

AGREEMENT

THIS AGREEMENT, is made and entered into as of the date stated on the signature page (“Effective Date”), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **AFL MAINTENANCE GROUP, INCORPORATED**, a Colorado corporation doing business as **American Facility Services Group, Inc.**, whose address is 1075 S. Yukon St. Suite 300, Lakewood, Colorado, 80226 (“Contractor”).

RECITALS

The City desires to obtain janitorial services (the “Services”) for its facilities.

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

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

AGREEMENT

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

SECTION 1 – DEFINITIONS

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

1.01 CONTRACT ADMINISTRATION

The City’s Executive Director of General Services (the “Executive Director”) or his or her designee (“Designee”) shall authorize all work performed under this Agreement. The Executive Director hereby delegates his or her authority over the work described herein to the Operations Supervisor(s) as the Executive Director’s authorized representative for the purpose of coordinating and approving work performed by the Contractor under this Agreement. The Operations Supervisor(s) are authorized representative(s) for day-to-day administration of the Contractor’s services under this Agreement, except for approvals which are specifically identified in this Agreement as requiring the Executive Director’s approval.

The Contractor shall submit its reports, memoranda, correspondence and submittals to the Executive Director or Designee. The Executive Director and the Deputy Executive Director may rescind or amend any such designation of representatives or delegation of authority and the Deputy Executive Director may from time to time designate a different individual to act as Operations Supervisors(s), upon notice to the Contractor.

1.02 AGREEMENT DOCUMENTS

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

Agreement	
Exhibit A	Scope of Work and Technical Requirements (“Scope of Work”)
Exhibit B	Pricing
Exhibit C	Insurance Certificate
Exhibit D	Payment and Performance Bond
Exhibit E	Prevailing Wage Rate Schedule

1.03 CONTRACTOR EMPLOYEE; CONTRACTOR PERSONNEL

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

1.04 CONTRACTOR’S PROPOSAL

“Contractor’s Proposal” shall mean the Proposal as finally submitted by the Contractor dated December 2, 2025, in response to City and County of Denver Request for Proposals No. 1022A-2025 issued October 30, 2025.

1.05 EXECUTIVE DIRECTOR

“Executive Director” means the Executive Director of General Services.

SECTION 2 – SCOPE OF WORK

2.01 SCOPE OF WORK

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

2.02 MANNER OF WORK

A. Scope of Work: The Contractor will furnish all of the technical, administrative, professional and consulting services and other labor; all supplies and materials, equipment, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources required to perform and complete the work all in accordance with the attached **Exhibit A**, hereinafter referred to in this Agreement as the Contractor's “Scope of Work.”

The Contractor shall not be authorized to proceed with work described herein and the City shall not be obligated to fund any work performed by the Contractor, until the City has provided written notification to the Contractor that the work is to be performed.

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

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

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

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

2.03 COORDINATION AND LIAISON

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

2.04 PREPARATION FOR ASSUMPTION OF RESPONSIBILITY

Preparatory actions by the Contractor shall include but are not limited to hiring and training personnel. In order to conduct an orderly transition, the Contractor will obtain, at least seven (7) calendar days prior to commencement of the Contractor's operations under this Agreement, all badges, clearances and/or driver's licenses which are required for such person's job classification as set out herein. The Contractor further agrees to fully implement and comply with Denver Revised Municipal Code ("DRMC") Sections 58-31 et seq., "Non-displacement of qualified workers", and as outlined in Section 11.25 of this Agreement.

SECTION 3 – TERM

The term of this Agreement shall commence at 12:01 a.m. M.S.T. on May 1, 2026, and shall expire at 11:59:59 p.m. M.S.T. on April 30, 2029 (the "Term"), unless earlier terminated in accordance with this Agreement or extended by written amendment. The Term may be extended on the same terms and conditions, for additional two (2) one (1) year renewal terms, upon written amendment

to this Agreement prior to the expiration of the current term. The Contractor agrees to comply with all applicable contract close-out procedures and requirements set forth in this Agreement and as otherwise directed by the Executive Director.

SECTION 4 – COMPENSATION AND PAYMENT

4.01 COMPENSATION

The City hereby agrees to pay the Contractor, and the Contractor agrees to accept as its sole compensation for its complete costs incurred and services rendered under this Agreement, an amount negotiated for each building included in the Scope of Work and **Exhibit B – Pricing**.

4.02 MONTHLY BILLINGS

The Contractor shall submit monthly invoices consistent with the pricing set out in **Exhibit B** and in a form satisfactory to the City. An example of the City’s invoice requirements is provided in Attachment C to **Exhibit A**, Example Invoice. Monthly invoices shall be submitted no more than 30 days from the last day of the billing cycle. The Contractor agrees that the Operations Supervisor may from time to time require changes to the format and content of the monthly invoice to be submitted by the Contractor. The City reserves the right to reject any and all invoices for specified items of work that have not been performed to the satisfaction of the City.

4.03 MAXIMUM LIABILITY

A. Any other provision in this Agreement notwithstanding, in no event shall the City be liable for payment under this Agreement for any amount in excess of **THREE MILLION SEVEN HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$3,750,000.00)** (the “Maximum Contract Liability”). The Maximum Contract Liability may only be increased by written amendment to this Agreement. Any services performed beyond those set forth therein are performed at the Contractor’s risk and without authorization under this Agreement.

