Contractor shall be solely responsible for all means, methods and techniques of performance, protection of property and safety. The Contractor shall be responsible to the City for the acts and omissions of the Contractor’s employees and any other persons performing any of the work or furnishing materials.

B. **Oversight:** The Contractor shall conduct the Work under the general direction of and in coordination with the Executive Director of the Department of General Services (“**Executive Director**”), or the Executive Director’s Designee and the Department employee(s) assigned to manage the Work Project (the “**Department**”), and make every reasonable effort to fully coordinate the Work Project with any City agency or any person or firm under contract with the City doing work which affects the Contractor’s Work Project. The Contractor agrees to allow the City to review any of the procedures used by it in doing the Work under this Agreement and to make available for inspection all notes and other documents used in performing the Work.

C. **Cooperation and Coordination:** The Contractor shall make every reasonable effort to fully coordinate the Work with any City agency or any person or firm under contract with the City doing work which affects the Contractor’s Work on any particular Work Order. The Contractor agrees to allow the City to review any of the procedures used by it in doing the Work under this Agreement and to make available for inspection all notes and other documents used in performing the Work.

D. **Non-exclusivity:** The Contractor acknowledges and agrees that this Agreement does not create an exclusive right to perform all Work for which the City may contract for the type of service described in *Exhibit A*. The City may enter contracts with other contractors to perform the same or similar services and reserves the right to select, at the discretion of the Executive Director or their designee, the contractor that is the most cost effective, best suited, and/or most readily able to perform a specific Work Project.

E. **Work Order Notice:** As the Department determines the need and availability of funding for each Work Project, the City will issue a written Work Order to the Contractor detailing the nature and extent of services to be provided, the location of the Work Project, and the timeframes within the Work Project is to be performed, with a projected amount to be paid to the Contractor (the “**Work Project Amount**”) based on the Work items described in the Scope of Work and Technical Requirements in *Exhibit A* and the Rate Sheet set forth in *Exhibit B*, which is attached to this Agreement and incorporated herein by reference. The Contractor acknowledges and affirms that the City may rely upon *Exhibit B* in the preparation of Work Order(s) as provided herein. The Contractor shall, within forty-eight (48) hours and in good faith, confirm the scope of services detailed therein and the associated Work Project Amount, all of which must be in accordance with the terms and conditions of this Agreement, and respond

back in writing to the Department as to the Contractor's ability to initiate and complete the Work Project in the timeframes specified in the Task Notice. The Contractor assumes all responsibility and risks, including any additional work or additional costs, for failure to confirm the completeness and accuracy of the Task Notice and the Work Project Amount. Confirmation includes, but is not restricted to, inspections of the Work Project site and inquiries with the Department as to any directions or specifications in the Work Order which are not clear. Upon the Contractor confirming the Work Order Notice, with or without changes or corrections, the Department will notify the Contractor to proceed on the assigned Work Project and acknowledging or denying any corrections or changes to the Work Order Notice or Work Project Amount requested by the Contractor.

**F. Work Order Change:** If, after the Department notifies the Contractor to proceed to perform a Work Order and commencement on the Work Project, additions, deletions or modifications to the Work described in the Work Order Notice, along with any associated changes in the Work Project Amount, are required by the Department or are requested by the Contractor and approved in advance by the Department, an amended Work Order will be issued by the Department to the Contractor in accordance to the same standards and procedures prescribed for Work Order Notices. The Contractor shall promptly and thoroughly review and respond to the proposed changes, in accordance to the same standards and procedures prescribed for Work Orders and notify the Department that the Contractor is ready and willing to perform the Work Project in the manner and timeframes as modified by the amended Work Order Notice.

**G. Inspection of the Work:** Persons who are employees of the City or who are under contract to the City will be assigned to inspect and test the Work. These persons may perform any tests and observe the Work to determine whether or not materials used, manufacturing and construction processes and methods applied, and equipment installed satisfy the requirements of the technical specifications, all other Contract requirements, and the Contractor's warranties and guarantees. The Contractor shall permit these inspectors unlimited access to the Work and provide means of safe access to the Work, which cost shall be included in the Contractor's price for the Work. In addition, the Contractor shall provide whatever access and means of access are needed to off-site facilities used to store or manufacture materials and equipment to be incorporated into the Work and shall respond to any other reasonable request to further the inspector's ability to observe or complete any tests. Such inspections shall not relieve the Contractor of any of its quality control responsibilities or any other obligations under this agreement. All inspections and all tests conducted by the City are for the convenience and benefit of the City. These inspections and tests do not constitute acceptance of the materials or Work tested or inspected, and the City may reject or accept any Work or materials at any time prior to the inspections, whether or not previous inspections or tests were conducted by the inspector or a City representative.

**H. Warranties; Correction of Work:** The Contractor warrants that all parts, materials, components, equipment, systems and other items incorporated into the Work ("**Items**") shall be new, unless otherwise specified, and suitable for the purpose used, and will be of good quality, free from faults and defects, and in keeping with common industry standards and that said Items shall be properly installed or incorporated into the Work in accordance with manufacturer's specifications and standard practices for said Items, and all of this shall be in conformance with the specifications and requirements of this Agreement. The Contractor's warranty shall be effective for a one-year period following the completion of the Work and shall be extended for one year following any repair, replacement or corrective action required under the warranty. The Contractor, when requested, shall furnish the Executive Director or their designee with satisfactory evidence of the kind and quality of Items proposed to be incorporated into the Work. At any time while this Agreement is in effect or during the warranty period, the Contractor shall, at no cost to the City, promptly investigate, repair, replace, or otherwise correct any of its workmanship and/or Items in the Work which contain fault(s) or defect(s),

whether such failure(s) are observed by the City or the Contractor, and promptly repair, replace, otherwise correct any damage to any personal or real property owned by the City or another person resulting from said fault(s) or defect(s) or from the repair, replacement, or correction of the fault(s) or defect(s).

**I. Title:** The Contractor warrants that it has full title to all items incorporated into the Work, that its transfer of such title to the City is rightful and free and clear from all security interests, liens, claims, or encumbrances whatsoever, and that the Contractor will defend such title against all persons claiming the whole or part of any Item, at no cost to the City.

**J. Completion; Deficiency:** The Contractor shall promptly notify the Project Manager as to the completion of the Work so that inspection of the Work may be made by the City. If a Completion Notice is specified in the Work Order, the Contractor shall not submit a request for payment for the Work performed until a Completion Notice is issued by the Executive Director or their designee or ten (10) calendar days after City is notified of Work completion, whichever is sooner. If the Work performed is determined by the Executive Director or their designee to be defective, deficient or incomplete, whether or not a Completion Notice is required, the Contractor shall correct or complete the Work, at no additional cost to the City, within the timeframe specified in a Notice of Deficiency issued by the Executive Director or their designee, and promptly notify the Executive Director or their designee upon correction or completion of the Work.

**K. Time is of the Essence:** The Work is time sensitive. The Contractor acknowledges and affirms that it is imperative that the Contractor exercise due diligence and actively and expeditiously undertake all measures necessary: 1) in initiating, making good progress, and completing the Work Project, all within the timeframes specified in this Agreement and applicable Work Order, and 2) in promptly and fully correcting or completing any Work noted in a Notice of Deficiency. Failure or refusal by the Contractor to initiate, make good progress, or complete the Work within the Performance Period may result, at the discretion of the Executive Director or their designee, in termination of this Agreement, or in assessment of liquidated damages under Section 7 of Agreement.

**L. Subcontracting:** Except as approved by the Executive Director or their designee in advance and in writing, the Contractor shall not subcontract with another contractor to perform the Work. The Contractor is prohibited from hiring any subcontractor currently debarred by the City in accordance with section 20-77 of the Denver Revised Municipal Code.

### **3. METHODS OF WORK:**

**A. Resources, Personnel, and Time Commitment:** The Work shall be promptly commenced and actively prosecuted with the optimum complement of workers and equipment in order to complete the Work in an effective and expeditious manner. The Contractor shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to perform and complete the Work. The Work shall be undertaken by workers skilled, proficient, and experienced in the trades required by this Agreement and shall be performed in an orderly and responsible manner in accordance with recognized standards and the plans and specifications contained in this Agreement or provided to the Contractor by the City. If the City reasonably believes that the Work is not proceeding satisfactorily or timely because the Contractor has not utilized an adequate number of qualified and skilled personnel or workers or provided sufficient tools, supplies, equipment, or materials, then the City may require the Contractor, at no additional cost to the City, to utilize additional qualified and skilled personnel or workers or provide additional tools, supplies, equipment, or materials to perform the Work in a manner reasonably acceptable to the City.

**B. Permits and Licenses:** Any tasks specified under this Agreement that require the employment of licensed or registered personnel shall be performed by licensed or registered personnel. The Contractor shall obtain, at its own expense, and maintain all permits or licenses, including any prescribed governmental authorizations or approvals, required for the performance of the Work and shall demonstrate, if requested, what actions the Contractor has taken to comply with the required permits, licenses, authorizations or approvals.

**C. Work Site Conditions:** Work sites and nearby locations shall be kept clean and neat. Equipment, vehicles, and materials no longer needed at the site shall be promptly removed from the site, and any such items lawfully stored for use on the site shall be so placed and secured as to protect the public health and safety. All scraps, debris, trash, excess soil, and other waste materials shall be regularly removed and properly disposed of. Disposal in solid waste containers provided by the City is prohibited unless written authorization is obtained.

**D. Protection of Property:** The Contractor shall assume full responsibility and expense for the protection of all public and private property, including but not limited to structures, street improvements, pathways, irrigation systems, landscaping, water lines, sewers, and other utilities, both above and below ground, at or near the site or sites of the Work or at any other location affected by the prosecution of the Work or the transportation or utilization of workers, equipment, or materials in connection with the Work. The Contractor shall provide, in a timely manner and in advance, written notice to: 1) the City department having charge of any property, right of way, or utility affected by the Work; 2) any utility having charge of any utility affected by the Work; and 3) any private property owner whose property or improvements will be affected by the Work, and shall make all necessary arrangements with such City department, utility, or private property owner for the removal and replacement or the protection of such property. The Contractor shall arrange and obtain any utility locations required by law or necessary to protect utilities or underground facilities on public or private property and shall be liable for any failure to obtain or comply with such utility locations. To the extent that any permit or license is required by a City department or other governmental entity for any work on public property, said permit or license shall be obtained and paid for by the Contractor in advance of performing the Work and shall be complied with in the performance of the Work. If the Contractor or its employees, agents, or subcontractors destroy or damage any property, public or private, the Contractor shall promptly repair or replace such property, to the reasonable satisfaction of the Department, before the City will accept or pay for the Work performed. If the Contractor fails to make such repairs or replacement, the Executive Director or their designee may, at the Executive Director's or their designee's discretion, undertake such repair or replacement and deduct the cost of the same from amounts payable to the Contractor under this Agreement.

**E. Safety:** The Contractor is responsible for the health and safety of every person on or at the Work site and shall take all necessary and appropriate precautions and actions to protect such persons from injury, death or loss. The Contractor shall be responsible for being fully familiar with and complying with all applicable City, state or federal laws, ordinances, rules and regulations, requirements and guidelines, including the Occupational Safety and Health Act and any regulations or directives adopted thereunder ("**Safety Laws**"). The Contractor shall promptly notify the City in writing of any violations of said Safety Laws, along with copies of any injury reports, and any citations, orders, or warnings issued by governmental agencies in the enforcement of said Safety Laws. The Contractor shall provide and properly locate all necessary protective devices and safety precautions, including warning signs, barricades, or other devices or precautions as required by Safety Laws or the City. For all operations requiring the placement and movement of equipment or materials, the Contractor shall observe and exercise, and shall direct its employees or agents to observe and exercise, all appropriate and prudent caution so as to avoid injury to persons or damage to property and to minimize annoyance to or undue interference with the movement of the public and the performance of City functions. All ladders,

scaffolding, or other devices used to reach objects not otherwise accessible, shall be of sound construction, firm and stable and shall be maintained in good, operable condition. All such equipment shall be moved, placed, shifted, and removed from work areas in such a manner as to provide maximum safety to persons and property and cause the least possible interference with the normal usage of such areas by the public and City personnel.

**F. Disposal of Non-Hazardous Waste at DADS:** In accordance with Executive Order 115 and the Landfill Agreement made between the City and Waste Management of Colorado, Inc., the Contractor will be required to haul dedicated loads (non-hazardous entire loads of waste) to the Denver-Arapahoe Disposal Site (“**DADS**”) for disposal. DADS is located at Highway 30 and Hampden Avenue in Arapahoe County, Colorado. The City will pay all fees associated with such disposal but the Contractor shall be responsible for the costs of transporting the loads. Non-hazardous waste is defined as those substances and materials not defined or classified as hazardous by the Colorado Hazardous Waste Commission pursuant to C.R.S. §25-15-207, as amended from time to time, and includes construction debris, soil and asbestos. Proposals shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

**G. Prohibition on Use of CCA-Treated Wood Products:** The use of any wood products pressure-treated with chromated copper arsenate (CCA) is prohibited. Examples of CCA-treated wood products include wood used in play structures, decks, picnic tables, landscaping timbers, fencing, patios, walkways and boardwalks.

**H. Waiver of Part 8 of Article 20 of Title 13, Colorado Revised Statutes:** The Contractor specifically waives all the provisions of Part 8 of Article 20 of Title 13, Colorado Revised Statutes regarding defects in the Work under this Agreement.

**I. Liens and Other Encumbrances:** The Contractor shall not permit any mechanic’s or materialman’s liens or any other liens to be imposed and remain for more than ninety (90) days upon any City-owned property, or any part thereof, by reason of any worker labor performed or materials or equipment furnished by any person or legal entity to or on behalf of the Contractor, either pursuant to C.R.S. § 38-26-107 or by any other authority. The Contractor shall promptly pay when due all bills, debts and obligations incurred in connection with this Agreement and shall not permit the same to become delinquent. The Contractor shall not permit any lien, mortgage, judgment, execution or adjudication of bankruptcy which will in any way impair the rights of the City under this Agreement. The Contractor will indemnify and save harmless the City for the extent of any and all payments, interests, and penalties resulting from failure to comply with this section. The Contractor’s obligations set out in this section shall survive the termination of this Agreement.

**J. Environmental Compliance:** The Contractor shall obtain all necessary federal, state, and local environmental permits and comply with all applicable federal, state, and local environmental permit requirements relating to the Work. The Contractor shall comply with all applicable local, state, and federal environmental guidelines, rules, regulations, statutes, laws, and orders (collectively, “**Environmental Requirements**”), including but not limited to Environmental Requirements regarding the storage, use, transportation, and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. The term “Hazardous Materials” shall mean asbestos and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), any petroleum products, natural gas, radioactive source material, pesticides, any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, and chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic

Substances Control Act, and any guidelines issued and rules or regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

**K. Attorney's Fees:** Colorado Revised Statute 38-26-107 requires that in the event any person or company files a verified statement of amounts due and unpaid in connection with a claim for labor and materials supplied on this project the City shall withhold from payments to the Contractor sufficient funds to insure the payment of any such claims. Should the City and County of Denver be made a party to any lawsuit to enforce such unpaid claims or any lawsuit arising out of or relating to such withheld funds, the Contractor agrees to pay to the City its costs and reasonable attorney's fee which cost shall be included as a Cost of the Work. Because the City Attorney Staff does not bill the City for legal services on an hourly basis, the Contractor agrees a reasonable fee shall be computed at the rate of two hundred dollars per hour of City Attorney time.

**L. Environmental Sustainability:** The Contractor shall demonstrate commitment to and experience in environmental sustainability and public health protection practices applicable to its line of services including, but not limited to, construction waste recycling and energy efficiency. Contractor shall work to reduce landfill waste by recycling and/or salvaging recyclable materials. Where applicable, vendor shall procure and install fixtures and equipment that reduce energy use.

