

## CONTRACT SERVICES AGREEMENT

**THIS CONTRACT SERVICES AGREEMENT** (the “**Agreement**”) is made and entered effective as of the date set forth on the City’s signature page below (“**Effective Date**”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”) and **MINERVA BUNKER GEAR CLEANERS OF COLORADO CORP.**, a Colorado corporation, with an address of 3301 South Field Street, Lakewood, Colorado 80227 (the “**Contractor**”), referred to herein jointly as the “**Parties**” and individually as a “**Party.**”

In consideration of the mutual agreements contained in this Agreement, and subject to the terms and conditions stated in this Agreement, the Parties agree as follows:

**1. WORK TO BE PERFORMED:**

**A. Bunker Gear Cleaning and Repair Services:** The Contractor shall diligently and skillfully perform the bunker gear cleaning and repair services and provide and/or install the goods and materials, all as described in the Scope of Work attached hereto as **Exhibit A** and in accordance with the rates and schedule attached hereto as **Exhibit A** (the “**Work**”) which is incorporated herein by this reference.

**B. Oversight:** The Contractor shall conduct the Work under the general direction of and in coordination with the Fire Chief of the Denver Fire Department or the Chief’s designated representative (the “**Chief**”) and the Department employee(s) assigned to manage the Work (the “**Department**”) and 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. 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. Non-exclusivity:** The Contractor acknowledges and agrees that this Agreement does not create an exclusive right to perform all Work regarding bunker gear cleaning and repair services. The City may enter agreements with other contractors to perform the same or similar services and reserves the right to select, at the discretion of the Department, the contractor which is the most cost effective, best suited, and/or most readily able to perform.

**D. Time is of the Essence:** The Work specified in Scope of 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 to perform

the Work in accordance with the schedule and requirements set forth in the Scope of Work. Flagrant or persistent problems with the Contractor timely and effectively performing obligations as specified herein may result in termination of this Agreement as provided in sub-section 5.C. below.

**E. Shipping:** All pricing for shipping of bunker gear is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor's name, the Contract Control Number on this Agreement, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees.

**2. 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. If the Department 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 Department 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 Department.

**B. Permits and Licenses:** Any tasks specified under this Agreement which 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. Safety:** The Contractor is responsible for the health and safety of every person performing the Work 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 federal, state, and local 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 Department 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.

**D. Completion; Deficiency; Damages:** The Contractor shall promptly notify the Department as to the completion of the specified Work so that inspection of the Work may be made by the Department. If the Work performed is determined by the Department to be defective, deficient or incomplete, 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 Department and shall promptly notify the Department upon correction or completion of the Work. Any bunker gear that is damaged or lost during the performance of the Work or during the Contractor’s custody of the bunker gear shall be repaired or replaced by the Contractor subject to the approval of the Chief, or, alternatively, the Chief may elect recover the costs of the repair or replacement from the Contractor.

**3. TERM:** The term of the Agreement shall commence on May 1, 2021 and shall expire on July 31, 2023 (“**Term**”). The term of this Agreement may be extended by the City under the same terms and conditions for up to one (1) additional one (1) year renewal terms by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

**4. COMPENSATION AND PAYMENT:**

**A. Maximum Contract Amount:** The City agrees to pay the Contractor, and the Contractor agrees to accept, as the total compensation for the Work rendered and costs incurred (including all "out-of-pocket" expenses) during the term of this Agreement a sum not to exceed **SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$750,000.00)**, which amount shall not exceeded unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement. All Work is subject to inspection by the City prior to payment.

**B. Conditions of Payment:** Requests for progress payments must be submitted by the Contractor to the Department fully documenting and itemizing the Work rendered and all equipment, supplies, materials, labor, and other authorized and actually incurred costs, all in accordance with **Exhibit A**. The request for payment shall affirmatively represent that: i) all of the specified Work 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 this 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 Chief in writing in order to be eligible for compensation under this Agreement. Any payment may be reduced by the costs of any repair or replacement of property as specified in sub-section 2.D above. All invoicing and payments are subject to the City's Prompt Payment Ordinance, §§ 20-107 through 20-118, D.R.M.C.

**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 the 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. Amendment:** The Contractor acknowledges that the City is not obligated to execute an amendment to this Agreement and that any work performed by 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.