B. It is agreed and understood that this Agreement is a multi-year agreement with only partial funding authorized at the commencement of the Term. 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, and this Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

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

4.04 TIME OF PAYMENT / PROMPT PAYMENT

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

SECTION 5 – CONTRACTOR'S PERFORMANCE

5.01 CONTRACTOR PERSONNEL – GENERAL REQUIREMENTS

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

B. The Contractor shall remove any Subcontractor or employee that the Executive Director notifies the Contractor in writing that such person:(a) is, in the sole opinion of the Executive Director or Designee, incompetent, unfit or disorderly; or (b) has used profane or abusive language or behavior while providing services to the City. Such person shall not be reassigned to City work by the Contractor, except with the express written consent of the Executive Director or Designee.

5.02 THE CONTRACTOR'S PROJECT MANAGER

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

5.03 SECURITY

A. It is a material requirement of this Agreement that the Contractor shall comply with all rules, regulations, written policies and authorized directives from the City. The Contractor shall conduct all of its activities in compliance with the City's security program. Violation by the

Contractor or any of its employees, subcontractors, or vendors of any rule, regulation or authorized directive from the City with respect to security shall be grounds for immediate termination by the City of this Agreement for cause.

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

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

5.04 BACKGROUND CHECKS

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

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

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

C. In addition to the foregoing background check, certain City locations require employees to pass an NCIC background check. These background checks will be administered by the City and will be at no cost to the Contractor. Contractor employees will be required to provide their social security numbers to the City. Contractor employees will be provided entrance cards for each facility. Contractors employees are not allowed to share cards to provide services. The following locations require NCIC background checks:

1. Police Academy
2. Denver Animal Shelter
3. Traffic Operations
4. All Denver Police Districts
5. Police Administration Building
6. Police Crime Lab
7. District Attorney's Offices within the Wellington Webb building, Minoru Yasui building and the Lindsay Flanigan Courthouse

D. The background check(s) must be conducted successfully prior to initial access and/or involvement by employees. Employees who separate from the Contractor's employment must undergo another background check prior to renewed access and/or involvement in providing services to the City. The City also has the ability to audit the Contractor's background check process, to ensure compliance with City standards, at any time. Additionally, all employees are required to self-disclose to the Contractor any criminal charges and convictions and nolo contendere pleas (not contest pleas) that occur while providing services to the City within three business days of the conviction, charge, or plea. The Contractor is required to inform the City of any criminal charges or convictions or nolo contendere pleas (no contest pleas) that arise while an employee is on assignment with the City. The Contractor must inform the City within one business day of the Contractor having knowledge of the charge, conviction, or plea. The City will determine, in its sole discretion, whether the employee will remain on a City assignment.

E. The City may request the removal of any Contractor employee for cause, which shall include but not be limited to poor work performance, theft, property damage, violations of security protocols, or inappropriate behavior. The Contractor will immediately remove the employee upon request.

F. Failure by the Contractor to comply with the terms of this Section may result in the termination of this Agreement.

5.05 SAFETY

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

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

5.06 LAWS, REGULATIONS, TAXES AND PERMITS

A. The Contractor shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the work

under this Agreement. All costs thereof shall be deemed to be included in the prices proposed for the work.

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

5.07 COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS

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

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

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

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

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

5.08 EXISTING UTILITIES AND STRUCTURES

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

SECTION 6 – INDEMNITY; INSURANCE; BONDS

6.01 INSURANCE

A. General Conditions: 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 C**, 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.

C. Additional Insureds: For Commercial General Liability, 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. Workers' Compensation/Employer's 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. 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.

6.02 DEFENSE AND INDEMNIFICATION

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

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

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

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

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

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

6.04 PAYMENT AND PERFORMANCE BOND

A. 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 THOUSAND DOLLARS (\$100,000.00)** (the "Surety"). Bonds must be substantially in the form specified in **Exhibit D**, 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 earlier 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 section shall survive the expiration or earlier termination of this Agreement and failure to obtain or maintain said Surety shall be grounds for immediate termination.

SECTION 7 - SUBCONTRACTING

7.01 SUBCONTRACTING ALLOWED

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

7.02 OBLIGATIONS OF CONTRACTOR

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

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

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

7.03 APPROVAL OF SUBCONTRACTORS

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

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

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

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

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

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

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

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

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

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

7.04 NO CONTRACTUAL RELATIONSHIP

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

SECTION 8 – WAGES AND SALARIES

8.01 PAYMENT OF PREVAILING WAGES

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 E** and incorporated herein by reference.

B. Date bid or proposal issuance was advertised: October 30, 2025.

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 this Agreement.

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.

G. If the 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.

8.02 COMPLIANCE WITH DENVER WAGE LAWS

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

SECTION 9 - CONTRACT ADMINISTRATION; CONTRACT DOCUMENTS

9.01 AUTHORITY OF THE OPERATIONS SUPERVISOR

A. The day to day administration of this Agreement is vested in the City's Operations Supervisor(s). The Operations Supervisor(s) or other City representative shall have the right to inspect facilities and equipment to ensure compliance with this Agreement. The Operations Supervisor(s) will decide any and all questions which may arise as to the quality and acceptability

of supplies and equipment furnished and work performed, and as to the manner of performance and rate of progress of the work.