**4. TERM:** The term of this Agreement will commence upon April 1, 2025, and will continue through March 31, 2028 (the "**Term**"). The Term may be extended on the same terms and conditions, for two optional (1) one-year renewal term, upon written amendment to this Agreement prior to the expiration of the current term. Subject to the Executive Director's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Executive Director. The Contractor agrees to comply with all applicable Contract close-out procedures and requirements set forth in the Contract and as otherwise directed by the Executive Director or their designee.

## **5. COMPENSATION AND PAYMENT:**

**A. Maximum Contract Amount:** Each Project will be assigned and authorized separately by Work Order. The Maximum Contract Amount to be paid by the City to the Contractor for satisfactory completion of all Work Orders authorized by the City and performed by the Contractor under this Agreement shall in no event exceed the sum of **THREE MILLION DOLLARS AND ZERO CENTS (\$3,000,000.00)**, unless this Agreement is modified to increase said amount by a duly authorized and written amendment to Agreement executed by the Parties in the same manner as Agreement. The Maximum Contract Amount stated herein is not intended, and shall not be construed, as a promise or guarantee to the Contractor that the final price payable to the Contractor for all of the authorized Work will equal the Maximum Contract Amount.

**B. Conditions of Payment:** Payment shall be made upon satisfactory completion of the Work in accordance with the Work Order issued and this Agreement. A properly issued and signed final receipt and lien waiver shall be a condition precedent to any obligation for the City to make final payment for Work performed by the Contractor. The request for payment submitted by the Contractor must fully document and itemize the Work rendered and all equipment, supplies, materials, labor, and other authorized and actually incurred costs. The request for payment shall affirmatively represent that: i) all of the Work specified in the Work Order has been fully performed and completed and any Deficiency Notice has been satisfied; ii) no claims, liens, or amounts owed to employees, suppliers, or materialmen are outstanding and all requirements and conditions of section 13 below have been fully complied with; iii) all rights, title and interests to the materials or improvements provided or installed as the result of the

Work have transferred to the City; and iv) no interest or encumbrance of any kind associated with the Work will be asserted, has been acquired, or will be made by the Contractor or any other person or entity. If the request for payment does not contain these representations, the representations are hereby deemed to contain them. The request for payment must be approved by the Executive Director or their designee in writing in order to be eligible for compensation under this Agreement. Any payment may be reduced by any liquidated damages assessed by the Executive Director or their designee under sub-section 7.D.2 below.

**C. Subject to Appropriation; No Multiple Year Obligation:** 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 Contractor acknowledges that (i) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

**D. Amendments:** The Contractor acknowledges that the City is not obligated to execute an amendment to this Agreement, and that any work performed by the Contractor beyond that specifically described or allowed under this Agreement or without a fully and properly executed amendment to this Agreement is performed at Contractor's risk and without authorization under this Agreement.

**E. 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 Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

**6. FINANCIAL ASSURANCES: *[Reserved.]***

**7. TERMINATION & REMEDIES:**

**A. Termination for Convenience of the City:** The Executive Director or their designee, upon giving twenty (20) calendar days written notice (unless a longer period is given), may terminate this Agreement, in whole or part, when it is in the best interest of the City as determined by the Executive Director or their designee. To the extent that the Contractor has initiated or completed Work for which the Contractor has not yet been compensated in accordance with this Agreement, appropriate compensation for all such authorized Work shall be paid to the Contractor in accordance with this Agreement.

**B. Termination, With Cause, by the City:** The occurrence of any one or more of the following shall constitute a breach of this Agreement ("**Breach**"), for which the Executive Director may, at the Executive Director's option, either terminate Agreement or withdraw a Work Order, with cause, upon written notice to the Contractor:

1) The Contractor fails or refuses, within three (3) calendar days of being notified, to expeditiously and actively undertake or substantially or timely perform its responsibilities and obligations or fails or refuses to make adequate progress in performing its responsibilities and obligations



under this Agreement, including the due diligence obligations set forth in section 1 of this Agreement or the Work methods under section 2 of this Agreement, provided that the failure or refusal to undertake, make good progress, or complete the Work is not due to matters beyond the Contractor's control such as weather disaster or persistent bad weather, floods, or other acts of God, civil unrest, acts of the public enemy, national calamity, or strike at a manufacturer or supplier for the Work Project;

2) There is substantial evidence that it has been or will be impossible for the Contractor to perform the Work required due to matters within the Contractor's control such as voluntary bankruptcy, strikes, boycotts, and labor disputes involving Contractor's employees or closure or suspension of operations by regulatory order of a governmental entity or an order of a court due to violations or infractions by the Contractor or Contractor's employees;

3) The Contractor has persistently or flagrantly failed to perform the Work or failed to timely perform the Work or to comply with the specifications and requirements as set forth in the Scope of Work in **Exhibit A** to this Agreement;

4) The Contractor has submitted one or more requests for payment under this Agreement that are fraudulent or persistently or flagrantly erroneous or misleading;

5) The Contractor has made an assignment or transfer of, or subcontracted, its responsibilities and obligations under this Agreement without obtaining the Executive Director's written consent or not in conformance with this Agreement;

6) The Contractor fails to obtain, renew, replace, or maintain the insurance coverage required by this Agreement or causes or is at fault for damage to property or injury to persons that is not covered or not adequately covered by insurance and the Contractor fails to remedy the situation to the satisfaction of the Executive Director or their designee;

7) The Contractor fails to obtain or properly and timely maintain any financial assurances required by this Agreement;

8) Any lien is filed against City property because of any act or omission of the Contractor and is not timely discharged, unless the Contractor furnishes to the City such bond or other financial assurance reasonably acceptable to the Manager to protect the interests of the City;

9) The Contractor has failed to obtain or maintain any required permit or license or has utilized personnel or workers not licensed or registered as required by law;

10) The Contractor has failed to deliver title or warranties or has failed to honor warranties as required by this Agreement;

11) The Contractor fails, within three (3) calendar days of being notified in writing (email notification acceptable), to comply with, or fails to compel its subcontractors to comply with, the prevailing wage requirements or other City ordinances applicable to the type and nature of Work being performed under this Agreement; or

12) The Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal contract in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with the Contractor's business.

**C. Compensation:** Upon termination of this Agreement by the City, with cause, under sub-section 7.B above, the Contractor shall be compensated for the Work that the Executive Director or their designee determines to have been satisfactorily completed, except that the City shall be entitled to keep any unpaid amount owing to the Contractor to the extent that said amount or some portion of said amount is needed to compensate the City for: 1) liquidated damages, if specified under sub-section 7.D.2. below; 2) the costs of releasing any liens or satisfying any claims related to the Contractor's Work; and 3) the costs of paying a new contractor for those services necessary to complete or rectify the Contractor's Work or to repair or replace any damaged or lost property caused by the Breach of this Agreement. The

Contractor shall have no claim of any kind whatsoever against the City for any termination with cause, except for compensation for the Work satisfactorily performed as described herein.

**D. Remedies:**

1) ***Termination:*** For any termination with cause of this Agreement, the City shall have the right to any or all of the following remedies through the courts or other means of legal recourse available to the City: a) cancellation of the Contract; b) actual damages or costs caused by Breach of the Contractor; and c) recovery of costs incurred by the City itself in paying for the release of liens related to the Contractor's Work or in completing or rectifying the Contractor's Work or in retaining and compensating another contractor to complete or rectify the Contractor's Work, to the extent not covered in sub-section 7.C. above. In any legal action brought by the Contractor, the Contractor shall not be entitled to recover any more than the full amount, not previously paid, of any Work Orders executed with and performed in whole or part by the Contractor. The City and the Contractor understand and agree that the rights of specific performance and to incidental, consequential, or punitive damages have been hereby expressly waived and released by both Parties.

2) ***Liquidated Damages:*** If the Executive Director or their designee determines, for a Breach of Agreement under sub-section 7.B above, not to terminate this Agreement but to apply liquidated damages as provided in this paragraph, the Contractor shall be liable to the City for liquidated damages in the amounts set forth in Exhibit, calculated from the day that the Executive Director or their designee issues notice to the Contractor of a Breach under sub-section 7.B through a) the day before the Breach is remedied, or b) the day before a new Work Order or Agreement is executed with another contractor to perform the Work, as so determined by the Executive Director or their designee. The Contractor and City hereby acknowledges and agrees that it would be impractical and extremely difficult to estimate the damages which the City might incur for said breach, and that, in the interest of assuring that the Work is timely and properly performed, the liquidated damages provided herein is the most fair and reasonable way to compensate the City for any delay or inadequate performance without termination of this Agreement or litigation. Contractor's total liability assessed for any liquidated damages shall not exceed the amount of the monthly maintenance fee Contractor receives in a calendar year under this Agreement and shall be the City's sole and exclusive remedy for such default where the City elects to apply liquidated damages rather than the City's other remedies for Breach.

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

9. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor retained to perform services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever. The Contractor is responsible for the operational management, errors and omissions of the Contractor's employees, agents, and subcontractors. Without limiting the foregoing, the Contractor understands and acknowledges that the Contractor and the Contractor's employees, agents and subcontractors: a) are not entitled to workers' compensation benefits through the City; b) are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity besides the City; and c) are obligated to pay federal and state taxes on any monies earned pursuant to this Agreement. Furthermore, it is understood and agreed that nothing in this Agreement is intended, or shall be construed, to constitute a joint venture between the Parties.

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

**B. Proof of Insurance:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to 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 certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

**C. Additional Insureds:** For Auto 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 this Agreement, Contractor's insurer shall waive subrogation rights against the City. However, the waiver shall not apply in the event of City's negligence.

**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.

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

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

**I. 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.

**J. Builder's Risk or Installation Floater:** Contractor shall maintain limits equal to the completed value of the project. Coverage shall be written on an all risk, replacement cost basis including coverage for soft costs, flood and earth movement, if in a flood or quake zone, and, if applicable, equipment breakdown including testing. The City and County of Denver, Contractor, and subcontractors shall be Additional Named Insureds under the policy. Policy shall remain in force until acceptance of the project by the City.

**K. Excess/Umbrella Liability:** Contractor shall maintain excess liability limits of \$5,000,000. Coverage must be broader than its underlying policies. Any combination of primary and excess coverage may be used to achieve required limits.

**L. Owners and Contractors Protective:** Contractor shall provide minimum limits of \$1,000,000 for each occurrence and \$2,000,000 policy aggregate.

**M. Named Insureds:** For Owners and Contractors Protective, Contractor shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as the named insured.

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

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

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

**D.** Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor 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.

**12. COLORADO GOVERNMENTAL IMMUNITY ACT:** The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101 *et seq.*, C.R.S.

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

**14. 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.

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

**16. ASSIGNMENT; SUBCONTRACTING:** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent as is required by

this Agreement will be ineffective and void and will be cause for termination of this Agreement by the City. The Executive Director, or the Executive Director's designee solely as to subcontracting, has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate this Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

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

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

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

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

**21. CONFLICT OF INTEREST:**

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

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

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

By Contractor to:

Executive Director of General Services  
201 West Colfax Avenue, Dept. 304  
Denver, Colorado 80202

And by the City to:

KONE INC.  
One KONE Court,  
Moline, IL 61265

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

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

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

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

**26. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Contractor shall cooperate and comply with the provisions of Executive Order 94 concerning the use, possession or sale of alcohol or drugs. Violation of this provision or refusal to cooperate with implementation of the policy can result in the City barring the Contractor from City facilities or participating in City operations.

**27. PREVAILING WAGES:**

**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 F** and incorporated herein by reference.

**B.** Date bid or request for qualifications/proposals was advertised: **November 13, 2024.**

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

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

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

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

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

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

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

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



**31. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:** This Agreement consists of sections 1 through 37 which precede the signature page(s) (“**Contract Text**”), and the following exhibits and attachments which are incorporated herein and made a part hereof by reference:

Exhibit A	Scope of Work and Technical Requirements
Exhibit B	Billing Rates
Exhibit C	Insurance Certificate
Exhibit D	Work Order Form
Exhibit E	Work Order Change Form
Exhibit F	Prevailing Wage Rate Schedules

In the event of an irreconcilable conflict (i) between a provision of the Contract Text and any of the listed exhibits or attachments or (ii) among provisions of any exhibits or attachments, such that it is impossible to give reasonable effect to all, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Contract Text; Exhibit A; Exhibit B; Exhibit C; Exhibit D; Exhibit E; Exhibit F

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

**33. TIME IS OF THE ESSENCE:** The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

**34. SECTION HEADINGS:** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

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

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

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

#### **ATTACHED EXHIBITS**

Exhibit A	Scope of Work and Technical Requirements
Exhibit B	Billing Rates
Exhibit C	Insurance Certificate

Exhibit D	Work Order Form
Exhibit E	Work Order Change Form
Exhibit F	Prevailing Wage Rate Schedule

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

**Contract Control Number:** GENRL-202577986-00  
**Contractor Name:** KONE 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:**

GENRL-202577986-00  
KONE INC.

By: 

Signed by:

*Aaron Ites*

236D9AC3BB78484...

Name: Aaron Ites  
(please print)

Title: Senior Vice President  
(please print)

ATTEST: [if required]

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

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

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

## EXHIBIT A SCOPE OF WORK AND TECHNICAL REQUIREMENTS

### SCOPE OF WORK:

The City and County of Denver Department of General Services is seeking proposals for a qualified and responsible firm to perform conveyance maintenance and repair service work on elevators, vertical platform lifts, and dumb waiters at various City and County of Denver facilities, excluding Denver International Airport.

#### **Primary Scope of Work:**

Contractor shall provide a minimum of 3 licensed mechanics to provide regularly scheduled monthly maintenance and a repair crew to provide repair services as requested to the City's conveyance equipment. Contractor shall have an effective maintenance management program to maintain equipment in a safe and fully operational condition. This program to include pre-established and documented maintenance procedures and schedules to ensure reliable performance of conveyances under regularly scheduled maintenance. Contractor will provide each city agency with their maintenance procedure breaking down each scheduled maintenance per facility. Contractor will use a structured maintenance management program to deliver high quality service tailored to the needs of each specific conveyance. Contractor will take conveyance type, component life, equipment usage, and building environment into account to plan, recommend and schedule maintenance activities in advance. All maintenance and repair services must be performed according to the manufacturer's specifications and timelines. Contractor will have an established system for fully documenting maintenance procedures performed, service calls, and repairs. Contractor will have an effective self-audit system to ensure maintenance and repairs are completed as scheduled. Contractor will provide a written condition report on each conveyance unit on an annual basis.

The contractor shall maintain direct communication with the City (24) twenty-four hours a day, seven (7) days a week during the contract period, and all contract term extensions. Contractor shall perform all maintenance or repair work requested by City. Contractor shall provide the City with skilled licensed tradesmen possessing a minimum of three years of field experience to perform all work required under the contract. Contractor shall proceed with work upon request and work continuously and diligently until the work is completed.

Scheduled conferences will be held at the request of City and/or awarded contractor. Contractor shall be familiar with and operate within the guidelines as set forth by the Occupational Safety and Health Act. Any corrections found to be necessary within twenty (20) days of the termination of the contract or any contract term extension thereof shall be the responsibility of contractor(s).

For all operations requiring the placement and movement of the contractor's equipment, the contractor and their employees shall observe and exercise all necessary caution and discretion to avoid injury to persons, property, or interference with the movement of the public and City personnel. All ladders, scaffolding, or other devices used to reach the surface of objects not otherwise accessible shall be of sound construction, firm and stable, and shall be maintained in good condition. All equipment shall be moved onto the areas where they are required, placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety to persons and property and cause the least possible interference with the normal usage of such areas by the public and City personnel.