## **5. TERMINATION & REMEDIES:**

**A. Termination for Convenience of the City:** The Chief, 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 Chief. Any unfinished portion of the Work shall be faithfully and timely performed to the extent directed by the Chief (in the Chief's discretion), and compensation for all such authorized Work performed shall be paid to the Contractor in accordance with this Agreement. The Contractor shall have no claim of any kind whatsoever against the City for any termination without cause, except for compensation as described herein.

**B. Termination for Convenience of the Contractor:** Provided that the Contractor is not in Breach as provided in sub-section 5.C. below and subject to the survival provisions in section 34 below, the Contractor, upon giving ninety (90) calendar days written notice (unless a longer period is stated), may terminate this Agreement. Any unfinished portion of the Work shall be faithfully and timely performed to the extent directed by the Chief (in the Chief's discretion), and compensation for all such authorized Work performed shall be paid to the Contractor in accordance with this Agreement. The Contractor shall have no claim of any kind whatsoever against the City for any termination without cause, except for compensation as described herein.

**C. 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 Chief may, at the Chief's option, either terminate this Agreement, with cause, or seek liquidated damages, upon written notice to the Contractor, as provided below:

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, 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, a strike at a manufacturer or supplier for the Work, or widespread unavailability of necessary materials or supplies;

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 to this Agreement;

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

5) The Contractor has made an assignment or transfer of, or subcontracts, its responsibilities and obligations under this Agreement without obtaining the Chief'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 Chief;

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 Chief 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 has flagrantly or persistently failed or refused to comply with any applicable Safety Laws or fails or refuses to rectify any condition or situation in violation of applicable Safety Laws;

12) The Contractor fails, within three (3) calendar days of being notified, 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

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

**D. Compensation:** Upon termination of this Agreement, with cause, under sub-section 5.C above, the Contractor shall be compensated for the Work that the Chief 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) the costs of releasing any liens related to the Contractor's Work; 2) the costs of paying a new contractor for those services necessary to complete or rectify the Contractor's Work; and/or 3) the costs to repair or replace any damaged or lost property caused 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.

**E. Remedies:** For any termination of this Agreement, with cause, 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 Agreement; b) actual damages or costs caused by Breach of the Contractor; and c) recovery of costs incurred by the City as a result of the Breach of the Contractor, to the extent not covered in sub-section 5.D. 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 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.

**6. RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any action or inaction, including any payments to the Contractor, by the City constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Contractor, and the City's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default.

No assent, expressed or implied, to any breach or default shall be deemed or taken to be a waiver of any other breach or default.

**7. INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor and an entity or person retained on a contractual basis to perform professional or technical services for limited periods of time. Neither the Contractor nor the Contractor's employees or officers are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code or for any purpose whatsoever. Without limiting the foregoing, the Contractor understands and acknowledges that the Contractor and the Contractor's employees and officers: 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.

**8. INSURANCE:**

**A. General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen



or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

**B. Proof of Insurance:** Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit B**, 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 Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), 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.

**E. Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent Contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

**F. Workers' Compensation/Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

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

**9. DEFENSE & INDEMNIFICATION:**

**A.** Contractor agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the 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 will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

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

The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

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

**10. 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.

**11. [RESERVED.]**

**12. PERMITS, LICENSES, TAXES, CHARGES AND PENALTIES:** The Contractor agrees to pay promptly all taxes, excises, license fees, and permit fees of whatever nature applicable to its operations or activities under this Agreement, and to take out and keep current all required licenses or permits (federal, state, or local) required for the conduct of its business hereunder, and further agrees not to permit any of said taxes, excises or license or permit fees to become delinquent. The City shall not be liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts which the City may be required to pay under § 20-107 to § 20-115, D.R.M.C. The City is a tax exempt entity.

**13. 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.

**14. 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 federal, state, and local 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, asbestos-containing materials, and asbestos-contaminated soils, 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, chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act, state statute counterparts to these federal statutes, any guidelines issued and rules or regulations promulgated pursuant to federal or state statutes, and any other applicable federal or state statute.

**15. WARRANTIES; CORRECTION OF WORK; TITLE:** The Contractor warrants and guarantees 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 shall 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 Project 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 Department 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 Department 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). The Contractor warrants that the Contractor has full title to all Items incorporated into the Work,

that the 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.

