

CONTRACT

THIS CONTRACT, is made and entered into as of the date stated on the signature page (“Effective Date”), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City"), and **Roth Property Maintenance, L.L.C.**, a Colorado limited liability company whose address is 1190 S. Cherokee St., Unit 1, Denver, CO 80223 organized and existing under and by virtue of the laws of the State of Colorado, (“Contractor”), Party of the Second Part.

WITNESSETH:

WHEREAS, the City desires to obtain janitorial services (the “Services”) for its facilities; and

WHEREAS, the City has solicited and received proposals for such services, and has chosen the proposal submitted by the Contractor; and

WHEREAS, the Contractor is fully qualified and ready, willing and able to provide the Services to the City, in accordance with its proposal submitted to the City;

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

SECTION 1 – DEFINITIONS

As used in this Contract, unless the context requires otherwise:

1.01 CONTRACT ADMINISTRATOR

The City’s Executive Director of General Services, her designee or successor in function (hereinafter referred to as the "Executive Director of General Services" “Executive Director” "Manager of General Services" or “Manager”) authorizes all work performed under this Agreement. The Executive Director hereby delegates her authority over the work described herein to the Contract Administrator(s) and or Operations Supervisors(s) as the Executive Director's authorized representative for the purpose of administering, coordinating and approving work performed by the Contractor under this Agreement. The Contract Administrator(s) and or Operations Supervisors(s) are authorized representative(s) for day-to-day administration of the Contractor's services under this Agreement. The Contractor shall submit its reports, memoranda, correspondence and submittals to the Contract Administrator. The Executive may rescind or amend any such designation of representatives or delegation of authority and may from time to time designate different individuals to act as Contract Administrator(s) and or Operations Supervisors(s), upon notice to the Contractor.

1.02 CONTRACT DOCUMENTS

It is agreed by the parties hereto that the following list of instruments, drawings and documents which are attached hereto and bound herewith or incorporated herein by reference constitute and shall be referred to either as the Contract Documents or the Contract between the parties hereto, and they are as fully a part of this agreement as if they were set out verbatim and in full herein:

Contract	
Exhibit A	Scope of Work
Exhibit B	Pricing
Exhibit C	Facilities: Locations and Requirements
Exhibit D	Equipment
Exhibit E	Certificate of Insurance
Exhibit F	Payment and Performance Bond
Exhibit G	Prevailing Wage Schedule
Exhibit H	Executive Order No. 136 Re: Worker Retention

1.03 CONTRACTOR EMPLOYEE; CONTRACTOR PERSONNEL

“Contractor employee” or “Contractor personnel” shall include employees and personnel of the Contractor and subcontractors, if any.

1.04 CONTRACTOR’S PROPOSAL

"Contractor’s Proposal" shall mean the Proposal as submitted by the Contractor dated September 12, 2014 in response to City and County of Denver Request for Proposals No. 0612A issued August 11, 2014, together with Addenda numbered 1 through 3.

1.05 EXECUTIVE DIRECTOR

“Executive Director of General Services”, “Executive Director”, “Manager of General Services” and “Manager” all have the same meaning for purposes of this agreement.

SECTION 2 – SCOPE OF WORK

2.01 SCOPE OF WORK

The Contractor shall be responsible for providing Services for the City and its facilities in accordance with the terms and conditions of the Contract Documents. Contractor shall furnish all necessary labor, tools, equipment, and supplies to perform the required services, except for the equipment, supplies, and facilities that are specified in this Contract as being the responsibility of the City. The parties agree this Contract is non-exclusive and the City reserves the right to purchase the same services and materials through other procurements.

2.02 MANNER OF WORK

A. Scope of Work: The Contractor will furnish all of the technical, administrative, professional and consulting services and other labor; all supplies and materials, equipment, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources required to perform and complete the work all in accordance with the attached **Exhibit A**, hereinafter referred to in this Agreement as the Contractor's "Scope of Work." Contractor shall not be authorized to proceed with work described herein and the City shall not be obligated to fund any work performed by the Contractor, until the City has provided written notification to the Contractor that the work is to be performed.

B. Professional Responsibility: The Contractor shall faithfully perform the Scope of Work required under this Agreement in accordance with standards of care, skill, expertise, training, diligence and judgment customarily exercised by highly competent professionals who perform work of a similar nature to the work described in this Agreement.

C. Diligence: The Contractor acknowledges that time is of the essence in the performance of its services under this agreement and that the City and County of Denver may suffer damages if the services are delayed as a result of the Contractor's failure to perform in a timely and diligent manner. Contractor shall perform the work described herein in a timely manner and as directed by the Executive Director of General Services or his or her authorized representatives.

D. Neither the Contractor nor any of its employees shall perform any work other than that which is defined herein, except as permitted in writing by the Executive Director of General Services.

E. This is a non-exclusive Contract. In the City's best interests, the City reserves the right to purchase the same services through other procurements. The City also reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately by the vendor.

2.03 COORDINATION AND LIAISON

The Contractor agrees that during the term of this Contract it shall coordinate its work with any interested City agency; any person or firm under contract with the City, and with other governmental agencies which are affected by or interested in any part of the services the Contractor performs under this Contract.

2.04 PREPARATION FOR ASSUMPTION OF RESPONSIBILITY

Preparatory actions by the Contractor shall include, but are not limited to hiring and training personnel. In order to conduct an orderly transition, the Contractor will obtain, at least seven (7) calendar days prior to commencement of the Contractor's operations under this Contract, all badges, clearances and/or driver's licenses which are required for such person's job classification as set out herein. Contractor further agrees to fully implement and comply with executive order regarding Service Contract Worker Retention, as set for in **Exhibit H**, attached hereto and incorporated herein.

SECTION 3 - TERM

3.01 TERM

The term of this Contract shall commence at 12:01 a.m. M.S.T. on March 1, 2015, and shall terminate at 12:00 a.m. M.S.T. on February 28, 2018, unless earlier terminated in accordance with the Contract Documents or extended by written amendment. This contract may be extended for up to two additional years by written amendment.

SECTION 4 – COMPENSATION AND PAYMENT

4.01 COMPENSATION

The City hereby agrees to pay the Contractor, and the Contractor agrees to accept as its sole compensation for all costs incurred, relating to or arising out of services provided under the amounts set forth in **Exhibit A – Scope of Work** and **Exhibit B – Pricing**.

4.02 MONTHLY BILLINGS

The Contractor shall submit monthly invoices in form satisfactory to the City and consistent with **Exhibits A & B**. The Contractor agrees that the City’s Contract Administrator may from time to time require changes to the format and content of the monthly invoice to be submitted by the Contractor. The City reserves the right to reject any and all invoices for specified items of work that have not been performed to the satisfaction of the City. If General Services rejects an invoice it will provide the contractor with a specific reason(s) for rejecting the invoice.

4.03 MAXIMUM LIABILITY

A. Any other provision in this Agreement notwithstanding, in no event shall the City be liable for payment under this Agreement for any amount in excess of **Eighteen Million Dollars and 00/100 (\$18,000,000.00)** (the “Maximum Contract Liability”). The Maximum Contract Liability may only be increased by written amendment to this Agreement. Any services performed beyond those set forth herein are performed at Contractor’s risk and without authorization under the Agreement.

B. It is agreed and understood that this Contract is a multi-year agreement with only partial funding authorized. The City’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

C. The City reserves the right to direct the Contractor to perform only limited portions of the work described in **Exhibit A** and the Contractor agrees that it shall not continue work in excess of approved and encumbered amounts without a written Notice from the City stating the funding limit and term. If the Contractor chooses to proceed with work prior to receiving such a written Notice, then the Contractor shall do so at its own risk without any liability for payment by the City. The City’s written Notice must be signed by the City’s Executive Director of General Services, otherwise it is invalid and the Contractor is without authority to proceed. Payments hereunder will be made subject to the multi-year conditions stated above.

4.04 TIME OF PAYMENT / PROMPT PAYMENT

Terms shall be subject to the City's Prompt Payment Ordinance D.R.M.C. 20-107 *et-seq.* subject to the Maximum Contract Liability set forth herein. Payments shall be based upon monthly invoices and receipts submitted by Contractor in accordance with the provision of this Agreement and that have been audited and approved by the City. The Contractor agrees that interest and late fees shall be payable by the City hereunder only to the extent authorized and provided for in the City's Prompt Payment Ordinance. For any subcontractor engaged by Contractor under this Agreement, the Contractor is subject to Section 20-112, D.R.M.C., requiring the Contractor to pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven days after receipt of any payment from City. Any late payments by Contractor are subject to a late payment penalty as provided for in Section 20-112, D.R.M.C.

SECTION 5 – CONTRACTOR'S PERFORMANCE

5.01 CONTRACTOR PERSONNEL – GENERAL REQUIREMENTS

A. The Contractor shall at all times provide properly trained and competent personnel in the number and classifications necessary to perform its services in an efficient manner and in accordance with the Contract Documents. The Contractor shall be responsible for the conduct of all the Contractor's personnel at all times. Contractor personnel are required to be properly trained and competent to perform the duties of their positions. They shall be properly uniformed, clean and neat in appearance while on duty, and shall deal with members of the public, and City employees in a prompt, polite and businesslike manner.

B. The Contractor shall remove any Contractor or employee the Executive Director of General Services notifies the Contractor in writing that such person: (a) is, in the sole opinion of the Executive Director of General Services or his/her designee, incompetent, unfit or disorderly; or (b) has used profane or abusive language or behavior toward any person at the City. Such person shall not be reassigned to City work by the Contractor, except with the express written consent of the Executive Director of General Services or his/her designee.

5.02 THE CONTRACTOR'S PROJECT MANAGER

A. The Contractor shall provide a Project Manager, trained, qualified, and acceptable to the City's Contract Administrator, exclusively for this Contract. The Project Manager shall have full authority to act for the Contractor and at all times to carry out the provisions of this Contract. If the Project Manager is absent, the Contractor shall, at all times, provide and equally qualified and competent replacement that has been given full authority to carry out the duties of the positions as required.

5.03 SECURITY

A. It is a material requirement of this Contract that the Contractor shall comply with all rules, regulations, written policies and authorized directives from the City. The Contractor shall conduct all of its activities in compliance with the City's security program. Violation by the Contractor or any of its employees, subcontractors or vendors of any rule, regulation or authorized directive from the City with respect to Security shall be grounds for immediate termination by the City of this Contract for cause.

B. The Contractor, promptly upon notice of award of this Contract, shall meet with the Contract Manager to establish badging requirements for Contractor's operations under this Contract. The Contractor shall obtain the proper access authorizations for all of its employees, subcontractors and vendors. Any person who violates such rules may be subject to revocation of his/her access authorization. The failure of the Contractor or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

C. The Contractor shall return to the City at the expiration or termination of this Contract, or upon demand by the City, all access keys or access badges issued to it or any subcontractor. If the Contractor fails to do so, the Contractor shall be liable to reimburse the City for all the City's costs for work required to prevent compromise of the City's system. The City may withhold funds in the amount of such costs from any amounts due and payable to the Contractor under this Contract.

5.04 SAFETY

A. The Contractor shall operate at all times under this Contract in compliance with the Occupational Safety and Health Act.

B. For all operations requiring the placement and movement of the Contractor's equipment, Contractor shall observe and exercise and compel its 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.

5.05 LAWS, REGULATIONS, TAXES AND PERMITS

A. The Contractor shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the work under this Contract. All costs thereof shall be deemed to be included in the prices proposed for the work.

C. The Contractor, at all times, shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules and regulations in any manner affecting the conduct of the work.

5.06 COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS

A. The Contractor in conducting any activity on the City's work site shall comply with all applicable local, state and federal environmental rules, regulations, statutes, laws and orders (collectively "Environmental Requirements"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous Materials or Special Wastes to the environment. For purposes of this Agreement the terms "Hazardous Materials" shall refer to those materials, including without limitation asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), oil or any other petroleum products, natural gas, source material, pesticide, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance," "hazardous waste" or "toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 et seq. (1990), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq. (1990), and any rules and regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

B. The Contractor shall acquire all necessary federal, state, and local, permits/approvals and comply with all permit/approval requirements.

C. Prior to use, the Contractor shall provide to the City copies of Material Safety Data Sheets (MSDSs) for all chemicals or detergents to be used in its activities for approval. This obligation is continuing for the term of this Agreement, and the Contractor shall provide updated MSDSs and MSDSs for new chemicals, as such information is updated and as new chemicals or detergents are placed into use, as applicable.

D. The Contractor agrees to ensure that its operations hereunder are conducted in a manner that minimizes environmental impact through appropriate preventive measures. The Contractor agrees that it shall be responsible for any notice of violation from CDPHE, the City and County of Denver or the EPA. The Contractor further agrees that it is responsible for the health and safety of its personnel in connection with such environmental requirements.

E. In the case of a release, spill or leak as a result of the Contractor's activities, the Contractor shall immediately control and remediate the contaminated media to applicable federal, state and local standards. The Contractor agrees that in such event it will immediately clean up all spills and the cleanup material must be disposed of offsite at the Contractor's sole expense. The Contractor agrees that it shall reimburse the City for any penalties and all costs and expenses, including without limitation attorney's fees, incurred by the City as a result of the release or disposal by the Contractor of any pollutant or hazardous material on or about the City's work site.

5.07 EXISTING UTILITIES AND STRUCTURES

F. The Contractor shall adequately protect the work, City property, adjacent property and the public. In the event of damage to facilities and/or disruption in services at the facilities, as a result of the Contractor's operations or lack thereof when required, the Contractor shall take immediate steps to notify the Contract Administrator and subsequently repair or restore all services to the satisfactory approval of the Contract Administrator. The Contractor shall also provide temporary services to maintain uninterrupted use of the facilities. All costs involved in making repairs and restoring disrupted service shall be borne by the Contractor, and the Contractor shall be fully responsible for any and all claims resulting from the damage. The Contract Administrator, at her/his option, may elect to perform such repairs and deduct the cost of such repairs, replacements and outside services from the monthly charges by the Contractor.

SECTION 6 – INDEMNITY; INSURANCE; BONDS

6.01 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, and for three (3) years after termination of the Agreement. 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 stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written 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."

Additionally, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. 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 the Agreement prior to placement of coverage. Contractor certifies that the certificate of insurance attached as **Exhibit E**, 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 and Auto Liability Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. Waiver of Subrogation: For all coverages, 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. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

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

H. Business Automobile Liability: Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

I. Professional Liability: Design Consultant shall maintain limits of \$1,000,000 for each claim, and \$1,000,000 aggregate limit for all claims.

J. Additional Provisions:

- (a) For Commercial General Liability and Excess Liability, the policies must provide the following:
 - (i) That this Agreement is an Insured Contract under the policy;
 - (ii) Defense costs in excess of policy limits;
 - (iii) A severability of interests, separation of insureds or cross liability provision; and
 - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (b) For claims-made coverage:
 - (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.
- (c) If any aggregate limit is reduced by twenty five percent (25%) or more by paid or reserved claims, the Contractor shall notify the City within ten (10) days and reinstate aggregates required.

6.02 DEFENSE AND INDEMNIFICATION

A. Contractor hereby 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.

6.03 INSPECTION OF RECORDS

A. During the term of this Agreement, upon request of the Contract Administrator or the City Auditor, the Contractor shall make available all payroll records, training records, books of account, and other relevant records pertinent to the Agreement for the purposes of inspection and audit of such records at the Contractor's office. The Contractor agrees that the City's duly authorized representatives shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to audit, examine and copy any directly pertinent books, documents, papers and records of the Contractor related to work performed under this Agreement.

6.04 PAYMENT AND PERFORMANCE BOND

A. A Performance and Payment Bond satisfactory to the City and County of Denver on the form required by the City, in an amount not less than One Hundred Thousand Dollars (\$100,000.00) is required of the Contractor to guarantee that it will perform the work in strict accordance with Agreement Documents and shall pay all debts incurred under this Agreement. The Surety named in the Bond must be authorized to do business in the State of Colorado.

B. This Bond must be either renewed annually by the Surety named in the Bond or replaced with an identical Bond covering the subsequent year of the Agreement issued by another Surety which has been approved in advance by the Executive Director of General Services. If the Executive Director of General Services does not receive written notice from the Surety in the manner provided in the Bond at least one-hundred and twenty (120) days before it expires or does not receive a substitute Bond in the form required by the City from an approved Surety at least one-hundred and twenty days (120) before the Bond expires, then the Contractor shall be in default of this Agreement and the Executive Director of General Services may immediately terminate this Agreement by giving the Contractor written notice of such default. If the City elects to extend the Agreement for additional periods at the same prices, terms and conditions pursuant to Section 3.2 of this Agreement, the Contractor shall obtain and submit either an extension of the existing Performance, Payment and Guarantee Bond or the an identical Bond from another Surety that is acceptable to the City.

C. Under no circumstances shall the City be liable to the Contractor for any costs incurred or payments made by the Contractor to obtain an extension of an existing Bond or a new Bond unless otherwise specifically provided for by this agreement.

D. The City's form of Performance and Payment Bond must be used. Contractor's Performance and Payment Bond is attached as **Exhibit F**. Attorneys-in-Fact who sign Performance, Payment, and Guarantee Bonds must file with such Bonds a certified copy of their Power-of-Attorney to sign such Bonds that is certified to include the date of the Bond.

SECTION 7 - SUBCONTRACTING

7.01 SUBCONTRACTING ALLOWED

The Contractor may sublet portions of the Work. No subcontractor shall in turn subcontract any portion of its work; there shall only be one tier of subcontracting.

7.02 OBLIGATIONS OF CONTRACTOR

The Contractor shall be responsible for any acts or omissions of its employees, agents, suppliers, material men and subcontractors. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract. In addition, all work performed for the Contractor by a subcontractor shall be pursuant to an agreement between the Contractor and the subcontractor which shall contain provisions that:

A. Preserve and protect the rights of the City and its funding agencies under the Contract Documents with respect to the work to be performed so that the subcontracting thereof will not prejudice those rights; and

B. Require that the Subcontractor be bound to the Contractor by the terms of the Contract Documents, that its work be performed in accordance with the requirements of the Contract Documents, and with respect to the work it performs, that it assume toward the Contractor all the obligations and responsibilities the Contractor assumes toward the City.

7.03 APPROVAL OF SUBCONTRACTORS

All subcontractors that the Contractor expects to perform Work under this Contract must be approved in writing by the Executive Director of General Services before the subcontractor begins work. The Executive Director may refuse to approve a subcontractor for reasons that include, but are not limited to, the following:

A. Default on a contract within the last five (5) years.

B. Default on a contract that required that a surety complete the contract under payment or performance bonds issued by the surety.

C. Debarment within the last five (5) years by a public entity or any organization that has formal debarment proceedings.

D. Significant or repeated violations of Federal Safety Regulations (OSHA).

E. Failure to have the specific qualifications listed in the Contract Documents for the work that the subcontractor will perform.

F. Failure to have the required City or Colorado licenses to perform the work described in the subcontract.

G. Failure to pay workers the proper wage and benefits or to pay suppliers or subcontractors with reasonable promptness within the last five (5) years.

H. The Subcontractor 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, obstruction of justice, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Subcontractor's business.

I. Before the Executive Director approves any such subcontractor, the Contractor shall submit to the Executive Director a statement signed by an officer or principal of the Contractor certifying that the Contractor has investigated the qualifications and background of its proposed subcontractors and identifying the existence of any of the problems listed above or certifying that to the best of his/her knowledge the problems listed do not exist.

7.04 NO CONTRACTUAL RELATIONSHIP

The City does not intend that this Section 7, or any other provision of this Contract, be interpreted as creating any contractual relationship between the City and any subcontractor and the Parties agree it does not create a contractual relationship between the City and any subcontractor. The City does not intend that its approval of a subcontractor will create in that subcontractor a right to any subcontract. The City's approval of a subcontractor does not relieve the Contractor of its responsibilities to the City for the work to be performed by the subcontractor.

SECTION 8 – WAGES AND SALARIES

8.01 PAYMENT OF PREVAILING WAGES

A. Pursuant to Section 20-76 of the Denver Revised Municipal Code, the Contractor and each of its subcontractors shall pay every worker, laborer or mechanic employed by it directly upon the site of the work under this Contract the full amounts accrued at the time of payment, computed at wage rates not less than those shown on the current prevailing wage rate schedule for each class of employees performing work for the Contractor and its subcontractors under this Agreement (**See Exhibit G**). The wages shall be those prevailing as of the date of this Contract, and the Contractor shall post in a prominent and easily accessible place in its work area at the City, a copy of the wage rates for the positions or positions to which the prevailing wage ordinance applies. All construction workers, mechanics and other laborers shall be paid at least once per week; non-construction workers such as janitorial or custodial workers shall be paid at least twice per month.

B. The Contractor shall furnish to the City Auditor or his authorized representative, each week during which work is performed under this Contract, a true and correct copy of the payroll records of all workers employed to perform the work, to whom the prevailing wage ordinance applies. All such payroll records shall include information showing the actual number of hours worked by each worker, the hourly pay of such worker, any deductions made from pay, and the net amount of pay

received by such worker for the period covered by the payroll. The payroll record shall be accompanied by a sworn statement of the Contractor that the copy is a true and correct copy of the payroll records of all workers performing such work, either for the Contractor or a subcontractor, that payments were made to the workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers were paid the prevailing wages as set forth in this Contract.