B. The Operations Supervisor(s) may make changes in the specifications of work performed by the Contractor, if such changes do not alter the general nature of the work being performed. Notice to the Contractor of such changes will be made orally if the duration of such changes is less than one week; otherwise, notice will be given in writing.

9.02 CONTRACTOR’S UNSATISFACTORY PERFORMANCE

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

9.03 DISPUTE RESOLUTION

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. It is further agreed that no cause of action shall be brought against the City until there has been full compliance with the terms of this Section.

9.04 CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

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

Exhibit A	Scope of Work and Technical Requirements including Attachments A, B, and C (“Scope of Work”)
Exhibit B	Pricing
Exhibit C	Insurance Certificate
Exhibit D	Payment and Performance Bond
Exhibit E	Prevailing Wage Rate Schedule

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

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

SECTION 10 – DEFAULT; REMEDIES; TERMINATION

10.01 TERMINATION FOR CONVENIENCE OF THE CITY

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

10.02 DEFAULT

The following are events of default under this Agreement:

- A. In the opinion of the Executive Director, the Contractor fails to perform adequately the services required in this Agreement.
- B. In the opinion of the Executive Director the Contractor fails to perform the required work within the time stipulated in this Agreement.
- C. In the opinion of the Executive Director, the Contractor provides material that does not meet the requirements of this Agreement
- D. In the opinion of the Executive Director, the Contractor attempts to impose on the City and County of Denver materials, products, service or workmanship which is of an unacceptable quality.
- E. In the opinion of the Executive Director, the Contractor fails to make progress in the performance of the requirements of this Agreement and/or gives the City and County of Denver a positive indication that the Contractor will not or cannot perform to the requirements of this Agreement.
- F. The Contractor is in default under any other contract, purchase order or agreement with the City.
- G. The Contractor becomes insolvent, or takes the benefit of any present or future insolvency or bankruptcy statute, or makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee or liquidator of any or substantially all of its property.

H. The Contractor transfers its interest under this Agreement, without the prior written approval of the City, by reason of death, operation of law, assignment, sublease or otherwise, to any other person, entity or corporation.

I. The Contractor gives its permission to any person to use for any illegal purpose any portion of the City made available to Contractor for its use under this Agreement.

J. The Contractor fails to comply with any of the provisions of this Agreement concerning City security.

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

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

10.03 REMEDIES

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

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

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

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

D. The City may obtain necessary services in the open market, or otherwise perform or obtain performance of the services covered by this Agreement, at the expense of the Contractor. The City may recover any actual excess costs by: (1) deduction from an unpaid balance; (2) collection against the Contractor's performance bond; or (3) any combination of the two foregoing

methods. Nothing herein shall prevent the City from using any other method of collection available to it.

10.04 REMEDIES CUMULATIVE

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

SECTION 11- GENERAL CONDITIONS

11.01 COLORADO OPEN RECORDS ACT AND CONFIDENTIAL INFORMATION

A. 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.

B. Except as expressly provided by the terms of this Agreement, the Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any data, including Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Agreement. The Contractor further acknowledges that by providing data, Proprietary Data or confidential information, the City is not granting to the Contractor any right or license to use such data except as provided in this Agreement. The Contractor further agrees not to disclose or distribute to any other party, in whole or in part, the data, Proprietary Data or confidential information without written authorization from the Executive Director and will immediately notify the City if any information of the City is requested from the Contractor from a third party.

C. The Contractor agrees, with respect to the Proprietary Data and confidential information, that: (1) the Contractor shall not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the Executive Director; (2) the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (3) the Contractor shall, upon the expiration or earlier termination of this Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

D. The Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted data received from, or on behalf of City. It is the responsibility of the Contractor to ensure that all possible measures have been taken to secure the computers or any other storage devices used for City data. This includes industry accepted firewalls, up-to-date anti-virus software, controlled access to the physical location of the hardware itself.

E. The Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. The Contractor shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

F. Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and confidential information on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or confidential information. The Contractor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.

G. If the City is furnished with proprietary data or confidential information that may be owned or controlled by Contractor (“Contractor’s Confidential Information”), the City will endeavor, to the extent provided by law, to comply with the requirements provided by the Contractor concerning the Contractor’s Confidential Information. However, the Contractor understands that all the material provided or produced by the Contractor under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S. In the event of a request to the City for disclosure of such information, the City will advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of it’s the Contractor Confidential Information and take necessary legal recourse. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. The Contractor further agrees to defend, indemnify, save, and hold harmless the City from any Claims arising out of the Contractor’s intervention to protect and assert its claim of privilege against disclosure under this Section including, without limitation, prompt reimbursement to the City of all reasonable attorneys’ fees, costs, and damages that the City may incur directly or may be ordered to pay by such court.

H. If the Contractor receives personal identifying information (“PII”) under this Agreement, the Contractor shall implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the PII and the nature and size of the Contractor’s business and its operations. The Contractor shall be a “Third-Party Service Provider” as defined

in C.R.S § 24-73-103(1)(i), and shall maintain security procedures and practices consistent with C.R.S §§ 24-73-101 et seq. Unless the Contractor agrees to provide its own security protections for the information it discloses, the Contractor shall require all its subcontractors, employees, agents, and assigns to implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the PII disclosed and reasonably designed to help protect the PII subject to this Agreement from unauthorized access, use, modification, disclosure, or destruction. The Contractor and its subcontractors, employees, agents, and assigns that maintain electronic or paper documents that contain PII under this Agreement shall develop a written policy for the destruction of such records by shredding, erasing, or otherwise modifying the PII to make it unreadable or indecipherable when the records are no longer needed.