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

**17. ASSIGNMENT & SUBCONTRACT:** Unless otherwise expressly provided in this Agreement, the Contractor covenants and agrees that the Contractor will not assign, transfer or subcontract the Contractor's rights and obligations hereunder without first obtaining the written consent of the Chief. Such consent may be granted or denied at the sole and absolute discretion of said Chief. Any assignment or subcontract approved by the Chief may require new or extended surety and insurance being provided by the Contractor or the Contractor's assignee or subcontractor, as specified in the Chief's written consent. Any attempt by the Contractor to assign, transfer or subcontract the Contractor's rights and obligations under this Agreement without such prior written consent of the Chief is ineffective and void, and in no way binding on the City. In such event, the Chief may elect, at the discretion of said Chief, to terminate this Agreement and all rights of the Contractor under this Agreement and/or to seek such other remedies available to the City under law.

**18. NO THIRD PARTY BENEFICIARY:** Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved

to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action to or by any third person or entity. Any person other than the City or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

**20. INTEGRATION & AMENDMENTS:** This Agreement, including the exhibits and attachments hereto (each of which is specifically incorporated herein), is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect, unless embodied in this Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment shall have any force of effect unless embodied in a written amendment to this Agreement executed by the Parties in the same manner as this Agreement. Any oral representation by any officer or employee of the City at variance with terms and conditions of this Agreement or any written amendment to this Agreement shall not have any force or effect nor bind the City.

**21. SEVERABILITY:** If any provision of this Agreement or any portion thereof is held by a court of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law, except for the provisions of the Agreement requiring prior appropriation of funds and limiting the total amount payable by the City, the validity of the remaining portions or provisions shall not be affected, if the intent of the Parties can be fulfilled.

**22. CONFLICT OF INTEREST:**

**A.** No employee of the City shall have any personal or beneficial interest in the services or property described in this Agreement; and the Contractor shall not hire, or contract for services with, any employee or officer of the City which 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 which would result in a conflict of interest under this Agreement. The Contractor represents that the Contractor 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, shall determine the existence of a conflict of interest and may terminate this Agreement in the event it determines a conflict exists, after the City has given the Contractor written notice which describes the conflict.

**23. NOTICES:** Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance, including changes to the persons to be notified or their addresses, shall be made by the Contractor to:

Fire Chief  
Denver Fire Department  
City and County of Denver  
745 West Colfax Avenue  
Denver, CO 80204

And by the City being made to the Contractor at the address set forth on the first page of this Agreement. All notices shall be in writing and provided by either personal delivery, certified mail, return receipt requested, or overnight courier. All notices are effective upon personal delivery or upon placing the notice the United States mail or with the courier service.

**24. DISPUTES:** All disputes of whatsoever nature between the City and the Contractor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code (“D.R.M.C.”), § 56-106(b) *et seq.* For the purposes of that procedure, the City official rendering a final determination shall be the Executive Chief of the Department of Parks and Recreation.

**25. GOVERNING LAW; COMPLIANCE WITH LAW; VENUE:**

**A. Governing Law:** This Agreement shall 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 in this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments and supplements to the same.

**B. Compliance with Law:** The Contractor shall perform or cause to be performed all services and work under this Agreement in full compliance with all applicable laws,

codes, rules, regulations and orders of the United States of America, the State of Colorado, and the City and County of Denver.

C. Venue: Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

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

**27. CONFIRMATION OF LAWFUL EMPLOYMENT:**

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

B. The Contractor certifies that:

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

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

C. The Contractor also agrees and represents that:

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

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

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

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



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

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

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

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

**28. 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.

**29. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions have been prepared by a particular party.

**30. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement shall control.

**31. SURVIVAL OF CERTAIN PROVISIONS:** The terms and conditions of this Agreement, together with the exhibits and attachments hereto, that, by reasonable implication, contemplate continued performance, rights or compliance beyond the expiration or termination of this Agreement, shall survive this Agreement and shall continue to be enforceable. Without limiting the generality of the foregoing, the Contractor's obligations to provide insurance and to indemnify the City shall 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. In addition, all obligations for financial assurances, warranties, and title prescribed in this Agreement shall survive as provided in this Agreement.

