

AGREEMENT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **SATELLITE SHELTERS, INC.**, a Wyoming corporation whose address is 2530 Xenium Lane N, Suite 150, Minneapolis, MN 55441 (the “Contractor”), jointly (“the Parties”).

RECITALS

A. Contractor was awarded a Local Government Purchasing Cooperative BuyBoard® contract, Proposal Invitation 637-21, for the manufacture and sale of modular buildings, and services related thereto (the “Cooperative Purchasing Agreement”).

B. The City desires to purchase modular buildings from the Contractor and for Contractor to provide services related thereto, as set forth herein.

C. The Contractor desires to sell modular buildings to the City and to provide services related thereto, as set forth herein.

D. Pursuant to Denver Revised Municipal Code Section 20-64.5, the Executive Director of the City’s Department of General Services (“General Services” or the “Department”) has determined that the purchase of the modular buildings, and services related thereto, are in the best interests of the City, and has authorized the purchase of such goods and related services pursuant to the Cooperative Purchasing Agreement.

The Parties agree as follows:

1. **COORDINATION AND LIAISON:** The Contractor shall fully coordinate all services under this Agreement with the Executive Director of General Services (“Executive Director”) or, the Executive Director’s Designee.

2. **TERM:** This Agreement will commence on November 1, 2023, and will expire on December 31, 2024 (the “Term”). The Term may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Executive Director.

3. **RESERVED.**

4. **GOODS:**

a. Goods must be new and in first class condition and must be warranted in the same manner and to the same extent as normally provided to other customers of [Contractor]. Additionally, goods must conform to the highest standards of manufacturing practice, including containers suitable for shipment and storage. Unless otherwise specified, “factory seconds,” “refurbished”, or otherwise inferior items are not acceptable. All services must comply with applicable industry standards.

5. WORK TO BE PERFORMED:

a. As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all of the work and produce all the deliverables identified as Contractor Responsibilities set forth on **Exhibit A, Delineation of Responsibilities**, to the City's satisfaction. Items marked as "NIC" on **Exhibit A** are not applicable to this Agreement.

b. The Contractor is ready, willing, and able to provide the work required by this Agreement.

c. The Contractor shall faithfully perform the work in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in this Agreement and in accordance with the terms of this Agreement.

d. All Contractor personnel must conduct themselves in an orderly and disciplined manner while engaged in the performance of the work both on and off of the work site. Should any Contractor personnel behave in a disorderly manner or be abusive to others by language or actions while engaged in the performance of the work either on or off the work site, and if the Contractor fails to properly discipline the offender and provide satisfactory assurance that such behavior will not recur, the City is authorized to demand that the Contractor no longer assign the offender to any City work. Upon such written demand, the Contractor shall promptly remove that individual from the work site.

e. The Contractor shall assign an adequate number of qualified, competent workers to each task to complete the work on schedule and in accordance with this Agreement. If the City believes that the work is not proceeding satisfactorily or may not be satisfactorily completed in the allotted time because the Contractor has not employed an adequate number of qualified, competent workers, at no additional cost to the City, the Executive Director may require the Contractor to employ additional qualified, competent workers, at no additional cost to the City, to raise the rate of progress to an acceptable level.

f. The Contractor is required to possess the appropriate contractor licenses pertaining to the work to be performed. The Contractor shall obtain and pay for, in a timely manner, all required business licenses, permits (transport only) and certificates. The Contractor shall obtain and pay for all licenses, permits (transport only) or approvals required in the prosecution of the work.

g. Under no circumstances except for safety will the Contractor be permitted to post any signs without the written approval of the Executive Director or designee.

h. The Contractor shall have all necessary resources available to complete the work as directed by the City during the Term, in accordance with the terms and conditions of this Agreement. The Contractor agrees to and shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to perform and complete all of the work in accordance with the terms and conditions set forth herein.

i. The Contractor shall keep the work site and the surrounding premises free of accumulated waste materials at all times. Accumulations of mud or debris that are tracked onto areas adjacent to the work site, by equipment of the Contractor or any subcontractor, must be removed promptly and not allowed to create a hazard or an unsightly condition.

j. The Contractor is responsible for the health and safety of each and every person on or at the work site. The Contractor shall take all necessary and reasonable precautions and actions to protect all such persons from injury, death or loss.

k. The Contractor shall make every reasonable effort to fully coordinate the work with any City agency or any person or firm under contract with the City doing work which affects the Contractor's work. The Contractor agrees to allow the City to review any of the procedures used by it in doing the work under this Agreement and to make available for inspection all notes and other documents used in performing the work.

l. **Work Order Notice:** As the Department determines the need and availability of funding for each project, the City will issue a written Work Order to the Contractor detailing the nature and extent of goods and services to be provided, the location of the project, and the timeframes within which the project is to be performed, with a projected amount to be paid to the Contractor (the "Work Project Amount") based on the work items described in the Delineation of Responsibilities in **Exhibit A** and the rates set forth in **Exhibit B**. The Work Order form is attached hereto as **Exhibit C** and incorporated herein. The Contractor acknowledges and affirms that the City may rely upon **Exhibit B** in the preparation of Work Order(s) as provided herein. The Contractor shall, within three (3) business days and in good faith, confirm the scope of services detailed therein and the associated Work Project Amount, all of which must be in accordance with the terms and conditions of this Agreement, and respond back in writing to the Department as to the Contractor's ability to initiate and complete the project in the timeframes specified in the Work Order. The Contractor assumes all responsibility and risks, including any additional work or additional costs, for failure to confirm the completeness and accuracy of the Work Order and the Work Project Amount. Confirmation includes, but is not restricted to, inspections of the project site and inquiries with the Department as to any directions or specifications in the Work Order which are not clear. Upon the Contractor confirming the Work Order, with or without changes or corrections, the Department will notify the Contractor to proceed on the assigned project and acknowledging or denying any corrections or changes to the Work Order or Work Project Amount requested by the Contractor.

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

n. Time is of the Essence: The work is time sensitive. The Contractor acknowledges and affirms that it is imperative that the Contractor exercise due diligence and actively and expeditiously undertake all measures necessary: 1) in initiating, making good progress, and completing the work, all within the timeframes specified in this Agreement, and 2) in promptly and fully correcting or completing any work noted in a Notice of Deficiency. Failure or refusal by the Contractor to timely initiate, make good progress, or complete the work may result, at the discretion of the Executive Director or their designee, in termination of this Agreement.

Contractor's delivery of the Equipment may be subject to delays in manufacture or delivery due to circumstances beyond the Contractor's reasonable control and which prevents the manufacture of the Equipment or of deliveries in the normal course of business ("Force Majeure"), such circumstances to include fire, flood, windstorm, riot, civil disobedience, strike (other than strike of Contractor's personnel), freight embargoes, failure to secure materials from the usual source of supply, Act of God, delays by regulatory authorities. When the Contractor is unable to carry out such manufacture or delivery due to Force Majeure, this Agreement will remain in effect but such obligation will be suspended for the period necessary as a result of the Force Majeure, provided that: to the extent reasonably possible, the Contractor gives the City prompt written notice describing the particulars of the Force Majeure, including the nature and date of the occurrence and the expected duration of the Force Majeure; the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and the Contractor uses commercially reasonable efforts to remedy its inability to perform. If the Force Majeure continues for a period of 10 business days or more, the City will have the right to terminate this Agreement by providing the Contractor with written notice.

o. Protection of Property: If the Contractor or its employees, agents, or subcontractors destroy or damage any property, public or private, the Contractor shall promptly repair or replace such property, to the reasonable satisfaction of the Executive Director, before the City will accept or pay for the work performed. If the Contractor fails to make such repairs or replacement, the Executive Director or their designee may, at the Executive Director's or their designee's discretion, undertake such repair or replacement and deduct the cost of the same from amounts payable to the Contractor under this Agreement.

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

q. Prohibition on Use of CCA-Treated Wood Products: The use of any wood products pressure-treated with chromated copper arsenate (CCA) is prohibited. Examples of

CCA-treated wood products include wood used in play structures, decks, picnic tables, landscaping timbers, fencing, patios, walkways and boardwalks.

r. Waiver of Part 8 of Article 20 of Title 13, Colorado Revised Statutes:

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

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

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

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

6. INTERFERENCE: The Contractor shall notify the Executive Director promptly but in no event more than one (1) calendar day of any condition that may interfere with the

performance of the Contractor's obligations under this Agreement and confirm such notification in writing within two (2) business days. The City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies the City may possess.

7. STORAGE OF GOODS: If any shipment is delayed at City's request, the Contractor shall have the right to: (i) store the goods at a location acceptable to the Contractor; (ii) insure the goods during any period of storage; (iii) commencing thirty calendar days after the goods have been in storage, charge the City such costs as are set forth on **Exhibit B Schedule 2, Storage Pricing**, which City shall reimburse to the Contractor upon receipt of an invoice for the same; and/or (iv) arrange for the shipment of the goods from the applicable storage location to the City's project site, all transport F.O.B. destination. Contractor agrees to hold the Equipment at no charge to the City for up to thirty (30) days, and thereafter may charge the City \$150/per floor, per month after the initial thirty (30) days, as specified in Exhibit B Schedule 2.

8. SHIPPING; CHARGES: All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with the Contractor's name, the Purchase Order number, and contain a delivery or packing slip. The Contractor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. The Contractor shall notify City in writing of any price decreases immediately, and the City shall receive the benefit thereof on all unshipped items. The Contractor shall comply with any additional delivery terms specified herein. The Contractor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. The Contractor shall pay all sales and use taxes levied by the City on any tangible personal property built into the goods/services. The Contractor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

9. RISK OF LOSS: The Contractor shall bear the risk of loss, injury or destruction of goods prior to delivery to the City. Loss, injury or destruction shall not release the Contractor from any obligation hereunder. All risk of loss and damage will pass from the Contractor to the City upon delivery and set-up of the Equipment to the jobsite, subject to warranties.

10. INSPECTION AND ACCEPTANCE: The City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. The Contractor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. The City's failure to accept or reject goods/services shall not relieve Contractor from its responsibility for such goods that are defective or do not meet specifications nor impose liability on City for such goods. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Contractor's expense; or reject and return the goods at Contractor's cost and/or reject the services at Contractor's expense for full credit. Any rejected goods are not to be replaced without written authorization from the City, and any such replacement shall be on the same terms and conditions contained in this Agreement.

The City will have three (3) business days after delivery to notify the Contractor of any patent defects or deficiencies in the Equipment. Contractor shall promptly either correct, repair, or replace these items (the decision to correct, repair or repair at Contractor's option). By taking delivery and failing to provide notice of a defect or deficiency in accordance with the immediately preceding sentence, City acknowledges that the Equipment does not have any patent defects or deficiencies. This Section does not limit the warranty set forth in Section 11.

The Contractor shall permit these inspectors unlimited access to the work and provide means of safe access to the work, which cost shall be included in the Contractor's price for the work. In addition, the Contractor shall provide whatever access and means of access are needed to off-site facilities used to store or manufacture materials and equipment to be incorporated into the work and shall respond to any other reasonable request to further the inspector's ability to observe or complete any tests. Such inspections shall not relieve the Contractor of any of its quality control responsibilities or any other obligations under this agreement. All inspections and all tests conducted by the City are for the convenience and benefit of the City. These inspections and tests do not constitute acceptance of the materials or work tested or inspected, and the City may reject or accept any work or materials at any time prior to the inspections, whether or not previous inspections or tests were conducted by the inspector or a City representative.