If any maintenance deficiencies are identified during the term of the agreement, contractor will work with the City to rectify in a timely manner. Contractor warrants and guarantees all equipment and materials to be furnished under this contract are free from all defects in workmanship and materials. Contractor agrees to remedy all such defects and to replace at contractor's expense and at no expense to the City for labor, transportation, part(s) of the equipment, or materials which are or become defective within the City's warranty period.

## EXHIBIT A

Contractor shall agree to accept the return of any item received found to be deficient in quality or defective in packaging rendering the item unusable for its intended purpose for full credit and return of shipping charges. This item shall be replaced at the full expense of contractor within seven (7) days.

Contractor shall have in its possession written procedures of all maintenance tasks to be performed that are complete and thorough in description. These written procedures will include the step-by-step tasks necessary to comprehensively complete the procedure. These written procedures will be made available to all contractor's personnel working on any of the equipment covered under this contract. The purpose of this requirement is to ensure uniformity of the quality of work performed and to provide documentation toward that goal.

This document provides the contractor with the performance specifications, criteria, minimal functional requirements, and the minimum standards of quality for the maintenance and service of the conveyances of the City and County of Denver. The conveyances include, but not limited to elevators, vertical platform lifts, wheelchair lifts, chair lifts, platform lifts, and dumb waiters. Contractor shall perform service and maintenance on the conveyances to the highest standard, best industry practices, applicable laws, and all expressed and implied provisions of this contract on a predictive, preventive, and corrective maintenance basis to maximize the uptime availability for the City and County of Denver. Contractor will ensure all maintenance and service will be coordinated to allow minimal disturbance to City and County of Denver operations.

Contractor shall provide all of the labor, personnel, material, spare parts, replacement parts and components, tools, equipment, lubricants and supplies needed to perform full and complete preventive maintenance, predictive maintenance, corrective maintenance, service, repair, inspection, and testing of every type and description on the City's elevators, vertical platform lifts, wheelchair lifts, chair lifts, platform lifts, and dumb waiters to assure they shall operate in a safe and reliable condition at all times regardless of any pre-existing conditions.

This scope of work includes but is not limited to: refinishing, repairing or replacement of car enclosures, gates and/or doors, hoistway enclosures, hoistway lighting (including bulb replacement), rail alignment, hoistway doors, door frames and sill, hoistway gates, car lighting (including bulb replacement), door audible signals, power feeders from the electrical disconnect to the equipment controller, switches, their wiring and fusing, cab phones, balustrades, trim moldings, skirt panels, anti-slide devices, brushes, guards, elevator pit pumping (and/or any pit pumping related to conveyance equipment), placement of way finding signs provided by the City and County of Denver when needed or upon request by the City and County of Denver, and assist building maintenance personnel when needed for conveyance related repairs. The City and County of Denver is committed to the safety of all users of the conveyance equipment at City facilities. The City and County of Denver may at times install wayfinding and warning graphics on elevators. Contractor will be responsible for removing and replacing any damaged safety graphics.

### **Maintenance Services to be Performed**

The contractor shall coordinate with the Facility Superintendent of each facility listed prior to performing any work specified in the contract. All work shall be done in sequence and at times which will cause the least amount of interruption of normal activities and will not endanger the normal security of the facility or the safety of personnel.

1. Services shall include, but are not limited to:
  - a) Maintenance work orders for preventative maintenance to repair or replace equipment including inspections, adjustments, testing, vandalism, and replacement of parts, as herein

## EXHIBIT A

specified, for the safe and smooth operation of the equipment.

- b) Oil and grease work orders to reduce wear and prolong the useful life of moving parts of equipment through proper lubrication on an as-needed basis.
  - c) Repairs on short notice may be required in order to restore facilities to full operating condition.
  - d) Provide all necessary equipment and supplies.
    - i. All parts used in full maintenance shall be manufactured by or approved by the manufacturer of the equipment being serviced and shall be compatible with original equipment. Contractor shall furnish all products, materials, or parts necessary for the completion of work or required by applicable codes and shall furnish lubricating oils and greases of proper type and weight, rope preservative and wiping cloths. All materials and parts shall be provided in accordance with the requirements herein specified for the maintenance of all conveyances listed. Contractor must own and maintain in stock, at all times for immediate delivery and installation, a sufficient supply of parts for repair of each piece of equipment. Spare parts shall be genuine manufacturers' parts designed for the equipment on which they are to be used. No substitutes shall be permitted. Contractor shall maintain an up-to-date inventory of all spare parts by part number.
    - ii. Contractor shall maintain, in stock, available for immediate usage, an inventory of replacement parts for microprocessor equipment used in the elevator systems.
    - iii. Contractor shall have full capabilities to reprogram or change the program of the elevator microprocessor.
    - iv. Contractor's service technicians shall carry diagnostic equipment designed to analyze programming and microprocessor functions and malfunctions.
2. Contractor shall provide a list of planned PM service visits if requested by customer/agency. This list to include the equipment and specific maintenance modules that are scheduled to be performed no less than 1 month in advance of the scheduled PM service visit. If additional schedule requirements are required, the contractor will work with said agency locally on a mutual agreeable arrangement.
  3. Contractor shall be required to prepare an Asset Management Plan (AMP) for each piece of equipment covered by the city contract. The AMP shall identify and present an estimate for regularly scheduled tasks, recommended repairs and upgrades for each Department's review. The AMP will cover the initial term of the contract, allowing each Department to plan and budget for maintenance and upgrades in a proactive manner. The AMP should also include the likely remaining life/usefulness of the equipment. Contractor will provide a final AMP to the Facility Superintendent upon completion.
  4. Contractor will conduct a survey of customer's equipment prior to taking on any piece of equipment. The General Services Contract Group and/or City designated representative will act as a liaison and also work with the agency(s) in coordinating an Asset Management Plan that identifies existing condition and state of equipment, recent and upcoming code changes, advancements in technology, and improvements that can be made in ride quality for their customers.
  5. In preparation for annual inspections, Contractor will work with each Agency/Department to review possible concerns and schedule repairs in advance of inspection.

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6. In addition, the following scenarios provide a billable call and will be billed in minute long increments. In order for contractor to bill for service, the contractor will be required to check in with the with designated individual for the property upon reaching the site and when the repair is complete to bill in minute long increments.
  - a) Technician answers the trouble call to find the elevator keyed off in some manner by the building (independent service, fire service, etc.). Elevators on independent service or Fire Recall will not result in a billable call.
  - b) Technician answers a call outside his normal maintenance to replace a light bulb in the elevator fixtures.
  - c) Technician answers a call to find debris in the elevator door sill causing the elevator malfunction.
  - d) Technician answers a call to find the elevator doors are timed out due to passengers holding the doors open too long and/or because the elevator infrared edge is dirty.
  - e) Code, insurance, or local code authority required changes or additional testing required that happen during the contract period.
  - f) Callouts -running on arrival where no technical issues are found (false alarms) unless it is a repeated situation/intermittent problem.
  - g) Personal device: i.e., phone, keys, tablet needs to be retrieved from the elevator shaft.
7. The Awarded contractor shall provide access to and accompany window washing personnel to glass elevator hoistways and elevator cars as requested by the City, at no cost to the City.

### **Complete Preventative Maintenance**

Contractor will provide complete maintenance on the following equipment as described herein.

Complete maintenance includes providing systematic examinations, cleaning, lubrication, adjustments, and when conditions warrant, repair or replacement of parts.

The work to be performed by the contractor under the specifications shall consist of furnishing all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service and preventative maintenance services, and repairs of every description, including inspections, adjustments, test, and replacement parts as herein specified.

The contractor shall systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace the following basic and major components as well as all other mechanical or electrical equipment, including, but not limited to, the following items.

Contractor shall include as a part of its response any additional components that it considers a part of preventive maintenance.

### **Conveyance Components**

#### **1. HYDRAULIC ELEVATORS**

Basic components: Controllor components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, switches, door protection devices, and alarm bells.



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Major components: Exposed piping in the Machine Room and hoistway, motor, PC boards, pump, pump unit, solid state devices, contactors, and valve.

### 2. TRACTION ELEVATORS

Basic Components: Selector motors; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.

Major components: Hoist motors, hoist ropes, machine, machine & sheave bearings, machine brake, motor generators, PC boards, sheave & sheave assemblies, solid state devices, and contactors.

### 3. WHEELCHAIR LIFT

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.

Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

### 4. CHAIR LIFT

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.

Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

### 5. PLATFORM LIFT

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.

Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

### 6. DUMB WAITERS

Basic components: Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.

Major components: Brake, hoist motor, hoist ropes, machine, machine & sheave bearings, motor generators, PC boards, sheave and sheave assemblies, solid state devices, and contactors.

## **REQUIRED FREQUENCY OF TASKS FOR ROUTINE MAINTENANCE:**

## EXHIBIT A

A Preventive Maintenance Program (PDM) is required by 7 Code of Colorado Regulation 1101-8 Section 2-3-3 and includes the following.

Contractor shall perform preventive maintenance based on an agreed upon schedule in accordance with the OEM operation and maintenance manuals as a minimum, and the requirements of the City.

Contractor shall provide a minimum of 3 mechanics to provide regularly scheduled monthly maintenance and a repair crew to provide repair services as requested to the City's conveyance equipment exclusive to this contract.

### **ROUTINE MAINTENANCE FOR TRACTION ELEVATORS:**

#### **Minimum MONTHLY**

Ride the elevator car. During this ride, listen, look, and feel for any unusual noises or abnormal operation of the following:

- Alarm bell
  - Floor Call buttons
  - Door open button
  - Emergency stop switches
  - Lights and Gongs
  - Photocell, sensitive edge (passenger & freight) and freight door sequence
  - Elevator communication system
  - Car landing accuracy
  - Correct any observed deficiency as necessary.
  - Record all work completed as required by all applicable codes and regulations.
- a. MACHINE: Check commutator for carbon, high mica & discoloration, check armature clearance and connections, check hoist motor brushes, rigging, insulators, fastenings, and spring tension on brush holders. Check motor cooling fan/blower for operation air flow, check tachometer/encoder, observe brushes while car is in operation, for arcing and bounce, check bearings for noise or heating. Check oil reservoir for proper lubrication level. Check oil seals for leaks and correct any deficiencies.
  - b. MACHINE ROOM: Examine & clean machine, governor, controller, and floor. Remove trash.
  - c. CONTROLLER: Check brake contactor operation & mountings, check relay contacts for excessive burning and proper contact wipe, check cabinet cooling fans for operation.
  - d. HOISTWAY DOORS – CAR TOP: Check inspection station operation (light and guard), make certain emergency escape hatch/doors are secure.

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- e. HOISTWAY – CAR: Check pit switch and light for proper operation, check that pit light guard is in place, clean pit, check operation of all signal lights, lanterns and gongs, check hall button operation, check condition of hoistway rollers. Check condition of glass, panels, handrails, car lighting, and fixtures; check sills for trash.
  - Check all elevator system event logs.
  - Examine machine room equipment.
  - Correct any observed deficiency as necessary.
- f. Record all work completed as required by all applicable codes and regulations.
- g. Check the expiration date on fire extinguisher in the machine room. Inform the Facility Superintendent if it is past that expiration date.
- h. Firefighters' Emergency Operation. All elevators provided with firefighters' emergency operation shall be subjected monthly to Phase I recall test by use of the key switch, and a minimum of one-floor operation on Phase II. Deficiencies shall be corrected. A record of findings shall be available to elevator personnel and the authority having jurisdiction. (This does not have to be completed by the elevator mechanic but is required to be completed monthly by authorized personnel.)

### **Minimum QUARTERLY**

- a. MACHINE: Check all machine mountings and isolation, fastenings, drive sheave, ring gear bolts, gear back lash, leaks, and oil level.
- b. BRAKE: check operation, electrical contact, pins, fastenings and adjustment, check brake friction surfaces for oil contamination, discoloration, foreign material, wear, and clearances.
- c. DOOR and GATE OPERATOR: Check, clean and lubricate operator, check cams and microswitches, check tightness of cam set screws, levers and fastenings, check door torque (setting not to exceed 30 lbs.), check nudging operation, check door opening and closing speed (all group cars must be equal), check belt tension and shaft bearings for wear, make certain door operator cover is securely fastened.
- d. CAR DOORS: Check door clutch and door restrictive clutch operation, wear, clearance and alignment, lubricate pivot points, make certain safety edge mountings are secure, check and clean tracks, sheaves/sprockets and chains, check relating cable, disassemble and clean door (gate) contact, check gate switch roller for wear, check for contact wipe, check for proper running clearance between door panels, door jambs, and header, check condition of gibs and sills, clean and check alignment of electric eye and receiver, check eccentric rollers for .005" clearance.
- e. HOISTWAY DOORS – CAR TOP: Clean car top, check leveling switches, lubricate and clean car fan or blower.
- f. HOISTWAY – CAR: Check car emergency light for proper operation, check all sheave fastenings and grooves, check sheave grooves for wear, lubricate sheaves, check adjustment of car and counterweight shoes and/or roller guides,

## EXHIBIT A

lubricate guide shoe stems.

- g. RETIRING CAM: Check retiring cam for proper operation, lubricate pivot points.

### **Minimum SEMI ANNUALLY**

- a. CONTROLLER: Check NTS and ETS operation, clean dust from controller and filters.
- b. HOISTWAY DOORS – CAR TOP: Check T.M. switch contacts, spring, and roller, check each cab stabilizer.
- c. HOISTWAY – CAR: Check car safeties for proper clearance, clean and lubricate pivots, check counter weight safeties for proper clearance, travel cable for damage, clean and lubricate pivots, check limit switches by hand for proper operation, clean limit switch contacts and roller and check for wear, check limit switch cam alignment, check terminal slowdown cam fastenings, check oil level in buffers (car and pit), check alignment of buffer to strike plate, make sure fastenings are secure.
- d. ROPES: Check all hoist rope sheaves for wear, check rope height at hoist machine using a straight edge across drive sheave, check for equal hoist rope tension, make certain shackles, nuts and cotter pins are in place, check hoist ropes for wear, rouge and diameter, check governor rope for wear, rouge and diameter, check governor rope cable clamps, check car and counterweight run-by (striker plate, car and counterweight-to- buffer), make certain releasing carrier fastening is secure, check compensating chain/rope fastenings and hitches.

### **Minimum ANNUALLY**

- a. CONTROLLER: Check wire connections for tightness and relay shunts for wear, check power supply and calibration voltages, check "static control" for power removal on hoist motor by two independent devices, check settings and operation of overloads, remove and dean fuses, dean fuse holders.
- b. MACHINE: Remove relief plug and grease hoist motor, lubricate machine sheave shaft bearings, check tachometer/encoder for loose or worn coupling and alignment.
- c. BRAKE: Clean brake plunger, check brake voltage(s) and brake timer.
- d. HOISTWAY DOORS – CAR TOP: Check operation and adjustment of interlock, hook & pickup roller assemblies. Check condition and alignment of roller and lift rod, check hook-to-box clearance, clean tracks, sheaves/sprockets and chains, check tracks and sheave/sprockets for wear, and chains for stretch, check condition of relating cable, check door closer, check condition of door gibs, sills and struts, check for proper running clearance between door panels, door jambs, and header, check eccentrics for .005" clearance.
- e. HOISTWAY – CAR: Clean hoistway, rails, counterweights and car sides, check facia slip joints for free vertical movement, make certain fastenings are secure, check travel cable for damage, twisting or chafing, make certain fastenings are secure, check hoistway duct for distortion, shrinkage or bowing, check main and counterweight rail block ups, jack bolts or shims, check overhead rail clearance, check D.B.G. in hoistway, check guide rail dips, brackets and fastenings for tightness, lubricate side-type rail clips, check stiles for cracks, bends, rust, loose bolts, check slant rods and nuts for tightness.
- f. ROPES: Lubricate hoist ropes as necessary.
- g. SAFETY TESTS: Perform applicable Category 1 safety tests.