C. If the term of this Contract extends for more than one year, the minimum City prevailing wage rates that contractors and subcontractors shall pay during any subsequent yearly period or portion thereof shall be the wage rates in effect on the yearly anniversary date of this Contract which begins such subsequent period. Decreases in prevailing wages subsequent to the date of this Contract shall not be effective except on the yearly anniversary date of this Contract. Contractor will be compensated for increases in prevailing wage rates as set forth in **Exhibit A – Scope of Work**.

D. If the Contractor or any subcontractor fails to pay such wages as required herein, the City Auditor shall not approve any warrant or demand for payment to the Contractor until the Contractor furnishes to the Auditor evidence satisfactory to the Auditor that such wages so required by this Contract have been paid. The Contractor may utilize the procedures set out in D.R.M.C. §20-76(d)(4) to satisfy the requirements of this provision.

E. If any worker to whom the prevailing wages are to be paid, employed by the Contractor or any subcontractor to perform work hereunder, has not been or is not being paid a rate of wages required by this Section 8, the Executive Director of General Services may by written notice to the Contractor, suspend by a stop-work order or terminate the Contractor's services hereunder, or the part of such services performed by such workers. The issuance of a stop-work order shall not relieve the Contractor or its sureties of any obligations or liabilities to the City under this Contract, including liability to the City for any extra costs incurred by it in obtaining substitute services for City facilities while any such stop-work order is in effect or following termination for such cause.

F. Payment of "Fringe Benefits" as determined by the Career Service Board's current prevailing wage schedule is required except when the vendor attaches to his/her proposal a Conversion Fringe Benefit Schedule approved by the Career Service Authority as applicable to this contract only, and in which event, the vendor and all subcontractors hereunder as a part of this contract shall be required to pay to the workers, mechanics, and laborers affected, the approved conversion in lieu of the "Fringe Benefits" set forth in the Prevailing Wage Schedule. Contractor may from time to time within the contract term submit a revised or new Conversion Fringe Benefit Schedule for approval by Denver Prevailing Wage Office, and when approved, adopt the new schedule.

SECTION 9 - CONTRACT ADMINISTRATION; CONTRACT DOCUMENTS

9.01 AUTHORITY OF THE CONTRACT ADMINISTRATOR

A. The day to day administration of this Contract is vested in the Contract Administrator. The Contract Administrator or other City representative shall have the right to inspect facilities and equipment to ensure compliance with the Contract. The Contract Administrator will decide any and all questions which may arise as to the quality and acceptability of supplies and equipment furnished and work performed, and as to the manner of performance and rate of progress of the work.

B. The Contract Administrator may make changes in the specifications of work performed by the Contractor, if such changes do not alter the general nature of the work being performed. Notice to

the Contractor of such changes will be made orally if the duration of such changes is less than one week; otherwise, notice will be given in writing.

9.02 CONTRACTOR'S UNSATISFACTORY PERFORMANCE

If, in the opinion of the Executive Director, the Contractor's performance under this Contract becomes unsatisfactory, the City shall notify the Contractor in writing, specifying the instances of unsatisfactory performance. The Contractor will have three (3) days from the time of such notice to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right at the Contractor's sole expense to complete the work to its satisfaction and the City shall deduct the cost to cover same from any balances due or to become due the Contractor.

9.03 RESERVED

9.04 DISPUTE RESOLUTION

Disputes arising out of this Agreement shall be resolved by administrative hearing before the Executive Director of General Services following the procedures outlined in Denver Revised Municipal Code Section 50-56. It is further agreed that no cause of action shall be brought against the City until there has been full compliance with the terms of this Section.

9.05 CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

This Contract consists of Sections 1 through 11, which precede the signature page, and the following appendixes and exhibits, which are incorporated herein and made a part hereof by reference:

Exhibit A	Scope of Work
Exhibit B	Pricing
Exhibit C	Facilities: Locations and Requirements
Exhibit D	Equipment
Exhibit E	Certificate of Insurance
Exhibit F	Payment and Performance Bond
Exhibit G	Prevailing Wage Schedule
Exhibit H	Executive Order 136: Worker Retention

In the event of an irreconcilable conflict between (i) a provision of Sections 1 through 11 and any of the listed appendixes and exhibits or (ii) between provisions of any appendix or exhibit, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Sections 1 through 11 hereof
- Exhibit E
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D

Exhibit F
Exhibit G
Exhibit H

SECTION 10 – DEFAULT; REMEDIES; TERMINATION

10.01 TERMINATION FOR CONVENIENCE OF THE CITY

The Executive Director, upon giving a minimum of thirty (30) days written notice may terminate this contract, in whole or in part, when it is in the best interest of the City. If this Contract is so terminated, the City shall be liable only for payment in accordance with the payment provisions of this Contract for services rendered prior to the effective date of termination.

10.02 DEFAULT

The following are events of default under this Contract:

- A. In the opinion of the Executive Director, the Contractor fails to perform adequately the services required in the contract.
- B. In the opinion of the Executive Director the Contractor fails to perform the required work within the time stipulated in the contract.
- C. In the opinion of the Executive Director, the Contractor provides material that does not meet the requirements of the Contractual Agreement
- D. In the opinion of the Executive Director, the Contractor attempts to impose on the City and County of Denver materials, products, service or workmanship which is of an unacceptable quality.
- E. In the opinion of the Executive Director, the Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City and County of Denver a positive indication that the Contractor will not or cannot perform to the requirements of the Contractual Agreement.
- F. The Contractor is in default under any other contract, purchase order or agreement with the City.
- G. The Contractor becomes insolvent, or takes the benefit of any present or future insolvency or bankruptcy statute, or makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee or liquidator of any or substantially all of its property.
- H. The Contractor transfers its interest under this Contract, without the prior written approval of the City, by reason of death, operation of law, assignment, sublease or otherwise, to any other person, entity or corporation.
- I. The Contractor gives its permission to any person to use for any illegal purpose any portion of the City made available to Contractor for its use under this Agreement.
- J. The Contractor fails to comply with any of the provisions of this Contract concerning City security.

K. 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, obstruction of justice, undue influence, theft, racketeering, extortion, or any offense of a similar nature, in connection with Contractor's business.

L. The Contractor fails to keep, perform and observe any other promise, covenant or agreement set forth in this Contract, and such failure continues for a period of more than 30 days after delivery by the City of a written notice from the Executive Director of such breach or default, except where a shorter period is specified herein, or where fulfillment of its obligation requires activity over a period of time and Contractor within 10 days of notice commences in good faith to perform whatever may be required to correct its failure to perform and continues such performance without interruption except for causes beyond its control.

10.03 REMEDIES

If Contractor commits an Event of Default, as described in Section 10.02, the City may exercise any one or more of the following remedies:

A. The City may elect to allow this Contract to continue in full force and effect and to enforce all of City's rights and remedies hereunder.

B. The City may cancel and terminate this Contract upon giving 10 days written notice to Contractor of its intention to terminate; provided, however, that if the Contractor has committed an Event of Default as defined in Subsections 10.02(H), (I), (J) or (K), termination may be effective either immediately upon notice, or within a stated period after notice, as determined by the Executive Director in her discretion.

C. Perform any test or analysis on materials as to whether they conform in all respects to the specifications of the Contractual Agreement. If the results indicate non-compliance with the specifications, any actual expense of testing will be borne by the vendor.

D. The City may obtain necessary services in the open market, or otherwise perform or obtain performance of the services covered by this Contract, at the expense of the Contractor. The City may recover any actual excess costs by: (1) deduction from an unpaid balance; (2) collection against the Contractor's performance bond; or (3) any combination of the two foregoing methods. Nothing herein shall prevent the City from using any other method of collection available to it.

10.04 REMEDIES CUMULATIVE

The remedies provided in this Contract shall be cumulative and shall in no way affect any other remedy available to the City under law or in equity.

SECTION 11- GENERAL CONDITIONS

11.01 COLORADO OPEN RECORDS ACT

The Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 et seq., and all documents prepared or provided by Contractor

under this Agreement may be subject to the provisions of the Colorado Open Records Act. Any other provision of this Agreement notwithstanding, including exhibits, attachments and other documents incorporated into this Agreement by reference, all materials, records and information provided by the Contractor to the City shall be considered confidential by the City only to the extent provided in the Open Records Act and the Contractor agrees that any disclosure of information by the City consistent with the provisions of the Open Records Act shall result in no liability of the City. The Contractor agrees that it will fully cooperate with the City in the event of a request for disclosure of such documents or a lawsuit arising under such act for the disclosure of any documents or information, which the Contractor asserts, is confidential and exempt from disclosure.

In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of material the Contractor may consider confidential, proprietary or otherwise exempt from disclosure. In the event of the filing of a lawsuit to compel disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees it will either intervene in such lawsuit to protect materials the Contractor does not wish disclosed, or waive any claim of privilege or confidentiality. If the Contractor chooses to intervene in such a lawsuit and oppose disclosure of any materials, the Contractor agrees to defend, indemnify, and save and hold harmless the City, its officers, agents, and employees, from any claim, damages, expense, loss or costs arising out of the Contractor's intervention including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

11.02 NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this contract, the Contractor agrees not to refuse to hire, nor to discharge, promote or demote, nor 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, marital status or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

11.03 ASSIGNMENT OF CONTRACT

The Contractor may not assign or otherwise transfer any of its rights or obligations under this Contract without the prior written approval of the Executive Director. If the Contractor attempts to assign or transfer any of its rights or obligations hereunder without obtaining the prior written consent of the Executive Director, the Executive Director may elect to terminate this Contract. The Executive Director has the sole and absolute discretion to grant or deny any transfer or assignment request.

11.04 NONEXCLUSIVE CONTRACT

This is a non-exclusive Contractual Agreement. In the City's best interests, the City reserves the right to purchase the same materials and services through other procurements.

11.05 NO THIRD PARTY BENEFICIARIES

This Contract does not, and shall not be deemed or construed to confer upon or grant to any third party or parties any right to claim damages or to bring any suit, action or other proceeding against either the City

or the Contractor because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein contained. Any person other than the City or the Contractor receiving any benefit hereunder shall be deemed to be an incidental beneficiary only.

11.06 RISK OF LOSS

Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered as a result of this Proposal which occur prior to delivery to the City and County of Denver; and such loss, injury or destruction shall not release Contractor from any obligation hereunder.

11.07 PATENTS AND TRADEMARKS

A. The Contractor covenants that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans to be used by it in its operations under or in any way connected with this Contract. The Contractor agrees to save and hold the City, its officers, employees, agents and representatives free and harmless of and from any loss, liability, expenses, cost, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Contractor under or in any way connected with this Contract.

B. The Contractor agrees that it will not engage in or allow its employees, subcontractors or agents to engage in, any unauthorized use or infringement of any trademark or copyright. The Contractor agrees to save and hold the City free and harmless of and from any loss, liability, expenses, cost, suit or claim for damages in connection with any infringement by the Contractor or its officers, employees, subcontractors, agents or representatives, of any trademarks or copyrights, arising out of the operations of the Contractor under or in any way connected with this Contract.

11.08 STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR; CITY DOES NOT FURNISH UNEMPLOYMENT OR WORKERS COMPENSATION COVERAGE:

A. It is understood and agreed by and between the parties that the status of the Contractor shall be that of an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1.E(x) of the Charter of the City, and it is not intended nor shall it be construed that the Contractor, its employees, or its subcontractors are employees or officers of the City under Chapter 18 of the Revised Municipal Code or for any purpose whatsoever.

B. Without limiting the foregoing, the parties hereby specifically acknowledge that the Contractor is not entitled to unemployment insurance benefits unless the unemployment compensation coverage is provided by the Contractor or some other entity besides the City, that the Contractor is not entitled to worker's compensation benefits from the City, and that the Contractor is obligated to pay federal and state income tax on moneys earned pursuant to this Agreement. The parties further acknowledge that the provisions of this paragraph are consistent with the Contractor's insurance obligations which are set forth in this Agreement.

11.09 NO WAIVER OF RIGHTS

No assent, expressed or implied, to any breach of any one or more of the covenants, provisions and agreements of this Contract shall be deemed or taken to be by the City a waiver of any succeeding or other breach.

11.10 NOTICES

Notices concerning termination of this Contract, notices of default, notices of violations of the terms or conditions of this Contract, and other notices of similar importance shall be made:

by Contractor to:

Executive Director of General Services
201 West Colfax Avenue, Department 1110
Denver, CO 80202

by City to:

Roth Property Maintenance, L.L.C.,
1190 S. Cherokee St., Unit 1
Denver, CO 80223

Either party hereto may designate in writing from time to time the address of substitute or supplementary persons within the State of Colorado to receive such notices.

11.11 NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT

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.

11.12 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS

The Contractor and Contractor's agents shall cooperate and comply with the provisions of the City and County of Denver Executive Order No. 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring the Contractor and Contractor's agents from City facilities or participating in City operations.

11.13 SOLICITING

No soliciting for any purpose is allowed on City premises by the Contractor's employees. The Contractor shall inform its employees of this Agreement requirement prior to the time each such employee shall begin work for the Contractor.

11.14 GRATUITIES

Neither the Contractor nor its employees, officers and agents shall solicit or accept gratuities for any reason whatsoever from any employee of the City or the General Public.

11.15 ADVERTISING AND PUBLIC DISCLOSURES

The Contractor shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Executive Director, which will not be unreasonably withheld. Nothing herein, however, shall preclude the transmittal of any information to officials of the City, including without limitation, the Mayor, member or members of City Council, or the Auditor.

11.16 DENVER OFFICE OF SUSTAINABILITY POLICY AND GUIDANCE

Contractor shall, when applicable and practicable, follow standards and recommendations of the United States Environmental Protection Agency EPP program, the Green Seal organization, and standards and practices specified by the U.S. Green Building Council, including the Leadership in Energy and Environmental Design (LEED) program. Contractor shall fully implement all appropriate LEED-EB principals to minimize negative economic, environmental, and public health impacts of its operations and maintenance. Services must meet any directly applicable LEED-EB standards, and otherwise help the City realize the goals of the Denver Office of Sustainability.

11.17 TIME IS OF THE ESSENCE

In the performance of this contract by the Contractor, time is of the essence.

11.18 CONFLICT OF INTEREST

The Contractor represents and warrants that it is under no obligation or restriction, nor will the Contractor assume any obligation, which would in any way interfere with or be inconsistent with the services to be furnished by the Contractor under this Contract.

11.19 COMPLIANCE WITH M/WBE REQUIREMENTS

A. This Agreement is subject to all applicable provisions of Article V, of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as §§ 28-117 –137 and 28-152 – 28-158, D.R.M.C., (referred to in this Agreement as the “MBE/WBE/SBE Purchasing Ordinance”) and any Rules or Regulations promulgated pursuant thereto. The Contractor identified in its proposal the participating MBE and/or WBE firms that will be used to satisfy the procurement goal, whether as a self-performing bidder or proposer, a subcontractor, or member of a joint venture and a total participation level by such firms of 100%. The procurement goal for MBE/WBE participation established for this Agreement by the Division of Small Business Opportunity (DSBO) is 30%.

B. Under §28-132, D.R.M.C., the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with its originally achieved level of MBE and WBE participation upon which this Agreement was awarded, unless the City initiates a material alteration to the scope of work affecting MBEs or WBEs performing on this Agreement through contract amendment or otherwise as set forth in §28-133, D.R.M.C. The Contractor] acknowledges that:

- (1) It must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress in achieving the M/WBE participation goal.
- (2) If any contract modifications are issued under the Agreement, the Contractor shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of the procurement of such contract, upon any of the bases discussed in §28-133, D.R.M.C., regardless of whether such increase or decrease in scope of the procurement has been reduced to writing at the time of notification.
- (3) If any contract modifications are issued under the contract, that include an increase in the amount of covered goods or scope of covered services under the Agreement, whether by amendment or otherwise which increases the dollar value of the contract, whether or not such change is within the scope of performance by an M/WBE at the time of contract award, such contract modification shall be immediately submitted to DSBO for notification purposes. Those amendments or other contract modifications that involve a changed scope of goods or services that cannot be performed by existing project subcontractors or by the Contractor shall be subject

to a goal for M/WBEs equal to the original goal on the contract which was included in the bid or proposal. The Contractor Consultant shall satisfy such goal with respect to such changed scope of procurement by soliciting new M/WBEs in accordance with §28-133, D.R.M.C., as applicable, or the Contractor must show each element of modified good faith set out in §28-135(d), D.R.M.C. The Contractor shall supply to the director the documentation described in §28-135(d), D.R.M.C. with respect to the increased dollar value of the contract.

(4) Failure to comply with these provisions may subject the Contractor to sanctions set forth in the MBE/WBE/SBE Purchasing Ordinance. Should any questions arise regarding specific circumstances, the Contractor must consult the MBE/WBE/SBE Purchasing Ordinance or contact the designated DSBO representative at (720) 913-1999.

11.20 SEVERABILITY

If any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the remaining provisions herein which are severable shall not be affected.

11.21 ENTIRE CONTRACT

The parties acknowledge and agree that the provisions contained herein constitute the entire agreement between the parties as to the subject matter hereof, and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Executive Director, shall be valid unless they are contained in an instrument which is executed by all the parties with the same formality as this Contract.

11.22 ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS

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

11.23 CITY EXECUTION OF CONTRACT

This Contract is expressly subject to, and shall not become effective or binding on the City, until it is fully executed by all signatories of the City and County of Denver.

[END OF PAGE]

Contract Control Number:

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:

By _____

By _____

By _____



Contract Control Number: GENRL-201419545-00

Contractor Name: Roth Property Maintenance, L.L.C.

By: *Lynette M Roth*

Name: *Lynette M Roth*
(please print)

Title: *Managing Member*
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibit A

EXHIBIT A

The overall responsibility of the Contractor(s) is to coordinate, plan, manage, and perform activities described in this section to maintain an acceptable appearance and a healthy environment for City facilities.

A.1 SCOPE OF WORK:

The Contractor shall perform all janitorial services described in this section as well as all janitorial services indicated in Exhibit C – Facility Locations and Requirements. These services may be provided in the following locations, including but not limited to office spaces, lobbies, corridors, basement areas, hallways, stairways, restrooms, passageways, service and utility areas, elevators, locker rooms, gyms, cardio/weight equipment areas, outdoor areas, parking garages, etc.

The Contractor shall furnish all uniforms, cleaning equipment (where not provided) and hand tools at its own expense. Vacuum cleaners and trash removal containers shall be covered with padded, non-marring covers that Contractor shall provide at its own expense.

The Contractor shall be liable for damages, which occur to any City owned buildings or City owned equipment due to its carelessness or the carelessness of its employees.

A.2 GENERAL CONSIDERATIONS:

A.2.a.1 Contract Administration:

The City's Executive Director of General Services is responsible for authorizing and approving work performed under this Agreement. The Executive Director may designate a Contract Administrator (s) and/or Operations Supervisor(s) responsible for day-to-day administration of the contract.

Facilities Management Division Facilities Superintendents, Parks and Recreation Facility Supervisors and Wastewater Management Supervisors are also authorized to represent the City in the day- to- day administration of the contract, as it relates to their facilities.

The Contractor will be notified when personnel changes occur among the City's designated employees.

A.2.a.2 Contractor Management

The City will appoint a Contract Manager with overall responsibility for this contract. On a day to day basis, the Contractor will be dealing with individual facility managers for the using City agencies. Individual facilities will be able to request and schedule special one-time projects in their facility using the approved order form and the pricing methodology established in this contract. These special projects will be billed separately from the monthly

invoice. Requests to add or delete services from the Scope of Work of any facility must be approved by the Contract Manager and the Executive Director of General Services.

Regularly scheduled meetings will be conducted by the Contract Manager and may include all individual facility directors. The Contractor is required to attend these meetings to discuss any issues that might arise. All discussion will be captured in minutes and made available to all participants. Any perceived contractor issues or deficiencies will be addressed first at the individual facility level. These deficiencies will be documented using the approved form by the facility manager and forwarded to the Project Manager. If necessary, the Contract Manager will get involved in the resolution. Regularly scheduled meetings are included in the MMF. Only meetings requiring the attendance of the Contractor's non-supervisory employees would be billable.

At the end of the contract term, the Contractor will work closely with the Contract Manager to ensure that all tasks are completed and all invoices and payroll reports are submitted in a timely manner.

The Contractor shall designate an individual who will ultimately be responsible for work performed under this Agreement and who will be the City's primary contact person. It must be possible for the City's representatives to contact this person by telephone, text, or email during established business hours. It must also be possible to contact the Contractor's designated contact person after hours if attempts to contact lower level supervisory personnel are unsuccessful or do not resolve the issue at hand.

A.2.a.3 **Supervision**

Onsite supervision will be required at the following locations:

- Wellington E. Webb Municipal Office Building
- Minoru Yasui Building
- City and County Building
- Denver Justice Center (Lindsey-Flanigan Courthouse and Van Cise-Simonet Detention Center)
- Denver Wastewater Management Building

All locations listed above will be staffed with day porters as well as evening shift custodians, if applicable. The Contractor's supervisory work schedules shall include significant portions of both shifts. Work schedules will be established prior to the commencement of any work to be performed under the contract. Onsite supervisors are required to respond promptly to telephone calls or other communication from the City's representatives. Sites with more than one day porter will have one day porter assigned as a working lead that will assist Contractor's supervisors in overseeing the day porter team.

Roving supervisors will be assigned to smaller locations. Work schedules will be established prior to the commencement of any work to be performed under the contract. During scheduled work hours, roving supervisors will be expected to respond promptly to any communication from the City's representatives.

Both onsite and roving supervisors are required to actively oversee and monitor employees while work is being performed and to inspect areas after work has been performed.