11. WARRANTY: The Contractor warrants and guarantees to the City that all goods furnished under this Agreement are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. The Contractor also warrants that its workers will be sufficiently skilled to produce quality work that is free of faults and defects. For any goods furnished under this Agreement which become defective within twelve (12) months (unless otherwise specified) after date of receipt by the City, the Contractor shall either, at the City's election and to the City's satisfaction, remedy any and all defects or replace the defective goods at no expense to the City within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. The Contractor shall be fully responsible for any and all warranty work, regardless of third-party warranty coverage. The Contractor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

12. COMPENSATION AND PAYMENT:

a. Budget: The City shall pay and the Contractor shall accept as the sole compensation for goods provided, services rendered, and costs incurred under this Agreement the line item amounts set forth in **Exhibit B**. The amounts set forth in **Exhibit B** reflect the costs associated with a single modular building. The City anticipates it may order, but is not obligated to order, up to fifteen modular units during the Term at the per-Unit cost reflected on **Exhibit B**. Amounts billed may not exceed the budget set forth in **Exhibit B**. The Parties acknowledge that the Cooperative Purchasing Agreement expires on February 29, 2024. Notwithstanding the anticipated expiration of the Cooperative Purchasing Agreement prior to the expiration of the Term, the Contractor agrees to honor the pricing set forth in the Cooperative Purchasing Agreement, as reflected in this Agreement, during the Term. In the event the Contractor is awarded a new cooperative purchasing agreement after expiration of the current Cooperative Purchasing Agreement, and such new cooperative purchasing agreement contains lower prices than the

Cooperative Purchasing Agreement, the Contractor agrees to allow the City to purchase at the pricing established in the new cooperative purchasing agreement at such time as the new Cooperative Purchasing Agreement becomes effective, until expiration of the Term.

b. Reimbursable Expenses: There are no reimbursable expenses allowed under this Agreement. All of the Contractor's expenses are contained in the budget in **Exhibit B**.

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

d. Conditions of Payment: Payment shall be made upon satisfactory completion of the work in accordance with this Agreement. A properly issued and signed final receipt and lien waiver shall be a condition precedent to any obligation for the City to make final payment for work performed by the Contractor. The request for payment submitted by the Contractor must fully document and itemize the work rendered and all equipment, supplies, materials, labor, and other authorized and actually incurred costs. The request for payment shall affirmatively represent that: i) all of the work has been fully performed and completed and any Deficiency Notice issued by the City has been satisfied; ii) no claims, liens, or amounts owed to employees, suppliers, or materialmen are outstanding; iii) all rights, title and interests to the materials or improvements provided or installed as the result of the work have transferred to the City; and iv) no interest or encumbrance of any kind associated with the work will be asserted, has been acquired, or will be made by the Contractor or any other person or entity. If the request for payment does not contain these representations, the representations are hereby deemed to contain them. The request for payment must be approved by the Executive Director or their designee in writing in order to be eligible for compensation under this Agreement.

e. Maximum Contract Amount:

(1) Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed **FOUR MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$4,250,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at the Contractor's risk and without authorization under this Agreement.

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

f. ARPA Provisions: The Contractor agrees and acknowledges that some or all of the funds encumbered by the City to pay for the services described herein have been provided

in accordance with Section 603(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021) (along with all rules and regulations promulgated thereunder, “ARPA”). The parties acknowledge that all funding from ARPA (collectively, “ARPA Funds”) may only be used to cover those eligible costs incurred by the City during the period that begins on March 3, 2021, and ends on December 31, 2024:

(1) To respond to the public health emergency with respect to the Coronavirus Disease 2019 (“COVID-19”) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or to aid impacted industries such as tourism, travel and hospitality;

(2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the City that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;

(3) For the provision of government services to the extent of the reduction in revenue of the City due to the COVID-19 public health emergency relative to the revenues collected in the most recent full fiscal year of the City prior to the emergency; or

(4) To make necessary investments in water, sewer, or broadband infrastructure.

The Contractor shall only utilize ARPA Funds for the purposes described in the Delineation of Responsibilities attached as **Exhibit A**. The Contractor agrees and acknowledges that, as a condition to receiving the ARPA Funds, it shall strictly follow the Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto and incorporated herein as **Exhibit E**. All invoices submitted by the Contractor to the City pursuant to this Agreement shall use “COVID-19” or “Coronavirus” as a descriptor for those costs that are paid by ARPA Funds to facilitate the tracking of Agreement-related spending related to COVID-19. The Contractor shall segregate and specifically identify the time and expenditures billed to the City on each invoice to allow for future review and analysis of COVID-19 related expenses. To avoid an unlawful duplication of federal benefits, the parties agree and acknowledge that the services and/or goods provided by the Contractor for which ARPA Funds are used shall not, to the extent that ARPA Funds are used, also be paid for or reimbursed by monies provided under any other federal program.

The City agrees and acknowledges that it shall obligate the use of ARPA funds for the services performed and/or good provided by the Contractor under this Agreement no later than December 31, 2024. The Contractor agrees and acknowledges that all services performed and/or goods provided by the Contractor using ARPA Funds must be performed and/or provided, respectively, by the Contractor no later than December 31, 2026. Further, the Contractor agrees and acknowledges that payment for all services performed and/or goods provided by the Contractor using ARPA Funds must be provided by the City to the Contractor no later than December 31, 2026. As such, the Contractor shall invoice the City not later than November 1, 2026, for all work performed pursuant to this Agreement for which ARPA Funds will be used to enable sufficient time for the City to review, process, and pay such invoice no later than the

performance deadline prescribed in ARPA (the “Invoice Deadline Date”). Any invoice submitted by the Contractor after the Invoice Deadline Date for services performed and/or goods provided on or prior to December 31, 2026, may not be eligible to be paid by ARPA Funds, and, to the extent that ARPA Funds are not available to pay such invoice, partially or in total, such invoice shall only be paid subject to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement.

To the extent that the Contractor’s services hereunder contemplate the spending of ARPA Funds, the Contractor shall provide to the City information responsive to mandatory performance measures, including programmatic data sufficient to conduct oversight as well as understand aggregate program outcomes. Further, in providing the ARPA-required information to the City, to the extent possible, Contractor shall provide this programmatic data related to such services disaggregated by race, ethnicity, gender, income, and other relevant demographic factors as may be determined by the City. The Contractor shall insert the foregoing requirement into all subcontracts related to this Agreement, thereby obligating all subcontractors to the same reporting requirement as the Contractor.

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

14. TERMINATION:

a. Termination for Convenience of the City: The Executive Director or their designee, upon giving twenty (20) calendar days written notice (unless a longer period is given), may terminate this Agreement, in whole or part, when it is in the best interest of the City as determined by the Executive Director or their designee. To the extent that the Contractor has initiated or completed work for which the Contractor has not yet been compensated in accordance with this Agreement, appropriate compensation for all such authorized work shall be paid to the Contractor in accordance with this Agreement. It is expressly understood and agreed that if the City should terminate a Work Order for custom built Equipment at any time once the Equipment has gone into production, the City must pay to Contractor 100 percent of the purchase price for the Equipment that has gone into production. This Cancellation Fee is required because Contractor will incur damages that are difficult to ascertain as a result of such termination.

b. Termination, With Cause, by the City: The occurrence of any one or more of the following shall constitute a breach of this Agreement (“Breach”), for which the Executive Director may terminate Agreement, with cause, upon written notice to the Contractor:

(1) The Contractor fails or refuses, within three (3) calendar days of being notified, to expeditiously and actively undertake or substantially or timely perform its responsibilities and obligations or fails or refuses to make adequate progress in performing its responsibilities and obligations under this Agreement, provided that the failure or refusal to undertake, make good progress, or complete the work is not due to matters beyond the Contractor’s control such as weather disaster or persistent bad weather, floods, or other acts of God, civil unrest, acts of the public enemy, national calamity, or strike at a manufacturer or supplier for the project;

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

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

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

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

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

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

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

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

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

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

(12) The Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. **Compensation:** Upon termination of this Agreement by the City, with cause, under sub-section 14.b above, the Contractor shall be compensated for the services/work that the Executive Director or their designee determines to have been satisfactorily completed, except that the City shall be entitled to keep any unpaid amount owing to the Contractor to the extent that said amount or some portion of said amount is needed to compensate the City for: 1) the costs of releasing any liens or satisfying any claims related to the Contractor's work; and 2) the costs of paying a new contractor for those services necessary to complete or rectify the Contractor's work or to repair or replace any damaged or lost property caused by the Breach. The Contractor shall have no claim of any kind whatsoever against the City for any termination with cause, except for compensation for the Work satisfactorily performed as described herein.

d. **Remedies:**

(1) Termination. For any termination with cause of this Agreement, the City shall have the right to any or all of the following remedies through the courts or other means of legal recourse available to the City: a) cancellation of this Agreement; b) actual damages or costs caused by Breach by the Contractor; and c) recovery of costs incurred by the City itself in paying for the release of liens related to the Contractor's work or in completing or rectifying the Contractor's work or in retaining and compensating another contractor to complete or rectify the Contractor's work, to the extent not covered in sub-section 14.c. above. In any legal action brought by the Contractor, the Contractor shall not be entitled to recover any more than the full amount, not previously paid, of any services performed in whole or part by the Contractor. The City and the Contractor understand and agree that the rights of specific performance and to incidental, consequential, or punitive damages have been hereby expressly waived and released by both Parties.

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

15. **PAYMENT AND PERFORMANCE BONDS:** Without limiting or waiving any other responsibilities or obligations of the Contractor under this Agreement, the Contractor shall provide a payment and performance bond(s), an irrevocable letter of credit, or other performance guarantees in the amount of one hundred percent of the dollar value of the first Work Order upon approval of such Work Order. In the event the dollar amount of Work authorized under all Work Orders exceeds this amount, the Contractor shall provide properly executed bond Change Riders totaling the amount of all authorized Work Orders/Task Orders (the "Surety"). (the "**Surety**"). Bonds/Change Riders must be substantially in the form specified in **Exhibit F**, which is attached hereto and incorporated herein by reference. The form of letters of credit or other performance guarantees must be acceptable to the City Attorney. The Contractor shall deliver to the Executive Director, prior to the execution of this Agreement, a fully executed Surety which shall provide effective and sufficient financial assurance for the full and faithful performance of the Contractor's duties and obligations under this Agreement and the payment of bills for labor and materials for

the Work, along with appropriate powers of attorney. The Surety must be issued from a surety corporation or bank authorized to do business in the State of Colorado and which is acceptable to the City. Such Surety shall be payable to the City upon demand for the Contractor's failure to perform as required under this Agreement and/or failure to pay all amounts owed to laborers, mechanics, subcontractors, and materialmen for work performed or materials, supplies, rental items, tools, and equipment provided for the Work under this Agreement. The Surety shall also assure the repair or replacement of any work found to be defective or otherwise not in compliance with this Agreement. The Surety shall remain in effect or be promptly renewed or replaced by another Surety acceptable to the City during the Term and for a ninety (90) day period after the expiration or termination of this Agreement and any warranty period or other period prescribed by law. Satisfactory proof of renewal or acceptable replacement must be provided to the Executive Director at least sixty (60) days prior to the date of expiration or termination of the Surety. The Contractor's obligations set out in this paragraph shall survive the expiration or termination of this Agreement and failure to obtain or maintain said Surety shall be grounds for immediate termination. The fee charged by the Surety to the Contractor for such performance and payment bonds (if required) will be a passthrough to the City.

16. EXAMINATION OF RECORDS AND AUDITS: The Contractor shall maintain records of the documentation supporting the use of ARPA Funds in an auditable format, for the later of five (5) years after final payment on this Agreement or the expiration of the applicable statute of limitations. Any authorized agent of the City, including the City Auditor or his or her representative, and for ARPA Funds any authorized agent of the Federal government, including the Special Inspector General for Pandemic Recovery ("Inspector General") have the right to access, and the right to examine, copy and retain copies, at the official's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's use of ARPA Funds pursuant to this Agreement. The Contractor shall cooperate with Federal and City representatives and such representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of five (5) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of the use of ARPA Funds, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this section shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.

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

18. INSURANCE:

a. General Conditions: The 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. The Contractor shall keep the required insurance coverage in force at all times during the term of this Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. The 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: The Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Contractor certifies that the certificate of insurance attached as **Exhibit G**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the 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.

Upon delivery and set-up of the Equipment and once in the care, custody and possession of the City, the City accepts full responsibility and takes on all risk for any loss of or damage to the Equipment subject to any of the Equipment's warranties. The City agrees not to seek insurance under any policy issued to Contractor after the City has care, custody and possession of Equipment, subject to the Equipment's warranties.

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

d. Waiver of Subrogation: For all coverages required under this Agreement, the Contractor's insurer shall waive subrogation rights against the City.