## EXHIBIT A

### FIVE YEARS

- a. **SAFETY TESTS:** Perform applicable Category 1 and Category 5 Safety Tests; these shall be witnessed by the 3rd Party Private Inspector.

## ROUTINE MAINTENANCE FOR HYDRAULIC ELEVATORS

### Minimum MONTHLY

Ride the elevator car. During this ride, listen, look, and feel for any unusual noises or abnormal operation. Check the operation of the following:

- Alarm bell Emergency stop switches, door open/shut buttons, floor call buttons, lights, gongs (including ceiling lighting) elevator communication system Photocell, sensitive edge (passenger and freight) and freight door sequence
  - Car landing accuracy
  - Check all elevator system event logs.
  - Examine machine room equipment.
  - Correct any observed deficiency as necessary.
  - Record all work completed as required by all applicable codes and regulations.
- a. **MACHINE ROOM:** Examine and clean pump unit, muffler, hydraulic pipe, controller, and floor, remove trash.
  - b. **CONTROLLER:** Check condition of line starter contactor(s), mountings and contacts, check relay contacts for excessive burning and proper contact wipe, check cabinet cooling fans for proper operation.
  - c. **PUMP UNIT:** Check for oil leakage around valves and pump, check oil reservoir for proper fluid level.
  - d. **CAR and HOISTWAY:** Check condition of cab panels, handrails, car lighting, and fixtures, check sills for trash. Check operation of all signal lights, lanterns and gongs, check pit switch and light for proper operation, check that pit light guard is in place, check hall button operation, check piston and hydraulic pipe for signs of leakage and rust. Clean pit.  
PIT: Check jack packing gland for excess leakage.
  - e. **HOISTWAY DOORS – CAR TOP:** Check operation of inspection station and light, make certain light guard is in place, make certain emergency exit doors are secure.
  - f. **Firefighters' Emergency Operation.** All elevators provided with firefighters' emergency operation shall be subjected monthly to Phase I recall by use of the key switch, and a minimum of one-floor operation on Phase II. Deficiencies shall be corrected. A record of findings shall be available to elevator personnel and the authority having jurisdiction. (This does not have to be completed by the elevator mechanic but is required to be completed monthly by authorized personnel.)
  - g. Check the expiration date on fire extinguisher in machine room. Inform the Facility Superintendent if it is past expiration date.

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### Minimum QUARTERLY

- a. CONTROLLER: Clean dust from controller and filters.
- b. PUMP UNIT: Check V-belts for wear and correct tension, check hoses and gaskets for deterioration, check valve, muffler and mounting bolts for tightness.
- c. DOOR & GATE OPERATOR: Check, clean and lubricate operator, check cams and microswitches, check tightness of cam set screws, levers and fastenings, check door torque (setting must not exceed 30 ft. lbs.), check nudging operation, check door opening and closing speeds (all group cars must be equal), check belt tension and shaft bearings for wear, make certain door operator cover is securely fastened.
- d. CAR DOORS: Check door clutch and door restrictive clutch operation, wear, clearance and alignment, lubricate pivot points, make certain safety edge mountings are secure, lubricate pivot points, check condition of nylon retracting clip, check and clean tracks, sheaves/sprockets and chains, check relating cable, disassemble and clean door (gate) contact, check gate switch roller for wear, check for contact wipe, check for proper running clearance between door panels, door jambs, and header, check condition of gibs and sills, clean and check alignment proximity sensors or of electric eye and reflector/receiver, door eccentric rollers for .005" clearance.
- e. HOISTWAY DOORS – CAR TOP: Clean car top, check leveling switches, lubricate and clean car fan or blower, check oil reservoir levels in rail lubricators.
- f. HOISTWAY – CAR: Check car emergency light for proper operation, check adjustment of car shoes and/or roller guides, lubricate guide shoe stems.

### Minimum SEMI ANNUALLY

- a. CONTROLLER: Check low oil protection timer for proper operation.
- b. HOISTWAY DOORS - CAR TOP: Check operation and adjustment of interlock, hook and pickup roller assemblies, check condition and alignment of roller and lift rod, check hook-to-box clearance, clean tracks, sheaves/sprockets and chains, check tracks and sheaves/sprockets for wear, and chains for stretch, check condition of relating cable, check door closer (reel-, weighted-, or spring-type), check condition of door gibs, sills and struts, check for proper running clearance between door panels, door jambs, and header, check eccentrics for .005" clearance.
- c. HOISTWAY – CAR: Check supports for hydraulic pipe, check limit switches by hand for proper operation, clean limit switch contacts, rollers and check for wear, check limit switch cam alignment, check terminal slowdown cam fastenings, make sure piston and platen plate fastenings are secure, clean hoistway, rails and car sides, check oil level in buffers, check alignment of buffer to strike plate, make sure fastenings are secure.

### Minimum ANNUALLY

- a. CONTROLLER: Check wire connections for tightness and relay shunts for wear, check power supply and calibration voltages, check settings and operation of overloads, remove and clean fuses, clean fuse holders.
- b. PUMP UNIT: Lubricate pump motor per manufacturer's instructions.
- c. HOISTWAY DOORS – CAR TOP: Check all car mounted cams and switches,

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check condition of each cab stabilizer.

- d. HOISTWAY – CAR: Check travel cable for damage, twisting or chafing, make certain fastenings are secure, check guide rail clips, brackets and fastenings for tightness, check stiles for cracks, bends, rust, or loose bolts, check slant rods and nuts for tightness.
- e. RETIRING CAM: Check retiring cam for proper operation, lubricate pivot points.
- f. SAFETY TESTS: Perform applicable Category 1 safety test. Check hoses for leaks and proper tagging.

## FIVE YEARS

- a. SAFETY TESTS: Perform applicable Category 1 and Category 5 Safety Tests; these shall be witnessed by the 3rd Party Private Inspector.

## **Preventative Maintenance of Vertical Platform Lifts, Wheelchair Lifts, Chair Lifts, Platform Lifts, and Dumb Waiters – Oil and Grease Service**

- 1. Refer to previous applicable descriptions of work and materials required.
- 2. Examine equipment herein described using skilled maintenance mechanics, with a minimum of three years of field experience, under Contractor's supervision.
- 3. Service shall include labor and all related expenses necessary for providing monthly preventative maintenance, applicable safety tests, examinations, oil and grease service of these conveyances including but not limited to cleaning and oiling machine, motor, signal devices, interlocks and controller, greasing or oiling guides, necessary minor adjustments at time of regular examinations and furnishing necessary lubricating oils and greases, rope preservative, and wiping cloths.

The City reserves the right to add additional types of conveyances such as escalators or walkways during the contract term and any extensions. These conveyances will be maintained and repaired in accordance with manufacturer specifications and all applicable codes and regulations.

## **Safety Tests**

- 1. The contractor will perform all required tests, including an annual safety test (non-witnessed) for all elevators. Five (5) year witnessed testing for all elevators (hydraulic and Traction) in the presence of the 3<sup>rd</sup> Party Private Conveyance Inspector, In accordance with State Conveyance Regulations 7 CCR 1101-8. The annual test and Witnessed Inspection/Testing shall be completed in the compliance month as determined by Denver Fire Conveyance Program and State Conveyance Regulation. The contractor is required to work in conjunction with the City's conveyance inspections contractor.
- 2. Testing of all safety devices shall be completed in accordance with State Conveyance Regulation 7 CCR 1101-8 and ASME A17.1 as adopted by State Conveyance Regulations. Contractor shall promptly correct any defects that may be found in the testing and examining of safety devices.
- 3. The specific dates and times of visits shall be scheduled to the mutual satisfaction of contractor and the city's maintenance providers. Unless otherwise requested, all testing should be performed during standard work hours.
- 4. After tests have been performed, all safety devices shall be checked and adjusted as required to meet manufacturer's recommendations. Equipment shall not be placed in service until all tests, checks and

## EXHIBIT A

adjustments are complete and equipment is in proper working condition.

5. Contractor shall perform annual test of Firefighter's Service features on each elevator with such features as outlined in ANSI A1 7.1 Code and shall provide monthly tests of this Firefighters Service when local code requirements necessitate such testing to be performed by elevator service technicians.
6. Contractor is responsible for paying for Temporary Certificate of Operation (TCO) violation re-inspections and/or repairs. Re-inspections to be provided by a licensed inspector of the city's choosing.

### **Records**

1. Contractor will have an established record keeping system. The documentation system will include all reports of conveyance service calls placed by the City and track the time and date of each occurrence, the response time and nature of the problem both reported and ultimately discovered, and the steps taken to correct the problem. These records will also be kept on an individual unit basis and comply with State Conveyance Regulation 7 CCR 1101-8.
2. Contractor will keep archived a maintenance history, used by the technician to record completed work. The maintenance history must indicate the last completion date for each procedure by unit. The history shall be maintained throughout the life of the contract so that procedures completed in years prior to the current year are properly documented.
3. The City shall be able to access work order summaries through contractor's online portal. In addition, automatic email notifications can be provided upon request.
4. Contractor shall maintain in the elevator machine room all maintenance records in accordance with the requirements of State Conveyance Regulations 7 CCR 1101-8.
5. At any other time, at the City's request, Contractor shall provide the City with additional copies of its standard customer report of repairs, tests, and service calls for the units, listed per unit.
6. Plans and documents shall be updated with any changes made and shall remain in possession and ownership by the City. Documentation shall include all programming changes and modifications to protect the reliability of the documentation.
  - a) The individual manufacturer's "Field Service Manuals" for elevator installation and maintenance are on site with the controller as required by Code.
  - b) Contractor shall provide and keep current an approved chart, posted in the elevator mechanic's room, indicating the status of all servicing and maintenance work performed and shall indicate date work was performed.
7. In addition to phone service requests, contractor shall provide an online service to allow the City direct access to the contractor's online service from a personal computer. The contractor shall provide instructions and training on how to use the system.
8. At a minimum, the contractor's online system will be able to provide the following:
  - a) 12 month rolling history of callback data that will show dates, times, reported problem



## EXHIBIT A

and resolution. Data will be "live" to show status of call (received, dispatched, onsite, done).

- b) Mean Time Between Callback data on a per property and per unit basis
  - c) 6-month history of all visits to the property including those for maintenance, callbacks, testing, and repairs.
  - d) Local sales representative and superintendent contact information.
  - e) Generate e-mails to the City for callback notifications, summary of callbacks (either weekly, monthly, quarterly, or annually).
  - f) Indicate if equipment has remote monitoring.
  - g) Data shall be able to be downloaded into Microsoft Excel or PDF format.
  - h) Prior to contract start, contractor shall provide the internet web address, and instructions and training on how to use the system.
9. The contractor will provide the Facility Superintendent with a monthly report of maintenance that is done at each location, a yearly report of elevator equipment that is obsolete, and a 5-year plan of elevator equipment that needs to be modernized will be submitted upon the first anniversary date of the contract. The contractor will provide records and/or reports to the General Services Contracts Office upon request.

### **Contractors are to be held responsible for:**

- 1. Prepare binding project specification/cost estimate for each project requested by the City, at no cost to the City.
- 2. Provide labor and equipment within five (5) business days of notification to proceed unless an alternate time is authorized by the facility superintendent/project manager.
- 3. Supply all personnel, equipment, supplies, and services to complete the requested project.
- 4. Exercise best professional judgment in performing the contract services (and shall be liable for any loss incurred by the City resulting from failure to meet standards).
- 5. Perform this contract in compliance with all applicable present and future federal, state, and local laws and regulations.
- 6. Contractor shall supervise, inspect, and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract documents.
  - o Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
  - o Contractor shall be solely responsible for scheduling and coordinating the work of subcontractors, contractors and other persons and organizations performing or furnishing any of the work under a direct or indirect contract with the contractor.
  - o Contractor shall be responsible to see that the completed work complies accurately with the contract documents.
  - o At all times during the progress of the work, contractor shall assign a competent resident superintendent of the work.
  - o The superintendent will be contractor's representative at the site and shall have authority to act on behalf of the contractor.

## EXHIBIT A

- o All communications given to or received from the superintendent shall be binding on the contractor.
  - o If it is determined to be in the best interest of the work, the contractor shall replace the project manager, resident superintendent or any other employee of contractor, subcontractors, contractors or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.
7. All materials shall be of good quality as provided in the contract documents.
    - o All warranties and guarantees specifically called for by the contract shall expressly run to the benefit of City.
    - o If required by City, the contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
    - o All materials shall be stored, applied, and used in accordance with instructions of the applicable contractor, except as otherwise provided in the contract documents.
  8. Contractor is responsible for damages to the building or building equipment if it is determined, among other causes, contractor has not followed the elevator equipment manufacturer procedures or has not followed the maintenance frequency the manufacturer specifies.

### Site Inspections

1. The City reserves the right to make site inspections and or take samples at any time on an unannounced basis for the purpose of verifying the accuracy of services, procedures, and for documentation applicable to the contract.
2. Contractor shall call for and schedule all required inspections for permitted work as required by State Conveyance Regulation 7 1101-8, Denver Fire Code and ASME A17.1 as adopted by the State of Colorado and Denver Fire Code.

### Authorization to Work

1. Purchase Order for Preventative and Routine Maintenance
  - a) Contractor will receive a Purchase Order by electronic mail from the City's Representative to perform preventative and routine maintenance work.
  - b) If contractor determines the maintenance work outside the regular preventative and routine maintenance work will exceed \$50,000, a written not-to-exceed proposal will be requested, with a proposed number of calendar days required to perform the work. Work on such maintenance shall not begin until written authorization is given by the General Services Contracts Office. Proposals shall include but not be limited to the following:
    - i. Include this Contract Number.
    - ii. Itemize all anticipated site expenses including all material and labor costs.
    - iii. Include proposed number of Calendar Days required to complete the ordered work.
  - c) Samples, product information, and manufacturer's warranty when the warranty exceeds the city's warranty requirements information shall be submitted when requested by the City's Representative. Contractor's written proposal, if required, will serve as a maximum not-to-exceed cost amount and include the number of estimated work hours and total repair cost.

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### 2. Emergency Work

24/7 Emergency Services shall be provided by contractor as part of the routine maintenance. An emergency is defined as an entrapment. Service Requests involving entrapments must have a “root cause” communicated to the agency after it is known by the contractor.

Emergencies:

An emergency is defined as an entrapment in the elevator. Awarded contractor shall dispatch a technician immediately. Technician shall respond to entrapment Service Requests by being on site within 30 minutes of Awarded contractor being notified. Contractor is required to return the elevator back to service.

A non-emergency is defined as a Service Request that is not an entrapment. Response time to a non-emergency request shall be less than two (2) hours of contractor being notified unless alternative arrangements are agreed upon by contractor and the Facility Superintendent for contractor to respond at a later time or date.

### 3. Not-To-Exceed Proposals

- a) Contractor shall submit a written not-to-exceed proposal as required and when requested by City's Representative.

### 4. Stop Work Orders

- a) The City reserves the right to verbally order that all work cease on a project at any time.
- b) The individuals authorized to issue verbal work stop orders are:
  - o City's representative
  - o City Risk Manager
  - o The City will be obligated to pay for supplies used and service performed up to the stop work order.
- c.) If contractor receives an order to cease work, contractor shall notify the General Services Contracts Office of such order.

## **Job Site Administration**

- 1. Contractor or a duly authorized project manager acting for the contractor shall continually be present at the site of the work while work is in progress for the duration of the project.
- 2. Contractor's representative or service tech will contact the designated representative for the facility upon arrival and before leaving the site. Before leaving the site, a debriefing of the work done, findings of the equipment and any additional work needed will be reported to the City representative. A written summary of these points will, also, be submitted. Contractor's representative will confirm if the equipment is in service or is out of service. If the equipment is left out of service, an explanation of why, what work needs to be done to make it operational again, and anticipated time frame to complete the work will be covered in the debriefing.
- 3. Contractor will meet with representatives from each department individually on a quarterly basis, or as requested by the department, to review status of service, concerns, upcoming repair schedule, recommendations for repairs/upgrades, etc.