Both onsite and roving supervisors shall speak and write English to the satisfaction of the City Contract Administrator. The City may request that a supervisor be replaced if that supervisor's English language skills are inadequate.

City Facility Supervisors and employees shall limit their communication to the Contractor's managerial and supervisory personnel. They will not attempt to directly manage work performed by the Contractor's employees. Day porter's general scope and duty involves interacting with and helping City staff in the day to day operations of buildings and thus may interact directly with or respond directly to work requests made by City Facility Supervisors.

A.2.a.4 **Timekeeping**

Cleaning services shall be provided at facilities located throughout the City and County of Denver. Facility locations may be added or deleted during the term of the contract. See Section A.2.a.8 for further information. Work hours will vary. The Contractor shall provide an accurate and verifiable record of employee hours spent at each facility.

A.2.a.5 **Security**

Many City facilities require a high level of security. Prior to the commencement of service, representatives of the City and the Contractor will meet to review security policies and procedures for each facility. Identification badges and keys (when necessary) will be issued to Contractor employees in an accountable manner. Identification badges that are lost or damaged will result in a fee of \$25 for badges less than 5 years old, and \$10 for badges older than 5 years.

Contractor employees will be required to adhere to existing security procedures at each facility. No attempts to circumvent security procedures (for instance, by propping doors open) will be allowed.

The City will perform background checks on an annual basis on those employees who will be performing services in areas that require a higher level of security. New employees who will be working in secured areas will be required to pass a background check prior to starting work.

A.2.a.6 **Building Keys / Access Card Control:**

The Contractor shall establish and implement practices to ensure that all keys/access cards provided by the City to the Contractor are not lost or misplaced and not used by unauthorized persons. No keys issued to the Contractor shall be duplicated. Contractor shall report the loss of keys/access card to the City within 24 hours.

In the event any keys are lost or stolen, the City, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the City, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor.

The Contractor shall implement procedures to guarantee against the unauthorized use of keys issued by the City. It is also the responsibility of the Contractor to prohibit the opening of locked areas by the Contractor's employees to permit entrance of any persons other than Contractor's employees engaged in the performance of assigned duties in those work areas.

Contract Administrators shall specify procedures for admittance to all buildings and all rooms within those buildings. These procedures may be subject to change periodically. The Contractor shall exercise all reasonable efforts to insure the safety of any keys it is given. The Contractor shall not duplicate any keys it is given.

While cleaning areas, Contractor's personnel shall not admit anyone into the suite, except authorized Contractor, or Property Manager Personnel, or tenants having keys to the suite. All work shall be completed behind locked doors. On completion of nightly assigned duties, all lights shall be turned off, doors locked, and offices left in a neat and orderly condition.

The Contractor is required to furnish the Facility Manager with a list of employees and laborers and only when specifically requested, copies of I-9's (Employment Eligibility Verification). However, the City shall be responsible to maintain confidentiality and protect from potential misuse the confidential data on the I-9 forms the City collects, such as social security number, driver's license numbers, date of birth, and other employee private data. The City may request Contractor to redact private data on the I-9 prior to delivery, or give a certification the I-9 was completed in lieu of the actual I-9.

A.2.a.7 **Supplies and Equipment**

The City agrees to purchase the following goods:

- toilet tissue
- paper towels
- liquid hand soap, shampoo, and body wash.
- plastic trash, composting, or recycling receptacle liners
- feminine hygiene products and disposal can liners
- toilet seat covers
- hand lotions and skin disinfectants intended for occupant use
- air freshener sprays or products for restroom air freshener dispensers
- urinal screens/tabs
- Waterless urinal consumables, filters, parts, cleaning chemicals
- Dish soaps for break room or kitchen sinks or dishwashers
- Laundry detergents for washing City owned materials, if Contractor requested to do so.
- Batteries, keys, tools, or replacement parts for restroom dispensers

- Trash and recycling receptacles, bins, dumpsters, compactors – other than the wheeled trash collection carts used by custodians to collect trash.

Supplied by City: All mechanical dispensers required for dispensing materials designated in the paragraph above shall be supplied, installed and maintained for proper mechanical operation by the City. Lamps and ballasts will be also be maintained by the City.

Some City facilities are equipped with dispensers that control the dilution of cleaning chemicals. In most facilities, the Contractor will be responsible for purchasing these chemicals. In facilities where special chemicals are required due to preferences or requirements of the Facility Supervisor, the Facility will be responsible for purchasing those chemicals.

Contractor supervisors shall closely monitor inventory of those products that the City will purchase, and inform City contract administrators when supplies need to be ordered. Requests for supply orders must occur well before supplies are depleted. The City may investigate if supply usage appears to be abnormal.

At most facilities, the Contractor will be expected to provide machinery such as vacuums, carpet extractors, and floor buffers. The Contractor shall provide all necessary custodial tools, equipment and supplies including (but not limited to):

brooms, brushes, sponges, scrubbing pads, spray bottles, disposable gloves, scraping tools, general cleaning and disinfecting chemicals, mops, pails, mop buckets, carts, wheeled trash barrels, wax, floor stripping chemicals, floor finish, floor pads, waxing machines, vacuum cleaners and vacuum bags, rotary buffers, dust cloths, mops and dust wands for Venetian blind dusting. Equipment such as vacuum cleaners, scrubbers, etc., shall be kept in good operating order and designed to perform the kind of work prescribed in specifications. All mobile equipment shall have bumpers and guards to prevent marking or scratching of fixtures, furnishings and building surfaces.

Designated Storage: Cleaning equipment and supplies are to be kept neatly in custodial closets/locations designated by the Facility Manager. Custodial closet floors and shelves shall be maintained daily in a neat, clean, and orderly condition by the Contractor. The City will not be responsible in any way for the Contractor's supplies, materials, equipment or personal belongings that may be damaged or lost by fire, theft, accident, other conditions or circumstances. Custodial storage rooms will be equipped with doors and locks. Locks, if not already installed will be furnished and installed by the City.

Any chemicals purchased or used by the Contractor must comply with the City's Green Cleaning and Sustainability standards (see Section A.6). These standards are designed to lessen harmful impact on the environment and create a healthier environment for employees and visitors.

Some facilities have City-owned floor scrubbing machines onsite, however the City does not have a firm list of these. The Contractor's employees will be allowed to use these machines

after receiving training on their operation and maintenance. The Contractor will be expected to properly maintain the machines, which remain the property of the City. Maintenance may include, but not be limited to, charging batteries, cleaning filters, etc.

While it is understood that some damage may result from normal wear and tear, the Contractor will be liable for damage caused by negligence or neglect.

A.2.a.7.1 Additional equipment, innovative use of technology, innovation.

The equipment provided in Exhibit D is included as part of the Monthly Management Fee (MMF). It is in the mutual best interest of the City and the Contractor to find efficient, safe, and effective cleaning tools and methods, including utilizing equipment already owned and maintained at sites. Contractor and City agree to provide and maintain equipment as specified in Exhibit D. However, should the Contractor or City determine a piece of equipment would increase productivity, increase quality, increase the wellbeing of the employees, increase the safety of the cleaning operation, or otherwise be beneficial, the City and Contractor may negotiate for the procurement of such equipment, either by the City, the Contractor or both. The City and Contractor shall negotiate who will purchase and maintain the equipment, as well as final disposition of equipment at the end of the contract.

A.2.a.8 Uniforms

The Contractor's employees shall be professionally uniformed in appearance and shall wear a uniform or other identification that clearly identifies them as employees of the Contractor.

All uniforms shall be similar for all employees and must be reasonably different in both design and color from those worn by any City employees with the intent to differentiate Contractor's employees from City employees. Uniforms shall be appropriate for the work being done, including jackets, tee-shirts, aprons, fleece jackets, polo shirts, and button down shirts.

A.2.a.9 Addition or Subtraction of Facilities; Increase or Reduction of Service

The City reserves the right to add or to subtract facilities to be cleaned by the Contractor. When a location is added, the Contractor will meet with the appropriate City Facility Supervisor in order to determine a Scope of Work that is specific to that facility. No work shall begin at new sites until approved in writing by the Executive Director of General Services. The Monthly Management Fee (MMF) for new locations shall be calculated as follows:

A.2.a.9.1 Pricing for new sites added to contract with similar scope and frequency as existing sites:

- a. When a new site is added that has routine cleaning services of 3 or more times/visits per week of at least 3 hours per visit, the following calculations shall be used to determine costs:

- i. Hours required shall be calculated using industry standard productivity rates, experience at other City sites of similar size and scope, and collaboration between the City and Contractor to build a reasonable schedule. All hours and other reimbursable expenses shall be billed per Section A.15 Pricing, Item #2, *Reimbursement of hourly and fixed labor costs*. A new site specific “not to exceed” for labor hours shall be generated following similar protocol and format to Exhibit B.
 - ii. A flat MMF shall be determined, by the following formula:
(Monthly not-to-exceed hours) X (raw labor cost per hour without any payroll taxes) X (0.4697).
- b. Pricing for **new sites** added to contract with a **scope that is different** than typical sites, either by infrequent visits, or different cleaning needs:
 - i. The MMF calculations in section a) above are for typical office and recreation center sites as listed in Section A.5. Certain new sites that are not typical office or recreation center spaces, such as warehouses, outdoor facilities, public transit, public entertainment venues, or have mixed commercial/governmental use may require special chemicals, tools, management, equipment, etc.
 - ii. Hours required shall be calculated using industry standard productivity rates, experience at other City sites of similar size and scope, and collaboration between the City and Contractor to build a reasonable schedule. All hours and other reimbursable expenses shall be billed per Section A.15 Pricing, Item #2, *Reimbursement of hourly and fixed labor costs*. A new site specific “not to exceed” for labor hours shall be generated following similar protocol and format to Exhibit B.
 - iii. Additional drive time, as billable hours, may be required for sites that are visited infrequently or for short durations per visit, as a floater must be assigned multiple sites on a roving schedule. Mileage fees, when required by law, or City policy will be paid to the Employee and billed to the City. All estimated drive time and mileage fees will be disclosed to and approved by the City prior to commencing work at the new site covered under this section (b).
 - iv. A flat MMF shall be determined, by the following formula:
(Monthly not-to-exceed hours) X (raw labor cost per hour without any payroll taxes) X (0.4697)

If there are additional costs associated with the new proposed site, including need for additional dedicated supervision, extra chemicals, tools, equipment, that are not typically found in other sites, Contractor shall propose the net difference in costs and quote a new site specific MMF as necessary for the specific site. Contractor is not obligated to clean the site, nor is the City obligated to hire the Contractor, however the Contractor agrees to negotiate in good faith with the City to provide cleaning services as necessary for the City at a fair market rate.

No work may commence at an additional facility until the MMF fee and the scope of work has been approved, in writing, by the Executive Director of General Services. The Executive Director of General Services must also approve, in writing, the cessation of service at any facility.

The Contractor will meet with the appropriate City Facility Supervisor if an increase or reduction of service is contemplated at any facility. Any increase or reduction of level of service should be accompanied by an increase or reduction of labor hours. A new MMF will be calculated using the following formula:

- i. Hours required shall be calculated using industry standard productivity rates, experience at other City sites of similar size and scope, and collaboration between the City and Contractor to build a reasonable schedule. All hours and other reimbursable expenses shall be billed per Section A.15 Pricing, Item #2, *Reimbursement of hourly and fixed labor costs*. A new site specific “not to exceed” for labor hours shall be generated following similar protocol and format to Exhibit B.

The new MMF and revised scope of work must be approved, in writing, by the Executive Director of General Services.

The initially contracted MMF included *economies of scale* efficiencies due to volume, with fixed expenses such as portfolio, roaming, and onsite supervision spread out over the entire portfolio. Should the City reduce sites below 85% of the initial contracted amount, Contractor shall have the right to reasonably modify its supervision structure to accommodate the new workload and budgets. City may request Contractor to disclose the intended changes, and City and Contractor may negotiate and agree in writing to a supplemental fee to maintain certain aspects of supervision that would otherwise be cut due to the reduction in MMF.

A.2.a.10 **Special Projects; Work outside Scope**

On occasion, the City may request services from the Contractor that are outside the established scope of work for an individual building. When special services are requested, the Contractor will meet with the appropriate City Facility Supervisor in order to determine a scope of work that is specific to the special services and to determine how many labor hours will be required. All Special Services shall be approved in writing by the Executive Director of General Services, prior to any work being performed.

Special Projects and Services shall be invoiced separately from monthly labor and MMF costs.

a) Pricing for **extra services** at sites listed in Section A.5:

I. Typical custodian work of vacuuming, mopping, dusting, emptying trash, typical cleaning of restrooms, cleaning up after special events or snow storms, etc, which typically are performed by the “Custodian I” position in the Prevailing Wage schedule.

1. When preapproved by the City, Contractor shall bill extra hours worked including all the benefits included on the applicable Prevailing Wage schedule.

2. Contractor shall bill (0.4697) X (all raw hourly labor costs without taxes) to cover additional supervision, training, payroll taxes, insurance, supplies, expendables, etc.

3. Alternately, Contractor and City may negotiate and agree in writing, a flat fee or piece rate quote for special services above and beyond the scope. When a flat fee quote is mutually agreed by both the Contractor and the City, prevailing wages will be paid and documented to the Prevailing Wage office, however the invoice will only reflect the flat fee without any additional labor hours, expenses, or management fee.

II. Typical “floor tech” or “Custodian II” position work, including any employee performing specialized cleaning duties requiring technical training and the use of heavy and technical equipment, i.e., heavy machine operators floor strippers and waxers, carpet shampooers, spray buffing, re-lamping, mopping behind machines, high ladder work, chemical stripping and finishing of stainless steel. Also includes pressure washing, upholstery cleaning, carpet cleaning, flood restoration, emergency disinfecting after a virus or flu outbreak, etc.

1. When preapproved by the City, Contractor shall bill extra hours worked including all the benefits included on the applicable Prevailing Wage schedule. City and Contractor shall agree to one of the following billing structures as part of the preapproval process:

a. Contractor shall bill (0.4697) X (all raw hourly labor costs without taxes) to cover additional supervision, training, payroll taxes, insurance, supplies, expendables, etc.

- b. Contractor may opt to quote a reduced management fee of (0.4152) X (all raw hourly labor costs without taxes) to cover additional supervision, training, payroll taxes, insurance, plus the reimbursement of the competitive market price of the incurred expenses, such as chemicals, floor finish, applicators, stripping pads, stripper, gasoline for equipment, rental of specialty equipment, including a fair and reasonable maintenance and depreciation rate for all specialty equipment owned by the Contractor that is not normally assigned to the specific site.

2. Alternately, Contractor and City may negotiate and agree in writing, a flat fee or piece rate quote for special services above and beyond the scope. When a flat fee quote is mutually agreed by both the Contractor and the City, prevailing wages will be paid and documented to the Prevailing Wage office, however the invoice will only reflect the flat fee without any additional labor hours, expenses, or management fee.

These services may include, but are not limited to, the following:

- Floor stripping, sealing and waxing
- Carpet cleaning
- Upholstery cleaning
- Cleaning window blinds
- Cleaning of overhead light fixtures
- Cleaning and maintaining building exteriors, grounds, parking lots or parking garages
- Cleaning needed due to remodeling or relocation; cleaning of vacant spaces or service areas
- Cleaning needed due to water leakage, storm damage, or other emergencies
- Emergency decontamination of holding cells that occur outside of scheduled work hours
- Interior and exterior window cleaning (Note: Prevailing Wage Window Cleaning rate may apply)
- Cleaning during or after events that occur outside of scheduled work hours
- Cleaning swimming pool areas

A.2.a.11 **Required meetings**

Prior to the commencement of service, the Contractor must attend a minimum of two (2) meetings with the City Contract Administrator, Operations Supervisors and/or Facility Supervisors. The purpose of these meeting will be to establish a mutual understanding of expectations regarding:

- Work schedules, timekeeping, and record keeping
- Supply ordering and responsibilities, storage space, use of City-owned machinery
- Security procedures, badges, keys, parking

The Contractor will also be expected to meet regularly with City Facility Supervisors throughout the term of the contract. A meeting schedule will be established upon commencement of service. This schedule may vary from agency to agency and may require multiple meetings.

A.2.a.12 **Holidays:**

Holidays and/or City close of business days observed by the building occupant and not requiring daily cleaning are the following:

- Jan. 1, New Year's Day
- Martin Luther King Jr. Day or 3rd Monday in January,
- President's Day (third Monday in February),
- Caesar Chavez Day (last Monday in March),
- 4th of July,
- Labor Day,
- Veteran's Day (11th of November),
- Thanksgiving Day,
- Christmas Day
- Designated City close of business days as defined in advance by the City

Some City holidays, such as Cesar Chavez Day are not observed by State agencies in City buildings such as the City & County Building and the Lindsey Flanigan Courthouse; minimal services will need to be provided on these days. For the Lindsey Flanigan Courthouse, this includes reducing day porter services from 3 day porters to 1 day porter. For the City & County Building, this requires only the services of the day porter.

A.2.a.13 **Holidays – Parks and Recreation**

The following is the Holiday schedule for Parks and Recreation:

Regional Centers (includes Scheitler, Athmar, Montbello, Montclair, Central, Rude, and Wash Park) are OPEN until 4pm on:

- MLK Jr. Day
- Presidents' Day
- Cesar Chavez Day
- Labor Day
- Veterans' Day

All centers (including Regionals) are closed:

- New Years Day
- Memorial Day
- Easter Day
- 4th of July

- Thanksgiving
- Christmas

All centers close early (at 4pm) on:

- Christmas Eve
- New Years Eve

All centers close annually for maintenance for a week. During this week, many centers may have janitorial staff perform other duties besides regular cleaning duties.

The intent is that each Recreation Center be cleaned prior to opening after a holiday. For instance, if a center receives cleaning on Tuesday and Thursday, but the 4th of July falls on Thursday, the Contractor must adjust service to provide a Wednesday evening service, so that when the center opens on Friday, it will be clean.

A.3 SERVICE QUALITY STANDARDS:

Whenever used, the following Service Quality Standards shall apply.

1. **Clean:** shall be construed to mean that no film, odors, stains, dust, lint or spots can be detected on floors, walls, partitions, ledges, trim, doors, moldings, or fixtures within the area to be cleaned.
2. **Damp Mopping:** shall be defined as the use of a cotton or similar yarn type mop which has been mechanically wrung/squeezed to remove excess solution for the purpose of removing light soil, dirt, liquid or other foreign material from a floor which does not require the complete mopping of the area or the area is not soiled sufficiently to require wet mopping. When properly completed, damp mopping will achieve the same quality standard as wet mopping.
3. **Wet Mopping:** shall be defined as the removal of built-up dirt, soil, liquids, or other foreign materials from a floor using a cotton or similar yarn type mop and sufficient neutral disinfecting detergent and water solution. This will include rinsing if required or recommended by the detergent manufacturer. When properly completed, a wet mopped floor will be free of all dirt, debris, soil, liquids or other foreign material. It will present a uniform appearance free from streaks, smudges, heel marks or any other marks that can be reasonably removed through this cleaning method. All splash marks/spots on walls and furniture/fixtures must be removed for the proper completion of the wet mopping task. All items moved to accomplish this task shall be returned to their original position.

* Depending upon the conditions, it is up to the Contractor to determine if conditions require damp mopping or wet mopping. Adverse conditions, such as rain or snow, may require more thorough cleaning.

4. **Disinfecting/Sanitizing:** shall be defined as the removal or neutralization of material containing or supporting the growth of bacterial/viral organisms, capable of causing

infection to humans if untreated, through the application of a disinfectant or sanitizer solution by either manual or mechanical methods.

5. **Dispenser Service:** shall be defined as the checking and refilling of all towel, toilet tissue, soap, or any other dispensers that may be identified by the City. When properly serviced, dispensers will have a full (one) day supply of product, or be completely full. At no time will additional supplies be left for employees/visitors to install in the dispensers, although if requested by the City facility supervisors, remnant rolls that otherwise would have been discarded may be left on countertops or on tops of toilets
6. **Dusting:** shall be defined as the removal of laden airborne dirt, soil, lint, or other foreign material from furniture, fixtures, ledges, shelves, frames, walls, and any other items that may accumulate airborne particles. Normal or low dusting is all levels up to and including six (6) feet in height. All high dusting will be all levels above six (6) feet in height. When properly dusted the item will be free of any laden airborne materials, streaks and smudges. Laden airborne material will be removed by either mechanical, chemical or manual means except that devices which merely displace or redistribute the matter, such as feather dusters, will not be used, unless treated to attract and hold matter. All items moved to accomplish this task will be returned to their original position.
7. **Glass:** glass is clean when all accessible glass surfaces are without dirt, smudges, streaks, film, deposits and stains and has a uniformly bright appearance and adjacent surfaces have been wiped clean. Spot cleaning glass shall fall under Custodian I prevailing wage classification. Complete cleaning of glass with a squeegee and bucket shall fall under Window Washing prevailing wage classification. Contractor is not required to do any work that would fall under Window Washing prevailing wage unless specifically approved by a Facility Manager as a special project request.
8. **Machine scrubbing:** shall be defined as the use of a mechanized scrubbing/vacuum machine to accomplish the same result as wet mopping for large areas such as halls, lobbies, auditoriums or similar large areas which would otherwise require extensive labor requirements to complete in a reasonable time period. When properly completed, machine scrubbing will be held to the same quality standard as wet mopping.
9. **Metal Cleaning/Polishing:** shall be defined as the removal of all dirt, soil, fingerprints, smudges, streaks, watermarks, scale and other foreign material from metal surfaces and fixtures. When properly cleaned/polished with a non-abrasive cleaner/polish, the metal surface will present a clean uniform appearance free of all dirt, soil, smudges, streaks, scale, etc.
10. **Sealing:** shall be defined as the application of an approved floor sealer prior to the application of the final floor finish according to industry standards and manufacturer recommendations. Application may be by either manual or mechanized methods. When properly sealed in compliance with the manufacturer's recommendation, the floor shall present a uniform appearance with all evidence of splashing on baseboards and furniture/fixtures completely removed.