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

considering the nature and scope of services provided.

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

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

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

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

19. DEFENSE AND INDEMNIFICATION:

a. The Contractor agrees to defend, indemnify, and hold harmless the City, its appointed and elected officials, agents and employees, from and against all third-party claims, actions, suits, liability, liens, loss and damage of any character, type, or description, including without limitation all expenses of litigation, court costs and attorney's fees, arising out of or related to (a) injury or death to any person or damage to any property related to the acts of the Contractor or its agents, subcontractors, or employees in the execution of or performance under this Agreement; and (b) the Contractor's negligence, misconduct, breach of contract or other failure to comply with its obligations in the execution or performance under this Agreement. In no event shall the Contractor's obligation to the City under this section be less than the amount the City pays the Contractor under this Agreement.

b. Without limiting the scope of Section 19.a., if any claim is asserted, or action or proceeding brought against the City that alleges that all or any part of the products or services supplied by the Contractor, in the form supplied or modified by the Contractor, or its subcontractors pursuant to the Contractor's sole directions, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the City, upon its awareness, shall give the Contractor prompt written notice thereof. The Contractor shall defend, and hold the City harmless, against any such claim or action and shall indemnify the City against any liability, damages and costs resulting from such claim. In addition, if, in any such suit

arising from such claim, the continued use of the product for the purpose intended is enjoined by any court of competent jurisdiction, the Contractor shall, at its expense and option, either (a) procure for the City the right to continue using the product; (b) modify the product so that it becomes non-infringing; (c) replace the product or portions thereof so that it becomes non-infringing; or (d) allow the City to return the product or cancel the service and refund the purchase price (less reasonable depreciation for use, if applicable.)

c. 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.

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

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

21. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under this Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property. All applicable taxes will be included as a separate line item on the invoice at time of billing and be the responsibility of the City, unless the City submits a Tax Exemption Certificate which must be acceptable to Contractor.

22. ASSIGNMENT; SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate this Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, subcontractor or assign.

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

24. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in this Agreement gives or allows any claim or right of action to any third

person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to this Agreement is an incidental beneficiary only.

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

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

27. CONFLICT OF INTEREST:

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

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

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

Executive Director of General Services or Designee
Department of General Services
201 W. Colfax Ave., Dept. 1110
Denver, Colorado 80202

With a copy of any such notice to:

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

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the

U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

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

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

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

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

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

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

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

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

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

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

39. CONFIDENTIAL INFORMATION:

a. City Information: The Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, the Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. The Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to the Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. The Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Contractor would to protect its own proprietary or confidential data. “Proprietary Data” shall mean any materials or information which may be designated or

marked “Proprietary” or “Confidential”, or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to the Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

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

41. AGREEMENT AS COMPLETE INTEGRATION: This Agreement is the complete integration of all understandings between the Parties as to the subject matter of this Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in this Agreement in writing.

42. AMENDMENTS: No oral representation by any officer or employee of the City at variance with the terms of this Agreement or any written amendment to this Agreement will have any force or effect or bind the City. Notwithstanding the foregoing, the Executive Director is authorized to change or amend this Agreement by a formal written change order. Any change or amendment that would cause the aggregate payable under this Agreement to exceed the amount appropriated and encumbered for this Agreement is expressly prohibited and of no effect. The Contractor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at the Contractor’s risk.

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

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

45. PREVAILING WAGE REQUIREMENTS:

A. The Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C., including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request

for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, the Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the contract were encumbered. A copy of the applicable prevailing wage rate schedule is attached as **Exhibit H** and incorporated herein by reference.

B. If contract opportunity was not advertised, date of written encumbrance: October 18, 2023.

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

D. The Contractor shall provide the Auditor with a list of all subcontractors providing any services under this Agreement.

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

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

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

46. FEDERAL PROVISIONS: Where the source of the funds, directly or indirectly for this Agreement, is the Federal Government, the Contractor agrees to the applicable provisions set out in **Exhibit I** attached hereto and incorporated herein. The Contractor shall be responsible for determining which terms are applicable to its products and/or services.

Exhibit List

Exhibit A – Scope of Work (Delineation of Responsibilities).

Exhibit B – Schedule 1 - Pricing/Budget.

Exhibit B – Schedule 2 - Storage Pricing

Exhibit C – Work Order Form

Exhibit D – Work Order Change Form

Exhibit E – Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

Exhibit F – Bond.

Exhibit G – Certificate of Insurance.

Exhibit H – Prevailing Wage

Exhibit I – Federal Provisions

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

Contract Control Number: GENRL-202370873-00
Contractor Name: SATELLITE SHELTERS, INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

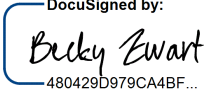
By:

By:

By:

Contract Control Number:
Contractor Name:

GENRL-202370873-00
SATELLITE SHELTERS, INC.

By:  _____

Name: Becky Zwart
(please print)

Title: Contracts Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

Delineation of Responsibilities

DATE 10/4/23



Rev Jan 09

PROJECT NAME: City & County of Denver

Name Jamie Cunningham/Mike Schmid

PROJECT DESCRIPTION: Mfg, deliver/set 24' x 64' Modular

Branch Denver Branch

LOCATION: Various locations/Denver, CO

Address 6680 E 896th Court
Commerce City, CO 80022

Phone 3203/288-7111

Fax

ITEM	RESPONSIBILITY			NOTES
	Satellite	Customer	N I C *	
Section 1, Design & Engineering				
A. Site inspection.		X		
B. Verification of local codes.		X		Building will meet State Codes/current IBC
C. Planning & zoning approval/submittal process.		X		
D. Soil tests, engineering reports.		X		Or Satellite will provide Fdn plan w/assumed 1500 psf
E. Site plan with existing utilities, structures, & location(s) of new structures/buildings.		X		
F. Provide suggested pier or foundation plan with anchoring locations, blocking points & KIP loads for development of engineered foundation, flush-to-grade piers, or dry-block set.	X			
G. Provide engineered foundation drawing including building anchoring system.	X			
H. Provide modular building drawings for owner or owner's representative.	X			
I. Provide color submittals to owner or owner's representative for interior/exterior selections.	X			
J. Provide drawings detailing stub-down locations for sewer, water, & electrical. At time of award, based on actual buildings available.	X			
K. Provide sprinkler system design/system.			X	
L. Provide fire alarm system design/system.			X	
M. Other drawings.			X	
Section 2, Contractual				
A. Bid bond.			X	
B. Performance/Payment bond.			X	
C. Corporate certification.			X	
D. Contractor's qualification statement.			X	
E. Liquidated (or other) damages.			X	
F. Insurance: General Liability			X	
G. Insurance: Transportation	X			
H. Insurance: Property	X			
I. Insurance: Builder's Risk	X			
J. Insurance: Workman's Compensation	X			
K. Taxes: Sales.			X	
L. Taxes: Use or Excise.			X	
Section 3, Permits, Fees, & Inspections				
A. Bldg. module transportation permits & fees.	X	X		Freight permit only included
B. Bldg. permit application & inspection.		X		
C. Bldg. permit fee.		X		
D. Sewer, water, & gas permits & inspection.		X		
E. Electrical permit & inspection.		X		
F. Department of Health inspection		X		
G. Fire Marshal inspection.		X		
H. Certificate of Occupancy inspection.		X		
I. Assessed sewer & water access charges/fees.		X		
J. Other miscellaneous fees/inspections		X		

EXHIBIT A

ITEM	RESPONSIBILITY			NOTES
	Satellite	Customer	N I C *	
Section 4, Site Preparation				
A. Site clearing & demolition.		X		
B. Setup underground utility & obstruction location.		X		
C. Legal Survey with location stakes		X		
D. Stake building footprint		X		
E. * Site prep, grading, & soil removal.		X		
F. ** Fill & compaction for suitable soil bearing.		X		
G. Ensure bldg. module(s) site access.		X		
H. Ensure bldg. module(s) staging area. If building site is not ready and additional equipment or trucks has to stage, additional charges will apply.	X	X		May use Satellite yard if needed
I. Storm water mgmt. & erosion control.		X		
J. Subsurface water mgmt.		X		
K. Retaining walls.		X		
L. Install Steel Piers and Pads for Foundation	X			
M. Install engineered, mortared foundation & blocks			X	N/A
N. Install step & ramp foundation per plans.		X		
O. Install footings, foundation, or pads for special equipment.		X		
P. Preparation for walkways & parking lots.		X		
Q. Install sewer and water rough-ins to bldg foundation area as directed by site utility plan & modular building drawings.		X		
R. Install gas rough-ins to bldg foundation area as directed by site utility plan and modular building drawings.			X	N/A
S. Remove foundation spoils from site.		X		
T. Spread foundation spoils on site.		X		
Section 5, Receiving Units on Site				
A. Transport bldg. module(s)	X			
B. Receive & sign for bldg. module(s) -- inspect & document any damage.	X	X		
C. Provide secure site while buildings on site awaiting set up.		X		
D. Maintain weather tight protection for bldg. module(s)	X			
Section 6, Installation				
A. Position module units in desired location w/free & easy access	X			
B. Crane set module units.			X	N/A
C. Draw units together per manufacturer's prints.	X			
D. Remove hitches.	X			
E. Store hitches under building.	X			If permitted.
F. Remove axles and tires.				N/A --Can if needed
G. Store axles and tires under building.		X		
H. Ship axles, tires, & hitches back to manufacturer.			X	N/A
I. Install Cross Drive anchor system or in-ground anchors per manufacturer of anchors recommendations.	X			
J. Provide weather tight module units during setup.	X			
K. Complete roof seaming per manufacturer recommendations.	X			
L. Install ship loose doors	X			
M. Adjust all doors	X			
N. Install lockers, marker boards, tack boards or other equipment.			X	N/A
O. Complete floor at seam line & prep for completion of floor.	X			
P. Complete Vinyl Covered Gypsum (VCG) wall seams.			X	N/A

EXHIBIT A

ITEM	RESPONSIBILITY			NOTES
	Satellite	Customer	N I C *	
Q. Tape & finish walls.		X		
R. Site installation of suspended ceilings.	X			
S. Complete factory supplied suspended ceiling at seam lines & hallways.	X			
T. Complete gypsum ceiling at seam lines.			X	N/A
U. Paint or wallpaper walls as scheduled.			X	N/A
V. Install signage as specified.			X	N/A
W. Complete scuppers or gutters & downspouts.		X		
X. Install Kitchen Equipment.		X		
Y. Install fire extinguishers.		X		
Z. Install carpet or transition bar at factory supplied carpet or tile.		X		
AA. Complete floor seaming of factory supplied tile.			X	N/A
AB. Site install floor covering with materials as specified.			X	N/A
AC. Complete all exterior trim to match exterior & skirting, as per quote based on material.	X			
AD. Site install EIFS or stucco.			X	N/A
AE. Site install brick veneer.			X	N/A

EXHIBIT A

ITEM	RESPONSIBILITY			NOTES
	Satellite	Customer	N I C *	
AF. Site install other exterior finish.			X	N/A
AG. Install steps & ramps TBD on actual building and at time of award		X		
AH. Install canopies TBD on actual site and awarded scope		X		
AI. Install concrete walk ways & curbing.		X		
AJ. Install new or repair bituminous parking lot.		X		
AK. Complete landscaping per plan.		X		
AL. Wash or paint exterior from road dirt.		X		
Section 7, Plumbing				
A. Complete sewer & water connections under building.		X		
B. Complete cross over water connections.	X			
C. Install roof vent ship loose extensions.			X	N/A
D. Heat trace all exposed water lines in crawl space.		X		
E. Chlorinate water lines.		X		
F. Pressure test water & waste & start up & test all plumbing.		X		
G. Install gas lines to building & complete cross over connections.			X	N/A
H. Test & certify gas system.			X	N/A
I. Furnish & install sprinkler system on site.			X	N/A
J. Complete crossover connections for factory supplied sprinkler system.			X	N/A
K. Test & certify sprinkler system.			X	N/A
L. Provide back flow or regulator to ensure proper water pressure		X		
Section 8, HVAC				
A. Install roof top HVAC units & complete connections & roof flashing.			X	N/A
B. Install pad mount air-conditioning units.			X	N/A
C. Complete cross over duct connections.	X			N/A
D. Balance HVAC system.		X		
E. System start up & check operation.		X		
F. Provide operation and maintenance manuals	X			
Section 9, Electrical				
A. Connect sub-panels to main service		X		
B. Connect inter-modular electrical connections	X			
C. Install ship loose exterior lights, emergency lights, & exit signs	X			
D. Energize electrical & check system		X		
E. Fire Alarm installation		X		
F. PA system installation		X		
G. Telephone system installation		X		
H. CATV system installation		X		
I. Security system installation		X		
J. Other equipment installation		X		
K. Complete final electrical inspection process		X		
L. Provide operation and maintenance manuals.		X		
Section 10, Miscellaneous				
A. Install miscellaneous exteriors, flagpole, monuments, etc.		X		
B. Provide dumpster on site.		X		
C. Provide temporary sanitary (portable restroom) on site.		X		
D. Remove debris from site & leave building broom clean.	X			