**32. INUREMENT:** The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns to the extent that such assignments are authorized under this Agreement.

**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. LEGAL AUTHORITY:** The Contractor assures and guarantees that the Contractor possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. The person or persons signing and executing this Agreement on behalf of the Contractor, do hereby warrant and guarantee that he/she or they have been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions herein set forth. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Contractor or the person(s) signing the Agreement to enter into this Agreement.

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

**37. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** The Contractor consents to the use of electronic signatures by the City. The Agreement, and any other

documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**[REMAINDER OF PAGE DELIBERATELY LEFT BLANK.**

**SIGNATURES BEGIN ON NEXT PAGE.]**

**Contract Control Number:**  
**Contractor Name:**  
COLORADO CORP

FIRES-202158628-00  
MINERVA BUNKER GEAR CLEANERS OF

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:**  
COLORADO CORP

FIRES-202158628-00  
MINERVA BUNKER GEAR CLEANERS OF

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

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

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

ATTEST: [if required]

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

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

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

See next page for  
Vendor signature

**Contract Control Number:**  
**Contractor Name:**  
COLORADO CORP

FIRES-202158628-00  
MINERVA BUNKER GEAR CLEANERS OF

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

Name: Joseph Xiras  
(please print)

Title: President  
(please print)

ATTEST: [if required]

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

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

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



**CONTRACT NO. FB-00664  
Cleaning and Repair of Bunker Gear**

**ROADMAP**

**Exhibit A**

**Contract Overview:**

This contract provides Miami-Dade Fire Rescue Department (MDFR) with firm and fixed prices for the cleaning, repair and quarter mastering of its firefighter protective uniforms (bunker gear), ordered as needed in accordance with the terms and conditions of the contract. Additional services can be added by Request for Quote issued by ISD.

**Contract Term:**

August 1, 2018 – July 31, 2023

Phone: (305) 375-4744

**Procurement Contracting Officer:** ~~Abrahn Rodriguez~~ [Abrahn Rodriguez](mailto:Abrahn.Rodriguez@miamidade.gov)

**EVENT LOG**

<b>ADD NO. ↓</b>	<b>Date Issued ↓</b>	<b>Event ↓</b>	<b>AGENT ↓</b>

**PART #1: VENDORS**

<b>Vendor</b>	<b>Contact Name</b>	<b>Phone Number</b>	<b>E-mail Address</b>
MBGC, LLC. d/b/a Minerva Bunker Gear Cleaners. FEIN: 800680015 – 01	Joseph Xiras	305-851-8281	<a href="mailto:joe@bunkergearcleaners.com">joe@bunkergearcleaners.com</a>



1.	Advanced Cleaning - Complete Set	No Charge
2.	Biohazard Decontamination Cleaning - Complete Set	\$13.50 Set
3.	Heavy Soil/Removal Cleaning - Complete Set	\$15.50 Set
4.	Advanced Cleaning Hood	\$3.80 Ea.
5.	Advanced Cleaning Coat	\$31.50 Ea.
6.	Advanced Cleaning Pant	\$31.50 Ea.
7.	Advanced Cleaning Fire Gloves	\$5.50 Pr.
8.	Advanced Cleaning Rubber Boots	\$23.00 Pr.
9.	Advanced Cleaning Leather Boots	\$23.00 Pr.
10.	Advanced Cleaning Helmets	\$23.00 Ea.
11.	Advanced Cleaning Belt	\$1.75 Ea.
12.	Coat Shell Repair Collar	\$2.00 Ea.
13.	Coat Shell Repair Flashlight Strap w/Velcro & Snap	\$1.00 Ea.
14.	Coat Shell Replace Hanging Hook	\$6.00 Ea.
15.	Coat Shell Install Rescue Harness	No Charge
16.	Coat Shell Replace Mic/Tool holder Hook/Drag/Loop	\$10.50 Ea.
17.	Coat Shell Repair Shoulder Pad	No Charge
18.	Coat Shell Replace Storm Flap-D-Ring	\$2.00 Ea.
19.	Coat Shell Replace Storm Flap-Hook or Loop	\$14.50 Ea.
20.	Coat Shell Replace Storm Flap-Zipper	\$34.50 Ea.
21.	Coat Shell Replace Take-up Strap	\$5.00 Ea.
22.	Coat Shell Replace Take-up Strap Buckle	\$2.00 Ea.
23.	Coat Shell Replace Throat Closure Entire (Hook or Loop)	\$11.25 Ea.
24.	Coat Shell Replace Name Patch Blank Attached w/Hook & Loop	\$23.00 Ea.
25.	Coat Shell Replace Name Patch Blank Sewn On	\$13.50 Ea.