11. **Shampooing:** shall be defined as the application of an approved cleaning agent to a carpeted floor or cloth material or covering for the purpose of removing embedded soil, dirt, stains, or other foreign materials. Application may be by manual or mechanized methods. When properly shampooed the item will be free of any foreign material such as dirt, soil and stains. The item will be free of any cleaning residue and shall present a clean and uniform appearance.
12. **Spot Cleaning:** shall be defined as the removal of dirt, soil, debris, liquids, stains or other foreign materials from floors, walls, fixtures, partitions, or other areas which can be accomplished by cleaning only the immediately affected area where the requirement of cleaning the whole area would not be necessary. When properly completed, spot cleaning will remove completely any evidence of the soiling which necessitated the cleaning, and return the finish of the item/area affected to its pre-soiled condition without evidence of occurrence or cleaning.
13. **Stripping:** shall be defined as the complete (as is practicable) removal of the wax/finish applied to a non-carpeted floor. Stripping may be accomplished by either manual or mechanized application of an approved stripping agent. When properly accomplished a stripped floor shall be completely free of all dirt, stains, deposits, wax, finish, water and cleaning solution, and shall be ready for the re-application of sealer and floor finish. All splash evidence on baseboards and furniture/fixtures shall be removed. Removal will be considered complete when 95% of the finish has been removed.
14. **Sweeping:** shall be defined as the removal of loose dirt, dust, debris and other foreign material through either manual or mechanized methods, as appropriate for the location and situation. When properly completed, the swept area will be free of all loose dirt, dust, debris or other foreign material with no build up in corners, crevices, under or around furniture parts. All items moved to remove dirt will be returned to their original location.
15. **Trash/Waste Removal:** shall be defined as the collection and disposal of all materials, which have been placed into appropriate containers dedicated for disposal. When properly removed the waste receptacles will be free of all wastes and disposed materials. When any liner is used in a waste receptacle it shall be replaced if there is any evidence of soiling, tearing or other damage or contamination. When any receptacle has been used for disposal of liquid or wet wastes the liner shall be replaced regardless of its age or appearance. If the liner leaked or otherwise allowed wastes to contact the receptacle, the receptacle will be cleaned and disinfected.
16. **Waxing/Finishing:** shall be defined as the application of an approved non-slip gloss finish to hard surfaced floors such as vinyl, rubber, cork, linoleum, terrazzo, wood or tile. Application may be either manual or mechanized methods. This includes buffing the finish. When applied according to the manufacturer's recommendations the finish will present an even, high gloss shine. All evidence of splashing will be removed from baseboards and furniture/fixtures. There will be no evidence of buildup or discoloring.

After stripping, sealing and waxing have been completed all items moved will be returned to their original positions.

17. **Vacuuming:** shall be defined as the mechanical removal of loose dust, dirt, soil, debris and other foreign material from carpeted floors and other items (i.e. couches, chairs, walls, curtains/drapes) which lend themselves to this method of cleaning. When properly vacuumed there shall be no evidence of any dust or dirt or any other loose foreign material. All items moved during this process will be returned to their original positions. A satisfactorily vacuumed carpet or floor shall be free of all dirt, staples, dust, grit and lint. All spots or stains shall be promptly removed by spot cleaning methods. Carpeted areas will be thoroughly vacuumed with a machine that has adequate suction to lift the dirt and residue from the base of the rug nap (5.0 amps or greater). All spots will be removed immediately with an approved rug cleaning solution in such a manner as to not leave rings or discoloration. Carpet shampooing solution should be used that will not stain or discolor the carpet, nor produce shrinking and must be environmentally safe and non-toxic.

A.4 CLEANING EXPECTATIONS:

General guidelines for the performance of various cleaning tasks follow. At the discretion of the Contract Administrator, Facilities Management Facilities Superintendents, or Parks and Recreation Facility Supervisors, cleaning expectations may vary at individual facilities. **The Contractor shall refer to Exhibit C – Facility Locations and Requirements spreadsheet for a complete list of cleaning expectations for each facility, including the frequency of tasks that may be defined in this section.**

It should be understood that even if a service is not required every day, the service should be performed if necessary. For instance, if entrance mats are to be vacuumed twice per week, but become very dirty in between, they should be cleaned immediately, rather than wait for the scheduled day for cleaning. This provision is intended to encourage Contractor's employees to make common sense cleaning decisions during their normal cleaning shift within the intended spirit of the scope, not to require Contractor to perform services above and beyond the scope on a perpetual basis that would otherwise justify additional labor hours or compensation.

A.4.a Restroom Cleaning

Sweep the floor, including corners and behind toilets. Clean the interiors and exteriors of toilets and urinals using a disinfectant cleaner. Do not neglect the undersides of toilets, urinals, or toilet seats. Clean walls and partitions near toilets and urinals. In some facilities, urinal cakes will need to be replaced. Clean sinks and countertops with a disinfectant cleaner. Clean mirrors with a glass cleaner. Clean metal, fixtures, walls, doors, and partitions as needed. Clean diaper changing stations (if present) with a disinfectant cleaner. Restock toilet tissue, paper towels, and hand soap dispensers. Remove all trash, including the contents of feminine hygiene disposal containers, and change liners. Mop the floor, including corners and edges.

The tops of partitions and other horizontal surfaces should be dusted at least twice a week. Use pumice to remove stains from the bowls of toilets and urinals.

Walls and partitions should be thoroughly cleaned, and floors should be machine scrubbed, at least twice a year. High traffic restrooms may require deep cleaning more frequently.

At some facilities, employees may be required to replace the batteries in paper towel dispensers and to restock feminine hygiene product vending machines.

Some restrooms contain waterless urinals. Employees will receive training on the manufacturer's recommended maintenance procedures. Normally the City provides the cleaning chemicals for this.

Graffiti removal may be required at some facilities. The Contractor is expected to provide typical aerosol or liquid graffiti paint remover and reasonable effort to remove typical surface graffiti. Sandblasting, pressure washing, painting, grinding replacing damaged components, and replacing protective films, shall be outside of the Scope. Graffiti is a damaging act of vandalism, and the removal of it is by definition may be damaging. Contractor shall not be held liable for damage to surfaces they are asked to clean with graffiti removing chemicals or tools.

A.4.b Policing Restrooms (Day Porters)

Sweep the floor and mop if needed. Clean and disinfect all obviously soiled toilets, urinals, sinks, countertops, walls, partitions, and fixtures. Restock toilet tissue, paper towel, and hand soap dispensers as needed. Collect trash and change liners.

A.4.c Locker Room Cleaning

Many locker rooms contain restroom fixtures. See the "Restroom Cleaning" section above.

Clean and disinfect shower stalls using a product that controls mildew. Grout lines must be cleaned. Do not neglect floor drains, metal fixtures, soap dishes or other fixtures.

Vacuum carpeted floors and mats. Move mats in order to clean under them. Sweep and mop (with a disinfectant cleaner) hard surface floors. Some hard surface floors may need to be machine scrubbed regularly.

Dust the tops of lockers and other horizontal surfaces. Clean mirrors. Spot clean walls, doors, lockers, other metal and chrome, benches, and chairs as needed. Clean the interiors of unused lockers. Clean and disinfect drinking fountains, including cleaning stainless steel. Collect trash and change liners as needed.

A.4.d **Gymnasiums, Exercise, and Wellness Areas**

Wood gymnasium floors should be swept with a wide dust mop and mopped as needed. Do not machine scrub wood floors. Rubber flooring and other hard surface floors can be machine scrubbed. Vacuum carpeted floors and mats.

Remove debris from bleachers and other seating areas and spot clean with an all surface cleaner.

Clean, disinfect and wipe down cardiovascular equipment, weight training equipment, and other exercise equipment with a wet cloth. Be sure to clean under all equipment. Wipe down benches.

Clean and disinfect drinking fountains, including cleaning stainless steel. Dust horizontal surfaces. Collect trash. Spot clean walls, doors, and furniture as needed.

A.4.e **Office Cleaning**

Collect trash, changing liners as needed. Collect recyclables. The frequency of trash and recycling collection varies among buildings. Even if collection is not scheduled daily, trash and recycling containers should be emptied if they are overflowing or if they are emitting an unpleasant odor.

Clean the interiors and exteriors of waste receptacles when needed. Contractor may install can liners in recycle bins that are often soiled by food or other wet waste to reduce labor hours associated with cleaning wet waste out of bins. Office staff should indicate whether or not large objects left near wastebaskets should be considered trash. If uncertain, do not remove these items. Transport trash and recycling to collection area or dumpster. Individual buildings will differ in the method of removal of recycling material from the building.

Compost: A few City facilities have begun implementing composting programs. In the Webb building, compost is currently collected in the restrooms on the 4th floor (paper towels only) and in the 4th floor lunchroom (all compostables). Over the next year or so, the Webb building intends to expand compost collection to all bathrooms (paper towels) and all break rooms (all compostables).

Dust horizontal surfaces at least once a week, including the tops of cubicle partitions. Take care not to disturb papers or other items left on desktops. Use an extension duster for high dusting, including dusting window blinds and air vent grills, monthly.

Using an all surface cleaner and a rag, spot clean desktops as needed. Take care not to disturb papers or other items left on desks. Desks that are heavily covered with papers or items may be skipped. Furniture polish may be used on wood desks and conference room tables. Clean and disinfect telephones handsets weekly.

Clean white boards in public meeting rooms on 4th floor of the Webb building.

Spot clean office furniture as needed. Spot clean fronts of copiers and large format printers, but not the buttons, trays, lids, keys, glass, touchscreens, etc. Spot clean walls, doors, interior glass, window sills, light switches, and other fixtures as needed.

Vacuum carpeted floors, moving chairs in order to vacuum under desks. Use a crevice tool to vacuum edges and corners at least once a month. Take care not to vacuum paper clips or large objects that are likely to clog the machine. Sweep and mop hard surface floors.

A.4.f Courtroom Cleaning

Cleaning expectations are generally similar to those for office cleaning (above). There is, however, a greater need not to disturb papers and other items left inside courtrooms. Some items may be trial evidence.

Jury deliberation rooms are usually adjacent to courtrooms. In some rare instances, custodial employees may not be allowed inside jury rooms at any point during deliberations. More frequently, employees will be able to enter jury rooms in order to clean restrooms and collect trash. Papers and other items left on the jury deliberation table must not be disturbed in any way.

A.4.g Kitchens and Break Rooms

Collect trash. Sweep and mop the floor, being sure to sweep under tables and chairs. Vacuum carpeted floors and/or mats. Clean sinks, countertops, and tabletops. Restock paper towel dispenser as needed. Spot clean appliances, chairs, and walls as needed. Walls near waste receptacles may require frequent cleaning.

At some facilities, employees will be expected to clean the interiors of microwave ovens and the interiors of refrigerators. Refrigerator cleaning is usually scheduled monthly. Signs should be posted before refrigerator cleaning occurs so that staff may remove or discard food items.

A.4.h Lobbies, Entrances, Hallways, and Stairways

Vacuum floor mats. Move mats to clean under them. Sweep the edges and corners of hard surfaced floors, being sure to sweep under benches or other furniture. Use an appropriately sized dust mop to sweep the remainder of the floor. Mop or machine scrub the floor, depending on the size of the lobby or hallway area and the availability of equipment. Vacuum carpeted floors.

Entrances will require greater attention during inclement weather. Every effort must be made to keep floors dry and wet floor signs should be posted. Tracking of ice melt should be minimized.

Mop spills as soon as possible upon notification. Place wet floor signs.

Entrance glass should be spot cleaned daily. At some facilities, more thorough glass cleaning may be included in the scope.

If there is an information desk or reception counter, horizontal and vertical surfaces should be dusted and cleaned daily. Clean the floor and mats near security stations without interfering with security procedures.

Collect trash from all lobby and hallway waste containers. Clean the interiors and exteriors of waste containers as needed. Spot clean walls, doors, benches and other furniture as needed. Dust and spot clean vending machines, public telephones, and other fixtures as needed. Clean, polish and disinfect drinking fountains daily.

Sweep stairways, including landings, with a broom or wedge mop. Mop the stairs as frequently as usage or weather conditions dictate. Clean hand rails regularly, at least once a week.

A.4.i Elevators

Clean elevator doors and interior surfaces using a cleaning product that is appropriate to the type of surface (stainless steel, wood paneling, etc.) Do not use oil based cleaning products. Spray the cleaning product onto a rag and then wipe the surface, rather than spraying the cleaner directly onto the surface. Sweep and mop the floor of the elevator cab.

Clean elevator tracks at least once a month. A vacuum with a crevice attachment will remove most gravel and other debris. A scrub brush or scrubbing pad will remove remaining grime.

A.4.j Service Areas and Custodial Closets

Service areas that are out of public view generally require less frequent cleaning than do lobbies or office areas. Service hallways and passageways must, however, be kept free of clutter and debris that would obstruct foot traffic.

At some facilities, the scope of work may include loading docks, utility rooms, or shop areas.

At most facilities, trash and recycling will be transported to a dumpster, compactor, or other collection area. These areas must be kept clean in order to deter pests and minimize odors.

Custodial closets and storage areas reflect the cleaning standards of the employees who use them. It is expected that they be clean and orderly at all times.

A.4.k Building Exteriors and Grounds (Day Porters)

Collect trash from outside waste containers and ashtrays. Spot sweep sidewalks, plazas, and (City owned) parking lots to remove cigarette butts and other debris. It may also be

necessary to remove debris from lawns or other unpaved areas. Parking garages may be included in the scope of work at some facilities.

Clean tables and chairs located in outdoor seating areas, if any.

The Scope of Work does not include the maintenance of plants, landscaping, snow removal, or exterior window cleaning other than easily accessible entrance glass.

A.4.1 Floor Polishing, Stripping, and Waxing

These services may be included in the scope of work at some facilities. If included in the scope of the work, the wages shall be paid and labor hours invoiced as part of hourly labor NTE and the chemicals and supervision shall be part of the MMF.. If these services are not included in the scope of work, the contractor may list them as additional charges, billed as specified in Section A.2.a.10.

The following expectations would apply to most tile and terrazzo floors. Individual facility managers should be consulted if there is flooring that requires special maintenance procedures.

Polish floors using a high speed burnishing machine. The preferred method, when time allows, is to make a first pass using a natural hair floor pad. Then use a pink floor pad for a second pass, and a white pad for a third pass. Burnish with a white pad only when time is limited. A spray buff product may be used.

Before stripping a floor, move furniture in order to clear as much floor space as possible and then sweep the floor. Remove all old wax from corners and edges using a “doodlebug” tool or, if necessary, a razor tool. Wet the remainder of the floor with properly diluted stripper solution and let sit for a few minutes. Remove wax using a low speed buffing machine and a black floor pad. Make as many passes as needed to remove all old wax. To avoid white residue, do not allow the stripper solution to dry. Ideally, one employee will run the buffer and another employee will follow closely behind, using a wet vacuum to remove liquid solution from areas already stripped. In confined areas, it may be necessary to mop up the solution rather than use a wet vacuum.

Any stripper solution splatter must be promptly removed from walls, baseboards, and furniture. If the floor is adjacent to carpeted floor, use plastic to protect the carpet prior to stripping the floor.

Rinse the floor with clear water after all old finish has been removed. After the floor dries, it will be ready for a first coat of finish. (Products that combine sealer and finish are increasingly common. If the finish does not contain sealer, it may be necessary to apply a coat of sealer before applying any finish.) Use a mop head that is specifically designed for applying finish. Only the first coat of finish should be laid down to abut baseboards, corners, or walls. Allow the first coat of finish to completely dry before applying a second coat. Lay down the second and third coats of finish so that dry patches that were missed when applying

earlier coats are completely filled in. Three coats are usually sufficient. When work is completed, the floor should have a smooth, uniform appearance without streaks.

A.4.m Carpet and Upholstery Cleaning

Vacuum the carpet before shampooing. Move or protect furniture and other objects on the floor before shampooing. Pre-spray stained areas with a carpet spotting product and let set for a few minutes. Dab the stained area with a rag in order to remove as much of the stain as possible.

No bonnet cleaning of carpets is allowed at Denver Wastewater Management facilities. At other facilities, carpets that are not badly stained may be bonnet cleaned with a low speed buffer. Any resulting splatter must be promptly removed from walls, baseboards, and furniture.

The water extraction method of carpet cleaning is generally preferred. When possible, use machinery that both applies cleaning solution and vacuums up the dirty solution. After solution has been applied, make several passes with the vacuum in order to dry the carpet.

The water extraction method should also be used to clean chairs and other upholstery.

A.5 LOCATIONS:

A.5.a Facilities Management Buildings:

1. Wellington E. Webb Municipal Office Building, 201 West Colfax Avenue
2. City and County Building, 1437 Bannock Street
3. Lindsey-Flanigan Courthouse, 520 West Colfax Avenue
4. Van Cise-Simonet Detention Center, 490 West Colfax
5. Minoru Yasui Building, 303 West Colfax Avenue
6. Roslyn Complex, seven buildings, 5440 Roslyn Street
7. Former Permit Building, 200 West 14th Avenue
8. Arie P. Taylor Building, 4685 Peoria Street
9. Denver Municipal Animal Shelter, 1241 West Bayaud Avenue
10. Police Academy, 2155 North Akron Way
11. Police Traffic Operations / Firing Range, 3375, 3381 and 3421 Park Avenue
12. Elbra M. Wedgeworth Municipal Building (Five Points DMV), 2855 Tremont Place
13. 911 Communications Center, 950 Josephine Street
14. Police Electronic Engineering Bureau, 1930 35th Street
15. DOIT (Department of Information Technology), 10 Galapago Street
16. Fire Headquarters, 745 West Colfax Avenue
17. Fire Line Shop, 4640 Lipan Street
18. Arson Unit, 280 14th Street
19. Cherry Creek Transfer Station, 7301 East Jewell Avenue
20. Osage Transfer Station, 2013 South Osage Street
21. Denver Police District #4, 2100 South Clay Street
22. Denver Police District #5, 4685 Peoria Street
23. Denver Police District #6, 1566 Washington Street

A.5.b Parks and Recreation Buildings:

1. Central Park Recreation Center, 9651 East Martin Luther King Boulevard
2. Montclair Recreation Center, 729 Ulster Street
3. Athmar Recreation Center, 2680 West Mexico Avenue
4. 20th Street Recreation Center, 1011 20th Street
5. Eisenhower Recreation Center, 4300 East Dartmouth Avenue
6. Montbello Recreation Center, 15555 East 53rd Avenue
7. Harvard Gulch Recreation Center, 550 East Iliff Avenue
8. Scheitler Recreation Center, 5031 West 46th Avenue
9. Washington Park Recreation Center, 701 South Franklin Street
10. Highland Senior Center, 2880 Osceola Street
11. Rude Recreation Center, 2855 West Holden Place
12. Platt Park Recreation Center, 1500 South Grant Street
13. Parks Facilities – Jason, 4495 Jason Street
14. Molkeny Hall (Montclair Civic Building), 6820 East 12th Avenue
15. Parks Headquarters – Huron, 945 South Huron Street
16. Fleming Mansion, 1510 South Grant Street
17. Mountain Parks Headquarters, 300 Union Avenue, Morrison CO
18. Globeville Recreation Center, 4496 Grant Street
19. MLK, Jr. Recreation Center – 3880 North Newport Street
20. St. Charles Recreation Center – 3777 S. Lafayette Street
21. Swansea Recreation Center – 2650 E. 49th Avenue

A.5.c Denver Human Services Buildings:

1. DHS Eastside, 3815 Steele Street

A.5.d Denver Wastewater Management Buildings:

1. Denver Wastewater Management Building, 2000 West 3rd Avenue
2. Fleet Maintenance Facility and Fueling Station, 1271 West Bayaud Avenue
3. Office Warehouse Building, 2000 West 3rd Avenue

A.6 SUSTAINABILITY:

Cleaning methods emphasize the removal of indoor pollutants and maintaining a safe and healthy environment while minimizing the amount of cleaning/janitorial product used and the amount of waste that is created. Products include general purpose cleaners, bathroom cleaners, glass cleaners, carpet cleaners, disinfectants, floor care products, hand soaps, paper supplies for cleaning and paper supplies for bathrooms. The Contractor shall institute a cleaning program that adheres to the requirements set forth by the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Operations and Maintenance program. The City and Contractor acknowledge certain cleaning tasks may require chemicals or procedures that are not per LEED standards, but are required to meet the needs of the City. The LEED certification programs acknowledge that some traditional procedures and chemicals will be required even in the best intended LEED qualifying cleaning program. As an example, to properly disinfect a holding cell, or locker-room floor, certain strong disinfectants may be required, that are outside of the approved LEED chemicals. Contractor and City shall work together for the mutual goal of LEED certification and utilizing LEED qualifying cleaning procedures whenever possible.