EXHIBIT A

ITEM	RESPONSIBILITY			NOTES
	Satellite	Customer	N I C *	
E. Final clean of building (includes wiping down all walls & cleaning windows and doors).		X		
F. Install screens in windows.	X			
G. Strip, seal, & wax all vinyl composition floor tile.			X	N/A
H. Initial install of HVAC filters. Maintenance and replacement during rental term not included.			X	N/A
I. Provide construction signs & barricades if required.		X	X	
J. Plant inspection prior to shipment at customer expense.			X	
K. Site supervision & coordination of owner subcontractors with Satellite subcontractors.	X	X		
L. Full time Site Superintendent during on-site activities.	X			
M. Transfer building keys to owner/occupants.	X			

EXHIBIT A

ITEM	RESPONSIBILITY			NOTES	
	Satellite	Customer	N I C *		
Section 11, Dismantle					
A.	Notify Satellite Shelters per contract or lease requirements of building removal.			X	N/A
B.	Remove furniture & furnishings & clean building.			X	N/A
C.	Disconnect all utilities & properly terminate.			X	N/A
D.	Remove steps & ramps.			X	N/A
E.	Dismantling & return freight.			X	N/A
F.	Site restoration.			Z	N/A
Special Notes on Site Work					
* Site preparation assumes building site is level within 1' in 70' and is truck accessible, 3,000 PSF soil bearing ** Soil tests and engineering reports recommended. Satellite Shelters, Inc. is not responsible for subsurface conditions. *** Site visit [has not] [has] been completed.					
CUSTOMER SIGN-OFF					
Signature:					
Signature:					
<i>*clerical errors are subject to correction.</i>					

EXHIBIT B
PRICING



Satellite Sneters, Inc.
Remittance Address
PO Box 860700
Minneapolis, MN 55486-0700

Phone: 303-288-7111
Mobile: 303-720-2830

6680 E 86th Ct
Commerce City, CO 80022

EXHIBIT B
Schedule 1

Your Satellite Sales Representative:

Jamie Cunningham

Email: jamiec@satelliteco.com

Contract Date: 10/04/2023

Contract No.: RQ257373

Page: 1

Company: C55234

City and County of Denver Public Works

201 W Colfax Ave

Dept 1109

Denver, CO 80202

Contact:

Michael Romero

720-913-8524

michael.romero@denvergov.org

Ship-To Address:

City and County of Denver Community Centers

Various Sites

Denver, CO

Pymt Terms: 35%BAL N30

Price Summary Date: 10/06/2023

Floor Plan Date: 10/06/2023

Substantial Completion Date (On or About): 01/30/2024

Specifications Date: 10/06/2023

Delineation of Responsibilities Date: 10/06/2023

Description	Qty	Unit Price	Total Price
24' x 64' (60' box) Modular Community Center 2023, New to be built model	1	288,122.00	288,122.00
Freight: Delivery. Various Sites. FOB Denver	1	1,080.00	1,080.00
Set up Material. Includes: 40 Steel Piers w/ABS Pads. Close-Up Mtl/roof/floor	1	3,000.00	3,000.00
Set up Labor. Block, level, int/ext stitch and finish at modseam. Includes Davis Bacon Wages	1	6,892.00	6,892.00
Cross Drive Anchor Materials w/Straps	24	62.00	1,488.00
Cross Drive Anchor-Dirt/Gravel/Asphalt	24	85.00	2,040.00
Meets IBC/115 mph wind speed. Incl: Davis Bacon Skirting Installation. Includes Davis Bacon Wages	1	3,695.00	3,695.00
Skirting Material. Incl: 2 x 4 Framing, 2 x 4 Uprights, 48" OC, LP Facing, 12 Vents/1 Access Door	1	2,816.00	2,816.00
Stamped/Engineered Blocking/Anchor Foundation Plan	1	1,385.00	1,385.00
Delete T, T & P Walls & Ceiling in RR's/Utility Rm Incl OSB Sheathing from Side Walls	(1)	23,867.00	-23,867.00
Delete Cove Base & Painted Wood Trim at Doors and Windows	(1)	2,358.00	-2,358.00
Buy Board Discount @3%	(1)	8,528.79	-8,528.79
Buy Board Contract #637-21 Modular Bldg/Classrooms/Relocation Services			

Applicable taxes are not included and will be added to order unless a proper form of tax exemption is provided. Quote is based upon availability and credit approval. The purpose of this quote is to provide pricing only. Acceptance requires signature on Satellite Sale Contract, delivered separately. Quote expires 30 days from Contract Date. Clerical errors are subject to correction. Pricing is based on non-prevailing wage rates with use of non-union labor.

Prices assume level, truck-accessible site for install, free of obstruction above/below ground with adequate soil bearing (min 3,000 psf) and proper water drainage away from building. Permits (except transport), site preparation, fire alarms/sprinklers, decks/ramps, and other scopes of work/additional items, including all utilities (supply/connect/disconnect) are not included unless specifically listed herein. Satellite does not warrant that the building meets local codes unless expressly stated.



Satellite Snelers, Inc.

Remittance Address EXHIBIT B
PO Box 860700
Minneapolis, MN 55486-0700

6680 E 86th Ct
Commerce City, CO 80022

Phone: 303-288-7111
Mobile: 303-720-2830

Your Satellite Sales Representative:

Jamie Cunningham

Email: jamiec@satelliteco.com

Contract Date: 10/04/2023

Contract No.: RQ257373

Page: 2

*Note: See Delineation of Responsibility breaking out Scope of Work/Exclusions & Schedule.
Dumpster/Portable toilet required for set-up/dismantle by others.
Est. Completion is based upon meeting schedule & quantity

Pre-Tax Total Contract 275,764.21

Applicable taxes are not included and will be added to order unless a proper form of tax exemption is provided. Quote is based upon availability and credit approval. The purpose of this quote is to provide pricing only. Acceptance requires signature on Satellite Sale Contract, delivered separately. Quote expires 30 days from Contract Date. Clerical errors are subject to correction. Pricing is based on non-prevailing wage rates with use of non-union labor.

Prices assume level, truck-accessible site for install, free of obstruction above/below ground with adequate soil bearing (min 3,000 psf) and proper water drainage away from building. Permits (except transport), site preparation, fire alarms/sprinklers, decks/ramps, and other scopes of work/additional items, including all utilities (supply/connect/disconnect) are not included unless specifically listed herein. Satellite does not warrant that the building meets local codes unless expressly stated.



6680 E 86th Ct
Commerce City, CO 80022

**EXHIBIT B
Schedule 2**

Satellite Shelters, Inc.
Remittance Address
PO Box 860700
Minneapolis, MN 55486-0700

Phone: 303-288-7111
Mobile: 303-720-2830

Your Satellite Sales Representative:

Jamie Cunningham

Email: jamiec@satelliteco.com

Contract Date: 10/10/2023
Contract No.: RQ257949
Rental Insurance Status: NO INS
Insurance Exp Date:

Page: 1

Company: C55234

City and County of Denver Public Works
201 W Colfax Ave
Dept 1109
Denver, CO 80202

Contact:

Michael Romero
720-913-8524
michael.romero@denvergov.org

Ship-To Address:

Satellite Shelters
6680 E 86th Court
Commerce City, CO 80022

Pymt Terms: NET30

Billing Term: 1

Min Billing Period: N/A

Delivery Date (On or About): 12/11/2023

Description	Term	Qty	Unit Price	Total Price	Extended Contract Price
Storage for 24' x 64' Community Center Doublewides In no event shall hazardous, illegal or personal property of any value be stored. Space shall not be used as staging area. Space provided is open storage. Lessee accepts space in "as is" condition. Lessee is solely responsible for locking/securing stored equipment and all extended risk property insurance as well as comprehensive liability coverage for any liability resulting from the equipment or storage thereof. Lessor may dispose of any material left in or about the space after Lessee vacates the premises. Lessee is responsible for their own trash removal. Release of Lessor's Liability for Damage and/or Bodily Injury. All personal property or equipment stored shall be at Lessee's sole risk. Lessor,	1	28DAYS	1	300.00	300.00
				Total Recurring Charges	300.00
				Total One Time Charges	0.00
				Pre-Tax Total Contract	300.00

Customer acknowledges that Satellite Shelters will charge a Damage Waiver Fee of 10% of the Trailer Rental Rate for the term of the lease unless a current valid Certificate of Insurance (per Terms and Conditions attached) is on file. In instances where the Damage Waiver Program is unavailable due to location or model restrictions, a Convenience Fee of 10% of the Trailer Rental Rate will be charged unless a current valid Certificate of Insurance (per Terms and Conditions attached) is on file.

~~Quote expires 30 days from Contract Date. Acceptance of this quote by signature constitutes a Rental Order and acceptance of Satellite Shelters, Inc. (Lessor) Rental Order Terms and Conditions which can be viewed at <https://www.satelliteco.com/download/pdf/SatelliteSheltersRentalOrderTCs.pdf> unless otherwise noted.~~

Signature: _____

Date: _____

Print Name: _____

PO #: _____

Title: _____



Satellite Snetters, Inc.
Remittance Address
PO Box 860700
Minneapolis, MN 55486-0700

6680 E 86th Ct
Commerce City, CO 80022

Phone: 303-288-7111
Mobile: 303-720-2830

Your Satellite Sales Representative:

Jamie Cunningham

Email: jamiec@satelliteco.com

Contract Date: 10/10/2023

Contract No.: RQ257949

Rental Insurance Status: NO INS

Insurance Exp Date:

Page: 2

Description	Term	Qty	Unit Price	Total Price	Extended Contract Price
<p>Lessor's agents and employees shall not be liable for any loss of or damage to personal property or equipment or injury/death as a result of use of storage space, including but not limited to fire, burglary, mysterious disappearance, water damage, mold, infestation, vandalism, acts of God, the acts/omissions/negligence or failure to act of Lessor, Lessor's agents or employees.</p> <p>Lessee shall indemnify and hold Lessor harmless from any and all claims, suits, demands, actions or causes of actions including attorney fees and court cost brought on by use of storage space.</p> <p>Lessee grants Lessor or agents of any governmental authority right to enter equipment on 12-hours notice and without in emergency situations. Lessee is responsible for re-securing their equipment and protecting from weather.</p> <p>Lessor may with or without cause give Lessee 15 days notice to vacate the storage area. Lessee is responsible for arranging transportation.</p> <p>If any portion of the Agreement is held to be unenforceable the parties agree that all remaining parts of agreement will be valid and enforceable.</p>					



Satellite Services, Inc.
Remittance Address
PO Box 860700
Minneapolis, MN 55486-0700

6680 E 86th Ct
Commerce City, CO 80022

Phone: 303-288-7111
Mobile: 303-720-2830

Your Satellite Sales Representative:

Jamie Cunningham

Email: jamiec@satelliteco.com

Contract Date: 10/10/2023

Contract No.: RQ257949

Rental Insurance Status: NO INS

Insurance Exp Date:

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Description	Term	Qty	Unit Price	Total Price	Extended Contract Price
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~~The above terms and conditions constitute the agreement and remaining pages indicated below are not part of this agreement.~~

*Note: No Charge for the first 30 days.



Satellite Shelters, Inc.