11.02 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.

11.03 ASSIGNMENT OF CONTRACT

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

11.04 NONEXCLUSIVE CONTRACT

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

11.05 NO THIRD PARTY BENEFICIARIES

This Agreement does not, and shall not be deemed or construed to confer upon or grant to any third party or parties any right to claim damages or to bring any suit, action or other proceeding against either the City or the Contractor because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein contained. Any person other than the City or the Contractor receiving any benefit hereunder shall be deemed to be an incidental beneficiary only.

11.06 RISK OF LOSS

The Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered as a result of this Agreement which occur prior to delivery to the City and County of Denver; and

such loss, injury or destruction shall not release the Contractor from any obligation hereunder.

11.07 PATENTS AND TRADEMARKS

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

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

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

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

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

11.09 NO WAIVER OF RIGHTS

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

11.10 NOTICES

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

by Contractor to:

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

by City to:

AFL Maintenance Group, Incorporated dba American Facility Services Group, Inc.
1075 S Yukon St
Lakewood, CO 80226

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

11.12 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS

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

11.13 SOLICITING

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

11.14 GRATUITIES

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

11.15 ADVERTISING AND PUBLIC DISCLOSURES

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

11.16 GREENPRINT DENVER POLICY AND GUIDANCE:

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

11.17 ESTIMATED QUANTITIES

The approximate service needs outlined herein are estimated as closely as possible. However, the City neither states nor implies any guarantee that actual service utilization will equal the estimate. It is the intent of this Agreement that the City will be supplied with more or less of the services outlined herein according to actual needs.

11.18 TIME IS OF THE ESSENCE

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

11.19 CONFLICT OF INTEREST

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

11.20 SEVERABILITY

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

11.21 ENTIRE CONTRACT

The parties acknowledge and agree that the provisions contained herein constitute the entire agreement between the parties as to the subject matter hereof, and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement, except those which are expressly reserved herein to the Executive Director, shall be valid unless they are contained in an instrument which is executed by all the parties with the same formality as this Agreement. The foregoing notwithstanding, the parties agree that the Scope of Work may be modified in the event that an agency or department of the City has or develops specific requirements such as security related matters or other requirements which may impact the operation of the Contractor under this Agreement. In such event the parties agree to negotiate in good faith a set of sub-requirements to the Scope of Work, signed by the Contractor and the Executive Director, which shall be in the nature of a change order and which shall not require an amendment of this Agreement.

11.22 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 hereunder, may be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or enforceability of 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.

11.23 CITY EXECUTION OF CONTRACT

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

11.24 COMPLIANCE WITH M/WBE REQUIREMENTS.

A. This Agreement is subject to Article V of Chapter 28, Denver Revised Municipal Code (“D.R.M.C.”), designated as §§ 28-117 to 28-199 (the “Goods and Services Ordinance”); and any Rules and Regulations promulgated pursuant thereto. The Contractor’s Goal Commitment to MWBE participation for this Agreement is 25% as stipulated in the Division of Small Business Opportunity’s (“DSBO”) Commitment to MWBE Participation Form submitted by the Contractor.

B. Under § 28-132, D.R.M.C., the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless there is a change in the work by the City under § 28-133, D.R.M.C. The Contractor acknowledges that:

1. If directed by DSBO, the Contractor is required to develop and comply with an approved Utilization Plan and the requirements therein, in accordance with § 28-129(c), D.R.M.C. Along with the Utilization Plan requirements, the Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.

2. If contract modifications are issued under this Agreement, whether by amendment or otherwise, the Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-133, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change to the City.

3. If there are changes in the work that include an increase in scope of work under this Agreement, whether by amendment or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change or modification shall be immediately submitted to DSBO for notification purposes.

4. Those amendments or other modifications that involve a changed Scope of Work that cannot be performed by existing subcontractors shall be subject to the original goal on the contract. The Contractor shall satisfy such goal with respect to the changed Scope of Work by soliciting new MWBEs in accordance with §§ 28-133, D.R.M.C. The Contractor must also satisfy the requirements under §§ 28-128 and 28-136, D.R.M.C., with regard to changes in MWBE scope or participation. The Contractor shall supply to DSBO all required documentation under §§ 28-128, 28-133, and 28-136, D.R.M.C., with respect to the modified dollar value or work under this Agreement.

5. If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Contractor is required to comply with § 28-135, D.R.M.C., regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.

6. Termination or substitution of an MWBE subcontractor requires compliance with § 28-136, D.R.M.C.

7. Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-139 of the Goods and Services Ordinance.

8. Should any questions arise regarding DSBO requirements, the Contractor should consult the Goods and Services Ordinance or may contact the designated DSBO representative at (720) 913-1999.

11.25 WORKER RETENTION: Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Worker Retention Ordinance, Sections 58-31 through 58-34, D.R.M.C. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City's Worker Retention Ordinance and that any failure by Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C Sections shall result in the remedies authorized therein.