The Contractor shall use products, whenever possible, that comply with the standards required by LEED EB: O&M for the following areas:

A.6.a.1 Cleaning Products

Cleaning products shall, whenever possible, meet at least one of the following standards for the appropriate category:

1. Green Seal GS-37 for general purpose, bathroom, glass, and carpet cleaners used for industrial and institutional purposes
2. Environmental Choice CCD-110 for cleaning and degreasing compounds
3. Environmental Choice CCD-146 for hard surfaces
4. Environmental Choice CCD-148 for carpet and upholstery care
5. Green Seal GS-40 for industrial and institutional floor care products
6. EPA Design for the Environment Program's Standard for Safer Cleaning Products; and/or
7. Cleaning devices that use only ionized water or electrolyzed water and have third-party-verified performance data equivalent to the other standards mentioned above (if the device is marketed for antimicrobial cleaning, performance data must demonstrate antimicrobial performance comparable to EPA Office of Pollution Prevention and Toxics and Design for the Environment requirements, as appropriate for use patterns and marketing claims).
8. Environmental Choice CCD-147 for hard floor care
9. Or latest standards of above as they apply

Disinfectants, metal polish, floor finishes, strippers, or other products not addressed by the above standards shall meet, whenever possible, at least one of the following standards for the appropriate category:

1. Environmental Choice CCD-112 for digestion additives for cleaning and odor control
2. Environmental Choice CCD-113 for drain or grease traps additives
3. Environmental Choice CCD-115 for odor control additives
4. Green Seal GS-52/53 for specialty cleaning products
5. California Code of Regulations maximum allowable VOC levels for the specific product category
6. EPA Design for the Environment Program's standard for safer cleaning products and/or
7. Cleaning devices that use only ionized water or electrolyzed water and have third-party-verified performance data equivalent to the other standards mentioned above (if the device is marketed for antimicrobial cleaning, performance data must demonstrate antimicrobial performance comparable to EPA Office of Pollution Prevention and Toxics and Design for the Environment requirements, as appropriate for use patterns and marketing claims).
8. Or the latest standards of above as they apply

A.6.a.2 **Logs and Information (MSDS Sheets)**

The Contractor must supply and keep the required logs and information as required to conform to the standards outlined in LEED EB: O+M. A log shall be kept that details all housekeeping chemicals purchased, used or stored on the premises (stored products include those that are no longer used, but still in the building). Attachments to or internet links within the log shall include manufacturer's Material Safety Data Sheets and Technical Bulletins for each product. Green Seal is a nationally recognized standard, the log shall identify:

- An MSDS and/or label from the manufacturer specifying that the product meets the VOC content level for the appropriate product category as found in the California Code of Regulations.
- A copy of the Green Seal Certification, or
- If the product has not been certified by Green Seal, the manufacturer will provide test data documenting that the product meets each of the environmental health & safety criteria set forth above.

The Contractor shall provide documentation that each product purchased and used under this contract conform to the standards listed above.

When available, chemical concentrates dispensed from closed dilution systems must be used as alternatives to open dilution systems or non-concentrated products.

Resilient tile and hard flooring coating systems, including floor finishes and restoration products shall be used in accordance with Green Seal GS-40 standard and shall be highly durable in order to maintain an acceptable level of protection and gloss for a minimum of one (1) year before stripping/removal and recoating is necessary.

The Webb Administration Building is certified LEED EB Gold. The Wastewater Building is seeking LEED Silver certification. Any new construction must be LEED Gold.

During the life of the contract the City may choose to pursue certifications for additional buildings and would expect the Contractor to work closely with the City to help achieve and/or maintain these certifications. The following requirements apply:

A floor maintenance plan and log shall be kept which details the number of coats of floor finish being applied as the base coat and top coats, along with relevant maintenance/restoration practices and the dates of these activities. The duration between stripping and recoat cycles shall be documented.

A log shall be kept for all powered housekeeping equipment. The log should identify the date of purchase and all repair and maintenance activities. Equipment shall meet these requirements:

- Vacuum cleaners certified by the Carpet and Rug Institute "Green Label" Testing Program for vacuum cleaners and operate at a sound level below 70dBA or less in accordance with ISO 11201

- Carpet extraction equipment used for restorative deep cleaning certified by the Carpet and Rug Institute's "Seal of Approval" Testing Program for deep-cleaning extractors
- Powered floor maintenance equipment, including electric and battery-powered floor buffers and burnishers, equipped with vacuums, guards, and/or other devices for capturing fine particulates and operates at a sound level less than 70dBA
- Propane-powered floor equipment has high-efficiency, low-emissions engines with catalytic converters and mufflers that meet the California Air Resources Board or Environmental Protection Agency standards for the specific engine size and operate at a sound level less than 90dBA or less, in accordance with ISO 11201
- Automated scrubbing machines are equipped with variable speed feed pumps and on-board chemical metering to optimize the use of cleaning fluids OR scrubbing machines that use only tap water with no added cleaning products
- Battery-powered equipment is equipped with environmentally preferable gel absorbent glass mat, or lithium-ion batteries
- Powered equipment is ergonomically designed to minimize vibration, noise, and user fatigue
- Equipment is designed with safeguards such as rollers or rubber bumpers to reduce potential damage to building surfaces

The Contractor shall adhere to the proper disposal methods for all housekeeping wastes, including floor care stripping wastes as per local regulatory requirements.

The Contractor's personnel shall be properly trained in the use, maintenance and disposal of housekeeping chemicals, dispensing equipment, and packaging. Training for each manager and subsequent staff shall occur on a routine/scheduled basis.

Low environmental impact janitorial equipment includes the use of durable carpet care equipment, such as upright, backpack and wide area vacuums equipped with power heads meeting or exceeding the Carpet and Rug Institute "Green Label" and capable of capturing 96% of particulates 0.3 microns in size.

Carpet extraction equipment shall be capable of removing sufficient moisture such that carpets can dry in less than 24 hours. Carpet care equipment shall be electric or battery powered and shall have a maximum sound level less than 70dBA.

Wherever possible, a carpet extraction method that reduces chemical use will be used.

A log shall be kept that details the relevant maintenance/restoration practices and the dates of these activities. The duration between extraction cycles shall be documented.

A log shall be maintained that lists all carpet care equipment including vacuums (e.g. upright, backpack, wide area and wet/dry) and equipment used for maintaining resilient and hard floors (e.g. buffers, burnishers, and auto-scrubbers). Documentation is kept on each piece of equipment identifying performance capabilities.

The Contractor must provide and maintain one (1) MSDS binder each for the building supervisor and one set that is readily accessible for contractor employees. All spray bottles must be properly labeled or they may be confiscated by building management.

Some buildings may require HAZMAT and Blood-borne Pathogen certification. HAZMAT and Blood-borne Pathogen Training must be conducted and sign-in sheets must be provided to the building management office. All new employees are to have this training prior to reporting for duty and training should continue on an annual basis.

An annual report for all cleaning and sanitary products used/purchased will be provided to the City.

The Contractors must notify the contract administrator when substituting cleaning or sanitary products.

The Contractor shall develop a standard operating procedure that addresses general cleaning, and hard floor and carpet maintenance and how the procedures will be consistently implemented, managed, and audited. Include also strategies that ensure that vulnerable building occupants are protected.

A.7 QUALITY CONTROL PLAN/VENDOR MANAGEMENT

Contractor shall take a proactive stance in quality control.

The three primary evaluation criteria are:

- 1) Has the Contractor trained and managed crews and established systems that efficiently use the budgeted “Not To Exceed” labor hours billed to the City?
- 2) Is the current Scope and Not to Exceed labor hours satisfying the cleaning needs of the building occupants, and if not, what changes should be made to the Scope? Will those changes have budgetary ramifications, or can they be done by prioritizing resources and schedules under the existing scope?
- 3) What areas of cleaning are inspected to be sub-par, and has the scope and industry standard cleaning techniques been followed in those areas, and what can be done to bring cleaning up to par?

Quality control site inspections shall be performed by multiple Contractor employees including those assigned the roles of quality control inspectors, supervisors, managers, chief executives, and front line working supervisors. Each set of eyes may see the same building differently.

Inspections should occur during cleaning shifts, and before or after shifts, to understand and document the cleaning process and cleaning results. Care shall be made to insure that all sites

receive attention, not just sites with a “squeaky wheel”. Some inspections shall be random and unannounced, while others shall be planned.

Contractor shall document quality inspection results and provide documentation to the City when requested. Quality shall be scored on a numeric scale by facility and by area of operation with a narrative and overall synopsis. Formal inspections shall be retained indefinitely in a computerized database.

Contractor shall tour facilities with City representatives, when requested by the City, to review quality metrics or perform a mutual quality inspection walkthrough. These tours may be scheduled as a formal inspection with report, or may be informal where the City representative and Contractor’s representative *just walk around the building to see how it looks*.

Contractor’s badged personnel shall also have the right and responsibility to tour facilities without City representatives to ascertain quality defects, improvements, or successes, but these tours shall not interfere with the occupant’s ability to conduct City business.

Ongoing or perpetual defects in cleanliness or quality shall be reviewed and analyzed for the root cause. When employee performance is identified as subpar, the employee shall be disciplined and replaced when necessary, but offered reasonable opportunity for improvement before replaced.

Contractor shall make prudent and justified adjustments to schedules, equipment, chemicals, tools, training, or assignments to address known quality defects. Factors outside the control of the Contractor, such as limited access, cleaning while occupied, surfaces with pre-existing damage or wear, difficult surfaces to clean, budgetary issues that drive the nature of the scope, highly used areas, construction onsite, etc will be identified. Contractor and City may meet from time-to-time to discuss all factors affecting cleaning and brainstorm solutions, including a mutual acknowledgement that there is no one size fits all cleaning program in a diverse range of buildings and certain give-and-take may be necessary to prioritize cleaning concerns within the intended scope.

A.8 AFTER HOURS / EMERGENCY SERVICES:

Prior to contract implementation, Contractor shall identify a single point of contact, including all contact information when the need arises for after hours or emergency cleaning services. The City expects a response within a two-hour window after business hours (M-F, 8-5).

A.9 REPORTING:

The Contractor agrees to provide periodic reporting, not to be less than semi-annually in June and December of each year.

A.10 NONDISPLACEMENT OF QUALIFIED WORKERS:

(a) Consistent with the efficient performance of this contract, the Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The Contractor and its subcontractors shall determine the number of employees necessary for efficient performance of the work. Except as provided in paragraph (b) herein, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation. The Contractor and its subcontractors shall make an express offer of employment to each employee as provided herein and shall state the time within which the employee must accept such offer, but in no case shall the period within which the employee must accept the offer of employment be less than 10 days.

(b) The Contractor shall retain, for a ninety (90) day transition employment period, qualified employees who have exercised their right to accept employment with the Contractor as provided in paragraph (a) of this section. During the ninety (90) day transition employment period, the Contractor shall not discharge without cause an employee retained pursuant to this section. For purposes of this section, the term "cause" shall include, but not be limited to, the employee's conduct while employed under the predecessor contract that may have contributed to any decision to terminate the predecessor contract. At the end of the ninety (90) day transition employment period, the Contractor shall perform a written performance evaluation for each service employee retained pursuant to this section. If the employee's performance during such ninety (90) day period is satisfactory, the Contractor shall offer the employee continued employment under the terms and conditions established by the Contractor or as required by law; provided, however, nothing in this section shall be construed to create any right or entitlement to continued employment by the Contractor for any particular period of time in excess of the ninety (90) day transition employment period.

(c) Notwithstanding the obligation under paragraph (a) above, the Contractor and any subcontractors (1) may employ under this contract any employee who has worked for the Contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (2) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of Section 3.0 of the City's Executive Order No. 136, and (3) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

(d) The Contractor shall or not less than 10 days before completion of this contract, furnish the City contract administrator a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The contract administrator will provide the list to the successor contractor, and the list shall be provided on request to employees or their representatives.

(e) If it is determined that the Contractor or its subcontractors are not in compliance with the requirements of this clause, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in this contract.

(f) In every subcontract entered into in order to perform services under this contract, the Contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract shall also include provisions to ensure that the subcontractor will provide the Contractor with the information about the employees of the subcontractor needed by the Contractor to comply with paragraph (c) above. The Contractor will take such action with respect to any such subcontract as may be directed by the City contract administrator as a means of enforcing such provisions, including the imposition of sanctions for non-compliance; provided, however, that if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the City enter into such litigation to protect the interest of the City.

A.11 SAFETY:

The contractor shall put in place safety measures to reduce the risk or eliminate the risk of injuries in the performance of work. Should any accidents or injuries arise either to a person or property, contractor is to notify the appropriate Facility Supervisor immediately and cooperate fully in any required investigation.

A.12 OSHA GUIDELINES AND COMPLIANCE:

Electrical

All electrical equipment used by the Contractor shall meet all OSHA safety requirements and shall be UL approved. This equipment must operate using existing building circuits. The Contractor shall prevent the operation or attempted operation of electrical equipment or combination of equipment, which require power exceeding the capacity of existing building circuits.

Fires, Spills, and Disposal

The contractor shall comply with the Denver Fire Code, OSHA Standard 29CFR 1910.106, and best management practices accepted in industry and promoted by City municipal agencies in the worksite management and storage of products and equipment under the care of the contractor. The vendor, in conducting any activity on City property, shall comply with all applicable local, state, and federal rules, regulations, statutes, laws, and orders regarding water and air quality, and the storage, use, and disposal of hazardous materials, petroleum products, and other solid wastes.

OSHA Guidelines Hazardous Communications:

The vendor shall comply with the OSHA Standard 29CFR 1910.1200 Hazardous Communications as it pertains to the training, safety, and equipment needed for all employees engaged in custodial service. The vendor shall be responsible for compliance on date of Contract acceptance and shall provide proof to the City upon request.

OSHA Guidelines Blood Pathogens:

The vendor shall comply with the OSHA Standard for Blood-borne Pathogens (29 CFR1910.1030) as it pertains to the training, safety, and equipment needed for all employees engaged in custodial service. The vendor shall be responsible for compliance on date of Contract acceptance and shall provide proof to the City upon request. The custodian is responsible for cleaning bodily fluid spills of a two (2) foot square area, or less. Immediately notify the Facilities Monitor or Contracts Supervisor for any bodily fluid spills larger than two (2) feet square.

A.13 INVOICING:

The Contractor is expected to provide individual invoices for each facility to the appropriate agency on a monthly basis.

Invoice must include, at a minimum, the following:

- 1) City contract control number, task order number or special service order number.
- 2) Invoice number and date.
- 3) Applicable service dates or service period
- 4) Actual labor hours being invoiced
- 5) Monthly Management Fee
- 6) All hours must be entered into LCP tracker prior to invoice submittal. Monthly hours shall be shown on each facility invoice.

Special Services are to be invoiced separately from Monthly services, per occurrence, per facility.

The City may request additional information be added to invoices at any time.

A.14 PRICING:

1. Management fee

Contractor shall charge a flat Monthly Management Fee (MMF) per site, as shown on Exhibit B . This management fee shall cover:

- a) The employer share of Medicare, Social Security, State Unemployment, Federal Unemployment, and Denver Occupational Privilege Taxes.
- b) Property taxes and other non-payroll related taxes.
- c) Management and supervision labor and administrative costs.
- d) Equipment, tools and chemicals per Exhibit D.
- e) Payroll processing.
- f) Workman's compensation.
- g) Liability insurance.
- h) Performance and payment bonds.
- i) Invoicing and accounts receivable including cash flow costs associated with bi-weekly payroll invoiced monthly, including multiple periods paid before payment is received.

- j) Human resources and other typical and ordinary expenses associated with managing payroll.
- k) Professional janitorial consulting, scheduling, and management including:
 - a. Implementing innovative tools and techniques
 - b. Scheduling resources to industry specific best practices
 - c. Implementing “green cleaning” or “environmentally friendly cleaning practices”.
 - d. Quality control inspections and analysis.
- l) Completing reports as required by the City.
- m) Bank and treasury management fees and surcharges associated with processing a high volume of paychecks.
- n) Implementing health care programs compliant with the Federal Affordable Care Act.
- o) Onsite supervision during the custodian shift(s) at:
 - a. Wellington Webb Building
 - b. Minoru Yasui Building
 - c. City and County Building
 - d. Lindsey-Flanigan Courthouse and Van Cise-Simonet Detention Center
 - e. Denver Wastewater Management Building
- p) Account and portfolio managers to oversee onsite supervisors and sites without onsite supervisors.
- q) Uniforms
- r) Training
- s) Timekeeping
- t) Cell phones, email, communication devices for supervisors.
- u) Other tasks and requirements as documented in the RFP 0612A Janitorial Services.
- v) Contractor’s legal expenses associated with Union bargaining, if any.

2. Monthly Management Fee increases - Increases for Contract years 2 through 5

The Monthly Management fee (MMF) for each facility will remain fixed through December 31, 2015.

The MMF for each facility will be adjusted on the annual anniversary of the contract date for the term of the contract.

MMF adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Denver, Boulder, Greeley Area, semi-annual index.

The MMF adjustment rate will be determined by comparing the percentage difference between the CPI-U index of the base year and the Current year as defined as follows:

Contract Anniversary	Base Year Index	Current Year Index	Lookback Period (between Base Year Index and Current Year Index)
First	January –June 2014 (1 st Half 2014)	January – June 2015	12 Months
Second	January –June 2014 (1 st Half 2014)	January – June 2016	24 Months
Third	January –June 2014 (1 st Half 2014)	January – June 2017	36 Months
Fourth	January –June 2014 (1 st Half 2014)	January – June 2018	48 Months

The base year index shall be 235.736 (January – June 2014).

In the event that the specific index or data series defined in the table above is unavailable 60 calendar days prior to the contract anniversary, the most similar 6-month average U.S. Department of Labor Consumer Price Index or data series shall be used instead; however the time span between indexes (Lookback Periods) shall be for complete and continuous 12 month periods as indicated in the table above.

The adjusted MMF at each facility shall be equal to:

$$(\text{Current Year Index})/(\text{235.736 Base Year Index}) * (\text{Base Year MMF}).$$

Sample calculation formula using:

- 235.736 as the base year index.
- A fictitious index of 237.184 for the “current index”
- A site specific MMF of \$14,838.77

$$(237.184/235.736) * \$14,838.77 = \$14929.92.$$

Therefore the new site specific MMF would be \$14929.92 in that contract year.

The City will provide the contractor with the MMF adjustment rate as well as any new Prevailing Wage rates a reasonable number of calendar days prior to the annual anniversary of the contract term. The Contractor shall update Exhibit B – Pricing with the adjusted MMF for each facility and provide it to the City Contract Administrator and City Purchasing. The Contractor shall also update Exhibit B- Pricing with changes to Not to Exceed Yearly Costs for each facility due to increases in the Prevailing Wage rates. The Executive Director of General Services shall prepare an official notice to the Contractor, memorializing the new MMF as well as new Yearly Not-To-Exceed amounts for each facility.

No retroactive contract price adjustments will be allowed; however if an administrative delay in approving or processing the new MMF rate would prohibit timely submission, processing and payment of invoices, Contractor may bill the previous year’s MMF rate until the new MMF rate is approved, then invoice for the net difference back to the anniversary date in which the adjusted MMF would have been invoiced but for the administrative delay.

If the contract term is extended beyond 5 years, the City and Contractor may address the MMF as part of the extension amendment. If not addressed, the MMF on the fifth and subsequent anniversaries shall also be subject to the CPI adjustments per this section with an additional 12 months of Lookback Period for each anniversary year the contract is extended.

3. Reimbursement of hourly and fixed labor costs.

Contractor shall invoice monthly, by site, for reimbursable expenses including:

- a) Costs by hour worked
 - a. Base Wage for the labor classification assigned to the non-supervisory employee, including custodians, floor techs, day porters, project work employees, and working crew shift or crew leaders.
 - b. Associated Fringes applicable to the employee per the then current Prevailing Wage Schedule
 - c. RTD Bus Pass differential
 - d. Shift differential as applicable
 - e. Overtime (no overtime is anticipated for routine operations but may be necessary for VIP visits, emergency events such as heavy snow storms requiring extra day porter labor to maintain the buildings, etc. Overtime shall be approved by the City facility manager prior to being incurred.)
 - f. Paid holiday, vacation, or other paid time off, and other required benefits, not included as part of Fringe payments, when required by Union contracts, federal or local laws, or mutually agreed by the City and Contractor, or not approved as reduction to fringe cash payments by the City Prevailing Wage office.
 - g. Other hourly costs as provided by current or future Prevailing Wage Schedules.
 - h. Other hourly costs required by changes in federal, state, or local laws or City policies.
 - i. Subject to negotiation and agreement with the City- other hourly costs required by changes or negotiations to union Collective Bargaining Agreements
- b) Monthly expenses
 - a. Parking passes for employees as required by the Prevailing Wage Schedules.
 - b. Other flat monthly costs associated with current or future Prevailing Wage schedules.
 - c. Other flat monthly fees required by changes in federal, state, or local laws or City policies.
 - d. Subject to negotiation and agreement with the City, other flat monthly fees required by changes or negotiations to union Collective Bargaining Agreements.

4. Labor Costs

Contractor provided in their response to the City, proposed labor hours for each facility in order to perform in compliance with the requirements contained in Exhibit C.

- a. Exhibit B lists the NTE Monthly Labor hours per facility which is associated with two payroll period months and three payroll period months for the current

contract year. The NTE Monthly Labor cost per facility = NTE Monthly average labor hours per facility x the Labor rate.