Remittance Address
PO Box 860700
Minneapolis, MN 55486-0700

Phone: 303-288-7111
Mobile: 303-720-2830

6680 E 86th Ct
Commerce City, CO 80022

Your Satellite Sales Representative:

Jamie Cunningham

Email: jamiec@satelliteco.com

Contract Date: 10/10/2023
Contract No.: RQ257949
Rental Insurance Status: NO INS
Insurance Exp Date:

Page: 4

Quote is based upon availability and credit approval. Prices quoted do not include applicable taxes. If project/customer qualifies for exemption to sales tax, a valid certificate must be provided prior to delivery. If valid exemption certificate is received after any billing, tax will be due and exemption will be applied to all future billing.

Quote expires 30 days from Contract Date. Clerical errors are subject to correction. All charges billed in advance, unless otherwise noted. Pricing is based on non-prevailing wage rates with use of non-union labor.

Anchor pricing based on dirt. Additional charges apply to other surfaces, encountering concealed conditions or rock. Anchors do not guarantee prevention of weather-related damages. Building and anchor removal based on disconnecting metal strapping and leaving the anchor head or any foundations below grade. Site/Surface repair/restoration is not included.

Prices assume level, truck-accessible site (both for install & removal) free of obstruction above/below ground with adequate soil bearing (min 3,000 psf) and proper water drainage away from building.

Permits (except transport) and other scopes of work/additional items, including all utilities (supply/connect/disconnect) are not included unless specifically listed herein. Satellite does not warrant that the building meets local codes unless expressly stated.

Quote based on use of Satellite's rental/sale/relocation agreements. For Used sales, all are "as is" without warranty expressed or implied.

Unless a current certificate of insurance is provided or already on file, customer will be required to utilize Satellite's Damage Waiver Program. See full Terms and Conditions linked on page 1 for details.

MRA Customers Only: The MRA on file supersedes all Items 1 - 27 below. This document is for the acknowledgment of equipment and price only. All terms and conditions are as agreed per MRA# listed on page 1 of this document.

1. Term

This Agreement commences on the date the Rental Order is executed ("Effective Date") by and between the company entity named on the Rental Order ("Lessee"), and Satellite Shelters Inc. ("Lessor"), a Minnesota corporation with offices located at 2530 Xenium Lane North, Suite 150, Minneapolis MN 55441. Lessee and Lessor are periodically referred to as the "Parties," and each a "Party." This Agreement covers rental transactions between the parties for mobile and/or modular office equipment and furnishings ("Equipment") as described on Lessor's Rental Orders. Notwithstanding anything to the contrary contained in any job specific Rental Order, pre-printed terms, and conditions (including, without limitation, purported limitations on liability, waivers of rights and remedies, and variations from any of the warranty, guarantee, indemnity and liability, lease term and termination provisions of this Agreement) are of no force or effect and are superseded by the terms and conditions of this Agreement.

This Agreement commences on of the Effective Date and is perpetual, unless terminated in writing with thirty (30) days' notice to the other Party. Any charges or remaining lease term due under the Rental Order for the Equipment under this Agreement will continue through the end of the initial minimum term (If indicated on page 1 of the Rental Order) for each specific item of Equipment, subject to provisions of Articles 15 and 16.

2. Insurance, Certificate of Insurance

Policies of Insurance. Lessee, at Lessee's cost and expense, must procure and deliver to Lessor, before delivery to Lessee of the Equipment to be leased in this Agreement, and keep in full force and effect during the entire term of this Agreement or as long as the Equipment is in the care, custody, or possession of Lessee, whichever is later, the following policies of insurance:

(a) Lessee must procure all-risks insurance covering Lessor, as an additional insured and loss payee, for loss of or damage to the Equipment and all of Lessor's property located on, at or adjacent to the building site specified in the Rental Order (including, at a minimum, materials in place or to be used as part of the installation or construction of the Equipment, surplus materials, temporary structures, scaffolding and staging, protective fencing, bridging, forms, and miscellaneous materials and supplies) on a full replacement cost basis. At a minimum, such insurance must cover and must not exclude loss or damage caused by: fire; lightning; explosion; windstorm; hail; riot; civil commotion; vandalism; sprinkler leakage; volcanic action; falling objects; weight of snow, ice or sleet; water damage; flood; earthquake or other earth movement; and collapse. Such insurance must also cover Lessor for loss of business income, loss of rental value or rental income, extra expenses, expediting expenses, debris removal, preservation of property, fire department service charge, pollutant clean-up and removal, increased cost of construction, and electronic data.

(b) Lessee must procure liability insurance covering Lessor, as an additional insured, for sums Lessor becomes obligated to pay because of bodily injury, property damage, or personal and advertising injury to third parties, or for medical expenses to third parties, arising out of, in whole or part, the use or condition of Lessor's Equipment, or any portion of Lessor's Equipment, while in the custody, possession or control of Lessee, with limits of liability of at least \$1,000,000 per occurrence.

The insurance policies required under this section must each have a maximum deductible or self-insured retention of \$5,000, for which Lessee is responsible, must be primary over any policies of Lessor, must contain provisions stating Lessee, and its insurer, waive all subrogation rights against Lessor, and must contain provisions stating that the policies cannot be cancelled or allowed to expire until at least 30 days' after written notice is provided to Lessor.

Certificate of Insurance. Before the effective date of this Agreement, Lessee must provide Lessor with Certificates of Insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Unless Lessee provides Lessor with a certificate of insurance acceptable to Lessor, in the amounts stated in this section, or Lessee has maintained a blanket insurance certificate on file with Lessor, Lessee is required to utilize Lessor's Damage Waiver Program.

IF A CERTIFICATE OF INSURANCE OR NOTIFICATION OF SELF-ASSUMPTION OF RISK OF LOSS IS NOT RECEIVED BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT, LESSEE AGREES TO UTILIZE LESSOR'S DAMAGE WAIVER PROGRAM, UNDER WHICH AN AMOUNT EQUAL TO THE DAMAGE WAIVER PROGRAM BILLING RATE FOR THE EQUIPMENT UNDER AGREEMENT WILL BE ADDED TO THE INVOICE FOR EACH BILLING PERIOD. THE DAMAGE WAIVER PROGRAM IS FOR PROPERTY COVERAGE ONLY, SUBJECT TO THE PROVISIONS OF ARTICLE 3. THE DAMAGE WAIVER PROGRAM WILL BE APPLIED TO THIS AGREEMENT FOR THE FULL TERM, UNLESS A CERTIFICATE OF INSURANCE IS PROVIDED TO LESSOR DURING ANY BILLING CYCLE AFTER THE 28-DAY PERIOD SPECIFIED IN THIS AGREEMENT, IN

**Satellite Snetters, Inc.**

Remittance Address
PO Box 860700
Minneapolis, MN 55486-0700

Phone: 303-288-7111

Mobile: 303-720-2830

6680 E 86th Ct
Commerce City, CO 80022

Your Satellite Sales Representative:

Jamie Cunningham

Email: jamiec@satelliteco.com

Contract Date: 10/10/2023**Contract No.:** RQ257949**Rental Insurance Status:** NO INS**Insurance Exp Date:**

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WHICH CASE A MAXIMUM STOP CHARGE AND BILLING CREDIT EQUAL TO THE COST OF THE DAMAGE WAIVER PROGRAM FOR ONE BILLING CYCLE WILL BE MADE UPON THE REQUEST OF LESSEE.

3. Damage Waiver Program (not available for units in Louisiana and Florida or when Payment Term is Lease.)

The Damage Waiver Program is not insurance and does not protect you for liability to others or Lessor. In instances where the Damage Waiver Program is unavailable due to location, a Convenience Fee of 10% of the Equipment rental rate will be charged unless a current valid Certificate of Insurance is on file. For an additional lease rate as set forth above, Lessor will provide the Damage Waiver for damage or loss to the Equipment under lease. This Damage Waiver Program is subject to a \$1,000 deductible amount, per floor. Therefore, Lessee is solely responsible for the first \$1,000 per floor of damage or loss with respect to the Equipment. This Damage Waiver Program covers only loss or damage to the leased Equipment. Lessee bears sole responsibility for all other direct or incidental losses, damage, or injuries occasioned by its use of the Equipment, including but not limited to personal injuries to employees or third parties or physical damage or loss to real or personal property not included as Equipment under this Agreement. The program does not cover damages from vandalism, flood, named storms, damages caused by Lessee's negligence or any third party not representing Lessee or Lessor, Lessee's willful actions or failure to act, improper use or operation of the Equipment in a manner prohibited by this Agreement, overloading or improper load distribution, failure to perform routine janitorial or cleaning causing damage, or damage caused by Lessee's failure to promptly notify Lessor in writing of items requiring correction or repair, or failure by Lessee to take reasonable precautions against theft or forced entry (theft and forced entry must be accompanied by police report and reported within 3 days).

OPTION TO OFFER DAMAGE WAIVER PROGRAM IS AT LESSORS SOLE DISCRETION.

4. Delineation of Responsibility

If an obligation is not expressly stated in this Agreement, then it is not the responsibility of Lessor.

5. Delivery by Lessor

Lessor is not liable to Lessee for any failure or delay in obtaining or delivering the Equipment. By taking delivery, Lessee acknowledges that the Equipment is in good operating order, repair, working condition, and is fit for the purpose for which it is leased. Lessee must provide upon request, a separate Equipment acceptance notification.

Lessee is solely responsible for site selection, local code compliance, all zoning approvals, permits (except transport), providing a level (1' in 70') and truck accessible site, both at time of installation and removal, with a bearing surface of a minimum of 3,000 PSF and a site clear of obstructions, both above and below ground. Lessor is not responsible for building settlement or soil heaving due to inadequate foundation. All site restoration is the sole responsibility of Lessee. Lessor is not responsible for unforeseen conditions.

If the Lessee does not own the site where Lessee places the Equipment, Lessee must notify the landowner that the Equipment is leased. Lessee will indemnify Lessor if the landowner attempts to assert an ownership interest in the Equipment.

6. Taxes, Fees, and Expenses

In addition to the rental payments, Lessee agrees to pay all costs, expenses, fees, and charges incurred in connection with the Equipment, the use and operation of the Equipment, servicing costs, sales taxes, personal property, and other ad valorem taxes, and all assessments and other governmental charges whatsoever and by whomsoever payable on said Equipment, or on the use, ownership, possession, rental, shipment, transportation, delivery, or operation of the Equipment. However, Lessor will pay licensing and registration fees and federal or state net income taxes against Lessor on or measured by rentals payable under this Agreement, or the net income under this Agreement. Upon Lessor's demand, Lessee will reimburse Lessor for the full amount of any costs, expenses, taxes, fees, or other charges paid by Lessor.

7. Lawful Use, Assignment, and Subletting Prohibited

Lessee will use or permit the use of the Equipment only for lawful purposes and will keep it at the location provided above during the entire lease term. The Equipment must be at all times used and operated in compliance with all laws of any jurisdiction where it is located. Lessor assumes no responsibility for compliance with state or local codes. Lessee will not assign, transfer, sublet, or in any way assign its rights under this Agreement and may not pledge, permit to be liened, mortgage, hypothecate, or otherwise encumber or charge its rights or interests under this Agreement.

Lessee must give Lessor immediate notice of any purported attachment or other judicial process affecting any of the Equipment. Without Lessor's written permission, Lessee may not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of Equipment. If any item of Equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the "New Equipment") without Lessor's prior written consent, then all of the New Equipment will become equipment owned by Lessor subject to this Agreement.

8. Indemnity

Lessee indemnifies Lessor and holds Lessor, its officers, agents, and employees harmless of and from all losses, damages, claims, demands, or liability of any kind or nature whatsoever, including legal expenses and attorneys' fees and costs arising from or related to the use, condition, or operation of the Equipment, and by whomsoever used or operated.