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

Contract Control Number: GENRL-202683988-00
Contractor Name: AFL MAINTENANCE GROUP, INCORPORATED

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-202683988-00
AFL MAINTENANCE GROUP, INCORPORATED

By: DocuSigned by:
Nicole Natividad
6E78142D16F54BE..._____

Name: Nicole Natividad
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A: SCOPE OF WORK AND TECHNICAL REQUIREMENTS

A.1 SCOPE OF WORK:

The City is contracting with the Contractor to coordinate, plan, manage, and perform janitorial services to maintain an acceptable appearance and a healthy environment for City facilities. The Contractor shall perform all janitorial services described in Exhibit A – Scope of Work and Exhibit A - Attachment A - Scope of Work by Facility. These services may include but not limited to office spaces, lobbies, corridors, basement areas, hallways, stairways, restrooms, passageways, service and utility areas, elevators, locker rooms, gyms, cardio/weight equipment areas, outdoor areas, parking garages, etc.

A.2 FACILITIES:

GROUP 5

General Services Facilities Management Buildings:

1. Minoru Yasui Building, 303 W. Colfax Avenue
2. Wellington E. Webb Building, 201 W. Colfax Avenue

A.3 Contract Administration

The City's Executive Director of General Services or designee is responsible for authorizing and approving work performed under this Agreement. The Executive Director may designate a Facilities Management Division Operations Supervisor to be responsible for day-to-day administration of the contract.

The term "Facility Manager" includes Facilities Management Division Facilities Superintendents, Parks and Recreation Facility Supervisors and those with similar responsibilities within other City agencies. Facility Managers are also authorized to represent the City in the day-to-day administration of the contract, as it relates to their facilities. Such individuals will be identified by the City's contract administrator upon contract execution.

The Contractor will be notified by the General Services Facilities Management Operations Supervisor in writing when personnel changes occur among the City's designated representatives.

A.4 Contractor Management

The General Services Facilities Management Operations Supervisor will have the primary responsibility for managing the operational aspects of this contract.

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

Any perceived contractor issues or deficiencies will be addressed first at the individual facility level. These deficiencies will be documented by the agency Facility Manager and forwarded to the General Services Facilities Management Operations Supervisor and the General Services Contracts Office, as

will all subsequent correspondence regarding the same deficiency.

If the problem cannot be resolved by the individual Facility Manager, it is to be escalated to the General Services Facilities Management Operations Supervisor. The General Services Contracts Office will maintain records of all relevant correspondence throughout the life of the contract. The process is to be addressed/worked until a satisfactory resolution has been reached.

The City reserves the right to perform spot checks at any City facility in order to verify that Contractor employees are present and working during scheduled work hours.

At the close of the contract, the Contractor will work closely with the Operations Supervisor and the General Services Contracts Office to ensure that all tasks are completed, and all invoices and payroll reports are submitted in a timely manner.

A.5 Meetings

After award of the contract, and prior to commencement of service, the Contractor's managerial personnel will be required to attend an introductory meeting with City personnel. Topics will include:

1. Contractor supervisors and contact persons
2. City contact persons
3. Building security and access
4. Responsibility for supply purchases and equipment maintenance
5. Invoicing and required submittals
6. Prevailing Wage Ordinance, Denver Wage Laws Ordinance, and DSBO requirements
7. Expectations of cleanliness for specific facilities, this expectation may change throughout the life of the contract, but this will be the identification of the City's expectations at the start of the contract
8. Privacy and Security expectations

Following the introductory meeting, the General Services Facilities Management Operations Supervisor will schedule meetings every six months, beginning on the seventh month from the contract start date, to discuss any ongoing or new concerns. The Contractor's managerial personnel will also be required to attend these meetings. The Contractor will be responsible for recording the meeting minutes of each scheduled meeting and shall distribute copies to the General Services Facilities Management Operations Supervisor, General Services Contracts Office, and any other City personnel in attendance of the meeting within three business days.

A.6 Supervision and Work Schedules

Onsite supervision will be required at the following locations:

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

All locations listed above will be staffed with day porter custodians as well as evening shift custodians. The Contractor's supervisory work schedules shall include significant portions of both shifts. Onsite supervisors are required to respond promptly (no later than within 60 minutes) to telephone calls or other

communication from the City's representatives.

Roving supervisors will be assigned to smaller locations within the group. During scheduled work hours, roving supervisors will be expected to respond promptly (no later than within 60 minutes) to any communication from the City's representatives.

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

Both onsite and roving supervisors shall speak and write English to the satisfaction of the General Services Facilities Management Operations Supervisor. The City may request that a supervisor be replaced if that supervisor's English language skills are inadequate.

City Facility Managers and employees shall limit their communication to the Contractor's managerial and supervisory personnel. They will not attempt to directly manage work performed by the Contractor's employees.

The Contractor will work with appropriate City Facility Managers to establish work schedules for both the Contractor's supervisory and nonsupervisory employees prior to the commencement of any work. These work schedules will be forwarded to the General Services Facilities Management Operations Supervisor and the General Services Contracts Office.

A.7 Security

Many City facilities require a high level of security. Prior to the commencement of service, representatives of the City and the Contractor will meet to review security policies and procedures for each facility. These policies and procedures are to be documented in writing. Copies of the policies and procedures will be maintained by the General Services Facilities Management Operations Supervisor and the General Services Contracts Office.