- b. Exhibit B lists the Not to Exceed (NTE) yearly total cost per facility which is based on the combination of proposed hours in two payroll period months and three payroll period months for each contract year x Labor rate + MMF per facility.
- c. Contractor shall furnish the City contract compliance technician with a monthly report showing the variance between labor hours per facility and the average not to exceed labor hours per facility.
- d. The adjustment of the annual labor cost per facility due to any increases in Prevailing Wage and fringe benefits occurs on the contract date for the term of the contract.

5. Provision for changes to prevailing wage:

The 1st year of the contract shall be under the current Prevailing Wage schedule read and provided at the time of the RFP. On the annual anniversary of the contract date, the Contractor may be required to compensate employees based on a new Prevailing Wage publication. If the contractor is required to change compensation to the employees, the City shall reimburse the contractor for the new hourly rates as published by Prevailing Wage. Exhibit B shall be updated according to the following example:

Example: Increase in Prevailing Wages - City and County Building contract year 2016

Average wage contract year 2015 = \$18.31

Average wage contract year 2016 = \$19.04 4% increase in average prevailing wage over previous year (fictitious amount)

Average not to exceed monthly labor hours x adjusted labor rate= new monthly Labor Cost for 2016

$$884 \times \$19.04 = \$16,831.36$$

6. Average wages used in budgets:

Prevailing wage requires two different labor classes (Custodian I and Custodian II) with three different shift differentials per class. Therefore there are 6 possible wage rates, each with three different fringe benefit levels. Some existing custodians were also paid wages in excess of prevailing wage by the previous contractor.

At the time of RFP and contract negotiations the wage data that was available was:

- A listing of various wage rates (including fringe) with the number of employees at each wage rate. It was not broken down by site, and it was not audited.

- A list of gross hours and gross wages at each site from the LCPTracker data, but was not audited.
- The Prevailing Wage schedule in effect for the 1st year of the contract.
- A requirement to offer employment to existing employees under Executive Order 136

Therefore for budgeting and bidding, Contractor calculated an *average hourly rate* with the data available at the time of RFP. However, each specific site in the real world will have a different mix of actual wages. Data necessary to calculate the site specific wages was unavailable at time of proposal thus an average wage had to be used.

Also, for bidding and budgetary purposes annual projects and floater time was spread using industry standard calculations and using average hours per task. Actual hours per site may vary once each project is commenced, and as employees become more efficient with experience, and other workload factors such as down time due to guests staying late in recreation centers, traffic, amount of furniture to be moved, actual condition of the surface to be cleaned, age of the surface, etc.

To provide the intended flexibility for the Contractor to professionally manage and allocate hours where needed, the contractor shall have the right to move hours from contracted site to site as needed to perform the Scope, and pay the appropriate Prevailing Wage as necessary for each shift and assignment.

Therefore, the NTE hours and wages on Exhibit B on a site-by-site basis are for planning, bidding and budgeting purposes only.

The actual contracted NTE cost to the City, for labor hours, shall be the sum of all wages budgeted for all contracted sites for each calendar year including prorated sums from sites added or deleted midyear. It is understood some specific sites may come in over or under budget from the statistical average used for bidding and budgeting purposes. Contractor shall provide variance reports, as necessary, to the City Contract Compliance Technician to prove Contractor is maintaining the annual budget.

7. Provision for health insurance per Prevailing Wage:

At the time of the RFP none of the employees were receiving health insurance benefits, thus all employees were receiving fringe benefits paid as cash based on the “Single” fringe rate. The NTE labor costs on Exhibit C are based on “Single” fringe benefits.

In 2015 the Affordable Care Act (ACA) requires employers to offer health insurance or face IRS fines. Contractor intends to offer coverage to all ACA eligible employees as required by the ACA to avoid penalty. It is possible the Federal government may change ACA requirements, and the Contractor shall have the right to continue offering health coverage even if not required by law. The prevailing wage document in effect for the first year of this contract states:

“All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification.”

Therefore, for the life of this contract, all fringe benefits required to be paid to employees above the “Single” rate are not included in the NTE costs and the Contractor shall invoice for the net difference between the “Single” and the rate the employee is eligible to receive per the then current Prevailing Wage schedule.

8. Overtime Clarification

The Prevailing Wage schedule for “Custodians” published at time of this contract requires (emphasis added):

Overtime

Time worked in excess of seven and one half (7 ½) hours in one (1) day or in excess of thirty-seven and one half (37 ½) hours in one week shall constitute overtime and shall be paid for at the rate of time and one half (1 ½) at the employee’s basic straight time hourly rate of pay.

Lunch

Any employee **working** seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.

For further clarification, paid lunches are not time working. Therefore, an employee who works 7.5 hours in a shift and is paid 30 minutes for a paid lunch shall be paid a total of 8 hours at regular time for that day. The hours paid for paid lunches shall not be counted towards the 37.5 working hours per week that would trigger overtime, so an employee may be paid 37.5 hours at regular time for hours worked, plus 2.5 hours at regular time for paid lunches, for a total of 40 regular time hours.

Examples for daily calculations that would trigger OT:

Hours Worked/shift	Regular Pay	OT Pay	Paid Lunch
7.45 hours	7.45 hours	None	None
7.5 hours	7.5 hours	None	30 minutes at regular time
10 hours	7.5 hours	2.5 hours	30 minutes at regular time

Exhibit B

Exhibit B - NTE Pricing

Department	Site Number	Site Name	Management Fee (monthly), Year 1 (including all payroll taxes, chemicals, equipment, supervision, management, etc)	Average Monthly Billing Hours	Average Monthly Labor Cost (Raw Labor wages w/Single Fringe Rate)	2015 NTE Yearly Costs
General Services	GS1	Wellington E. Webb Municipal Office Building	\$ 14,838.77	1668.07	\$ 30,508.94	\$ 544,182.58
General Services	GS2	City and County Building	\$ 8,822.53	991.76	\$ 18,139.38	\$ 323,548.86
General Services	GS3	Lindsey-Flanigan Courthouse	\$ 12,675.02	1397.33	\$ 26,060.21	\$ 464,831.31
General Services	GS4	Van Cise-Simonet Detention Center	\$ 3,537.27	397.63	\$ 7,272.72	\$ 129,722.28
General Services	GS5	Minoru Yasui Building	\$ 4,490.07	504.74	\$ 9,231.71	\$ 164,664.43
General Services	GS6	Roslyn Complex	\$ 3,083.46	346.62	\$ 6,339.69	\$ 113,079.91
General Services	GS7	Former Permit Building	\$ 1,171.48	137.55	\$ 2,515.72	\$ 44,247.31
General Services	GS8	Arie P. Taylor Building	\$ 800.29	93.96	\$ 1,718.61	\$ 30,227.37
General Services	GS9	Denver Municipal Animal Shelter	\$ 872.46	102.44	\$ 1,873.58	\$ 32,953.12
General Services	GS10	Police Academy	\$ 800.29	93.96	\$ 1,718.61	\$ 30,227.37
General Services	GS11	Police Traffic Operations / Firing Range	\$ 1,166.37	136.95	\$ 2,504.75	\$ 44,054.30
General Services	GS12	Five Points DMV	\$ 1,166.37	136.95	\$ 2,504.75	\$ 44,054.30
General Services	GS13	911 Communications Center	\$ 1,624.87	189.13	\$ 3,489.36	\$ 61,371.85
General Services	GS14	Police Electronic Engineering Bureau	\$ 783.26	91.96	\$ 1,682.03	\$ 29,583.99
General Services	GS15	Police Department of Information Technology (DOIT)	\$ 392.18	46.05	\$ 842.20	\$ 14,812.82
General Services	GS16	Fire Headquarters	\$ 525.73	61.73	\$ 1,129.00	\$ 19,857.18
General Services	GS17	Fire Line Shop	\$ 417.18	48.98	\$ 895.88	\$ 15,757.07
General Services	GS18	Arson Unit	\$ 263.40	30.93	\$ 565.64	\$ 9,948.69
General Services	GS18B	Child Care (management fee higher due to no daily visits and only floor work)	\$ 179.77	13.20	\$ 247.37	\$ 5,125.72
General Services	GS19	Cherry Creek Transfer Station	\$ 429.41	50.42	\$ 922.13	\$ 16,218.78
General Services	GS20	Osage Transfer Station	\$ 337.89	39.67	\$ 725.60	\$ 12,762.05
General Services	GS21	District 4 Police Station	\$ 2,273.13	266.89	\$ 4,881.47	\$ 85,856.77
General Services	GS22	District 5 Police Station	\$ 1,532.45	179.93	\$ 3,290.89	\$ 57,881.23
General Services	GS23	District 6 Police Station	\$ 2,273.13	266.89	\$ 4,881.47	\$ 85,856.77
		Total	\$ 64,456.78	7293.74	\$ 133,941.73	\$ 2,380,826.06
Recreation Centers	RC1	Central Park Recreation Center	\$ 2,416.17	283.69	\$ 5,188.64	\$ 91,259.44
Recreation Centers	RC2	Montclair Recreation Center	\$ 2,088.79	245.25	\$ 4,485.62	\$ 78,894.48
Recreation Centers	RC3	Athmar Recreation Center	\$ 1,330.25	156.19	\$ 2,856.67	\$ 50,243.96
Recreation Centers	RC4	20th Street Recreation Center	\$ 1,179.15	138.45	\$ 2,532.19	\$ 44,536.83

Recreation Centers	RC5	Eisenhower Recreation Center	\$ 1,162.11	136.45	\$ 2,495.61	\$ 43,893.45
Recreation Centers	RC6	Montbello Recreation Center	\$ 1,515.42	177.93	\$ 3,254.31	\$ 57,237.85
Recreation Centers	RC7	Harvard Gulch Recreation Center	\$ 1,145.08	134.45	\$ 2,459.03	\$ 43,250.07
Recreation Centers	RC8	Scheitler Recreation Center	\$ 959.91	112.71	\$ 2,061.38	\$ 36,256.19
Recreation Centers	RC9	Washington Park Recreation Center	\$ 740.67	86.96	\$ 1,590.58	\$ 27,975.54
Recreation Centers	RC10	Highland Senior Center	\$ 555.51	65.22	\$ 1,192.93	\$ 20,981.66
Recreation Centers	RC11	Rude Recreation Center	\$ 1,481.35	173.93	\$ 3,181.15	\$ 55,951.09
Recreation Centers	RC12	Platt Park Recreation Center	\$ 555.51	65.22	\$ 1,192.93	\$ 20,981.66
Recreation Centers	RC13	Parks Facilities - Jason Street	\$ 287.37	33.74	\$ 617.12	\$ 10,854.17
Recreation Centers	RC14	Molkery Hall (Montclair Civic Building)	\$ 55.55	6.52	\$ 119.29	\$ 2,098.17
Recreation Centers	RC15	Parks Headquarters - Huron	\$ 148.13	17.39	\$ 318.12	\$ 5,595.11
Recreation Centers	RC16	Fleming Mansion	\$ 17.03	2.00	\$ 36.58	\$ 643.38
Recreation Centers	RC17	Mountain Parks Headquarters	\$ 68.14	8.00	\$ 146.32	\$ 2,573.52
Recreation Centers	RC18	Globeville Recreation Center	\$ 277.75	32.61	\$ 596.47	\$ 10,490.83
Recreation Centers	RC19	Martin Luther King Recreation Center	\$ 1,162.11	136.45	\$ 2,495.61	\$ 43,893.45
Recreation Centers	RC20	St. Charles Recreation Center	\$ 1,162.11	136.45	\$ 2,495.61	\$ 43,893.45
Recreation Centers	RC21	Swansea Recreation Center	\$ 1,162.11	136.45	\$ 2,495.61	\$ 43,893.45
		Total	\$ 19,470.24	2286.04	\$ 41,811.76	\$ 735,397.75
DHS	DHS1	DHS Eastside	\$ 1,615.43	181.60	\$ 3,321.38	\$ 59,242.80
Wastewater	WW1	Denver Wastewater Management Building	\$ 4,116.97	455.82	\$ 8,464.60	\$ 150,981.62
Wastewater	WW2	Fleet Maintenance Facility and Fueling Station	\$ 417.18	48.98	\$ 895.88	\$ 15,757.07
Wastewater	WW3	Office Warehouse Building	\$ 366.08	42.98	\$ 786.14	\$ 13,826.93
		Total	\$ 4,900.23	\$ 547.79	\$ 10,146.63	\$ 180,565.62

Exhibit C

GENERAL SERVICES																																	
Location No.	Location Name	Frequency	Restroom cleaning	Police restrooms (day porter)	Elevators cleaned & elevator lobbies vacuumed	Trash collection - break rooms & public areas	Machine floor scrubbing in Atrium	Entrance glass spot cleaned	Exterior sidewalks swept & exterior trash collected	Break rooms cleaned (including 4th floor balcony area)	Clean drinking fountains	Clean Wellness Center	Trash collection in offices/cubicles	Hallways vacuumed	Sweep parking levels & collect trash	Offices vacuumed	Recycling collected	Dusting	High dusting	Refrigerators cleaned	Service areas / dock cleaned	Carpet shampooing High traffic areas	Just clean and vacuum out light fixtures	clean supply and return grilles	Sweep and mop stairwells wipe down handrails	Edge Vacuuming	Floor polishing	Floor stripping & waxing	Clean glass on bridge areas				
1	Wellington E. Webb Municipal Office Building 201 West Colfax Avenue Approximately 400,000 square feet of cleaning space	Daily	X	X	X	X	X	X	X	X	X	X																					
		Weekly																															
		2x Week																															
		3x Week (M,W,F)																															
		Monthly												X																			
		Annually																															
		Other:																															
Miscellaneous: Carpet cleaning as scheduled																																	
The Webb building includes an employee Wellness Center, three levels of underground parking, and a large Atrium lobby. Service is occasionally needed for events that occur after hours. Some Restrooms contain waterless urinals.																																	
Building Specifications: 1st Floor Atrium - Granite Floor - 16,575 sq ft.; Floors 5 - 12 approximately 45,000 sq ft per floor, 85% carpet, 3,000 sq ft VCT in break rooms, tile in rest rooms; Floors 1 - 4 approximately 72,000 sq ft per floor, 85% carpet except granite on 1st floor; Total sq ft is 934,000 of which 236,000 is parking; Roughly 1 breakroom and 3 coffee stations per floor; Tower section has one MRR and LRR per floor, Atrium has MRR, LRR and FR; Floors 1 - 4 have MRR, LRR and FR.																																	
Carpet Shampooing is a 4 step process: 1) vacuum 2) pre-spray 3) agitate/pile lift 4) Rinse (all per Mannington specs and FM approval)																																	

Location No.	Location Name	Frequency	Restroom cleaning	Police restrooms (day porter)	Elevators cleaned	Trash collection - break rooms & public areas	Machine floor scrubbing (2 hallways per night)	Hallways swept (Dry & Evening)	Spot cleaning glass	Break rooms cleaned	Metal polishing (day porter)	Floor sweeping & mopping	Clean drinking fountains	Trash collection in offices & courtrooms	Vacuuming	Recycling collected	Clean stairwells	Low Dusting	High Dusting	Blinds	Floor Polishing	Countertop Cleaning	Polish Bars	Window sills	Shampoo All Carpet	Strip/Wax all Marble & Tile Floors	Sweep and mop stairwells wipe down handrails	Edge Vacuuming						
2	City and County Building 1437 Bannock Street Approximately 400,000 square feet of cleaning space	Daily	X	X	X	X	X	X	X	X	X	X	X																					
		Weekly																																
		2x Week																																
		3x Week													X			X	X															
		Monthly																																
		Annually																																
		Other:																																
Miscellaneous: Carpet cleaning upon request																																		
There are a large number of small restrooms in Judge's chambers and jury rooms. Some public restrooms contain waterless urinals. City Council Meetings occur most Monday evenings. The Parr-Widener Room (#389) is frequently used for events. Service is occasionally need for events that occur after hours. Total Restrooms: 10 + 2 Locker Rooms																																		
Carpet = 50%; Marble = 20%; Tile = 12%; Cork/Wood = 10%; Concrete = 8%																																		

Location No.	Location Name	Frequency	Restroom cleaning	Elevators cleaned	Trash collection - break rooms & public areas	Floor sweeping & mopping (hard surfaces)	Floor polishing / buffing	Galleys cleaned	Spot cleaning glass - entry, doors, stairwells, etc.	Exterior sidewalks and plaza swept & trash collected	Garage swept	Stairwells cleaned, incl handrails	Clean drinking fountains	Trash collection in offices & courtrooms	Recycling collected	Vacuuming - carpets & mats	Dust & clean counter & desk tops	High dusting, incl vending machines	Edge Vacuuming	Refrigerator cleaning	Floor stripping & waxing	Clean furniture, chairs, mats	Spot clean interior walls, doors & windows	Clean door handles, light switches, fixtures	Clean & disinfect - furniture, tables - incl conf rm, phones	Clean microwaves	Wash & wipe air diffusers	Polish wood	Shampoo Carpet	Spot shampoo	Clean light fixtures				
3	Lindsey-Flanigan Courthouse 520 West Colfax Avenue Approximately 317,000 square feet; 291,000 sq ft of cleaning space	Daily	X	X	X	X	X	X	X	X		X	X	X		X	X	X		X		X	X	X	X	X	X	X	X	X	X	X			
		As Needed	X	X	X	X	X	X	X	X		X	X	X		X	X	X		X		X	X	X	X	X	X	X	X	X	X	X	X		
		Weekly																																	
		2x Week										X																							
		3x Week														X																			
		Monthly																																	
		Quarterly																																	
Semi-Annual																																			
Annually																																			
There are a large number of small restrooms in Judge's chambers and Jury Rooms. Approx. 60% Carpet, 25% Terrazzo Restrooms - 86; Galleys - 16; Jury Deliberation Rooms - 17; Judge's Chambers - 29; Jury Assembly Room - 1; Stairwells - 6; floating glass stairwell and atrium glass. Specifics for carpet, marmoleum, terrazzo, granite cleaning, etc. Jury Assembly Room normally requires shampoo quarterly, spot clean regularly.																																			

Location No.	Location Name	Frequency	Restroom cleaning	Elevators cleaned	Trash collection - break rooms & public areas	Floor sweeping & mopping (hard surfaces)	Floor polishing/buffing	Galleys cleaned	Spot clean glass - entry, doors, stairwells, etc.	Exterior sidewalks and plaza swept & trash collected	Garage swept	Stairwells cleaned, incl handrails	Clean drinking fountains	Trash collection in offices & courtrooms	Recycling collected	Vacuuming - carpets & mats	Dust & clean counter & desk tops	High dusting, incl vending machines	Edge Vacuuming	Refrigerator cleaning	Floor stripping & waxing	Clean furniture, chairs, mats	Spot clean interior walls, doors & windows	Clean door handles, light switches, fixtures	Clean & disinfect - furniture, tables - incl conf rm, phones	Clean microwaves	Dust vent grills	Polish wood furniture	Shampoo Carpet	Spot shampoo	Clean DUJ area	Clean light fixtures			
4	Van Cise-Simonet Detention Center 490 West Colfax Avenue Approximately 150,000 square feet of cleaning space	Daily	X	X	X	X	X	X	X	X		X	X	X		X	X	X		X		X	X	X	X	X	X	X	X	X	X	X			
		As Needed	X	X	X	X	X	X	X	X		X	X	X		X	X	X		X		X	X	X	X	X	X	X	X	X	X	X	X		
		Weekly																																	
		2x Week										X																							
		3x Week																																	
		Monthly																																	
		Quarterly																																	
Semi - Annual																																			

Location No.	Location Name	Frequency	Restroom cleaning	Trash collection	Clean locker rooms	Countertop / desktop cleaning	Clean break rooms	Vacuuming	Floor sweeping & mopping	Spot cleaning glass	Clean drinking fountains	Recycling collected	Low Dusting	High dusting	Clean blinds	Sweep and mop stairwells wipe down handrails	Floor polishing	Floor stripping & waxing	Exterior/Entry sweep and trash	Spot Carpet cleaning as needed	All Carpets Shampooed	Carpet Shampooing HTAs		
9	Denver Municipal Animal Shelter 1241 West Bayaud Avenue Approximately 35,000 square feet of cleaning space	Daily	X	X	X	X	X	X	X	X	X					X								
		Weekly																						
		2x Week											X											
		3x Week																						
		Monthly													X	X								X
		Annually																				X		
As Needed																								
90% Tile; 10% Carpet; 5 Restrooms																								

Location No.	Location Name	Frequency	Restroom cleaning	Trash collection	Clean gym floor	Countertop / desktop cleaning	Clean break rooms	Spot clean glass	Vacuuming	Floor sweeping & mopping	Clean drinking fountains	Recycling collected	Clean showers	Clean locker rooms	Low Dusting	High Dusting	Clean blinds	Sweep and mop stairwells wipe down handrails	Floor polishing	Floor stripping & waxing	Exterior/Entry sweep and trash	Spot Carpet cleaning as needed	All Carpets Shampooed	Carpet Shampooing HTAs	
10	Police Academy 2155 North Akron Way Approximately 30,000 square feet of cleaning space	Daily	X	X	X	X	X	X	X	X	X		X	X							X				
		Weekly																							
		2x Week											X							X					
		3x Week																							
		Monthly															X	X							X
		Annually																					X		X
As Needed																									
Approx. 60% Tile; 40% Carpet; 4 Restrooms																									