9. Maintenance, Damage, and Destruction

Lessee must, at its own expense, at all times keep the Equipment in good and efficient working order, condition, and repair, and must keep and maintain on the Equipment such identification of ownership as Lessor may require. Lessee will be responsible for normal maintenance such as changing HVAC filters, light bulbs, janitorial services, cleaning HVAC coils, and other minor repairs. Lessee bears the risk of damage, theft, or destruction of the Equipment from every cause, and must make all replacements, repairs, or substitution of parts or Equipment at its expense, all of which will constitute an accession to the Equipment, and title of the Equipment will vest in Lessor. Should the Equipment be damaged by any reason and be capable of repair, Lessor may repair the same at Lessee's expense, or at Lessor's option, Lessee must repair the same at Lessee's expense to Lessor's specifications, as quickly as circumstances permit. Lessee will be responsible for all damages caused by moisture or water intrusion not reported promptly to Lessor for correction and repair. Lessee will not move Equipment without written permission of Lessor.

Upon the total loss of any or all the Equipment, to such an extent as to make the repair of the Equipment uneconomical in Lessor's sole opinion, Lessor may declare the Equipment a "Total Loss." Upon a Total Loss of the Equipment, Lessee must pay Lessor on the next day for the payment of rent: the rent then due, plus the full replacement value of the Equipment had a Total Loss not occurred, less all insurance proceeds actually paid or assigned to Lessor from the insurance maintained by Lessee, plus all applicable taxes and fees and transfer taxes (together, the "Total Loss Amounts"). Upon Lessor's receipt of the Total Loss Amount, Lessee's lease obligations will terminate and Lessor will transfer available ownership documents, if any, to Lessee, unless Lessor agrees in writing to dispose of the Equipment and at Lessee's sole cost and expense.

10. Inspection by Lessor

Lessor may inspect the Equipment at any reasonable time, and has the right to post any notice of non-responsibility or any other notice protecting its interest.

11. Accidents and Claims



6680 E 86th Ct
Commerce City, CO 80022

Satellite Snetters, Inc.

Remittance Address
PO Box 860700
Minneapolis, MN 55486-0700

Phone: 303-288-7111

Mobile: 303-720-2830

Your Satellite Sales Representative:

Jamie Cunningham

Email: jamiec@satelliteco.com

Contract Date: 10/10/2023

Contract No.: RQ257949

Rental Insurance Status: NO INS

Insurance Exp Date:

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Within 24 hours after any accident involving Equipment, Lessee must notify Lessor by telephone and within 48 hours notify Lessor in writing. Said report must state the time, place, and nature of the event; the damage sustained; the addresses of persons involved, persons injured, and witnesses; and any other information relating to said event, and must promptly forward to Lessor all correspondence, notices, or documents received in connection with any claim or demand relating to the Equipment or its operation and must aid in the investigation and defense of all such claims and demands. Nothing in this section modifies the provisions of Article 8 above, in which Lessee holds Lessor harmless and indemnifies Lessor against all these matters, and Lessor will have no responsibility to take any actions in the event of such casualty. Rent will continue to be charged on damaged Equipment until a final settlement check has been received from Lessee's insurance provider in an amount adequate to compensate Lessor.

12. Non-Liability of Lessor

Unless caused by Lessor's gross negligence, Lessor will not be liable to Lessee for any loss, damage, or expense of any kind or nature caused directly or indirectly by the Equipment, or by the use, maintenance, operation, handling, or storage of the Equipment, or for the loss of Lessee's business, or damages whatsoever or howsoever caused.

13. Default

Each of the following events is an "Event of Default" as the term is defined in any agreement between the Parties:

- If Lessee fails to pay when due any payment or any other amount owing;
- If Lessee fails to perform any other term, covenant, or condition of this Agreement or any other agreement between the Parties on Lessee's part to be observed or performed.
- If Lessee files for relief under any bankruptcy or similar law for the relief of debtors, or if Lessee makes any assignment for benefit of creditors, or if a receiver is appointed to take possession of any of the assets of Lessee, or any involuntary bankruptcy is filed against Lessee.
- If Lessee considers itself insecure.

Upon an Event of Default, the Equipment and any rights of Lessee in the Equipment will be surrendered to Lessor. Lessor may take possession of the Equipment and is authorized by Lessee to enter upon any premises of Lessee without notice for the purpose of taking possession of the Equipment. Lessor may retain all rents and any other amounts paid by Lessee under this Agreement. Repossession by Lessor or the surrender of the Equipment to Lessor will not affect the right of Lessor to recover from Lessee any and all damages that Lessor will have sustained by reason of the breach of any of the covenants, terms, or conditions of this Agreement. Lessee will continue to be responsible for all the rental payments for the remainder of the term of this Agreement and for the payment of any other amounts owing. Nothing in this paragraph is a limitation on Lessor's right to damages.

Upon an Event of Default, Lessor may:

- relet the Equipment or any portion of the Equipment for such periods, at such rental amounts as it considers reasonable. After deducting its costs and expenses in such reletting, may apply any net proceeds received to the amounts payable by Lessee under this Agreement, or
- sell the Equipment or any portion of the Equipment, and after deducting its costs and expenses in connection with said sale or sales, apply the net proceeds to the amounts payable by Lessee under this Agreement. Lessee must pay any deficiency, as determined by the amount the net proceeds of said sale or reletting is less than the amount to be paid by Lessee under this Agreement, or
- cancel and terminate the entire Agreement, and any and all separate Rental Orders made under this Agreement.

Lessor, at its sole option, may recover from Lessee the worth, at the time of the termination, of the excess between: (a) the amount of rent and charges equivalent to rent reserved under this Agreement for the remainder of the term of the Equipment and (b) the then reasonable rental value of the Equipment for the remainder of the stated term.

Lessor will have all other remedies in its favor existing in law, equity, or bankruptcy, and the remedies in this Agreement will be cumulative and not exclusive.

14. Cross-Default

Lessor and Lessee may supplement this Agreement with schedules and amendments. In addition, Lessor and Lessee may enter into additional lease agreements or sale agreements with each other. A default under this Agreement also constitutes a default under every other agreement the Parties may have with each other. Further, a default under any agreement between Lessor and Lessee constitutes a default under this Agreement.

15. Return of Equipment, Termination of Agreement

At the end of the Term, Lessee must cause the Equipment to be returned to Lessor at any location designated by Lessor. Lessor, in its sole discretion, will determine how the Equipment will be returned to it, and Lessee will provide Lessor with at least fourteen (14) working days' advance notice of its return. The Equipment must be "broom clean" and in the same condition as delivered to Lessee, ordinary wear and tear excepted. Termination will become effective only when the Equipment has been returned to Lessor as provided in this Agreement and Lessee has paid Lessor all unpaid rental and other charges applicable to the Equipment. Lessee agrees that before the return of the Equipment to Lessor or upon notice of its repossession, Lessee must immediately disconnect all utilities connected to the Equipment, remove all the Lessee's personal property from the Equipment, and vacate the Equipment so that the Equipment can be returned to the Lessor. Whenever Lessor or its agents pick up or repossess the Equipment, Lessee must remove any barriers or restrictions to make the Equipment readily accessible for removal by truck, without additional inconvenience or expense. All site restoration is the responsibility of Lessee. Lessor will not be liable for keeping or storing any personal property of the Lessee left in, on or around the Equipment; such property will be treated as abandoned by Lessee and Lessee consents to the disposal of such personal property by Lessor, at Lessee's expense. Any accessories in addition to the returned Equipment are part of the Equipment and the property of the Lessor. Lessee must reimburse Lessor for all costs incurred related to returning the Equipment, repairing the Equipment, cleaning debris, trash, or personal property left in the Equipment, or otherwise restoring the Equipment to its condition when delivered, ordinary wear and tear excepted. Lessee indemnifies, defends, and holds Lessor harmless from all claims of Lessee or third parties arising from any return, retaking, or repossession of the Equipment.

16. Early Termination

If a minimum term is noted on page 1 of the Rental Order, this provision applies.

The Parties are unable to ascertain the actual damages Lessor will incur if Lessee terminates this Agreement before the Equipment's Minimum Initial Term expires ("Early Termination"). As a reasonable forecast of damages expected to occur upon Early Termination, in addition to all amounts due and owing before the Early Termination and all of Lessor's costs and expenses caused by the Early Termination, Lessee must pay Lessor the following:

- If the Equipment is new custom-built Equipment at the start date of the Minimum Initial Term, Lessee must pay 100% of all remaining lease payments and all other amounts that would have been due under the Equipment's Rental Order had the Early Termination not occurred, less the net proceeds, if any, of re-letting the Equipment after deducting all of Lessor's expenses incurred in connection with the re-letting.
- If the Equipment is standard stock Equipment at the start date of the Minimum Initial Term, Lessee must pay 50% of all remaining lease payments and all other amounts that would have been due under the Equipment's Rental Order had the Early Termination not occurred, less the net proceeds, if any, of re-letting the Equipment after deducting all of Lessor's expenses incurred in connection with the re-letting.

17. REPOSSESSION



6680 E 86th Ct
Commerce City, CO 80022

Satellite Shelters, Inc.

Remittance Address
PO Box 860700
Minneapolis, MN 55486-0700

Phone: 303-288-7111

Mobile: 303-720-2830

Your Satellite Sales Representative:

Jamie Cunningham

Email: jamiec@satelliteco.com

Contract Date: 10/10/2023

Contract No.: RQ257949

Rental Insurance Status: NO INS

Insurance Exp Date:

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LESSEE ACKNOWLEDGES THAT, UNDER ARTICLE 13 OF THIS AGREEMENT, LESSOR HAS BEEN GIVEN THE RIGHT TO REPOSSESS THE EQUIPMENT SHOULD AN EVENT OF DEFAULT OCCUR. LESSEE WAIVES THE RIGHT, IF ANY, TO REQUIRE LESSOR TO GIVE LESSEE NOTICE AND A JUDICIAL HEARING BEFORE EXERCISING SUCH RIGHT OF REPOSSESSION.

18. Limited Warranty

EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION, LESSOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, RELATING TO THE EQUIPMENT AND ANY MAINTENANCE OR REPAIR WORK PERFORMED BY LESSOR, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE ACKNOWLEDGES THAT IT IS NOT RELYING ON LESSOR'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES CONTAINED IN THIS AGREEMENT OR ANY OTHER AGREEMENT WITH LESSOR.

19. Limitation of Liability

IN NO EVENT WILL LESSOR BE LIABLE TO LESSEE OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT [OR LOSS OF DATA OR DIMINUTION IN VALUE], OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL LESSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED TWO (2) TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE TO LESSOR UNDER THE APPLICABLE RENTAL ORDER.

20. Lessor's Assignment

Lessee agrees that nothing contained in this Agreement will prohibit the Lessor, its assigns, and successors from selling, assigning and transferring all of its right, title, and interest in and to this Agreement, the property described in this Agreement, and all monies to become due under this Agreement.

21. Attorney's Fees and Costs

If Lessee defaults, Lessor is entitled to recover from Lessee, in addition to all other items of damages, all costs and expenses, including court costs and reasonable attorneys' fees incurred by Lessor to enforce its rights and remedies under this Agreement.

22. Financing Statement

Lessor is authorized by Lessee to cause this Agreement or other instruments, including Uniform Commercial Code Financing Statements, to be filed or recorded for the purposes of showing Lessor's interest in the Equipment. Lessee agrees to execute any such instruments as Lessor may request from time to time.

23. Miscellaneous

Time is of the essence regarding this Agreement. This Agreement may be signed in any number of counterparts and each will constitute a duplicate original. The Parties agree to execute, or if required, acknowledge such further counterparts of this Agreement or any other documents as may be necessary to comply with the provisions of any applicable law at any time in force which requires the recording of filing of this Agreement or a copy of this Agreement in any public office of the United States or any state or political subdivision, and Lessee agrees to pay the fees or charges imposed by law for any such mandatory filing or recording as well as the amount of any stamps or documentary taxes, federal or state, levied or assessed on this Agreement. The relationship between the Parties is that of Lessor and Lessee and Lessee's only interest under this Agreement is as a Lessee. Lessee does not have and will not acquire any right, title, interest, or equity whatsoever in the Equipment. The Equipment will remain the sole property of the Lessor. The Equipment will remain personal property regardless of its use or manner of attachment to realty.