Contractor employees will be required to adhere to existing security procedures at each facility. No attempts to circumvent security procedures (example - propping doors open) will be allowed.

A.8 Building Keys / Access Card Control

The Contractor shall establish and implement a written policy to ensure that all keys/access cards provided by the City to the Contractor are not lost or misplaced and are not used by unauthorized persons. The Contractor shall provide the General Services Executive Director or designee a copy of this policy for review and approval prior to the commencement of service. No keys issued to the Contractor shall be duplicated. Contractor shall report the loss of keys/access card to the General Services Facilities Management Operations Supervisor within 24 hours.

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

The Contractor shall establish and implement a written procedure to guarantee against the unauthorized use of keys issued by the City. The Contractor shall provide the General Services Executive Director or Executive Director's designee a copy of this policy for review and approval prior to the commencement

of service. It is also the responsibility of the Contractor to prohibit the opening of locked areas by the Contractor's employees to permit entrance of any persons other than Contractor's employees engaged in the performance of assigned duties in the City facilities.

City Facility Managers will specify procedures for admittance to all buildings under their management and all rooms within those buildings. These procedures may be subject to change periodically. The Contractor shall exercise all reasonable efforts to ensure the safety of any keys it is given.

While cleaning areas, Contractor's personnel shall not admit anyone into any area, except authorized Contractor personnel, or City personnel who can provide proof that they are authorized to be in the area. All work performed after hours will be completed behind locked doors. On completion of nightly assigned duties, all lights shall be turned off, doors locked, and offices left in a neat and orderly condition.

The Contractor is required to furnish the General Services Facilities Management Operations Supervisor with a list of all current employees and laborers with copies of I-9's (Employment Eligibility Verification) prior to the commencement of service. The Contractor shall provide I-9s for new employees to the City upon hire.

A.9 Special events at City Facilities:

These special events/projects will be billed separately from the monthly invoice for regular, ongoing service. Requests to add or delete services from the Scope of Work of any facility must be approved by the General Services Facilities Management Operations Supervisor, the General Services Contracts Office, and the Executive Director of General Services, or the Executive Director's designee.

A.10 Supplies and Equipment

The City agrees to purchase the following goods:

- Toilet tissue
- Paper towels
- Liquid hand soaps
- Plastic trash receptacle liners
- Feminine hygiene products and disposal containers and liners
- Toilet seat covers
- Urinal screens
- Waterless urinal cleaning products
- Dish soaps used in kitchen areas
- Batteries and other restroom dispenser accessories
- Trash and recycling receptacles (not including wheeled trash barrels and carts)

Supplied by City: All mechanical dispensers required for dispensing materials designated in the paragraph above shall be supplied, installed and maintained for proper mechanical operation by the City, with the exception that Contractor employees may be required to change batteries. Lamps and ballasts will also be maintained by the City.

Most City facilities are equipped with dispensers that control the dilution of cleaning chemicals. In most facilities, the Contractor will be responsible for purchasing these chemicals. In facilities where special

chemicals are required due to preferences or requirements of the Facility Manager, the Facility will be responsible for purchasing those chemicals.

Exhibit A - Attachment A - Scope of Work by Facility will indicate those facilities where the City purchases supplies other than and beyond the supplies listed above.

Contractor supervisors shall closely monitor inventory of those products that the City will purchase and will inform Facility Managers when supplies need to be ordered. Requests for supply orders must occur at least 30 days before supplies are depleted. The City may investigate if supply usage appears to be abnormal.

At most facilities, the Contractor will be expected to provide machinery such as vacuums, carpet extractors, and floor buffers. The Contractor shall provide all necessary custodial tools, equipment and supplies including (but not limited to): brooms, brushes, sponges, scrubbing pads, spray bottles, disposable gloves, scraping tools, general cleaning and disinfecting chemicals, mops, pails, mop buckets, carts, wheeled trash barrels, wax, floor scrubbers, floor stripping chemicals, floor finish, floor pads, waxing machines, vacuum cleaners and vacuum bags, rotary buffers, dusters, dust cloths, dust mops, and dust wands for Venetian blind dusting. Equipment such as vacuum cleaners, scrubbers, etc., shall be kept in good operating order and will be designed to perform the kind of work prescribed in specifications. All mobile equipment shall have bumpers and guards to prevent marking or scratching of fixtures, furnishings, and building surfaces.

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

Any chemicals purchased or used by the Contractor must comply with the City's Green Cleaning and Sustainability standards (see A.28). These standards are designed to lessen harmful impact on the environment and create a healthier environment for employees and visitors.

Some facilities have City-owned floor scrubbing machines onsite. If approved by the Facility Manager, the Contractor's employees will be allowed to use these machines after receiving training on their operation and maintenance from City employees. The Contractor will be expected to properly maintain the machines, which remain the property of the City. Maintenance may include, but not be limited to, charging batteries, cleaning filters, etc. If the City owned scrubber becomes no longer available, the contractor must provide their own machines to continue floor maintenance. The City will not replace floor scrubbing machines.

If any chemicals are transferred from their original bottle into a generic bottle, the new bottle must contain a label listing the name of the chemical and manufacturer. The City may provide labels.