Location No.	Location Name	Frequency	Restroom cleaning	Break room cleaning	Trash collection	Clean locker rooms	Countertop / Desktop cleaning	Spot clean entrance glass	Vacuuming	Floor sweeping & mopping	Clean drinking fountains	Recycling collected	Clean showers	Low Dusting	High dusting	Clean blinds	Floor polishing	Sweep and mop stairwells wipe down handrails	Floor stripping & waxing	Exterior/Entry sweep and trash	Spot Carpet cleaning as needed	All Carpets Shampooed	Carpet Shampooing HTAs	
11	Police Traffic Operations / Firing Range 3375, 3381 and 3421 Park Avenue West Approximately 30,000 square feet of cleaning space	Daily	X	X	X	X	X	X	X	X	X		X							X				
		Weekly																						
		2x Week											X											
		3x Week																						
		Monthly														X	X	X						X
		Annually																					X	
Other:																								
Approx: 20% Tile; 80% Carpet; 8 Restrooms																								

Location No.	Location Name	Frequency	Restroom cleaning	Trash collection	Clean break areas	Spot clean glass	Elevator cleaning	Clean stairways	Vacuuming	Floor sweeping & mopping	Clean drinking fountains	Recycling collected	Low Dusting	High dusting	Clean blinds	Sweep and mop stairwells wipe down handrails	Floor polishing	Floor stripping & waxing	Exterior/Entry sweep and trash	Spot Carpet cleaning as needed	All Carpets Shampooed	Carpet Shampooing HTAs		
12	Five Points DMV 2855 Tremont Place Approximately 25,000 square feet of cleaning space	Daily	X	X	X	X	X	X	X	X	X		X			X			X					
		Weekly																						
		2x Week											X											
		3x Week																						
		Monthly													X	X							X	
		Annually																					X	
Other: Quarterly																								
Approx: 60% Tile; 30% Carpet; 10% Wood; 7 Restrooms																								

Location No.	Location Name	Frequency	Restroom cleaning	Trash collection	Clean locker rooms	Clean break areas	Countertop cleaning	Elevator cleaning	Clean stairways	Recycling Collected	Vacuuming	Floor sweeping & mopping	Spot clean entrance glass	Clean drinking fountains	Clean showers	Low dusting	High dusting	Floor polishing	Floor stripping & waxing	Sweep and mop stairwells wipe down handrails	Exterior/Entry sweep and trash	Spot Carpet cleaning as needed	All Carpets Shampooed	Carpet Shampooing HTAs	
13	911 Communications Center 950 Josephine Street Approximately 20,000 square feet of cleaning space	Daily	X	X	X	X	X	X	X		X	X	X	X							X				
		Weekly																							
		2x Week									X														
		3x Week																							
		Monthly																	X	X					X
		Annually																					X		X
Other:																									

Approx: 80% Carpet; 20% Tile; 6 Restrooms

Location No.	Location Name	Frequency	Restroom Cleaning	Trash collection	Clean break areas	Countertop cleaning	Spot clean entrance glass	Vacuuming	Floor sweeping & mopping	Clean drinking fountains	Recycling collected	Low Dusting	High dusting	Clean window sills	Clean showers	Sweep and mop stairwells wipe down handrails	Floor polishing	Floor stripping & waxing	Spot Carpet cleaning as needed	All Carpets Shampooed	Carpet Shampooing HTAs		
14	Police Electronic Engineering Bureau 1930 35th Street Approximately 20,000 square feet of cleaning space	Daily	X	X	X	X	X	X	X	X					X				X				
		Weekly										X					X						
		2x Week																					
		3x Week																					
		Monthly											X										X
		Annually																				X	
Approx 20% Carpet; 80% Tile; 2 Restrooms																							

Location No.	Location Name	Frequency	Restroom cleaning	Trash collection	Countertop / desktop cleaning	Clean break areas	Spot clean entrance glass	Clean stairways	Vacuuming	Floor sweeping & mopping	Clean drinking fountains	Recycling collected	Low Dusting	High dusting	Floor polishing	Floor stripping & waxing	Sweep and mop stairwells wipe down handrails	Exterior/Entry sweep and trash	Spot Carpet cleaning as needed	All Carpets Shampooed	Carpet Shampooing HTAs		
15	Police Department of Information Technology (DOIT) 10 Galapago Approximately 15,000 square feet of cleaning space	Daily	X	X	X	X	X	X	X	X	X												
		Weekly											X	X									
		2x Week																					
		3x Week																					
		Monthly													X	X							X
		Annually																				X	
Approx: 80% Carpet; 20% Tile; 5 Restrooms																							

Location No.	Location Name	Frequency	Restroom cleaning	Trash collection	Countertop / desktop cleaning	Clean break areas	Spot clean entrance glass	Clean elevators	Clean stairways	Vacuuming	Floor sweeping & mopping	Exterior sidewalks swept	Recycling collected	Low Dusting	High dusting	Showers cleaned	Floor polishing	Sweep and mop stairwells wipe down handrails	Floor stripping & waxing	Exterior/Entry sweep and trash	Spot Carpet cleaning as needed	All Carpets Shampooed	Carpet Shampooing HTAs	
16	Fire Headquarters 745 West Colfax Avenue Approximately 15,000 square feet of cleaning space	Daily	X	X	X	X	X	X	X	X	X	X												
		Weekly												X	X									
		2x Week																						
		3x Week																						
		Monthly														X		X						X
		Annually																					X	
Approx: 80% Carpet; 20% Tile; 6 Restrooms																								

Location No.	Location Name	Frequency	Restroom Cleaning	Trash collection	Clean break areas	Low Dusting	High dusting	Recycling collection	Countertop / desktop cleaning	Vacuuming	Floor sweeping & mopping	Sweep and mop stairwells wipe down handrails	Floor polishing	Floor stripping & waxing	Exterior/Entry sweep and trash	Spot Carpet cleaning as needed	All Carpets Shampooed	Carpet Shampooing HTAs	
17	Fire Line Shop 4640 Lipan Approximately 10,000 square feet of cleaning space	Daily	X	X	X	X				X	X	X			X				
		Weekly																	
		1x Week																	
		2x Week							X										
		3x Week												X					X
		Monthly						X							X			X	
Approx: 85% Tile; 15% Carpet; 2 Restrooms																			

Location No.	Location Name	Frequency	Restroom Cleaning	Trash collection	Clean break areas	Vacuuming	Dusting	Spot clean entrance glass	Wash & dust air diffusers	Spot shampoo	Recycling collected	Clean light fixtures	Shampoo Carpet	Floor sweeping & mopping - hard surfaces	Floor polishing/buffing	
18A	Arson Unit 280 14th Street Approximately 8,000 square feet of cleaning space	Daily	X	X	X	X									X	
		As Needed								X						
		Weekly														
		1x Week														
		2x Week														
		3x Week														
Approx. 80% Carpet, 20% VCT; Restrooms - 3; Kitchen - 1																

Location No.	Location Name	Frequency	Shampoo Carpet	Floor stripping & waxing	Clean light fixtures	Wash & wipe air diffusers
18B	Child Care 280 14th Street Approximately 8,436 square feet of cleaning space	As Needed	X	X	X	
		Quarterly				X
		Semi-Annual	X	X	X	
		Other:				
Approx. 80% Carpet, 20% VCT						

Location No.	Location Name	Frequency	Restroom cleaning	Trash collection	Clean locker rooms	Clean break areas	Clean stairways	Recycling collection	Vacuuming	Floor sweeping & mopping	Clean showers	Low Dusting	High dusting	Spot clean entrance glass	Sweep and mop stairwells/wipe down handrails	Floor polishing	Floor stripping & waxing	Exterior/Entry sweep and trash	Spot Carpet cleaning as needed	All Carpets Shampooed	Carpet Shampooing HTAs	
19	Cherry Creek Transfer Station 7301 East Jewell Avenue Approximately 4,000 square feet of cleaning space	Daily	X	X	X	X	X			X	X			X				X				
		Weekly										X										
		1x Week																				
		2x Week							X													
		3x Week															X					
		Monthly												X				X				X
		Annually																		X		
Other:																		X				
Approx: 20% Carpet; 40% Tile/Wood; 40% Concrete; 5 Restrooms																						

Location No.	Location Name	Frequency	Restroom cleaning	Trash collection	Clean locker rooms	Clean break areas	Recycling collection	Floor sweeping & mopping	Low dusting	High dusting	Spot clean glass	Clean showers	Floor polishing	Sweep and mop stairwells/wipe down handrails	Floor stripping & waxing	Exterior/Entry sweep and trash	Spot Carpet cleaning as needed	All Carpets Shampooed	Carpet Shampooing HTAs		
20	Osage Transfer Station 2013 South Osage Street Approximately 2,000 square feet of cleaning space	Daily	X	X	X	X										X					
		Weekly																			
		1x Week																			
		2x Week						X													
		3x Week																			
		Monthly									X									X	
		Annually												X				X			
As Needed															X						
Approx: 80% Tile; 20% Tile; 4 Restrooms																					

Location No.	Location Name	Frequency	Restroom cleaning	Elevators cleaned	Trash collection - break rooms & public areas	Floor sweeping & mopping - hard surfaces	Floor polishing/buffing	Galleys cleaned	Spot clean glass - entry, doors, stairwells, etc	Exterior sidewalks and plaza sweep & trash collected	Garage sweep	Stairwells cleaned, incl handrails	Clean drinking fountains	Trash collection in offices & court rooms	Recycling collected	Vacuuming - carpets & mats	Dust & clean counter & desk tops	High dusting, incl vending machines	Edge Vacuuming	Refrigerator cleaning	Floor stripping & waxing	Clean furniture, chairs, mats	Spot clean interior walls, doors & windows	Clean door handles, light switches, fixtures	Clean & disinfect - furniture, tables - incl conf rm, phones	Clean microwaves	Dust vent grills	Polish wood furniture	Shampoo Carpet	Spot shampoo	Clean DUJ area	Clean light fixtures	
21	Denver Police District #4 2100 South Clay Street Approximately 19,479 square feet of cleaning space	Daily	X	X	X	X		X	X	X			X	X	X																X		
		As Needed																															
		Weekly										X	X					X			X		X	X	X								
		Monthly						X											X		X							X					
		Annually																				X											X
This building includes public areas, and Police Department offices and work areas. DUJ area is cleaned in the morning and checked/spot cleaned in the afternoon. The area consists of 4 cells with restrooms (sweep/mop), 5 cells without restrooms (sweep/mop), 2 kitchens (microwave, sink), office area (trash, sweep, mop). Cleaning of holding cells often involves decontamination cleaning of liquid and solid human waste. Employees shall receive training on decontamination procedures and must wear personal protective equipment while performing decontaminations. Decontamination cleaning that occurs during scheduled work hours is included in the Scope of Work. The contractor may charge an additional fee for decontaminations that occur outside of scheduled work hours.																																	
Approx: 75% Carpet; 25% Tile; 4 Restrooms, including 2 locker rooms, 6 holding cells, a gym.																																	

Location No.	Location Name	Frequency	Restroom cleaning	Elevators cleaned	Trash collection - break rooms & public areas	Floor sweeping & mopping - hard surfaces	Floor polishing/buffing	Galleys cleaned	Spot clean glass - entry, doors, stairwells, etc	Exterior sidewalks and plaza sweep & trash collected	Garage sweep	Stairwells cleaned, incl handrails	Clean drinking fountains	Trash collection in offices & court rooms	Recycling collected	Vacuuming - carpets & mats	Dust & clean counter & desk tops	High dusting, incl vending machines	Edge Vacuuming	Refrigerator cleaning	Floor stripping & waxing	Clean furniture, chairs, mats	Spot clean interior walls, doors & windows	Clean door handles, light switches, fixtures	Clean & disinfect - furniture, tables - incl conf rm, phones	Clean microwaves	Dust vent grills	Polish wood furniture	Shampoo Carpet	Spot shampoo	Clean DUJ area	Clean light fixtures	
	Denver Police District #5 4685 Peoria Street Approximately 17,500 square feet of cleaning space	Daily	X	X	X	X	X	X	X	X			X	X	X																		
		As Needed																															
		Weekly										X	X					X		X			X	X	X						X		

Pool area is not included in the Scope.
 Restroom cleaning includes: clean and disinfect toilets & urinals (interior & exterior), clean and disinfect sinks, countertops, partitions and fixtures; clean mirrors and metal; sweep & mop (with disinfectant) floors, restock dispensers, collect trash (including feminine hygiene disposal containers) and change liners.
 Scheitler provides all chemicals, including lemon disinfectant, multipurpose disinfectant, glass cleaner, bathroom/toilet/sink/floor cleaner, stainless steel cleaner, purell hand sanitizer.

Location No.	Location Name	Frequency	Clean restrooms (including those in Locker Rooms)	Clean locker rooms / Family changing rooms	Sweep and mop hallway floors	Sweep and mop stairs	Wipe down handrails	Sweep and mop floor	Vacuum Carpet & mats	Sweep & mop (or machine scrub) hard surface floors	Spot clean entrance glass	Clean walls & doors	Clean drinking fountains	Collect trash (change liners as needed)	Spot clean glass	Dust	Clean desks/ office furniture	Clean telephones	High Dusting	Wipe down exercise equipment & benches	
9	Washington Park Recreation Center 701 South Franklin Street Approximately 11,000 square feet of cleaning space	Daily	X	X	X	X	X														
	Lobby / Reception Area	Daily										X	X								
	Office Area	Daily										X	X		X	X	X	X	X		
	Multi-Purpose Room	Daily					X														
	Cardio / Weight Room	Daily							X	X		X	X	X							X
	Locker Rooms	Daily		X																	
	Miscellaneous: Clean & maintain custodial storage areas	Daily																			

Pool area and Gym are not included in the Scope.
 Restroom cleaning includes: clean and disinfect toilets & urinals (interior & exterior), clean and disinfect sinks, countertops, partitions, fixtures and diaper changing station; clean mirrors, metal, walls and doors; sweep & mop (with disinfectant) floors, restock dispensers, collect trash (including feminine hygiene disposal containers) and change liners.

Location No.	Location Name	Frequency	Clean restrooms (including those in Locker Rooms)	Clean locker rooms / Family changing rooms	Sweep and mop hallway floors	Vacuum Carpet & mats	Sweep & mop (or machine scrub) hard surface floors	Sweep & mop floors (do not machine scrub)	Spot clean entrance glass	Clean walls & doors	Clean drinking fountains	Collect trash (change liners as needed)	Spot clean glass	Dust	Clean desks	Clean telephones	High Dusting	Clean office furniture	Wipe down counters & appliances	Wipe down tables & chairs	
10	Highland Senior Center 2880 Osceola Street Approximately 11,000 square feet of cleaning space	Daily	X		X						X										
	Lobby / Reception Area	Daily				X	X														
	Office Area	Daily				X						X		X	X						
		Weekly														X	X				
	Kitchen / Multi-Purpose Room	Daily					X				X	X								X	
		As Needed									X										X
	Ballroom	Daily						X			X										X
As Needed																				X	

Restroom cleaning includes: clean and disinfect toilets & urinals (interior & exterior), clean and disinfect sinks, countertops, partitions and fixtures; clean mirrors and metal; sweep & mop (with disinfectant) floors, restock dispensers, collect trash (including feminine hygiene disposal containers) and change liners.

Location No.	Location Name	Frequency	Clean restrooms (including those in Locker Rooms)	Clean locker rooms / Family changing rooms	Sweep and mop hallway floors	Sweep and mop stairs	Wipe down handrails	Clean elevator interior and doors	Vacuum Carpet & mats	Sweep hard surface floors	Sweep and mop floors	Sweep & mop (or machine scrub) hard surface floors	Sweep & mop floors (do not machine scrub)	Mop hard surface floors	Machine scrub other floor areas	Sweep and machine scrub rubber floor	Clean bleachers	Spot clean entrance glass	Clean walls & doors	Clean drinking fountains	Collect trash (change liners as needed)	Spot clean glass	Dust	Clean desks/ office furniture	Clean telephones	High Dusting	Wipe down counters & appliances	Wipe down tables & chairs	Clean mirrors	Wipe down exercise equipment & benches		
11	Rude Recreation Center 2855 West Holden Place Approximately 10,000 square feet of cleaning space	Daily	X																													
	Lobby / Reception Area	Daily							X							X		X														
		2X Week																		X												
	Office Area	Daily							X	X					X							X	X			X						
		Weekly																						X								
	Kitchen	Monthly																									X					
		Daily									X												X				X					
	Cardio Room	Weekly																			X								X			
		Daily										X									X	X	X								X	
	Hallways and Stairs	Weekly			X				X												X											
		Daily					X	X																								
	Locker Rooms	Weekly		X																												
		Daily																			X											
Gym	Weekly												X																			
	Daily														X																	
Miscellaneous: Clean & maintain custodial storage areas	Daily															X																

Weight Room is not included in the Scope.
 Restroom cleaning includes: clean and disinfect toilets & urinals (interior & exterior), clean and disinfect sinks, countertops, partitions, fixtures and diaper changing station; clean mirrors, metal, walls and doors; sweep & mop (with disinfectant) floors, restock dispensers, collect trash (including feminine hygiene disposal containers) and change liners.

Location No.	Location Name	Frequency	Clean restrooms (including those in Locker Rooms)	Sweep and mop hallway floors	Vacuum Carpet and/or mats	Sweep & mop hard surface floors	Spot clean entrance glass	Clean walls & doors	Collect trash (change liners as needed)	Spot clean glass	Dust	Clean desktops	Clean telephones	Clean office furniture	High dusting	Wipe down tables & chairs	Wipe down sink and countertops
12	Platt Park Recreation Center 1500 South Grant Street Approximately 7,000 square feet of cleaning space																
	Lobby / Reception Area	Daily		X	X												
		As Needed					X	X				X	X				
	Office Area	Daily			X	X			X			X	X				
		Weekly								X				X			
	Arts & Crafts Room / Kiln Room	Daily				X										X	X
		Daily				X										X	X
	Kitchen	Daily				X			X							X	X
		Daily				X					X					X	X
	Multi-Purpose Room	Daily															
Daily			X														
Restrooms	Daily							X									
	As Needed																
Hallways	Daily			X													
Miscellaneous: Clean & maintain custodial storage area	Weekly																

Restroom cleaning includes: clean and disinfect toilets & urinals (interior & exterior), clean and disinfect sinks, countertops, partitions and fixtures; clean mirrors and metal; sweep & mop (with disinfectant) floors, restock dispensers, collect trash (including feminine hygiene disposal containers) and change liners. Clean walls and doors as needed.

Location No.	Location Name	Frequency	Clean restrooms (including those in Locker Rooms)	Sweep and mop hallways	Sweep and mop stairs	Scrub South stairs	Vacuum Carpet & mats	Sweep & mop hard surface floors	Clean walls & doors	Clean drinking fountains	Collect trash (change liners as needed)	Spot clean glass	Dust	Clean desktops / office furniture	Clean telephones	High Dusting	Wipe down counters & appliances	Wipe down tables & chairs	Wipe down exercise equipment & benches	Carpet cleaning	Floor stripping and waxing	
13	Parks Facilities - Jason Street 4495 Jason Street Approximately 7,000 square feet of cleaning space	2x Week					X	X	X		X	X	X	X	X							
	Kitchen / Break Area	Monthly						X			X										X	X
		2x Week							X									X	X			
	Restrooms	2x Week	X							X												
		2x Week			X	X					X											
Hallways and Stairs	Weekly				X																	

Restroom cleaning includes: clean and disinfect toilets & urinals (interior & exterior), clean and disinfect sinks, countertops, partitions and fixtures; clean mirrors, metal, walls and doors; sweep & mop (with disinfectant) floors, restock dispensers, collect trash (including feminine hygiene disposal containers) and change liners.

Location No.	Location Name	Frequency	Clean restrooms (including those in Locker Rooms)	Sweep and mop hallways	Sweep and mop stairs	Wipe down handrails	Vacuum Carpet & mats	Sweep & mop hard surface floors	Clean walls & doors	Clean drinking fountains	Collect trash (change liners as needed)	Spot clean glass	Dust	Clean desktops / office furniture	Clean telephones	High Dusting	Wipe down counters & appliances	Wipe down tables & chairs	
14	Mokery Hall (Montclair Civic Building) 6820 East 12th Avenue Approximately 2,500 square feet of cleaning space	Weekly		X	X	X	X	X	X	X	X	X	X	X	X	X			
	Kitchen	Weekly						X	X		X							X	X
		Restrooms	Weekly	X															

Restroom cleaning includes: clean and disinfect toilets & urinals (interior & exterior), clean and disinfect sinks, countertops, partitions, fixtures and diaper changing station; clean mirrors and metal; sweep & mop (with disinfectant) floors, restock dispensers, collect trash (including feminine hygiene disposal containers) and change liners.

Location No.	Location Name	Frequency	Clean restrooms (including those in Locker Rooms)	Vacuum Carpet & mats	Sweep & mop hard surface floors	Clean walls & doors	Clean drinking fountains	Collect trash (change liners as needed)	Dust	Clean desktops
15	Parks Headquarters - Huron 945 South Huron Street Approximately 1,500 square feet of cleaning space	2X Week	X	X				X	X	
	Restrooms	Weekly							X	
		2X Week	X							
		Weekly			X					

Restroom cleaning includes: clean and disinfect toilets & urinals (interior & exterior), clean and disinfect sinks, countertops, partitions and fixtures; clean mirrors and metal; sweep & mop (with disinfectant) floors, restock dispensers, collect trash (including feminine hygiene disposal containers) and change liners. Clean walls and doors weekly.