## EXHIBIT A

### **Rental Equipment**

1. Contractor shall obtain prior approval from the City's representative to rent equipment other than that required to be provided. Contractor will not be reimbursed for unauthorized rental equipment.
2. When applicable, 3<sup>rd</sup> party equipment rental will be reimbursed to contractor at cost. No additional cost will be approved for equipment rental. Equipment rental shall be approved by the City prior to equipment being rented by contractor. Contractor shall submit necessary backup information as requested by the City.

### **Use of Site**

1. During execution of work, all areas of all buildings shall remain occupied except those where work is actually being performed.
2. Contractor shall confine their equipment, the storage of materials and equipment, and the operations of workers to the site and other areas identified in and permitted by the City.
3. Contractor shall not unreasonably encumber the site and the other areas with equipment or other materials or equipment.
4. Contractor shall cover or otherwise protect equipment which is not feasible for City to remove from areas during work.
5. Contractor shall provide protective padding, tarpaulins, and other material as necessary to ensure existing floor, wall, and ceiling finishes not included in the work are not damaged.
6. Contractor shall assume full responsibility for any damage to the site or the other areas, or to the owner or occupant thereof, or of any adjacent land or areas, resulting from the performance of the work.
7. All Materials left over from a job but charged to the City and all equipment or materials removed from the City's facilities shall remain the property of the City unless identified and released by the City's representative as unsalvageable waste.
8. During the progress of the work, contractor shall keep the site and the other areas free from accumulations of waste materials, rubbish and other debris resulting from the work.
9. At the completion of the work, contractor shall remove all waste materials, rubbish and debris from site and other areas as well as all tools, appliances, construction equipment and machinery and surplus materials.
10. Contractor shall leave the site clean and ready for utilization or occupancy by City at completion of the work.
11. Contractor shall restore to all property not designated for alteration by the contract documents to its pre-work condition.
12. Whenever building material will be disturbed, renovated, is damaged, or needs to be demolished, contractor shall contact the Denver Department of Public Health and

## EXHIBIT A

Environment, with the scope of work prior to commencing work in order to evaluate any potential environmental concerns or abatement needs.

13. In the event friable asbestos or other hazardous material is encountered, contractor shall notify the Denver Department of Public Health & Environment (DDPHE) and the City will be responsible for abatement.

### **Obsolescence**

Components may become obsolete during the term of this agreement. Obsolete components are not covered under this agreement. Contractor will provide the Facility Superintendent with a list of obsolete or soon to be obsolete components with a separate quote for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the purchaser's expense. Contractor will provide Facility Superintendents the date of when the part they are using to replace an obsolete part was manufactured.

Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, such component has been installed 20 or more years, or any reputable third-party parts provider no longer supports or has available in stock in the same form, fit and equivalent operation/function. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. Contractor will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this agreement unless it becomes obsolete.

### **Obligations**

Contractor is required to provide to the General Services Contracts Office a centralized point of delivery for all contract related communication to include but not limited to work order assignments, invoicing, annual insurance renewals, and general contract communication.

Contractor is to be present on the job site or represented by an employee fully controlled by them, with authority to interact with the City representatives and always supervise the work is being performed in accordance with industry standards. The contractor is to create schedules for doing work and adhere to these schedules. When contractor begins working on the project, contractor is to continue until the work is completed.

Contractors shall furnish all labor, materials, equipment, transportation, signage, or any and all other necessary implements to successfully perform any work. The City shall not be responsible for providing contractor any labor, guidance, signage, or any other items necessary for service completion. Contractors shall, if requested, furnish evidence as to the kind and quality of materials, equipment and/or articles used.

Contractors shall hold and keep in force all licenses and certificates which are considered standard in the appropriate industry and follow all industry best practices. Contractor shall hold a Conveyance Contractor license. Contractor's mechanics shall hold a Conveyance Mechanic license.

For scheduled projects, service shall not be performed without first receiving an executed work order from the

## EXHIBIT A

General Services Contracts Office. Services performed without an executed work order will be considered unauthorized, and invoices may be rejected.

Standard work hours are considered Monday through Friday 7:00AM to 5:00PM. Work will typically be performed during these standard work hours.

Non-standard work hours are considered 5:00PM – 7:00AM, weekends, and City of Denver holidays. Work may be required to be performed during non-standard work hours at certain facilities.

Contractor is responsible for providing proper equipment and trained personnel to complete each work project.

Upon request by the City, contractor may be required to furnish SDS sheets for any and all chemicals to be used in the performance of each work project.

Contractor is responsible for the safe disposal of all materials used in this project in accordance with EPA guidelines and regulations.

### PRICING

All prices quoted shall be firm and fixed for the initial contract term. If the term is mutually extended by the City and contractor, the contract is subject to the increased rates reflected in Exhibit B. Agencies can increase/decrease levels of service per location. A mutually agreed upon price between the City and contractor shall be met should an agency choose to change current service levels.

Locations and associated pricing for Elevator Maintenance and Repair for the City of Denver are detailed in **Exhibit B**. Labor rates correspond with the calendar year when repairs are completed.

At any time after the date of the execution of this agreement contractor makes a general price reduction in the comparable price of any services covered by the contract to customers generally, an equivalent price reduction based on similar services and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced).

### OSHA GUIDELINES:

Contractor shall be familiar with and operate within the guidelines as set forth by the Occupational Safety and Health Act.

For all operations requiring the placement and movement of contractor's equipment, contractor shall observe and exercise and compel their employees to observe and exercise all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and City personnel.

All ladders, scaffolding or other devices used to reach the surface of objects not otherwise accessible, shall be of sound construction, firm and stable, and shall be maintained in good condition. All such equipment shall be moved onto the areas where they are required, placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety to persons and property and cause the least possible interference with the normal usage of such areas by the public and City personnel.

### F.O.B POINT:

Prices quoted for Project shall be F.O.B. destination, unloaded and installed.

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DELIVERY CONSIDERATIONS:

Product Deliveries, if applicable must be scheduled through the designated City Project Manager.

PALLET CHARGE:

All pallets supplied, if applicable shall be non-returnable, no deposit.

CONTRACTOR'S PERFORMANCE AND PERFORMANCE FAILURE:

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

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

Contractor will be subject to the liquidated damages below for not meeting performance objectives. Liquidated damages shall be deducted from contractor's payments from the City and will be clearly labeled as such.

<b>PERFORMANCE OBJECTIVE</b>	<b>NON-PERFORMANCE RESULT</b>
Contractor is required to respond to emergency entrapment service requests by being on site within 30 minutes of contractor being notified.	If contractor fails to respond to an entrapment service request within 30 minutes, contractor will be liable to the City for liquidated damages in the amount of \$500 per occurrence plus an additional \$100 per half-hour contractor is late.
Contractor is required to respond to non-emergency service requests by being on site within 2 hours of contractor being notified unless alternative arrangements are agreed upon by contractor and the Facility Superintendent for contractor to respond at a later time or date.	If contractor fails to respond to a service request within 2 hours (unless alternative arrangements are made), contractor will be liable to the City for liquidated damages in the amount of \$100 per hour contractor is late.
Contractor is required to perform annual safety tests for all elevators to be completed in accordance with State Conveyance Regulation 7 CCR 1101-8 and ASME A17.1 as adopted by State Conveyance Regulations. If the City's third-party elevator inspection awarded contractor (the "Inspection Awarded contractor",	If contractor fails to perform annual safety tests as required, contractor will be liable to the City for liquidated damages in the amount of \$200 per occurrence, plus an additional \$100 for every day past the last day of the month prior to the month of inspection.

## EXHIBIT A

currently American Testing and Inspection Services, LLC) determines that one or more annual safety tests have not been properly performed, contractor shall conduct such test(s) in compliance with the Inspection Awarded contractor's report within the timeline specified in the Inspection Awarded contractor's report.	
Contractor is required to perform 5-year witness tests for all elevators completed in accordance with State Conveyance Regulation 7 CCR 1101-8 and ASME A17.1 as adopted by State Conveyance Regulations. If the Inspection Awarded contractor determines that one or more 5-year witness tests have not been properly performed, contractor shall conduct such test(s) in compliance with the State Regulations and the Inspection awarded contractor's report within the timeline specified in the Inspection awarded contractor's report.	If contractor fails to timely perform 5-year witness tests as required by the State Regulations, contractor will be liable to the City for liquidated damages in the amount of \$500 per occurrence, plus an additional \$100 for every day past the expiration of the most recent Certificate of Operation until the date on which the witness test is completed.
Contractor is required to maintain all elevators operating safely with a valid Certificate of Operation.	If contractor fails to maintain a valid Certificate of Operation, contractor will be liable to the City for liquidated damages in the amount of \$500 per occurrence plus an additional \$100 per week, measured from the expiration date of the most recent Certificate of Operation issued, until resolved. *These liquidated damages will be waived if contractor notifies the City in writing prior to inspection date detailing any issues which might prevent a Certificate of Operation from being issued as well as a detailed plan to address those issues noted.

BACKGROUND CHECKS:

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

- Social Security Number Trace;



## EXHIBIT A

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

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

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

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

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

In addition to the foregoing background check, certain City locations require employees to pass a NCIC/CJIS background check. These background checks will be administered by CBI. Contractors will be provided entrance cards for each facility. Contractors are not allowed to share cards to provide services.

The following locations require NCIC/CJIS background checks:

- All Police Facilities
- All DSD Facilities
- Police Academy
- Denver Animal Shelter
- Traffic Operations
- DPD Police Precincts
- Denver Human Services – Castro Building
- Other City locations may also require a NCIC background check

All work to be completed under this on-call contract will require that each person working on-site at a Denver Police Facility, City Attorney, Denver 911, Denver DA, and all other secure facilities within the City and County of Denver that has CJIS information, including all sub-awarded contractors, to have completed CJIS Security Awareness Training. The CJIS Security Policy written and maintained by the Federal Bureau of Investigation is the standard by which all criminal justice agencies nationwide must protect the sensitive data they possess and share with authorized entities. The policy outlines requirements such as personnel security, training, encryption,

## EXHIBIT A

physical security, media protection, access control, construction, and more. The CBI CJIS Vendor Management Program is designed to help vendors and criminal justice agencies achieve and maintain compliance more easily by providing an easier fingerprinting/vetting process, assisting with the required training, sharing audit findings, and offering resources for questions about CJIS security.

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

The CJIS background check can be completed through the CBI – Vendor Management Program as a **CJIS Support Vendor**.

Please use Google Chrome.

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

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

- 2) You will be applying to be part of the CBI Vendor Management Program. To apply for this, you will need documentation that states that you are contracted to do work with one of the safety agencies for the City and County of Denver: DPD, DSD, 911, or Department of Safety.
- 3) Once you have this document, you will need to submit the following:
  - a. An application to create a fingerprint account.
  - b. The vendor agreement.
  - c. The above referenced contractual document with one of the safety agencies for the City and County of Denver.
  - d. An IRS form W-9 for review. If they are approved, you will receive the code to use for fingerprinting.
- 4) Once you have completed the fingerprinting, background check and testing, and are a minimum of CJIS Support Vendor – Security & Privacy: Basic Role, please submit the company name and listed individual names to Georgia Loya, Nancy Sterling, or [NCICBackgroundandCJISRequests@denvergov.org](mailto:NCICBackgroundandCJISRequests@denvergov.org).
- 5) Once this is complete, badges will be provided for the duration of the project and then must be returned.
- 6) This background check process is good for one year in any safety facility within Colorado as long as the individual is employed/linked with the vendor. If the individual leaves the employment of the vendor, please notify CBI and General Services Contract Office. Any subsequent arrest notification on the individual would mark the vendor as ineligible for the CBI Vendor Management Program.
- 7) If you have concerns or questions, please contact CBI at: [cdps.cbi.cjisvendors@state.co.us](mailto:cdps.cbi.cjisvendors@state.co.us) or call 303-239-4222, option 3 for biometrics.

Please note, contractors not part of the CBI Vendor Management Program will not be assigned any work at any site connected to law enforcement for the City and County of Denver. Thank you for your assistance in support this process.

## EXHIBIT A

### FACILITY AND SERVICE ADDITIONS:

The City reserves the right to add/remove locations or conveyances throughout the life of this contract. When an agency adds/removes a location or conveyance, the agency shall be required to submit a General Services Facility/Service Addition Form (Exhibit A – Attachment A) along with a pricing proposal to the General Services Contracts Office prior to start of service or increase/decrease of service at the requested facility.

All facility additions or service increases require the approval of the Executive Director of General Services or the Executive Director's designee. No additional services can be performed until the required approvals are obtained and a Notice to Proceed letter is issued. Contractor will not be paid for any work performed without proper authorization.

### CONTRACT PROCEDURES:

Copies of invoices for materials and subcontracts must be provided with billing to the City. The City reserves the right to provide materials and such materials shall not be subject to contractor's material warranty.

### MONTHLY MAINTENANCE INVOICING REQUIREMENTS:

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

- Invoice number
- Invoice date
- Service date(s) or service period
- PO number (will be provided to contractor when assigned)
- Service location (Building name and address)
- CP number for each elevator/conveyance
- Total charge
- Additional detail may be requested as deemed necessary by the City

Monthly costs for maintenance are listed in **Exhibit B**. The monthly costs for maintenance will be billed for on-site time only. Separate "trip charges" and "travel time" will not be paid for by the City. All contractor's expenses including labor, administrative, overhead, taxes, travel, transportation, parking, signage, equipment, supplies, tools, fees/permits or any other associated costs are to be included in the monthly costs. The monthly costs for maintenance are subject to the Prevailing Wage Requirements. Hourly bill rates are included in **Exhibit F**. No additional fees of any kind may be charged if they are not specifically allowed in the text of this contract.

Pricing in Exhibit B to remove or deduct conveyances applies when equipment is out of service for periods of time longer than 30 days.

### WORK ORDER INVOICING REQUIREMENTS:

Work Orders shall apply for repairs outside monthly maintenance. Upon request by the City, contractor shall be required to provide a progress report for any work order.

Contractor will not be able to perform work or invoice the City for services until an executed work order been issued by the General Services Contracts Office. Services performed without a purchase order shall be considered unauthorized, and payment for such services may be rejected.

## EXHIBIT A

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

- Invoice number
- Invoice date
- Service date(s) or service period
- PO number (will be provided to contractor when purchase order is issued)
- Service location (Building name and address)
- City Requester or Project Manager
- Itemized material charges, including unit of measurement with backup documentation (if applicable)
- Labor charges are to be itemized by labor classification (including the labor classifications of approved subcontractors), the number of hours worked under each classification, and the labor rate paid for each classification.
- Total charge
- Additional detail may be requested as deemed necessary by the City

Contractor shall also provide monthly statement billing (if required by the City).

Work order jobs must be invoiced within thirty (30) calendar days from completion of work.

Invoices will be submitted for payment upon completion of work and after inspection of work is completed by assigned City Requestor and/or Project Manager.

All requests for quotes shall be performed at no cost to the City. Quotes and invoices for repairs must, at a minimum, differentiate between labor costs and material costs. Hourly rates for repairs are listed in **Exhibit B**. The hourly rates shall be billed for on-site time only. Separate "trip charges" and "travel time" will not be paid for by the City. All contractor expenses including labor, administrative, overhead, taxes, travel, transportation, parking, signage, equipment, supplies, tools, fees/permits or any other associated costs are to be included in the hourly rates. The hourly repair rates are subject to the Prevailing Wage Requirements. Hourly bill rates are included in **Exhibit F**. Materials will be reimbursed at cost. All charges for materials must be itemized to include the type of material or part, the unit of measurement, and the actual cost. No additional fees of any kind may be charged if they are not specifically allowed in the text of this contract. It is contractor's responsibility to negotiate the inclusion of any additional charges prior to executing this agreement.