Additional requirements will be identified in Exhibit A - Attachment A - Scope of Work by Facility that describes the expectations of each Facility.

A.11 Uniforms

The Contractor is to provide uniforms for its employees at its own expense. The Contractor's uniforms are to be professional in appearance and will clearly identify workers as employees of the Contractor. All uniforms shall be the same for all employees and must be different in both design and color from those worn by any City employees.

Upon award of the resulting contract, the Contractor will provide sample uniforms to be approved by the City Chief Security Officer.

The Contractor will notify and obtain approval from the City Chief Security Officer of any changes to the Contractor's uniforms.

The City will not reimburse the Contractor for uniform costs. All uniform costs (purchase, alterations, cleaning, etc.) are the responsibility of the Contractor and are to be included in the Contractor's billing rate.

Uniforms must be consistent for all Contractor's Personnel.

A.12 Hourly Pay Rates

Contractor is required to pay all employees subject to the Prevailing Wage Ordinance, the minimum hourly base wage plus fringe benefit amount for all hours worked at a facility during the month. If the employee worked in more than one labor classification (Custodian I or Custodian II) and more than one shift, the Contractor will need a separate Hourly Bill Rate for each classification and/or shift worked. Rates for work performed during the second or third shift must include shift differential.

A.13 Hourly Management Fee

An Hourly Management Fee will be established for each Facility Group. The Hourly Management Fee will include all Contractor expenses other than the required prevailing wage rates and fringe benefits for employees. The Hourly Management Fee will include, but not be limited to:

- All payroll taxes (federal, state, and local) including the employer share of Medicare, Social Security, State Unemployment, Federal Unemployment, and Denver Occupational Privilege taxes.
- Property taxes and other taxes not related to payroll
- All management and supervisory costs, including salaries and wages. Supervisor wages are included in the Hourly Management Fee and should not be invoiced as labor costs.
- Equipment, supplies, tools, Personal Protective Equipment (PPE), and chemicals purchased by the Contractor (See Exhibit A - Attachment A - Scope of Work by Facility to determine which supplies are purchased by the City)
- Equipment maintenance
- Equipment rental
- Payroll processing and all other administrative costs
- Workers Compensation
- Liability insurance
- Performance and payment bonds or letters of credit
- Employee background checks
- Employee training

- Contractor’s internal human resources costs
- Professional consulting (if required)
- Supervisory and management travel costs
- Uniforms
- Contractor legal expenses

The Hourly Management Fee may not be charged if no labor hours occurred during the calendar month that is being invoiced.

The Hourly Management Fee will be the same for all labor classifications and shifts.

The Hourly Bill Rate will be calculated in the same manner without regard to whether a facility is added to the contract, service is increased (or decreased) at a facility, the service is a one-time service of limited duration, or if it is a temporary service of up to 90 days.

The Hourly Management Fee is firm and fixed for the first year of the contract. At the request of the contractor, the Hourly Management Fee may be adjusted to reflect an increase, if any, equal to the percentage change in the Producer Price Index (PPI) up to 3.5% all subsequent contract years including term extensions.

*Increase Effective Period	Base Period	*Request Due Date
May 1, 2027-April 30, 2028	May 2025-May 2026	October 1, 2026
May 1, 2028-April 30, 2029	May 2026-May 2027	October 1, 2027
May 1, 2029-April 30, 2030	May 2027-May 2028	October 1, 2028
May 1, 2030-April 30, 2031	May 2028-May 2029	October 1, 2029
*If approved by the City		*Request is submitted to GSContracts@denvergov.org

A.14 Invoicing

Contractors are to invoice the City monthly, submitting a separate invoice for each facility. One-time services and temporary services are to be invoiced separately from established services for the facility. Invoices are to be sent to the appropriate City agency and copied to the General Services Facilities Management Office at FacilitiesManagementInvoices@denvergov.org. A list of agency billing contacts will be provided by the City. Monthly invoices shall be submitted at a minimum of no more than 30 days from the last day of the previous billing cycle.

Invoices must include the following:

- City contract number
- Purchase Order number. Each City agency will issue a separate Purchase Order.
- City agency name and “ship to” address
- Service location (Building name and address)
- Invoice number
- Invoice date
- Service dates, time on task at the location(s) being invoiced

Invoices must include all hours worked for each employee that worked at the facility during the month

invoiced. If the employee worked in more than one labor classification (Custodian I or Custodian II) and more than one shift, there will need to be separate Hourly Bill Rate for each classification and/or shift worked. Invoices must be itemized to indicate labor classification (Custodian I or Custodian II) and the shift during which the labor occurred. The invoice will include the hourly rate paid to the employee for each classification and each shift. Rates for work performed during second or third shift must include shift differential.

Invoices must also include the Hourly Monthly Management Fee for each employee who worked at the facility during the month invoiced. The Hourly Monthly Management Fee will be billed with the Hourly Pay Rate including Benefits which will equal the Hourly Bill Rate as shown below:

Hourly Pay Rate including Benefits + Hourly Management Fee = Hourly Bill Rate

The sum of Hourly Pay Rates and Hourly Management Fee will be the Hourly Bill Rate for each itemized line. The Hourly Bill Rate will be multiplied by actual hours worked, resulting in a subtotal for each itemized line. The invoice total will be the total of all itemized lines.