26.	Coat Shell Replace Reflective Letter on Name Patch	\$5.50 Ea.
27.	Coat Shell Replace Reflective Letter on Shell	\$5.50 Ea.
28.	Coat Shell Replace Pocket - Bellows (Full)	\$48.00 Ea.
29.	Coat Shell Replace Pocket - Bellows (Semi)	\$2.00 Ea.
30.	Coat Shell Replace Pocket - Hand Warmer	\$2.00 Ea.
31.	Coat Shell Replace Pocket – Radio	\$28.00 Ea.
32.	Coat Shell Replace Entire Sleeve	\$57.00 Ea.
33.	Coat Shell Replace Cuff	\$21.00 Ea.
34.	Coat Shell Replace Cuff w/Hook and Loop & Snap	\$2.00 Ea.
35.	Coat Shell Replace Elbow Pad - 2 Piece w/Seam	No Charge
36.	Coat Shell Replace Elbow Pad External	No Charge
37.	Coat Shell Replace Elbow Pad Sewn In	\$3.00 Ea.
38.	Coat Shell Replace Water Well only	\$5.00 Ea.
39.	Coat Shell Replace Water well w/Wristlet	\$5.00 Ea.
40.	Coat Shell Replace Wristlet Only	\$24.00 Ea.
41.	Coat Shell Refl. Trim-Remove & Replace Hardware	\$1.00 Ea.
42.	Coat Shell Refl. Trim-Remove & Replace Pocket	\$11.00 Ea.
43.	Coat Shell Attach Reflective Flag	\$7.00 Ea.
44.	Coat Shell Replace Reflective Trim-one Band on Coat (Pleated Back)	\$7.00 Ea.
45.	Coat Shell Replace Reflective Trim-one Band on Coat (Standard)	\$42.00 Ea.
46.	Coat Shell Replace Reflective Trim-Vertical Band	\$27.00 Ea.
47.	Coat Shell Replace Reflective Trim-Over Pocket	\$24.00 Ea.
48.	Coat Shell Replace Reflective. Trim-Under Pocket	\$13.50 Ea.
49.	Coat Shell Replace Reflective. Trim-Over Storm Flap	\$6.00 Ea.
50.	Coat Liner Replace Hook or Loop on Collar	\$14.00 Ea.



51.	Coat Liner Replace Zipper	\$29.50 Ea.
52.	Coat Liner Heat Seal Water Well in Sleeve	\$1.00 Ea.
53.	Coat Liner Replace Hook or Loop on Cuff	\$10.00 Ea.
54.	Coat Liner Replace Water Well only	\$3.00 Ea.
55.	Coat Liner Replace Water Well w/Wristlet	\$3.00 Ea.
56.	Coat Liner Replace Wristlet Only	\$22.00 Ea.
57.	Pant Shell Replace Fly-D-Ring	\$2.00 Ea.
58.	Pant Shell Replace Fly Hook or Loop	\$12.00 Ea.
59.	Pant Shell Replace Fly - Zipper Stop or Tab	\$1.00 Ea.
60.	Pant Shell Replace Suspender Button	No Charge
61.	Pant Shell Attached Boot Access Panel w/Zipper	\$10.00 Ea.
62.	Pant Shell Replace Cuff	\$17.00 Ea.
63.	Pant Shell Replace Knee Pad External	\$1.00 Ea.
64.	Pant Shell Replace Knee Pad Padded	\$1.00 Ea.
65.	Pant Shell Replace Knee Pad Sewn In	\$41.00 Ea.
66.	Pant Shell Replace Knee Steam Channel Make Complete	No Charge
67.	Pant Shell Replace Knee Pad Fly – Hook	\$2.00 Ea.
68.	Pant Shell Replace Pocket - Bellow (Semi)	\$32.00 Ea.
69.	Pant Shell Replace Reflective Trim - One Band on Leg	\$27.75 Ea.
70.	Pant Shell Replace Reflective Trim - Vertical Band	\$26.00 Ea.
71.	Pant Shell Replace Zipper	\$23.00 Ea.
72.	Replace Misc. Hole or Tear Large	\$14.00 Ea.
73.	Replace Misc. Hole or Tear Up to 3x3	\$14.00 Ea.
74.	Replace Misc. Hook or Loop up to 12 inches	\$9.00 Ea.
75.	Replace Misc. Hole or Loop up to 2x2	\$4.75 Ea.
76.	Misc. Sewing - Repair Pocket (per 15 min.)	\$15.00 Job