### FEDERAL PROVISIONS:

Where the source of the funds, directly or indirectly for this Purchase Order is the Federal Government, the Awarded contractor agrees to the applicable provisions set out below. The Awarded contractor shall be responsible for determining which terms are applicable to its products and/or services. **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE** Awarded contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). **DAVIS-BACON ACT COMPLIANCE** Awarded contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3148 to 3148) as supplemented by Department of Labor regulations (29 CFR part 5). **ANTI-KICKBACK ACT COMPLIANCE** Awarded contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). **CONTRACT WORK HOURS AND SAFETY STANDARDS** Awarded contractor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** Awarded contractor agrees to comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. **CLEAN AIR AND WATER REQUIREMENTS** Awarded contractor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et. seq.), and the

## EXHIBIT A

Clean Water Act (33 U.S.C. 1251 et. seq.). Awarded contractor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to the appropriate EPA regional office. **ENERGY CONSERVATION REQUIREMENTS** The Awarded contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201) **NO SUSPENSION OR DEBARMENT** Awarded contractor certifies that neither it nor its principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency. **BYRD ANTI-LOBBYING.** If the Maximum Contract Amount exceeds \$100,000, the Awarded contractor must complete and submit to the City a required certification form provided by the City certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract grant of any other award covered by 31 U.S.C. 1352. Awarded contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

### **Environmentally Preferable Purchasing (EPP) Guidance and Prohibitions:**

The City defines Environmentally Preferable products and services that minimize the impact on human health and the environment when compared with competing products and services that serve the same purpose. The City's EPP evaluation may extend to raw materials acquisition, energy consumption in manufacturing and transport, packaging, recyclability, waste disposal, and many other factors. Contractor is encouraged to describe any EPP attributes of the goods or services they offer to the City. Contractor is encouraged to review the list of products and services below that meet the City's EPP requirements and highlight to the City where their firm excels in EPP compliance, and where they are working to improve.

#### **Products and services with these attributes meet basic EPP standards, and are favored for procurement:**

- Green Seal approved products and services
- EPA Safer Choice labeled products
- EPA Energy Star and Water Sense certified products
- Conformance with California Code of Regulations for maximum allowable VOC content
- Other characteristics that minimize:
  - Worker/Public Exposure to Contaminants
  - Pollution/Release of Toxic Compounds
  - Resource Consumption
  - Environmental Risk

#### **Products and services with these attributes do not meet EPP standards, and are discouraged for procurement:**

- Products which liberate ammonia (CAS 7664-41-7)
- Products with a Flashpoint at or below 140°F
- Products with an extreme pH
- Products which function by volatilization of organic solvents or result in the significant generation of chemical fumes or vapors.
- Products containing more than 20% VOCs by weight
- Products whose principal ingredients are readily absorbed through skin, or cause dermal irritation, or destroy skin or the mucous membranes.
- Products supplied without durable labels describing chemical contents, hazards, and instructions for use and disposal.

## EXHIBIT A

- Products for the safe use of which workers must don specialized respiratory or splash protection equipment.
- Products containing “respirable crystalline silica”. Respirable crystalline silica is a significant health hazard (see: <https://www.osha.gov/dsg/topics/silicacrystalline/> . Products with silica are allowed if the method of use reasonably prevents dust generation.

### **The following products and services are prohibited from procurement:**

- All products containing chlorinated or halogenated hydrocarbons i.e., chlorinated solvents (typically paint strippers, brake cleaners, degreasers, and some lubricants)
- Per- and polyfluoroalkyl substances, or PFAS
- Products containing asbestos
- Products containing Category 1 carcinogens, known mutagens, and known teratogens

Upon request, the vendor must submit documentation, such as SDS and technical data sheets, proving that all proposed products and services meet the prohibitions listed above.

EXHIBIT A - ATTACHMENT A



**FACILITY/SERVICE ADDITION OR CHANGE REQUEST**

Facility Addition ☐ Facility Reduction ☐ Suspension ☐ Temporary ☐ Permanent ☐  
 Service Addition ☐ Service Reduction ☐

Date of Request:

Vendor Name:

CCD Contract #:

Workday Contract #:

Name and Address of Facility:

(One request per facility)

Requesting Agency:

Facility Manager:

Type of Service Requested:

(refer to scope of work to determine available services)

Justification for request of services:

Billing Frequency:

☐ Monthly ☐ Bi-Weekly ☐ Weekly  
☐ Annually ☐ Per Job

Quoted Price for Service:

Fund-Cost Center- Spend Category:

**Required Signatures**

Requester:

Contract Compliance Technician:

GS Admin Division Director:

GS Executive Director:

Agency Approver (if not General Services)

\*Attach Workday Budget Actuals Report & Other Supporting Documentation as Necessary\*

This form may also be used for service decreases or to end service at a facility.  
 If so, please indicate under Type of Service Requested.

EXHIBIT B

EXHIBIT B - MAINTENANCE (During Standard Work Hours and Non-Standard Work Hours)										
Agency	Property Name	Property Address	Unit Count	CP Number	Elevator/Conveyance Type	Monthly Price Per Elevator/Conveyance - Initial 3-Year Term	Monthly Price Per Property - Initial 3-Year Term 2	Monthly Price Per Elevator/Conveyance -*Years 4 & 5	Monthly Price Per Property -*Years 4 & 5	Special Provisions
Arts & Venues	Boettcher Concert Hall	950 13th St	4	CP10-000877	Hyd	\$ 400.00	\$ 1,600.00	\$ 450.00	\$ 1,750.00	
Arts & Venues	Boettcher Concert Hall	950 13th St		CP10-000787	Hyd	\$ 400.00		\$ 450.00		
Arts & Venues	Boettcher Concert Hall	950 13th St			Stage Lift	\$ 400.00		\$ 425.00		
Arts & Venues	Boettcher Concert Hall	950 13th St			Stage Lift	\$ 400.00		\$ 425.00		
Arts & Venues	Boettcher Concert Hall	950 13th St				\$ 400.00		\$ 425.00		
Arts & Venues	Buell Theatre	951 13th	3	CP10-000784	Hyd	\$ 400.00	\$ 1,200.00	\$ 450.00	\$ 1,350.00	
Arts & Venues	Buell Theatre	951 13th		CP10-000785	Hyd	\$ 400.00		\$ 450.00		
Arts & Venues	Buell Theatre	951 13th		CP10-000786	Hyd	\$ 400.00		\$ 450.00		
Arts & Venues	Denver Center Performing Arts Garage	1055 13th St	7	CP08-000472	Trac	\$ 650.00	\$ 4,300.00	\$ 737.00	\$ 4,872.00	
Arts & Venues	Denver Center Performing Arts Garage	1055 13th St		CP08-000473	Trac	\$ 650.00		\$ 737.00		
Arts & Venues	Denver Center Performing Arts Garage	1055 13th St		CP08-000474	Trac	\$ 650.00		\$ 737.00		
Arts & Venues	Denver Center Performing Arts Garage	1055 13th St		CP08-000475	Trac	\$ 650.00		\$ 737.00		
Arts & Venues	Denver Center Performing Arts Garage	1055 13th St		CP08-000476	Trac	\$ 650.00		\$ 737.00		
Arts & Venues	Denver Center Performing Arts Garage	1055 13th St		CP08-000477	Trac	\$ 650.00		\$ 737.00		
Arts & Venues	Denver Center Performing Arts Garage	1055 13th St		CP08-000478	Hyd	\$ 400.00		\$ 450.00		
Arts & Venues	Denver Center Performing Arts Garage	1055 13th St				\$ 400.00		\$ 450.00		
Arts & Venues	Ellie Caulkins Opera House	1375 Champa St	6	CP08-001274	Trac	\$ 650.00	\$ 3,000.00	\$ 737.00	\$ 3,348.00	
Arts & Venues	Ellie Caulkins Opera House	1375 Champa St		CP08-001275	Trac	\$ 650.00		\$ 737.00		
Arts & Venues	Ellie Caulkins Opera House	1375 Champa St		CP08-001276	VPL	\$ 200.00		\$ 200.00		
Arts & Venues	Ellie Caulkins Opera House	1375 Champa St		CP08-001277	VPL	\$ 200.00		\$ 200.00		
Arts & Venues	Ellie Caulkins Opera House	1375 Champa St		CP08-001278	Trac	\$ 650.00		\$ 737.00		
Arts & Venues	Ellie Caulkins Opera House	1375 Champa St		CP09-005180	Trac	\$ 650.00		\$ 737.00		
Arts & Venues	Ellie Caulkins Opera House	1375 Champa St				\$ 650.00		\$ 737.00		
Arts & Venues	McNichols Building	144 W Colfax Ave	2	CP15-000079	Trac	\$ 650.00	\$ 1,050.00	\$ 737.00	\$ 1,187.00	
Arts & Venues	McNichols Building	144 W Colfax Ave		CP16-000203	Roped Hyd	\$ 400.00		\$ 450.00		
Arts & Venues	Red Rocks Visitor Center	18300 W Alameda Parkway, Morrison		CP08-002458	Hyd	\$ 400.00		\$ 450.00		
Arts & Venues	Red Rocks Visitor Center	18300 W Alameda Parkway, Morrison		CP08-002459	Hyd	\$ 400.00		\$ 450.00		
Arts & Venues	Red Rocks Visitor Center	18300 W Alameda Parkway, Morrison		CP15-000594	Dumbwaiter	\$ 200.00		\$ 200.00		
Denver Public Library	Bear Valley Branch Library	5171 W Dartmouth Ave	1	CP08-004753	Hyd	\$ 400.00	\$ 400.00	\$ 450.00	\$ 450.00	
Denver Public Library	Blair Caldwell African American Research Library	2401 Welton St	1	CP08-003261	Hyd	\$ 400.00	\$ 400.00	\$ 450.00	\$ 450.00	
Denver Public Library	Byers Branch Library	675 Santa Fe Dr	1	CP08-005467	Hyd	\$ 400.00	\$ 400.00	\$ 450.00	\$ 450.00	
Denver Public Library	Decker Branch Library	1501 S Logan St	1	CP08-001725	Hyd	\$ 400.00	\$ 400.00	\$ 450.00	\$ 450.00	
Denver Public Library	Gonzales Branch Library	1498 Irving St	1	CP14-000303	Hyd	\$ 400.00	\$ 400.00	\$ 450.00	\$ 450.00	
Denver Public Library	Hadley Branch Library	1890 Grove St	1	CP17-000671	MRL Hyd	\$ 400.00	\$ 400.00	\$ 450.00	\$ 450.00	
Denver Public Library	Park Hill Branch Library	4705 Montview Blvd	1	CP08-004558	Hyd	\$ 400.00	\$ 400.00	\$ 450.00	\$ 450.00	
Denver Public Library	Ross Cherry Creek Branch Library	305 Milwaukee St	1	CP08-003717	Hyd	\$ 400.00	\$ 400.00	\$ 450.00	\$ 450.00	
Denver Public Library	Ross University Hills Branch Library	4310 E Amherst Ave	1	CP08-004381	Hyd	\$ 400.00	\$ 400.00	\$ 450.00	\$ 450.00	
Denver Public Library	Schlessman Family Branch Library	100 Poplar St	1	CP08-000127	Hyd	\$ 400.00	\$ 400.00	\$ 450.00	\$ 450.00	
Denver Public Library	Smiley Branch Library	4501 W 46th Ave	1	CP08-004453	Hyd	\$ 400.00	\$ 400.00	\$ 450.00	\$ 450.00	
Denver Public Library	Woodbury Branch Library	3265 Federal Blvd	1	CP08-003892	Hyd	\$ 400.00	\$ 400.00	\$ 450.00	\$ 450.00	
Denver Sheriff Department	Denver County Jail Buildings 21 & 22	10500 E Smith Rd	2	CP08-008742	Hyd	\$ 400.00	\$ 800.00	\$ 450.00	\$ 900.00	
Denver Sheriff Department	Denver County Jail Buildings 21 & 22	10500 E Smith Rd		CP08-008743	Hyd	\$ 400.00		\$ 450.00		
Denver Sheriff Department	Denver County Jail East	10500 E Smith Rd		CP11-002137	Trac	\$ 650.00		\$ 737.00		
Denver Sheriff Department	Denver County Jail East	10500 E Smith Rd		CP11-002138	Trac	\$ 650.00		\$ 737.00		
Department of Transportation & Infrastructure	Denver Waste Water Management	2000 W 3rd Ave		CP11-002101	Trac	\$ 650.00		\$ 737.00		
Department of Transportation & Infrastructure	Denver Waste Water Management	2000 W 3rd Ave		CP11-002102	Trac	\$ 650.00		\$ 737.00		
General Services	35th/36th Street Pedestrian Bridge	3590 Wazee St/3579 Blake St		CP16-000370	MRL Trac	\$ 650.00		\$ 737.00		
General Services	35th/36th Street Pedestrian Bridge	3590 Wazee St/3579 Blake St		CP16-000369	MRL Trac	\$ 650.00		\$ 737.00		
General Services	405 Platte River Dr Building	405 S Platte River Dr		CP09-000094	Hyd	\$ 400.00		\$ 450.00		
General Services	Best Western Shelter	4590 Quebec St. 80216	4	CP08-009126	Hyd	\$ 400.00	\$ 1,600.00	\$ 450.00	\$ 1,800.00	
General Services	Best Western Shelter	4590 Quebec St. 80216		CP08-009127	Hyd	\$ 400.00		\$ 450.00		
General Services	Best Western Shelter	4590 Quebec St. 80216		CP08-009128	Hyd	\$ 400.00		\$ 450.00		
General Services	Best Western Shelter	4590 Quebec St. 80216		CP08-009129	Hyd	\$ 400.00		\$ 450.00		
General Services	Champa Building	1245 Champa St	2	CP09-005460	Hyd	\$ 400.00	\$ 800.00	\$ 450.00	\$ 900.00	
General Services	Champa Building	1245 Champa St		CP09-005461	Hyd	\$ 400.00		\$ 450.00		
General Services	City and County Building	1460 Cherokee St		CP10-001028	Trac	\$ 650.00		\$ 737.00		
General Services	City and County Building	1460 Cherokee St		CP10-001029	Trac	\$ 650.00		\$ 737.00		
General Services	City and County Building	1460 Cherokee St		CP10-001030	Trac	\$ 650.00		\$ 737.00		
General Services	City and County Building	1460 Cherokee St		CP10-001031	Trac	\$ 650.00		\$ 737.00		
General Services	City and County Building	1460 Cherokee St		CP10-001032	Trac	\$ 650.00		\$ 737.00		
General Services	City and County Building	1460 Cherokee St		CP10-001033	Hyd	\$ 400.00		\$ 450.00		
General Services	City and County Building	1460 Cherokee St		CP14-000067	VPL	\$ 200.00		\$ 200.00		
General Services	City and County Building	1460 Cherokee St		CP14-000068	VPL	\$ 200.00		\$ 200.00		
General Services	City and County Building	1437 Bannock St - Room 479	2	CP21-000066	VPL	\$ 200.00	\$ 400.00	\$ 200.00	\$ 400.00	
General Services	City and County Building	1437 Bannock St - Room 476		CP22-000234	VPL	\$ 200.00		\$ 200.00		
General Services	Crime Lab	1371 Cherokee St		CP11-001497	Hyd	\$ 400.00		\$ 450.00		
General Services	Crime Lab	1371 Cherokee St		CP11-001498	Trac	\$ 650.00		\$ 737.00		
General Services	Denver Communications Center	950 Josephine St		CP09-005106	Hyd	\$ 400.00		\$ 450.00		
General Services	Denver Fire Department Headquarters	745 W Colfax Ave	1	CP09-000261	Hyd	\$ 400.00	\$ 400.00	\$ 450.00	\$ 450.00	
General Services	Denver PAL HQ	1240 W Bayaud Ave	1	CP09-004930	Trac	\$ 650.00	\$ 650.00	\$ 737.00	\$ 737.00	
General Services	Denver Permit Center	200 W 14th Ave	2	CP09-004928	Hyd	\$ 400.00	\$ 800.00	\$ 450.00	\$ 900.00	