This Agreement was jointly drafted by the Parties, and the Parties agree that neither should be favored in the construction, interpretation, or application of any provision or any ambiguity. There are no unwritten or oral agreements between the Parties. This Agreement, and any schedules or amendments, constitute the entire understanding and agreement between Lessor and Lessee with respect to the lease of the Equipment superseding all prior agreements, understandings, negotiations, discussions, proposals, representations, promises, commitments, and offers between the Parties, whether oral or written. The provisions of the Agreement are primary, and no provision of this Agreement will be waived, amended, discharged, or modified orally or by custom, usage, or course of conduct, unless such waiver, amendment, or modification is in writing and signed by an officer of each of the Parties.

This Agreement, the Rental Orders, lease schedule(s), attached riders, and any documents or instruments issued or executed under this Agreement will have been made, executed, and delivered in, and will be governed by the internal laws (as opposed to conflicts of law provisions) and decisions of the State of Minnesota. Lessee and Lessor consent to the exclusive jurisdiction of any local, state, or federal court located within Minnesota. Venue must be in Minnesota, and Lessee waives local venue and any objection relating to Minnesota being an improper venue to conduct any proceeding relating to this Agreement. Provisions of this Agreement are severable, and the invalidity of any provision will not affect the validity of any other provision.

It is the policy of Satellite Shelters, Inc., not to discriminate against any employee or applicant for employment because he or she is an individual with a disability or a protected veteran. We encourage you to do the same.

24. Notices

All notices, requests, consents, claim, demands, waivers, and other communications under this Agreement must be in writing, and such notices will become effective when deposited in the United States mail, with proper postage prepaid, addressed to the Parties at such respective addresses appearing in this Agreement, or at such other addresses either Party may from time to time notify the other in writing.

25. Net Lease

This Agreement is a net lease and Lessee's obligations to pay all lease charges and other amounts payable under this Agreement are absolute and unconditional and, except as expressly provided in this Agreement, will not be subject to any: (i) delay, abatement, reduction, defense, counterclaim, set-off, or recoupment; (ii) Equipment failure, defect or deficiency; (iii) damage to or destruction of the Equipment; or (iv) dissatisfaction with the Equipment or otherwise, including any present or future claim against Lessor or the manufacturer, supplier, reseller, or vendor of the Equipment. Except as expressly provided, this Agreement and any Rental Orders will not terminate for any reason, including any defect in the Equipment or Lessor's title of the Equipment or any destruction or loss of use of any item of Equipment.

26. Credit

Lessor has the right to require two (2) years' audited financial statements periodically and other documentation from Lessee for credit approval. Lessor specifically reserves the right to refuse acceptance of any additional Rental Orders to this Agreement if Lessee is in arrears on payment, or inadequate security or credit information is provided by Lessee.

27. Billing, Interest, and Late Charges



6680 E 86th Ct
Commerce City, CO 80022

Satellite Snetters, Inc.

Remittance Address
PO Box 860700
Minneapolis, MN 55486-0700

Phone: 303-288-7111

Mobile: 303-720-2830

Your Satellite Sales Representative:

Jamie Cunningham

Email: jamiec@satelliteco.com

Contract Date: 10/10/2023

Contract No.: RQ257949

Rental Insurance Status: NO INS

Insurance Exp Date:

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Invoicing will be done on a monthly basis. If payment is not received on the due date indicated on an invoice, to compensate Lessor for damages caused by Lessee's failure to pay on time, Lessee must pay interest on all late payments in an amount equal to the lesser of: (a) one and one-half percent (1½%) per month, or (b) the maximum percentage allowed by law, calculated daily and compounded monthly.

LESSEE WILL BE BILLED ON A 28-DAY CYCLE IN ADVANCE. LESSOR WILL NOT PRORATE ANY FRACTION OF A BILLING CYCLE.

GENERAL SERVICES ON-CALL CONTRACT WORK ORDER FORM



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

Work Order Title & Description: Contractor Name:
Agency Requester: Contract No.:
Agency: Workday Contract No.:
Requester Phone # and Email:
Fund/Cost Center/Spend Category/PRJ/Program:
Send Invoices To (email): Emergency Auth. Code:
*As applicable

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

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

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

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

Work Order Completion Date*:

*Form will not be accepted without a completion date.

Liquidated Damage:

Accepted for Contractor By:

Contractor Email:

Contractor Signature:

Title:

Date:

USING AGENCY

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

By Using Agency – Administrative or Budget Office Date

APPROVALS

Approved by Requestor, Date

Approved by Division Director Date

GENERAL SERVICES ON-CALL CONTRACT WORK ORDER CHANGE FORM



**CONTRACTS
OFFICE**
DENVER GENERAL SERVICES

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

Work Order Title:

Contractor Name:

On-Call Contract No.:

Supplier ID No.:

Workday PO No.:

Agency:

Agency Requestor:

Fund/Cost Center/Spend Category:

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

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

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

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

Work Order Revised Completion Date:

Accepted for Contractor By:

Contractor Signature:

Title:

Date:

WORKDAY PO NO.:

Original Work Order Amount: \$

Original Work Order Duration:

Original Work Order Completion Date:

This Work Order Change (+/-):

New Work Order Total:

Adjust the Work Order Completion Date by: _____ calendar days

New Work Order Completion Date:

CHANGE REQUEST SUMMARY

USING AGENCY

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

By Using Agency – Administrative or Budget Office

Date

APPROVALS

Approved by Requestor,

Date

Approved by Division Director

Date

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

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

Exhibit E

OMB Approved No.:1505-0271

Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Recipient name and address: City and County of Denver 201 West Colfax Avenue, Dept. 1010 Denver, Colorado 80202	DUNS Number: 080483932 Taxpayer Identification Number: 846000580 Assistance Listing Number and Title: 21.019
--	--

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

 Authorized Representative:
 Title:
 Date signed:

U.S. Department of the Treasury:

 Authorized Representative:
 Title:
 Date signed:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS
ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency’s or court’s findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient’s obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City and County of Denver
Recipient

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

EXHIBIT F

CITY AND COUNTY OF DENVER DEPARTMENT OF GENERAL SERVICES

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned **SATELLITE SHELTERS, INC.**, a corporation organized and existing under and by virtue of the laws of the State of Colorado, hereafter referred to as the "Contractor", and _____, a corporation organized and existing under and by virtue of the laws of the State of _____, and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", in the penal sum of _____ DOLLARS (\$000,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has on the _____ day of _____, 2023, entered into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete the construction of **CONTRACT NO. GENRL-202370873, [PROCUREMENT OF COMMUNITY SHELTERS]**, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

NOW, THEREFORE, if the said Contractor shall and will, in all particulars well and truly and faithfully observe, perform and abide by each and every Covenant, Condition and part of said Contract, and the Conditions, Technical Specifications, Plans, and other Contract Documents thereto attached, or by reference made a part thereof and any alterations in and additions thereto, according to the true intent and meaning in such case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor shall satisfy all claims and demands incurred by the Contractor in the performance of said Contract, and shall fully indemnify and save harmless the City from all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising from any act, omission, or neglect of said Contractor, its agents, or employees with relation to said work; and shall fully reimburse and repay to the City all costs, damages, and expenses which it may incur in making good any default based upon the failure of the Contractor to fulfill its obligation to furnish maintenance, repairs or replacements for the full guarantee period provided in the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if said Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools or equipment used or performed in the prosecution of work provided for in the above Contract and that if the Contractor will indemnify and save harmless the City for the extent of any and all payments in connection with the carrying out of such Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, grease, coal, or any other supplies or materials used or consumed by said Contractor or its subcontractors in performance of the work contracted to be done, or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the work, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;

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 _____ day of _____, 2023.

Contractor

Attest:

By: _____
President

Secretary

Surety

By: _____
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

APPROVED FOR THE CITY AND COUNTY OF
DENVER

By: _____
Assistant City Attorney

By: _____
Mike Johnston
MAYOR

By: _____
Andrew Amador,
Executive Director of General Services

EXHIBIT G



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/22/2023

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

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

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME:		
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105	
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED Satellite Shelters, Inc. 6680 E. 86th Court Commerce City CO 80022 USA	INSURER A:	Zurich American Ins Co	16535
	INSURER B:	American Zurich Ins Co	40142
	INSURER C:	Westchester Fire Insurance Company	10030
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 570101639810 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. Limits shown are as requested

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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GL0651006233	04/01/2023	04/01/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP 6510063-33	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION	Y	Y	G71505996005	04/01/2023	04/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC106083005	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City and County of Denver/ General Services - Purchasing, its elected and appointed officials, employees and volunteers are included as Additional Insured where required by written contract and in accordance with the policy provisions of the General Liability and Automobile Liability policies. Where required by written contract, a waiver of Subrogation is granted in favor of City and County of Denver/ General Services - Purchasing in accordance with the policy provisions of the General Liability, Automobile Liability and workers' Compensation policies. The Umbrella Liability policy follows to the underlying General Liability, Business Automobile Liability and workers' Compensation policies. See Attached Addendum.

CERTIFICATE HOLDER City and County of Denver/ General Services - Purchasing Attn: Michael Romero 201 West Colfax Ave., Dept. 304 11th Floor Denver CO 80202 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Holder Identifier : ABDEF6GH

Certificate No : 570101639810



EXHIBIT G

AGENCY CUSTOMER ID:

570000076915

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Satellite Shelters, Inc.	
POLICY NUMBER See Certificate Number: 570101639810			
CARRIER See Certificate Number: 570101639810	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Interest wording

City and County of Denver/ General Services - Purchasing is included as Loss Payee with respect to the physical damage Automobile policy of covered vehicles by the Named Insured in accordance with the policy provisions. Private Passenger vehicles under *\$40,000, and commercial vehicles (other than tractors): \$250 Comp./\$500 Coll.; Private Passenger vehicles valued at \$40,001* to \$50,000* at time of loss: 5% Comp./Coll.; Private Passenger vehicles valued at \$50,001* or Higher at the time of loss: 10% Comp./Coll.; All Other vehicles, except Tractors: \$250 Comp./\$500 Coll.; For Tractors, (if a Trailer is attached to a Tractor, then one deductible applies.): \$1,000 Comp./Coll. *Actual cash value at time of loss.



EXHIBIT G
EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
11/02/2023

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

AGENCY Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA		PHONE (A/C, NO, Ext): (866) 283-7122	COMPANY Zurich American Ins Co	
FAX (A/C No): (800) 363-0105	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: 570000076915				
INSURED Satellite Shelters, Inc. 2530 Xenium Lane Minneapolis MN 55441 USA		LOAN NUMBER	POLICY NUMBER CPP461304213	
		EFFECTIVE DATE 01/01/2023	EXPIRATION DATE 01/01/2024	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

Holder Identifier :

570102559946

Certificate No :

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION	PERILS INSURED	PERILS				SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE
		BASIC	BROAD	X				
Installation Floater	Instal Prem					\$ 2,000,000	\$ 10,000	
	Temp Storage Local					\$ 50,000	\$ 10,000	
	Instal Transit					\$ 50,000	\$ 10,000	

REMARKS (Including Special Conditions)

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS City and County of Denver/ General Services - Purchasing Attn: Michael Romero 201 West Colfax Ave., Dept. 304 11th Floor Denver CO 80022 USA	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	MORTGAGEE		
	LOAN #		
AUTHORIZED REPRESENTATIVE		<i>Aon Risk Services Central, Inc.</i>	



EXHIBIT H



TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Alex Marvin, Classification and Compensation Analyst Staff
DATE: July 26, 2023
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, July 21, 2023**, and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20230020
Superseded General Decision No. CO20220020
Modification No. 7
Publication Date: 7/21/2023
(8 pages)

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

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$17.29 to comply with the city's minimum wage. The effective date is January 1, 2023.**

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

EXHIBIT H

"General Decision Number: CO20230020 07/21/2023

Superseded General Decision Number: CO20220020

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

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

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

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

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

EXHIBIT H

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

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	02/24/2023
3	04/07/2023
4	05/12/2023
5	06/02/2023
6	07/07/2023
7	07/21/2023

ASBE0028-002 03/01/2022

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 32.98	15.47

CARP0055-002 05/01/2023

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 33.86	12.59

CARP1607-001 06/01/2023

	Rates	Fringes
MILLWRIGHT.....	\$ 41.19	16.74

ELEC0068-012 06/01/2023

Rates Fringes

EXHIBIT H

ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 43.20	18.38
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ELEV0025-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 51.94	37.335

FOOTNOTE:

a. Vacation: 6%/under 5 years based on regular hourly rate for

all hours worked. 8%/over 5 years based on regular hourly

rate for all hours worked.

b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence

Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday

after Thanksgiving Day; and Christmas Day.