77.	Replace Small Hardware (Rivets, Snaps, Grommet)	\$4.00 Ea.
78.	Replace Pocket Flat Only	\$2.00 Ea.
79.	Replace Pocket - Neoprene Liner Only	\$1.00 Ea.
80.	Replace Pocket – Reinforcement	\$3.00 Ea.
81.	Replace Snap w/ Liner Attachment Strap in Sleeve/ Leg	\$4.00 Ea.
82.	Replace Binding - per 12 inches	\$4.00 Ea.
83.	Heat seal - per 12 inches	\$9.00 Ea.
84.	Suspender Button	\$4.00 Ea.
85.	After Hours Emergency Services call (Defined in Para 2.11 of contract) <i>Flat fee based on any request outside of normal business hours.</i>	\$375.00 Job
86.	Monthly charge for vendor managed inventory service	\$4,250.00 Mo.

DFD Addendum Items  
Price List

Repair Description	Price
ADVANCED CLEANING - VISUAL INSPECTION - COAT	\$25.74
ADVANCED CLEANING - VISUAL INSPECTION - PANT	\$25.74
Clean Harness	\$9.88
Eval. Wash Coat	\$12.48
Eval. Wash Pant	\$12.48
Large Patch MB/Coat - Warranty	\$0.00
Large Patch MB/Pant - Warranty	\$0.00
MEDIUM PATCH MB/COAT WARRANTY	\$0.00
Medium Patch MB/Pant - Warranty	\$0.00
Pant - REPLACE TAKE-UP STRAP	\$5.22
Pant - REPLACE TAKE-UP STRAP BUCKLE	\$2.09
PATCH THERMAL BARRIER - LARGE	\$44.46
PATCH THERMAL BARRIER - MEDIUM	\$32.76
PATCH THERMAL BARRIER - SMALL	\$23.92
PRIORITY CLEANING - VISUAL INSPECTION - COAT	\$28.08
PRIORITY CLEANING - VISUAL INSPECTION - PANT	\$28.08
Remove old & Install new MB /Pant Warranty	\$0.00
REPLACE CHIN STRAP	\$52.00
REPLACE POCKET FLAP ONLY	\$16.12
REPLACE THUMB LOOPS	\$5.46
Small Patch MB/Pant - Warranty	\$0.00
SMALL PATCH MB/COAT WARRANTY	\$0.00
Tape Pin Hole In MB Up Per 3"/Pants - Warranty	\$0.00
Tape Pin Hole In MB Up Per 6"/Pants - Warranty	\$0.00
TAPE PIN HOLE IN MB UP PER 3"/COAT WARRANTY	\$0.00
TAPE PIN HOLE IN MB UP PER 6" COAT WARRANTY	\$0.00
TAPE PIN HOLE MB PER 3"/COAT WARRANTY	\$0.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/31/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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.

PRODUCER: Irving Weber Associates, Inc. 6900 College Boulevard, Suite 1000 Overland Park KS 66211
CONTACT NAME: Tara Kronenberger
PHONE (A/C, No, Ext): (833) 929-1235
INSURER(S) AFFORDING COVERAGE: General Casualty Company of Wisconsin NAIC #: 24414

COVERAGES CERTIFICATE NUMBER: 20/21 Liab 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability.

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

Certificate holder is included as additional insured as required by written contract, contract# FIRES - 201846510 and City and County of Denver, its Elected and Appointed officials, Employees and Volunteers.

CERTIFICATE HOLDER: City and County of Denver; Department of Public Safety - Fire 745 West Colfax Avenue Denver CO 80204
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]