EXHIBIT B

General Services	Denver Permit Center	200 W 14th Ave		CP09-004929	Hyd	\$	400.00		\$	450.00			
General Services	Denver Police Administration Building	1331 Cherokee St	7	CP09-005099	Trac	\$	650.00	\$	4,550.00	\$	737.00	\$	5,159.00
General Services	Denver Police Administration Building	1331 Cherokee St		CP09-005100	Trac	\$	650.00			\$	737.00		
General Services	Denver Police Administration Building	1331 Cherokee St		CP09-005101	Trac	\$	650.00			\$	737.00		
General Services	Denver Police Administration Building	1331 Cherokee St		CP09-005102	Trac	\$	650.00			\$	737.00		
General Services	Denver Police Administration Building	1331 Cherokee St		CP09-005103	Trac	\$	650.00			\$	737.00		
General Services	Denver Police Administration Building	1331 Cherokee St/1351 Cherokee St		CP09-005104	Trac	\$	650.00			\$	737.00		
General Services	Denver Police Administration Building	1332 Cherokee St/1351 Cherokee St		CP09-005105	Trac	\$	650.00			\$	737.00		
General Services	Denver Police District 1	1311 W 46th Ave	1	CP09-005107	Hyd	\$	400.00	\$	400.00	\$	450.00	\$	450.00
General Services	Denver Police District 2	3921 Holly St	1	CP09-005108	Hyd	\$	400.00	\$	400.00	\$	450.00	\$	450.00
General Services	Denver Police District 3	1625 S University Blvd	1	CP09-005109	Hyd	\$	400.00	\$	400.00	\$	450.00	\$	450.00
General Services	Denver Police District 6	1566 Washington St	1	CP09-005110	Hyd	\$	400.00	\$	400.00	\$	450.00	\$	450.00
General Services	Denver Social Services Building	1200 Federal Blvd	6	CP08-000855	Hyd	\$	400.00	\$	3,650.00	\$	450.00	\$	4,135.00
General Services	Denver Social Services Building	1200 Federal Blvd		CP08-000856	Trac	\$	650.00			\$	737.00		
General Services	Denver Social Services Building	1200 Federal Blvd		CP08-000857	Trac	\$	650.00			\$	737.00		
General Services	Denver Social Services Building	1200 Federal Blvd		CP08-000858	Trac	\$	650.00			\$	737.00		
General Services	Denver Social Services Building	1200 Federal Blvd		CP08-000859	Trac	\$	650.00			\$	737.00		
General Services	Denver Social Services Building	1200 Federal Blvd		CP08-000860	Trac	\$	650.00			\$	737.00		
General Services	Double Tree Shelter	4040 N Quebec St 80216	3	CP08-007933	Hyd	\$	400.00	\$	1,200.00	\$	450.00	\$	1,350.00
General Services	Double Tree Shelter	4040 N Quebec St 80216		CP08-007934	Hyd	\$	400.00			\$	450.00		
General Services	Double Tree Shelter	4040 N Quebec St 80216		CP08-007935	Hyd	\$	400.00			\$	450.00		
General Services	East Side Human Services	3815 Steele St	3	CP11-001343	Hyd	\$	400.00	\$	1,200.00	\$	450.00	\$	1,350.00
General Services	East Side Human Services	3815 Steele St		CP11-001344	Hyd	\$	400.00			\$	450.00		
General Services	East Side Human Services	3815 Steele St		CP11-001345	Hyd	\$	400.00			\$	450.00		
General Services	Elbra M Wedgeworth Building	2855 Tremont Pl	1	CP08-003566	Hyd	\$	400.00	\$	400.00	\$	450.00	\$	450.00
General Services	Embassy Suites	7525 E Hampden Ave	5	CP08-009218	Hyd	\$	400.00	\$	1,800.00	\$	450.00	\$	2,000.00
General Services	Embassy Suites	7525 E Hampden Ave		CP08-009219	Hyd	\$	400.00			\$	450.00		
General Services	Embassy Suites	7525 E Hampden Ave		CP08-009220	Hyd	\$	400.00			\$	450.00		
General Services	Embassy Suites	7525 E Hampden Ave		CP08-009221	Hyd	\$	400.00			\$	450.00		
General Services	Embassy Suites	7525 E Hampden Ave		CP16-000340	VPL	\$	200.00			\$	200.00		
General Services	Family Crisis Center	2929 W 10th Ave	1	CP08-003605	Hyd	\$	400.00	\$	400.00	\$	450.00	\$	450.00
General Services	Lindsey Flanigan Courthouse	520 W Colfax Ave	11	CP10-000326	Trac	\$	650.00	\$	6,900.00	\$	737.00	\$	7,820.00
General Services	Lindsey Flanigan Courthouse	520 W Colfax Ave		CP10-000327	Trac	\$	650.00			\$	737.00		
General Services	Lindsey Flanigan Courthouse	520 W Colfax Ave		CP10-000328	Trac	\$	650.00			\$	737.00		
General Services	Lindsey Flanigan Courthouse	520 W Colfax Ave		CP10-000329	Trac	\$	650.00			\$	737.00		
General Services	Lindsey Flanigan Courthouse	520 W Colfax Ave		CP10-000330	Trac	\$	650.00			\$	737.00		
General Services	Lindsey Flanigan Courthouse	520 W Colfax Ave		CP10-000331	Trac	\$	650.00			\$	737.00		
General Services	Lindsey Flanigan Courthouse	520 W Colfax Ave		CP10-000332	Trac	\$	650.00			\$	737.00		
General Services	Lindsey Flanigan Courthouse	520 W Colfax Ave		CP10-000333	Trac	\$	650.00			\$	737.00		
General Services	Lindsey Flanigan Courthouse	520 W Colfax Ave		CP10-000334	Trac	\$	650.00			\$	737.00		
General Services	Lindsey Flanigan Courthouse	520 W Colfax Ave		CP10-000335	Hyd	\$	400.00			\$	450.00		
General Services	Lindsey Flanigan Courthouse	520 W Colfax Ave		CP14-000673	MRL Trac	\$	650.00			\$	737.00		
General Services	Minoru Yasui Building	303 W Colfax Ave	5	CP08-003697	Trac	\$	650.00	\$	3,000.00	\$	737.00	\$	3,398.00
General Services	Minoru Yasui Building	303 W Colfax Ave		CP08-003698	Trac	\$	650.00			\$	737.00		
General Services	Minoru Yasui Building	303 W Colfax Ave		CP08-003699	Trac	\$	650.00			\$	737.00		
General Services	Minoru Yasui Building	303 W Colfax Ave		CP08-003700	Trac	\$	650.00			\$	737.00		
General Services	Minoru Yasui Building	303 W Colfax Ave		CP08-003701	Hyd	\$	400.00			\$	450.00		
General Services	Mullen Home	3629 W. 29th Ave. 80211	2	CP08-004052	Trac	\$	650.00	\$	1,300.00	\$	737.00	\$	1,474.00
General Services	Mullen Home	3629 W. 29th Ave. 80211		CP08-004053	Trac	\$	650.00			\$	737.00		
General Services	Rose Andom Center	1330 Fox St	1	CP08-001227	Hyd	\$	400.00	\$	400.00	\$	450.00	\$	450.00
General Services	Roslyn Administration Building 5	5440 Roslyn St	1	CP08-004850	Hyd	\$	400.00	\$	400.00	\$	450.00	\$	450.00
General Services	Roslyn Fleet Maintenance Building C	5440 Roslyn St	1	CP09-003366	Hyd	\$	400.00	\$	400.00	\$	450.00	\$	450.00
General Services	Van Cise Simonet Detention Center	490 W Colfax Ave	11	CP10-000336	Trac	\$	650.00	\$	6,150.00	\$	737.00	\$	6,959.00
General Services	Van Cise Simonet Detention Center	490 W Colfax Ave		CP10-000337	Trac	\$	650.00			\$	737.00		
General Services	Van Cise Simonet Detention Center	490 W Colfax Ave		CP10-000338	Trac	\$	650.00			\$	737.00		
General Services	Van Cise Simonet Detention Center	490 W Colfax Ave		CP10-000339	Trac	\$	650.00			\$	737.00		
General Services	Van Cise Simonet Detention Center	490 W Colfax Ave		CP10-000340	Trac	\$	650.00			\$	737.00		
General Services	Van Cise Simonet Detention Center	490 W Colfax Ave		CP10-000341	Trac	\$	650.00			\$	737.00		
General Services	Van Cise Simonet Detention Center	490 W Colfax Ave		CP10-000342	Hyd	\$	400.00			\$	450.00		
General Services	Van Cise Simonet Detention Center	490 W Colfax Ave		CP10-000343	Hyd	\$	400.00			\$	450.00		
General Services	Van Cise Simonet Detention Center	490 W Colfax Ave		CP10-000344	Hyd	\$	400.00			\$	450.00		
General Services	Van Cise Simonet Detention Center	490 W Colfax Ave		CP10-000345	Hyd	\$	400.00			\$	450.00		
General Services	Van Cise Simonet Detention Center	490 W Colfax Ave		CP10-000346	Trac	\$	650.00			\$	737.00		
Parks & Recreation	20th St Rec Center	1011 20th St	1	CP09-000902	Hyd	\$	400.00	\$	400.00	\$	450.00	\$	450.00
Parks & Recreation	Carla Madison Rec Center	2401 E Colfax Ave	1	CP16-000764	MRL Trac	\$	650.00	\$	650.00	\$	737.00	\$	737.00
Parks & Recreation	Central Park Rec Center	9651 E Martin Luther King Jr Blvd	1	CP10-000349	Hyd	\$	400.00	\$	400.00	\$	450.00	\$	450.00
Parks & Recreation	City Park Golf Course	3181 E 23rd Ave	1	CP18-000791	Hyd	\$	400.00	\$	400.00	\$	450.00	\$	450.00
Parks & Recreation	Community Rec Center	1849 Emerson St	1	CP09-000900	Hyd	\$	400.00	\$	400.00	\$	450.00	\$	450.00
Parks & Recreation	Davis Rec Center	3334 Holly St	1	CP09-000903	Hyd	\$	400.00	\$	400.00	\$	450.00	\$	450.00
Parks & Recreation	Montbello Rec Center	15555 E 53rd Ave	1	CP09-000901	Hyd	\$	400.00	\$	400.00	\$	450.00	\$	450.00
Parks & Recreation	Rude Rec Center	2855 W Holden Pl	1	CP09-000899	Hyd	\$	400.00	\$	400.00	\$	450.00	\$	450.00
						Monthly Total, First 3 Years	\$	69,000.00	*Monthly Total, Last 2 Years	\$	77,720.00		
						Annual Total, First 3 Years	\$	828,000.00	*Annual Total, Last 2 Years	\$	932,640.00		

EXHIBIT B

Additions and Reductions of Conveyances	(+/-) Monthly Price - Initial 3-Year Term	(+/-) Monthly Price - *Years 4 & 5
Hydraulic Elevators	\$ 400.00	\$ 450.00
Traction Elevators	\$ 650.00	\$ 737.00
Escalators	\$ 1,000.00	\$ 1,100.00
Wheelchair Lifts	\$ 200.00	\$ 200.00
Chair Lifts	\$ 200.00	\$ 200.00
Platform Lifts	\$ 200.00	\$ 200.00
Dumbwaiters	\$ 200.00	\$ 200.00
Stage Lifts	\$ 400.00	\$ 425.00

\*If contract term is extended by the City.

## EXHIBIT B

EXHIBIT B - REPAIRS		
Classification	Standard Work Hours	Non-Standard Work Hours
	Hourly Rates - Initial 3-Year Term	Hourly Rates - Initial 3-Year Term
Mechanic	\$227.86	\$387.37
Helper	\$194.21	\$330.16
Adjustor	\$247.71	\$421.11
	Hourly Rates - *Years 4 & 5	Hourly Rates - *Years 4 & 5
Mechanic	\$255.20	\$433.85
Helper	\$217.52	\$369.78
Adjustor	\$277.44	\$471.64

\*If contract term is extended by the City.



# EXHIBIT C CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/21/2025

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

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

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago, IL 60601	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b> Aon Client Services</td> </tr> <tr> <td><b>PHONE (A/C, No. Ext):</b> 866-283-7122</td> <td><b>FAX (A/C, No):</b> 800-363-0105</td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> Acs.chicago@aon.com</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Old Republic Insurance Company</td> <td>24147</td> </tr> <tr> <td><b>INSURER B:</b> Pohjola Insurance Ltd.</td> <td>N/A</td> </tr> <tr> <td><b>INSURER C:</b> AXIS Surplus Insurance Company</td> <td>26620</td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>CONTACT NAME:</b> Aon Client Services		<b>PHONE (A/C, No. Ext):</b> 866-283-7122	<b>FAX (A/C, No):</b> 800-363-0105	<b>E-MAIL ADDRESS:</b> Acs.chicago@aon.com		INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Old Republic Insurance Company	24147	<b>INSURER B:</b> Pohjola Insurance Ltd.	N/A	<b>INSURER C:</b> AXIS Surplus Insurance Company	26620	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER D:</b>																					
<b>INSURER E:</b>																					
<b>INSURER F:</b>																					
<b>INSURED</b> KONE Inc. Attn: insurancerequests@kone.com One KONE Court Moline IL 61265																					

**COVERAGES****CERTIFICATE NUMBER:** 84478363**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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR    GEN'L AGGREGATE LIMIT APPLIES PER:  <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC  OTHER: </div> <div> <input type="checkbox"/> SCHEDULED AUTOS  <input type="checkbox"/> NON-OWNED AUTOS ONLY </div> </div>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	MWZY 57732	1/1/2025	1/1/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 10,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 10,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 10,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 10,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 10,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 10,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 10,000,000	MED EXP (Any one person)	\$	PERSONAL & ADV INJURY	\$ 10,000,000	GENERAL AGGREGATE	\$ 10,000,000	PRODUCTS - COMP/OP AGG	\$ 10,000,000		\$
EACH OCCURRENCE	\$ 10,000,000																				
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PRODUCTS - COMP/OP AGG	\$ 10,000,000																				
	\$																				
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> ANY AUTO  <input type="checkbox"/> OWNED AUTOS ONLY  <input type="checkbox"/> HIRED AUTOS ONLY </div> <div> <input type="checkbox"/> SCHEDULED AUTOS  <input type="checkbox"/> NON-OWNED AUTOS ONLY </div> </div>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	MWTB 20018	1/1/2025	1/1/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 5,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	16-683-331-6	1/1/2025	1/1/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$								
EACH OCCURRENCE	\$ 5,000,000																				
AGGREGATE	\$ 5,000,000																				
	\$																				
A A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC 115397-17 (AOS) MWXS 822-17 (OH)	1/1/2025 1/1/2025	1/1/2026 1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>E.L. EACH ACCIDENT</td><td>\$ 5,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 5,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 5,000,000</td></tr> </table>	E.L. EACH ACCIDENT	\$ 5,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 5,000,000	E.L. DISEASE - POLICY LIMIT	\$ 5,000,000								
E.L. EACH ACCIDENT	\$ 5,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 5,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 5,000,000																				
C	Excess Auto & Employer's Liability			P-001-001065181-03	1/1/2025	1/1/2026	\$5M Ea. Occurrence / \$5M Aggregate														

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

Contract No. 41744297 - Project/Location: GENRL-202577986 - Various Locations City and County of Denver Denver CO  
As respects Excess Liability, if evidenced above, Aon Risk Solutions U.S. is generating & distributing this COI in an administrative capacity.  
30-day Notice of Cancellation provided according to contract terms.  
Coverage is Primary and Non-Contributory to any other insurance held by Additional Insureds.  
A Waiver of Subrogation is granted to the extent required by contract.