ENGI0009-017 05/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
141 tons and over.....	\$ 38.63	14.25
50 tons and under.....	\$ 34.77	14.25
51 to 90 tons.....	\$ 35.07	14.25
91 to 140 tons.....	\$ 36.27	14.25

IRON0024-009 05/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 35.24	12.50

EXHIBIT H

IRON0024-010 05/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 35.24	12.50

PAIN0079-006 08/01/2022

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

PAIN0079-007 08/01/2022

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

PAIN0419-001 06/01/2022

	Rates	Fringes
SOFT FLOOR LAYER (Vinyl and Carpet).....	\$ 18.25	14.33

* PAIN0930-002 07/01/2023

	Rates	Fringes
GLAZIER.....	\$ 33.51	12.65

PLUM0003-009 06/01/2022

	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 41.33	19.29

EXHIBIT H

PLUM0208-008 06/01/2023		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 41.50	19.72

SFCO0669-002 04/01/2023		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 43.14	26.40

SHEE0009-004 07/01/2023		
	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 38.47	20.83

* SUCO2013-006 07/31/2015		
	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 22.40	4.85
CARPENTER (Metal Stud Installation Only).....	\$ 17.68	0.00
CARPENTER, Excludes Acoustical Ceiling		

EXHIBIT H

Installation, Drywall Hanging, and Metal Stud Installation.....	\$ 21.09	6.31
CEMENT MASON/CONCRETE FINISHER...	\$ 20.09	7.03
LABORER: Common or General.....	\$ 14.49 **	5.22
LABORER: Mason Tender - Brick...	\$ 15.99 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.00 **	0.00
LABORER: Pipelayer.....	\$ 16.96	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 19.10	3.89
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
ROOFER.....	\$ 16.56	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.34	0.00
WATERPROOFER.....	\$ 12.71 **	0.00

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

EXHIBIT H

**Office of Human Resources
Supplemental Rates
(Specific to the Denver projects)
Revision Date: 01-01-2023**

Classification		Base	Fringe
Boilermaker		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Laborer: Concrete Saw		\$17.29	-
Paper Hanger		\$20.15	\$6.91
Plasterer		\$24.60	\$12.11
Plaster Tender		\$17.29	-
Power Equipment Operator	Concrete Mixer - Less than 1 yd	\$23.67	\$10.67
	Concrete Mixer - 1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loader - up to and incl 6 cu yd	\$23.67	\$10.67
	Loaders - over 6 cu yd	\$23.82	\$10.68
	Mechanic	\$18.48	-
	Motor Grader	\$23.97	\$10.70
	Oilers	\$22.97	\$10.70
	Roller	\$23.67	\$10.67
Truck Driver	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11
Waterproofer		\$17.29	\$0.00

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

EXHIBIT I
FEDERAL PROVISIONS

1. **Federal Provisions:** Where the source of the funds, directly or indirectly for this Agreement, is the Federal Government, the Contractor (referred to herein as “Vendor”) agrees to the applicable provisions set out below. Vendor shall be responsible for determining which terms are applicable to its products and/or services.
 - 1.1. **Equal Employment Opportunity Compliance:** Vendor agrees to comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60); **Davis-Bacon Act Compliance:** Vendor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3148 to 3148) as supplemented by Department of Labor regulations (29 CFR part 5); **Anti-Kickback Act Compliance:** Vendor agrees to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3); **Contract Work Hours and Safety Standards:** Vendor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5); **Rights to Inventions Made Under a Contract or Agreement:** Vendor agrees to comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency; **Clean Air and Water Requirements:** Vendor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 *et seq.*), and the Clean Water Act (33 U.S.C. 1251 *et seq.*). Vendor agrees to report each violation of these requirements to City and understands and agrees that City will, in turn, report each violation as required to the appropriate EPA regional office; **Energy Conversation Requirements:** Vendor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201); **No Suspension or Debarment:** Vendor certifies that neither it nor its principals or any of its subcontractor is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency; and **Byrd Anti-Lobbying:** If the Maximum Contract Amount exceeds \$100,000, the Vendor must complete and submit to City a required certification form provided by City certifying that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract grant of any other award covered by 31 U.S.C. 1352. Vendor must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.
2. **FEMA Grant and Cooperative Agreement Specific Provisions:** During the performance of this Agreement, Vendor agrees as follows:
 - 2.1. **Equal Employment Opportunity:**
 - 2.1.1. Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading,

demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2.1.2. Vendor will, in all solicitations or advertisements for employees placed by or on behalf of Vendor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 2.1.3. Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Vendor's commitments under this section, 2 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 2.1.4. Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 2.1.5. Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 2.1.6. In the event of Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Vendor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 2.1.7. Vendor will include the portion of the sentence immediately preceding paragraph (2.1) and the provisions of paragraphs (2.1.1) through (2.1.7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-vendor or vendor. Vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a vendor becomes involved in, or is threatened with, litigation with a sub-vendor or vendor as a result of such direction by the administering agency Vendor may request the United States to enter into such litigation to protect the interests of the United States

2.2. Compliance with the Contract Work Hours and Safety Standards Act:

- 2.2.1. Overtime requirements. No vendor, assignee or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2.2.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (2.2.1) this section, Vendor, assignee and

any sub- contractor responsible therefor shall be liable for the unpaid wages. In addition, such vendor, assignee and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 2.2.1 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 2.2.1 of this section.

- 2.2.3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Vendor, assignee or subcontractor under any such contract or any other Federal contract with the same prime vendor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime vendor, such sums as may be determined to be necessary to satisfy any liabilities of such vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2.2.2 of this section.
- 2.2.4. Subcontracts. Vendor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 2.2.1 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 2.2 of this section.

2.3. Clean Air Act and Federal Water Pollution Control Act provisions:

- 2.3.1. Clean Air Act: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq. Vendor agrees to report each violation to the (City and County of Denver, Colorado will, in tum, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Vendor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
- 2.3.2. Federal Water Pollution Control Act: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Vendor agrees to report each violation to City and County of Denver, Colorado and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in tum, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Vendor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
- 2.3.3. Suspension and Debarment: This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Vendor is required to verify that none of Vendor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these

regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.4. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended): Vendors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

2.5. APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

- 2.5.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). The undersigned [Vendor] certifies, to the best of his or her knowledge, that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2.5.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2.5.3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 2.5.4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Vendor

understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Vendor's Authorized Official

Name and Title of Vendor's Authorized Official

Date

3. **Procurement of Recovered Materials:** In the performance of this contract, Vendor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: (i) competitively within a timeframe providing for compliance with the contract performance schedule; (ii) meeting contract performance requirements; or (iii) at a reasonable price. Information about this requirement and the list of EPA-designate items is available at EPA's Comprehensive Procurement Guidelines website, www.epa.gov/cpg.
4. **Additional Federal Provisions for FEMA Agreements:**
 - 4.1. Vendor agrees to provide (City and County of Denver, Colorado), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - 4.2. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - 4.3. Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - 4.4. Vendor shall not use the DRS seal(s), logos, crests, or reproductions of flags or likenesses of DRS agency officials without specific FEMA pre- approval.
 - 4.5. This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. Vendor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
 - 4.6. The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non- Federal entity, vendor, or any other party pertaining to any matter resulting from the contract. Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Vendor's actions pertaining to this Purchase Order.
5. **Additional Terms and Conditions for ARPA Grant Funds:**
 - 5.1. Vendor agrees and acknowledges that some or all of the funds encumbered by te City to pay for the services described herein have been provided in accordance with Section 603(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021) (along with all rules and regulations promulgated thereunder, "ARPA"). The Parties acknowledge that all funding from ARPA (collectively, "ARPA Funds") may only be used to cover those eligible costs incurred by City during the period that begins on March 3, 2021, and ends on December 31, 2024:
 - 5.1.1. To respond to the public health emergency with respect to the Coronavirus Disease 2019 ("COVID-19") or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or to aid impacted industries such as tourism, travel and hospitality;
 - 5.1.2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of City that are performing

such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;

- 5.1.3. For the provision of government services to the extent of the reduction in revenue of City due to the COVID-19 public health emergency relative to the revenues collected in the most recent full fiscal year of City prior to the emergency; or To make necessary investments in water, sewer, or broadband infrastructure.
- 5.2. Vendor shall only utilize ARPA Funds for the purposes described in the attached purchase order. Vendor agrees and acknowledges that, as a condition to receiving the ARPA Funds, it shall strictly follow the Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto and incorporated herein as Exhibit A. All invoices submitted by Vendor to City pursuant to this Agreement shall use “COVID-19” or “Coronavirus” as a descriptor for those costs that are paid by ARPA Funds to facilitate the tracking of Agreement-related spending related to COVID-19. Vendor shall segregate and specifically identify the time and expenditures billed to City on each invoice to allow for future review and analysis of COVID-19 related expenses. To avoid an unlawful duplication of federal benefits, the Parties agree and acknowledge that the services and/or goods provided by Vendor for which ARPA Funds are used shall not, to the extent that ARPA Funds are used, also be paid for or reimbursed by monies provided under any other federal program.
- 5.3. City agrees and acknowledges that it shall obligate the use of ARPA funds for the services performed and/or good provided by Vendor under this Agreement no later than December 31, 2024. Vendor agrees and acknowledges that all services performed and/or goods provided by Vendor using ARPA Funds must be performed and/or provided, respectively, by Vendor no later than December 31, 2026. Further, Vendor agrees and acknowledges that payment for all services performed and/or goods provided by Vendor using ARPA Funds must be provided by City to Vendor no later than December 31, 2026. As such, Vendor shall invoice City not later than November 1, 2026 for all work performed pursuant to this Agreement for which ARPA Funds will be used to enable sufficient time for City to review, process, and pay such invoice no later than the performance deadline prescribed in ARPA (the “Invoice Deadline Date”). Any invoice submitted by Vendor after the Invoice Deadline Date for services performed and/or goods provided on or prior to December 31, 2026 may not be eligible to be paid by ARPA Funds, and, to the extent that ARPA Funds are not available to pay such invoice, partially or in total, such invoice shall only be paid subject to funds appropriated annually by the Denver City Council, paid into the Treasury of City, and encumbered for the purpose of this Agreement.
- 5.4. To the extent that Vendor’s services hereunder contemplate the spending of ARPA Funds, Vendor shall provide to City information responsive to mandatory performance measures, including programmatic data sufficient to conduct oversight as well as understand aggregate program outcomes. Further, in providing the ARPA-required information to City, to the extent possible, Contractor shall provide this programmatic data related to such services disaggregated by race, ethnicity, gender, income, and other relevant demographic factors as may be determined by City. Vendor shall insert the foregoing requirement into all subcontracts related to this Agreement, thereby obligating all subcontractors to the same reporting requirement as Vendor.
- 5.5. The following paragraph replaces the section of this Agreement entitled “**EXAMINATION OF RECORDS AND AUDITS:**”: Vendor shall maintain records of the documentation supporting the use of ARPA Funds in an auditable format, for the later of five (5) years after final payment on this Agreement or the expiration of the applicable statute of limitations. Any authorized agent of City, including City Auditor or his or her representative, and for

ARPA Funds any authorized agent of the Federal government, including the Special Inspector General for Pandemic Recovery (“Inspector General”) have the right to access, and the right to examine, copy and retain copies, at the official’s election in paper or electronic form, any pertinent books, documents, papers and records related to Vendor’s use of ARPA Funds pursuant to this Agreement. Vendor shall cooperate with Federal and City representatives and such representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of five (5) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of the use of ARPA Funds, City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this section shall require Vendor to make disclosures in violation of state or federal privacy laws. Vendor shall at all times comply with D.R.M.C. 20-276.

5.5.1.