Location No.	Location Name	Frequency	Clean restrooms	Sweep & mop floors	Clean walls & doors	Collect trash (change liners as needed)	Wipe down counters & appliances	Wipe down tables & chairs	Vacuum Carpet & mats	Wipe down handrails	Sweep & mop hard surface floors	Spot clean glass	Dust (including high dusting)	Clean desktops / office furniture	Clean telephones	Sweep & mop stairs
16	Fleming Mansion 1510 South Grant Street Approximately 1,300 square feet of cleaning space	Monthly		X	X	X			X	X	X	X	X	X	X	X
	Kitchen / Break Area	Monthly		X	X	X	X	X								
	Restrooms	Monthly	X													
Only the building's lower level is included in the Scope																
Restroom cleaning includes: clean and disinfect toilets & urinals (interior & exterior), clean and disinfect sinks, countertops, partitions, fixtures and diaper changing station; clean mirrors, metal, walls and doors; sweep & mop (with disinfectant) floors, restock dispensers, collect trash (including feminine hygiene disposal containers) and change liners.																

Location No.	Location Name	Frequency	Clean restrooms (including those in Locker Rooms)	Sweep & mop (or machine scrub) hard surface floors	Collect trash (change liners as needed)	Dust	Clean desktops	Clean telephones	Wipe down counters & appliances
17	Mountain Parks Headquarters 300 Union Avenue, Morrison CO Approximately 1,300 square feet of cleaning space	2x Month		X	X	X	X	X	
	Kitchen / Break Area	2x Month		X	X				X
	Restrooms	2x Month	X						
Restroom cleaning includes: clean and disinfect toilets & urinals (interior & exterior), clean and disinfect sinks, countertops, partitions and fixtures; clean mirrors and metal; sweep & mop (with disinfectant) floors, restock dispensers, collect trash (including feminine hygiene disposal containers) and change liners. This location does not have chemical dispensers, but does supply chemicals. They also do NOT have a vacuum.									

Location No.	Location Name	Frequency	Clean restrooms	Vacuum Carpet & mats	Sweep & mop (or machine scrub) hard surface floors	Clean walls & doors	Collect trash (change liners as needed)
18	Globeville Recreation Center 4496 Grant Street Approximately 9,500 square feet of cleaning space	Daily	X		X	X	X
	Kitchen / Break Area	Daily			X	X	X
	Restrooms	Daily	X				
Restroom cleaning includes: clean and disinfect toilets & urinals (interior & exterior), clean and disinfect sinks, countertops, partitions and fixtures; clean mirrors and metal; sweep & mop (with disinfectant) floors, restock dispensers, collect trash (including feminine hygiene disposal containers) and change liners. Clean walls and doors weekly.							

Location No.	Location Name	Frequency	Clean restrooms (including those in Locker Rooms)	Clean locker rooms / Family changing rooms	Sweep and mop hallways	Sweep and mop stairs	Wipe down handrails	Clean elevator interior and doors	Vacuum Carpet & mats	Sweep & mop (or machine scrub) hard surface floors	Sweep & mop floors (do not machine scrub)	Mop or machine scrub other floor areas	Spot clean entrance glass	Spot Clean walls & doors	Clean drinking fountains	Collect trash (change liners as needed)	Spot clean glass	Dust	Clean desktops / office furniture	High Dusting	Wipe down counters & appliances	Wipe down tables & chairs	Spot Clean mirrors	Wipe down exercise equipment & benches	Floor stripping and waxing	Scrub / buff floors	Scrub shower and locker room floors	
19	Martin Luther King Recreation Center	Daily	X	X																								
	Lobby / Reception Area	Monthly							X	X			X	X	X	X										X	X	
	Office Area	Daily							X	X						X	X											
		Monthly																			X							
		Weekly																										
	Kitchen/Multipurpose Room/ Family Lounge/Break Room	Daily								X				X	X	X						X	X					
	Cardio / Weight Room	Daily							X	X				X	X	X												
	Hallways and Stairs	Daily			X	X	X	X																				
	Gym	Daily										X	X															
	Miscellaneous: Carpet Cleaning, Floor Stripping & Waxing	Annually																							X			

Exhibit D

EXHIBIT D

Contractor provided equipment

Per the 0612A RFP, the contractor shall provide the following:

brooms, brushes, sponges, scrubbing pads, spray bottles, disposable gloves, scraping tools, general cleaning and disinfecting chemicals, mops, pails, mop buckets, carts, wheeled trash barrels, wax, floor stripping chemicals, floor finish, floor pads, waxing machines, vacuum cleaners and vacuum bags, rotary buffers, dust cloths, mops and dust wands for Venetian blind dusting

During site visits the specific large machines owned by the City were identified, thus the following table illustrates equipment maintenance and ownership responsibility:

Item	Qty Provided by Contractor	Qty Provided by City	Routine operator maintenance responsibility (cleaning filters, oiling components, etc)	Preventive maintenance and repair (replacement of motors, batteries, failed electronics, etc)
All non-powered cleaning tools including: hand tools, buckets, mops, sponges, chemicals, bottles, applicators, dusters, rags, brushes, pails, carts, trash barrels, etc	All necessary	None required, but may be available for use by Contractor	Contractor	Contractor
Backpack and other corded vacuum cleaners	All necessary	None	Contractor	Contractor
Floor buffers (corded machine)	All necessary	See Note 1	Contractor	Contractor
Floor polishers (corded machine)	All necessary	See Note 1	Contractor	Contractor
Wet/Dry vac	All necessary	See Note 1	Contractor	Contractor
Carpet extractors	All necessary	See Note 1	Contractor	Contractor
Wet floor signs to mark floors wet due to cleaning operations	All necessary		Contractor	Contractor
Wet floor signs to mark floors wet due to weather events		All Necessary	City/Contractor	City

Autoscrubbers (battery powered)	1 riding or 2 walk behind for Lindsay Flanigan. 1 riding or 2 walk behind for Webb Building.	At least 1 for the City and County Building	Contractor (See Note 1)	Contractor, except for City and County where City owns machine. (See Note 1)
Battery Powered Floor Polishers		At least 1 for the City and County Building	Contractor (See Note 1)	City (See Note 1)

Note 1 – Maintenance of City Owned Equipment

The RFP 0612A specified:

Many facilities have City-owned floor scrubbing machines onsite, however the City does not have a firm list of these. Proposers shall anticipate having to provide all equipment at all locations. The Contractor’s employees will be allowed to use these machines after receiving training on their operation and maintenance. The Contractor will be expected to properly maintain the machines, which remain the property of the City. Maintenance may include, but not be limited to, charging batteries, cleaning filters, etc.

Due to limited storage space, reducing cost to the City by avoiding purchase of duplicate equipment, and offering equipment that will yield the highest quality and productivity possible for the cleaners, Contractor may use City provided cleaning equipment when available. Site visits documented each facility had different quantities and types of equipment available.

For City owned or provided equipment, Contractor shall perform the daily cleaning and maintenance tasks, such as cleaning filters, charging the equipment, cleaning out the tanks, cleaning the equipment casing, tightening nuts and bolts on handles and wheels, etc, replacing brushes and squeegees. City shall perform, for City owned equipment, the necessary maintenance that is typically done by a trained and specialized equipment mechanic, such as replacing fans, motors, belts, failed batteries, failed charging systems, electrical repairs, etc. Contractor’s suppliers, with City authorization, may be utilized and billed back at cost for these repairs – or the City may perform the repairs. Contractor shall notify the City of all necessary repairs and cooperate and coordinate with City.

Corded buffers, vacuums, and floor polishers that are cost-prohibitive to be repaired may be replaced by the City or the Contractor. When replaced by the Contractor, the replacement equipment shall be owned by the Contractor. City shall clear or allow Contractor to clear storage facilities of all non-functional retired equipment.

Note 2 – Battery Powered Scrubbers and Equipment

While not specifically listed in the RFP as necessary equipment, battery powered autoscrubber and polishing equipment is needed to effectively execute the contract. At the time of RFP site visits, the City

owns two new battery powered floor machines at the City and County building, including one Chariot scrubber and one Chariot polisher. These are currently used both by the Contractor and the City utility crew. It is assumed these will be made available to the Contractor and maintenance will be done per Note 1 above.

At the time of the RFP, there are scrubbers at the Webb Building and Lindsay Flanigan . They are not marked with a company or City logo, but it is assumed they are owned by the previous Contractor. Per Schedule B, Contractor shall provide battery powered scrubbers at these sites.

While some other sites, such as Recreation Centers, may have City owned battery powered autoscrubbers, neither the City nor the Contractor are required to provide battery powered autoscrubbers to these sites. Either party may, at their own option, provide the equipment. And, this is the type of equipment that may be purchased by the Contractor or City under the approval and procedural processes of Pricing Section 4, *Additional equipment, innovative use of technology, innovation.*

Exhibit E



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/23/2014

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 be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Wright Group, Inc. 1873 S Bellaire St Ste 600 Denver CO 80222	CONTACT NAME: Jill Russo PHONE (A/C No, Ext): 719-354-4304 E-MAIL ADDRESS: jrusso@twgservices.com	FAX (A/C, No): 719-354-4112
	INSURER(S) AFFORDING COVERAGE	
INSURED Roth Property Maintenance LLC 1190 S Cherokee St #1 Denver CO 80223	ROTHP-1	INSURER A: EMC INSURER B: PINNACOL ASSURANCE INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 17751424** **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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	5X23326	1/1/2015	1/1/2016	EACH OCCURRENCE \$1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1000000 GENERAL AGGREGATE \$2000000 PRODUCTS - COMP/OP AGG \$2000000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	5X23326	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	5X23326	1/1/2015	1/1/2016	EACH OCCURRENCE \$5000000 AGGREGATE \$5,000,000 Pers/Adv Injury Limit \$5,000,000
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	3537260	3/1/2014	3/1/2015	<input checked="" type="checkbox"/> PER-STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

City and County of Denver, its elected and appointed officials, employees and volunteers are named as additional insureds as respects the above referenced liability policy as required by written contract. A waiver of subrogation in favor of City and County of Denver applies to General Liability, Auto Liability, Excess Liability and Workers' Compensation.

CERTIFICATE HOLDER

CANCELLATION


City and County of Denver Denver Risk Management 201 W Colfax Ave, Dept 1105 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 
---	--

Exhibit F

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to contracts with others in connection with this project, or the work to be performed thereunder, or the Technical Specifications and Plans accompanying the same, shall in any way affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or contracts, or to the work, or to the Technical Specifications and Plans.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this
1st day of January, 2015.

Attest:

Secretary

Contractor

By:

President
Travelers Casualty and Surety Company of America
Surety

By:

Kimberly C. Rossi
Attorney-In-Fact

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond).

APPROVED AS TO FORM:
Attorney for the City and County of
Denver

By:

Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF
DENVER

By:

MAYOR

By:

EXECUTIVE DIRECTOR OF GENERAL
SERVICES



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 228504

Certificate No. 006102457

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Kimberly C. Rossi, Anna Jeanne Perko, Bethany A. Haight, and Jill Russo

of the City of Denver, State of Colorado, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of September, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 18th day of September, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1ST day of JANUARY, 20 15.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Exhibit G

CUSTODIANS

Last Revision: 09-06-2012
Effective: 12-06-2013

<u>Classification</u>	<u>Base Wage</u>	<u>Fringes</u>
Custodian I	\$13.53/hour	\$3.95 SINGLE \$5.43 2-PARTY \$6.65 FAMILY
Custodian II	\$13.88/hour	\$4.01 SINGLE \$5.49 2-PARTY \$6.71 FAMILY

Benefits and Overtime

Parking	With valid receipt from approved parking lot, employees are reimbursed the actual monthly cost of parking.
RTD Bus Pass	Employer will provide employees with the Bus Pass or pay (\$0.11) per hour for travel differential.
Shift Differential	2nd shift (2:30 p.m.-10:30 p.m.): \$.50/hr 3rd shift (10:31 p.m.-6:30 a.m.): \$1.00/hr.
Overtime	Time worked in excess of seven and one-half (7 ½) hours in one (1) day or in excess of thirty-seven and one-half (37 ½) hours in one week shall constitute overtime and shall be paid for at the rate of time and one-half (1 ½) at the employee's basic straight time hourly rate of pay.
Lunch	Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.
Note	The Career Service Board in their public hearing on March 15, 2007 approved to amend prevailing wages paid to the Custodian as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification."

Position Descriptions:

Custodian I	Any employee performing general clean-up duties using equipment that does not require special training: i.e., dust mopping, damp mopping, vacuuming, emptying trash, spray cleaning, washing toilets, sinks, walls, cleaning chairs, etc.
Custodian II	Any employee performing specialized cleaning duties requiring technical training and the use of heavy and technical equipment, i.e., heavy machine operators floor strippers and waxers, carpet shampooers, spray buffing, re-lamping, mopping behind machines, high ladder work, chemical stripping and finishing of stainless steel.

Exhibit H

EXECUTIVE ORDER NO. 136

TO: All Departments and Agencies Under the Mayor

FROM: John W. Hickenlooper, Mayor

DATE: May 21, 2009

SUBJECT: Non-displacement of Qualified Workers under City Service Contracts

Purpose: When a city service contract expires, and a follow-on contract is awarded for the same service, at the same location, the successor contractor or its subcontractors often hires the majority of the predecessor's employees. On some occasions, however, a successor contractor or its subcontractors hires a new work force, thus displacing the predecessor's employees.

The City and County of Denver's procurement interests in economy and efficiency are served when the successor contractor hires the predecessor's employees. A carryover work force reduces disruption to the delivery of services during the period of transition between contractors and provides the City and County of Denver benefits of an experienced and trained work force that is familiar with the city's personnel, facilities and requirements.

- 0.0 **Applicable Authority.** The applicable authority relevant to the provisions and requirements of this Executive Order is found in § 2.2.10 (A) and (C) of the Charter of the City and County of Denver, as well as in the Mayor's authority to make and enforce contracts on behalf of the City and County of Denver as set forth in §§ 2.2.3 and 2.2.4 of the Charter.

- 1.0 **Policy.** It is the policy of the City and County of Denver that city service contracts and solicitations for such contracts shall include a clause that requires the contractor, and its subcontractors, under a contract that succeeds a contract for performance of the same or similar services at the same location, to offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of the award of the successor contract, a right of first refusal of employment under the contract in positions for which they are qualified. There shall be no employment openings under the contract until such right of first refusal has been provided. Nothing in this order shall be construed to permit a contractor or subcontractor to fail to comply with any provision of any other Executive Order or other applicable laws and policies.

2.0 **Applicability.** As used in this Executive Order, the term “city services contract” shall mean a contract entered into directly by the City and County of Denver with a private contractor to provide maintenance or operational services to a city building or facility, and to which either the city’s Living Wage Ordinance (Sec. 20-80, D.R.M.C.) or the city’s Prevailing Wage Ordinance (Sec. 20-76) otherwise applies; to wit, this Executive Order shall apply to contracts for the performance of work by the following types of service employees only:

- A. Parking lot attendant.
- B. Security guard.
- C. Child care worker at any public building or public parking facility owned by the city.
- D. Clerical support worker.
- E. Janitors or custodian, including window washers and other similar janitorial or custodial work.

3.0 **Authority to Exempt Contracts.** If the head of any department or agency finds that the application of any of the requirements of any requirement of this Executive Order would not serve the purposes of this order or would impair the ability of the City and County of Denver to procure services on an economical and efficient basis, the head of such department or agency may exempt its department or agency from the requirements of any or all of this Executive Order with respect to a particular city services contract or any class of city services contracts.

4.0 **Contract Clause.** The following contract clause shall be included in solicitations for city service contracts that succeed contracts for performance of the same service at the same location and in the contract itself:

“NONDISPLACEMENT OF QUALIFIED WORKERS

“(a) Consistent with the efficient performance of this contract, the contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors shall determine the number of employees necessary for efficient performance of the work. Except as provided in paragraph (b) there shall be no employment opening under this contract, and the

contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation. The contractor and its subcontractors shall make an express offer of employment to each employee as provided herein and shall state the time within which the employee must accept such offer, but in no case shall the period within which the employee must accept the offer of employment be less than 10 days.

“(b) The contractor shall retain, for a ninety (90) day transition employment period, qualified employees who have exercised their right to accept employment with the contractor as provided in paragraph (a) of this section. During the ninety (90) day transition employment period, the contractor shall not discharge without cause an employee retained pursuant to this section. For purposes of this section, the term “cause” shall include, but not be limited to, the employee’s conduct while employed under the predecessor contract that may have contributed to any decision to terminate the predecessor contract. At the end of the ninety (90) day transition employment period, the contractor shall perform a written performance evaluation for each service employee retained pursuant to this section. If the employee’s performance during such ninety (90) day period is satisfactory, the contractor shall offer the employee continued employment under the terms and conditions established by the contractor or as required by law; provided, however, nothing in this section shall be construed to create any right or entitlement to continued employment by the contractor for any particular period of time in excess of the ninety (90) day transition employment period.

“(c) Notwithstanding the obligation under paragraph (a) above, the contractor and any subcontractors (1) may employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (2) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of Section 3.0 of Executive Order No. 136, and (3) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee’s past performance, has failed to perform suitably on the job.

“(d) The contractor shall, not less than 10 days before completion of this contract, furnish the contract administrator a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service

employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The contract administrator will provide the list to the successor contractor, and the list shall be provided on request to employees or their representatives.

“e) If it is determined that the contractor or its subcontractors are not in compliance with the requirements of this clause, appropriate sanctions may be imposed and remedies invoked against the contractor or its subcontractors, as provided in this contract.

“(f) In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract shall also include provisions to ensure that the subcontractor will provide the contractor with the information about the employees of the subcontractor needed by the contractor to comply with paragraph (c) above. The contractor will take such action with respect to any such subcontract as may be directed by the contract administrator as a means of enforcing such provisions, including the imposition of sanctions for non-compliance: provided, however, that if the contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the contractor may request that the city enter into such litigation to protect the interest of the city.”

5.0 **Enforcement.** The head of the department or agency administering a particular city service contract is responsible for receiving any complaints, investigating, and obtaining compliance with this Executive Order and any contractual provision entered into pursuant to this order.

6.0 **Severability.** If any provision of this Executive Order, or the application of such provision to any person or circumstance, is held to be invalid, the remainder of this order and the application of the provisions of such to any person or circumstance shall not be affected. Thereby.

7.0 **General Provisions.**

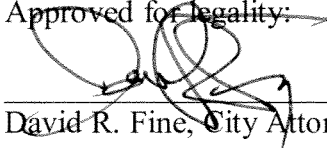
7.1 Nothing in this Executive Order shall be construed to impair or otherwise affect the authority granted by law to any department or agency of the city.

- 7.2 This Executive Order shall be implemented consistent with applicable law and subject to the availability of appropriations.
- 7.3 This Executive Order is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the City and County of Denver, its departments, agencies, officers, employees, agents, or any other person.

8.0 **Effective Date.** This order shall become effective immediately and shall apply to solicitations for city service contracts issued on or after the date set forth above.

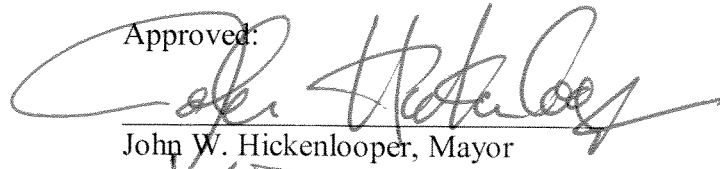
[Rest of page left intentionally blank.]

Approved for legality:




David R. Fine, City Attorney

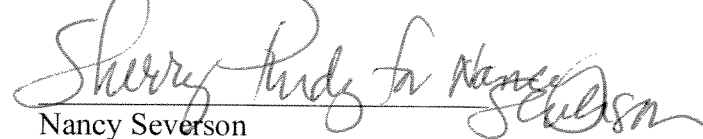
Approved:



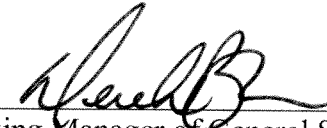
John W. Hickenlooper, Mayor



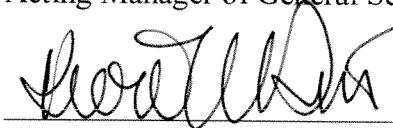
Kim Day
Manager of Aviation



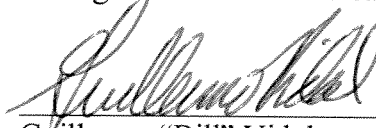
Nancy Severson
Manager of Environmental Health



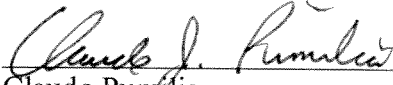
Acting Manager of General Services



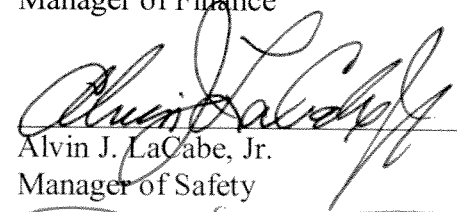
Kevin Patterson
Manager of Parks & Recreation




Guillermo "Bill" Vidal
Manager of Public Works



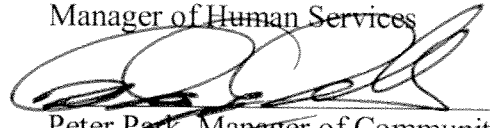
Claude Pumilia
Manager of Finance



Alvin J. LaCabe, Jr.
Manager of Safety



Patricia Wilson Pheanious
Manager of Human Services



Peter Park, Manager of Community
Development and Planning