**CERTIFICATE HOLDER****CANCELLATION**

City and County of Denver  
Department of General Services  
201 W. Colfax Ave., Dept. 304  
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

*Aon Risk Services Central, Inc.*

Aon Risk Services Central, Inc.

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ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED KONE Inc. Attn: insurancerequests@kone.com One KONE Court Moline IL 61265
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25      FORM TITLE: Certificate of Liability Insurance (03/16)

HOLDER: City and County of Denver Department of General Services

ADDRESS: 201 W. Colfax Ave., Dept. 304 Denver CO 80202

Certificate Holder and other parties as required by contract are listed as Additional Insured to the extent of the terms of the contract.

Excess policy provides coverage over the GL, Auto and Employers' Liability policies.

Contractual liability is included in General Liability policy.

General Liability policy will pay those sums that the insured becomes legally obligated to pay as damages, including medical expenses that arise out of a covered loss.

The City and County of Denver, its elected and appointed officials, employees and volunteers, are included as Additional Insureds in accordance with the policy provisions of the Builder's Risk policy.

EXHIBIT C  
SCHEDULE OF OTHER POLICIES

DATE ISSUED  
3/21/2025

NAMED INSURED:

KONE Inc.  
Attn: insurancerequests@kone.com  
One KONE Court  
Moline IL 61265

CERTIFICATE HOLDER:

City and County of Denver  
Department of General Services  
201 W. Colfax Ave., Dept. 304  
Denver CO 80202

INSURER NAIC#	COVERAGE	POLICY NO.	EFF - EXP DATE	LIMITS
Zurich American Insurance Company 16535	Installation/Erection/All-Risk/Builder Risk	MBR1009372-10	01/01/2025 - 01/01/2026	
Great American E&S Insurance Company 37532	Pollution Liability	CSE E603180 02	01/01/2025 - 01/01/2027	\$5,000,000 Each Loss - \$5,000,000 Aggregate
Pohjola Insurance Ltd	Professional Liability	16-683-331-6	01/01/2025 - 01/01/2026	\$5,000,000 Each Loss - \$5,000,000 Aggregate
Zurich American Insurance Company 16535	Property Including Stored Materials	MCP4257344-21	01/01/2025- 01/01/2026	



# OWNERS AND CONTRACTORS PROTECTIVE LIABILITY DECLARATIONS

**POLICY NUMBER****MWZY 311913****POLICY HOLDER SERVICE OFFICE:**

Old Republic Risk Management, Inc.  
445 South Moorland Road, Suite 300  
Brookfield, WI 53005  
(877) 797-3400

**PRODUCER #551**

Aon Risk Services Central, Inc.  
200 E. Randolph St.  
Chicago, IL 60601

**RENEWAL OF NUMBER****NAMED INSURED AND MAILING ADDRESS**

CITY AND COUNTY OF DENVER  
ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AND VOLUNTEERS

201 W. COLFAX AVE., DEPT. 304  
DENVER CO 80202

**POLICY PERIOD: FROM** 4/1/2024 **to** 3/31/2029 **at** 12:01 A.M. Standard Time at your mailing address shown above.

**Location of Covered Operations:** VARIOUS LOCATIONS CITY AND COUNTY OF DENVER DENVER CO

**Project Number** 41744297  
**Designated Contractor:** KONE INC.  
**Mailing Address:** ONE KONE COURT, MOLINE, IL 61265

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THE POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**LIMITS OF INSURANCE**

Each Occurrence Limit	<u>\$1,000,000.00</u>
Aggregate Limit	<u>\$2,000,000.00</u>

**DESCRIPTION OF BUSINESS**

Form of Business:

☐ Individual
 ☐ Joint Venture
 ☐ Partnership
 ☐ Limited Liability Company
 ☐ Corporation  
☒ Organization (Other than one indicated above)

Business Description:

**CLASSIFICATION AND PREMIUM-SUBJECT TO AUDIT**

<u>Classification</u>	<u>Code No.</u>	<u>Premium Base</u>	<u>Rate Per 1000 of Cost</u>	<u>Advance Premium</u>
		\$ 362,440.00	\$	Included
Audit Period (If applicable)		State Tax/Other (if applicable) \$ _____		
		Total Payable \$ _____		
Total shown is payable \$ _____		at inception		

**FORMS AND ENDORSEMENTS**

Forms and Endorsements applying to this coverage part and made part of this policy at time of issue:  
See attached Forms Index

Countersigned: 2/5/2025  
(Date)

By

Authorized Representative

OLD REPUBLIC INSURANCE COMPANY

Named Insured: CITY AND COUNTY OF DENVER	
Policy Number: <b>MWZY 311913</b>	Policy Period: <b>4/1/2024 TO 3/31/2029</b>

FORMS INDEX

**FORMS MADE A PART OF THIS POLICY AT TIME OF ISSUANCE:**

<u>Form Number</u>	<u>Description</u>
CG DEC GN 0001 01 16	OWNERS AND CONTRACTORS PROTECTIVE LIABILITY DECLARATIONS
U-40A	ENDORSEMENT (01-16)
ORRM 2008 01 16	FORMS INDEX
CL 177 (12-07)	QUICK REFERENCE OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
GL 551 030 0118	LIMITATION OF COVERAGE TO SPECIFIED PERIOD
IL 00 03 09 08	CALCULATION OF PREMIUM
PIL 008 12 03	ECONOMIC AND TRADE SANCTIONS CONDITION
CG 00 09 04 13	OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM- COVERAGE FOR OPERATIONS OF DESIGNATED CONTRACTOR
GL 551 010a 0109	ISSUANCE OF CERTIFICATES OF INSURANCE
PGL 059 12 04	TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT EXCEPTION AND A HOSTILE FIRE EXCEPTION
GL 551 009 0109	BLANKET ADDITIONAL INSURED
CG 28 04 10 93	EARLIER NOTICE OF CANCELLATION PROVIDED BY US
CG 28 05 10 01	PERSONAL INJURY LIABILITY
CG 33 53 05 14	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
PGL 004 11 03	ASBESTOS EXCLUSION ENDORSEMENT
PGL 023 04 13	LEAD EXCLUSION ENDORSEMENT
CG 21 73 01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG 29 51 12 07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 31 31 12 04	FUNGI OR BACTERIA EXCLUSION
CG 33 70 03 05	SILICA OR SILICA-RELATED DUST EXCLUSION
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
CG 29 05 01 18	IL CHANGES – CANCELLATION AND NONRENEWAL
IL 01 47 09 11	IL CHANGES – CIVIL UNION
IL 01 62 10 13	IL CHANGES – DEFENSE COSTS



## EXHIBIT D

## GENERAL SERVICES ON-CALL CONTRACT WORK ORDER FORM


**CONTRACTS  
OFFICE**
**DENVER GENERAL SERVICES**

Administered by:

Department of General Services Contracts Office

201 W. Colfax Ave., Dept. 1110

Denver, CO 80202

[GScontracts@denvergov.org](mailto:GScontracts@denvergov.org)

Work Order Title &amp; Description:

Contractor Name:

Agency Requester:

Contract No.:

Agency:

Workday Contract No.:

Requester Phone # and Email:

Fund/Cost Center/Spend Category/PRJ/Program:

Send Invoices To (email):

Emergency Auth. Code:

\*As applicable

It is hereby mutually agreed that when this **WORK ORDER** has been signed by the contracting parties, the following described scope of work shall be executed by the **CONTRACTOR** in accordance with all contract documents and as herein stipulated and agreed.

The sum, as indicated in the attached scope of work, constitutes full and complete consideration, payment and satisfaction to the Contractor for this Work Order and the Contractor hereby agrees to make no further claims, demands, or requests of any kind whatsoever for further monies, extensions of time, or other consideration for the described scope of work to the Contract.

**THE CONTRACTOR AGREES** to furnish all services, material, labor and perform all work/tasks required to complete the scope of work described and any changes in accordance with requirements for similar work covered by the Work Order, except as otherwise stipulated herein, for the following considerations:

The Lump Sum of (\$XX.XX):

Work Order Completion Date\*:

\*Form will not be accepted without a completion date.

Liquidated Damage:

Accepted for Contractor By:

Contractor Email:

Contractor Signature:

Title:

Date:

**USING AGENCY**

I hereby certify that funds are available that will be reserved to pay the Contractor in full for the work to be performed under this **WORK ORDER**.

By Using Agency – Administrative or Budget Office

Date

**APPROVALS**

Approved by Requestor,

Date

Approved by Division Director

Date

DISTRIBUTION: Auditor, Contract Administration, General Services  
Contract Compliance Technician, DSBO, and Contractor.

## EXHIBIT E

## GENERAL SERVICES ON-CALL CONTRACT WORK ORDER CHANGE FORM



**CONTRACTS  
OFFICE**  
DENVER GENERAL SERVICES

Administered by:  
Department of General Services Contracts Office  
201 W. Colfax Ave., Dept. 1110  
Denver, CO 80202  
[GScontracts@denvergov.org](mailto:GScontracts@denvergov.org)

Work Order Title:

Contractor Name:

On-Call Contract No.:

Supplier ID No.:

Workday PO No.:

Agency:

Agency Requestor:

Fund/Cost Center/Spend Category:

It is hereby mutually agreed that when this **WORK ORDER CHANGE** has been signed by the contracting parties, the following described changes shall be executed by the **CONTRACTOR** without changing the terms of the Contract.

Modifications to the Work Order described in the attached narrative and summarized in the attached scope of work dated \_\_\_\_\_ and attached as Exhibit A.

**THE CONTRACTOR AGREES** to furnish all services, material, labor and perform all work/tasks required to complete the scope of work described and any changes in accordance with requirements for similar work covered by the Work Order Change, except as otherwise stipulated herein, for the following considerations:

Add/subtract from the Work Order the sum of: \_\_\_\_\_ (\$XX.XX)

Work Order Revised Completion Date:

Accepted for Contractor By:

Contractor Signature:

Title:

Date:

**WORKDAY PO NO.:**

Original Work Order Amount: \$

Original Work Order Duration:

Original Work Order Completion Date:

**This Work Order Change (+/-):**

**New Work Order Total:**

Adjust the Work Order Completion Date by: \_\_\_\_\_ calendar days

**New Work Order Completion Date:**

**CHANGE REQUEST SUMMARY**

**USING AGENCY**

I hereby certify that funds are available that will be reserved to pay the Contractor in full for the work to be performed under this **WORK ORDER CHANGE**.

By Using Agency – Administrative or Budget Office

Date

**APPROVALS**

Approved by Requestor,

Date

Approved by Division Director

Date

NOTE: No persons shall authorize or perform any of the above until the Work Order Change has all signatures and has been distributed alongside a Notice to Proceed

DISTRIBUTION: Auditor, Contract Administration, General Services Contract Compliance Technician, DSBO, and Contractor.



**TIMOTHY M. O'BRIEN, CPA**  
AUDITOR

EXHIBIT F  
**City and County of Denver**

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

**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Luis Osorio Jimenez, Prevailing Wage Administrator  
**DATE:** September 13, 2024  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, **Monday, September 23, 2024**, and applies to the City and County of Denver for **Building CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20240020  
Superseded General Decision No. CO20230020  
Modification No. 7  
Publication Date: 9/13/2024  
(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.

**In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21<sup>st</sup>, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under \$18.29 to comply with the city's minimum wage.**

"General Decision Number: CO20240020 09/13/2024

Superseded General Decision Number: CO20230020

## EXHIBIT F

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

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

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

---

If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at
after January 30, 2022:	least \$18.29 per hour (or
	the applicable wage rate
	listed on this wage
	determination, if it is

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

# EXHIBIT F

Modification Number	Publication Date
0	01/05/2024
1	02/23/2024
2	05/17/2024
3	05/31/2024
4	07/05/2024
5	08/02/2024
6	09/06/2024
7	09/13/2024

ASBE0028-002 07/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 34.98	16.47

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-----

CARP0055-002 05/01/2024

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 35.10	13.41

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-----

CARP1607-001 06/01/2024

	Rates	Fringes
MILLWRIGHT.....	\$ 42.50	17.93

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ELEC0068-012 06/01/2024

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 44.95	19.08

## EXHIBIT F

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 -----  
 ELEV0025-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 54.20	37.89

## FOOTNOTE:

a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.

b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

-----  
 ENGI0009-017 05/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
141 tons and over.....	\$ 39.80	15.20
50 tons and under.....	\$ 35.78	15.20
51 to 90 tons.....	\$ 36.09	15.20
91 to 140 tons.....	\$ 37.34	15.20

-----  
 -----  
 IRON0024-009 11/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL/ORNAMENTAL..	\$ 37.23	12.79

-----  
 IRON0024-010 11/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 55.25	3.65

PAIN0079-006 08/01/2022

## EXHIBIT F

	Rates	Fringes
PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping) .....	\$ 25.11	10.95

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-----

PAIN0079-007 08/01/2022

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 25.81	10.95

-----  
-----

PAIN0419-001 06/01/2022

	Rates	Fringes
SOFT FLOOR LAYER (Vinyl and Carpet) .....	\$ 18.29	14.33

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\* PAIN0930-002 07/01/2024

	Rates	Fringes
GLAZIER.....	\$ 35.51	12.65

-----  
-----

PLUM0003-009 06/01/2024

	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation) .....	\$ 45.43	20.15

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PLUM0208-008 06/01/2024

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct		



## EXHIBIT F

Installation).....	\$ 44.15	22.43
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SFCO0669-002 04/01/2024

Rates

Fringes

SPRINKLER FITTER (Fire Sprinklers).....	\$ 45.44	26.98
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SHEE0009-004 07/01/2024

Rates

Fringes

SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 39.47	21.83
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\* SUCO2013-006 07/31/2015

Rates

Fringes

BRICKLAYER.....	\$ 21.96	0.00
-----------------	----------	------

CARPENTER (Acoustical Ceiling Installation Only).....	\$ 22.40	4.85
--	----------	------

CARPENTER (Metal Stud Installation Only).....	\$ 18.29	0.00
--	----------	------

CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation.....	\$ 21.09	6.31
--	----------	------

CEMENT MASON/CONCRETE FINISHER...	\$ 20.09	7.03
-----------------------------------	----------	------

LABORER: Common or General.....	\$ 18.29 **	5.22
---------------------------------	-------------	------

LABORER: Mason Tender - Brick...	\$ 18.30 **	0.00
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## EXHIBIT F

LABORER: Mason Tender -		
Cement/Concrete.....	\$ 18.30 **	0.00
LABORER: Pipelayer.....	\$ 19.26 **	3.68
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 20.78	5.78
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 19.10	3.89
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
ROOFER.....	\$ 18.85 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 18.97	0.00
WATERPROOFER.....	\$ 18.29 **	0.00

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

## EXHIBIT F

**Administrator Supplemental Rates  
(Specific to the Denver projects)  
Revision Date: 01-01-2024**

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
Boilermaker		\$30.97	\$21.45
Laborer: Concrete Saw		\$18.29	-
Paper Hanger		\$20.15	\$6.91
Plasterer		\$24.60	\$12.11
Plaster Tender		\$18.29	-
Power Equipment Operator	Concrete Mixer - Less than 1 yd	\$23.67	\$10.67
	Concrete Mixer - 1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loader - up to and incl 6 cu yd	\$23.67	\$10.67
	Loaders - over 6 cu yd	\$23.82	\$10.68
	Mechanic	\$18.48	-
	Motor Grader	\$23.97	\$10.70
	Oilers	\$22.97	\$10.70
	Roller	\$23.67	\$10.67
Truck Driver	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11
Waterproofer		\$18.29	\$0.00

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