The invoice must also include any City authorized overtime hours and the hourly rate paid. For overtime to be paid by the City authorization must be received prior to the occurrence.

Invoices must include hourly fringe benefit and bus pass/travel differential rates paid for each employee. Fringe benefits and differential rates may be combined with wage rates as one Hourly Pay Rate.

An example of the required invoice format is in Exhibit A – Attachment C – Invoice Example.

Upon request by the City, the contractor may be required to submit a monthly reconciliation report to the General Services Contracts Office.

A.15 Timekeeping

The Contractor shall ensure accurate, verifiable timekeeping records utilizing an electronic timekeeping system for all of the Contractor's personnel. Such electronic timekeeping system must be able to generate detailed timekeeping reports and other reports as required by the City. The Contractor may be required to provide access to the electronic timekeeping system to the City.

A.16 Types of Service Requests:

- **Scheduled Daily, Weekly, Monthly, and Annual Services**

The Contractor shall coordinate, plan, manage, schedule and perform activities described for each facility as outlined in Exhibit A - Attachment A - Scope of Work by Facility. All services outlined for each facility are considered scheduled services. These services are to be invoiced monthly, with a separate invoice for each facility.

Any preapproved services outside the scope of work for a facility is to be considered a One-Time Service of Limited Duration. These preapproved one-time services may be requested by the City following the Work Order process as outlined below.

- **One-Time Services of Limited Duration:**

One-time services of limited duration are special projects that are not included in the established Scope

of Work for an individual facility. Examples include, but are not limited to:

- Upholstery cleaning
- Cleaning window blinds
- Cleaning of overhead light fixtures
- Cleaning building exteriors, grounds, or parking areas
- Cleaning needed due to remodeling or relocation
- Cleaning needed due to water leakage, storm damage, or other emergencies (if there is an urgent need, these services may be requested by a Facility Manager prior to the approval process outlined below. The formal approval process will be followed after the fact.)
- Interior or exterior window cleaning (First floor only; Prevailing Wage window cleaning rates will apply.)
- Interior window cleaning as requested for floors above the first floor
- Cleaning during or after events that occur outside of scheduled work hours
- Emergency decontaminations of holding cells that occur outside of scheduled work hours (these do not require prior approval but will be invoiced in the same manner as other one- time services)

One-time services of limited duration may be requested by Facility Managers or by the General Services Facilities Management Operations Supervisor. The Facility Manager or General Services Facilities Management Operations Supervisor will obtain a quote from the Contractor. The quote must contain estimated labor hours and estimated labor cost. The estimated labor cost should include the Hourly Management Fee. The quote and a General Services Work Order Form will be submitted to the General Services Contracts Office.

If approved, the City will issue a written Work Order to the Contractor detailing the nature and extent of services to be provided, the location of the Work Project, and the timeframes within the Work Project is to be performed, with an amount to be paid to the Contractor upon completion and approval by the requesting agency and or project manager. The Contractor may upon receipt of the work order and prior to performing the service, take exception if the scope misrepresents the expectations of the project.

Upon execution of the Work Order, General Services will issue a Notice to Proceed letter. No work may commence without prior approval. Contractors will not be paid for work performed without authorization.

A.17 Facility and Service Additions

The City may, in the future, decide to add janitorial services at facilities that are not included in the current contract, modify or increase existing service levels, or stop service at a facility altogether. When an agency adds/removes a facility or janitorial services, the requesting agency is required to submit a General Services Facility/Service Addition Form (Exhibit A - Attachment B) along with a pricing proposal to the General Services Contract Office prior to start of service or increase/decrease of service at the requested facility.

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

Cessation of service at any facility will also require the approval of the Executive Director of General Services or the Executive Director's designee, as will reductions in service at any facilities.

A.18 Holidays and Furlough Days

The following City Holidays and/or City close of business days are observed at most, but not all City facilities. Cleaning will not be required at buildings that are closed during City Holidays or as observed. The Communications Center (12025 E. 45th Avenue) will require cleaning on Holidays. Various other City facilities may remain open but will require a reduced level of service. Prior to the commencement of service, the Contractor must consult with the appropriate Facility Manager to determine Holiday schedules.

- Jan. 1, New Year's Day
- Martin Luther King Jr. Day or 3rd Monday in January,
- Presidents' Day (third Monday in February),
- Cesar Chavez Day (last Monday in March),
- Memorial Day (Last Monday in May)
- Juneteenth (June 19th)
- Independence Day,
- Labor Day,
- Indigenous Peoples' Day (Second Monday in October)
- Veterans Day (11th of November),
- Thanksgiving Day,
- Christmas Day

If designated or required by the City

- All identified and scheduled Citywide furlough days

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

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

A.19 Cleaning Expectations

General guidelines for the performance of various cleaning tasks follow. At the discretion of the General Services Facilities Management Operations Supervisor or Facility Manager, cleaning expectations may vary at individual facilities. The Contractor shall refer to Exhibit A - Attachment A - Scope of Work by Facility for a complete list of cleaning expectations for each facility.

It should be understood that even if a service is not required every day, the service should be performed if necessary. For example, if entrance mats are to be vacuumed twice per week, but become very dirty in between, they should be cleaned immediately, rather than wait for the scheduled day for cleaning.

High Touch Area Cleaning: High touch areas include door handles and push bars, reception and customer service counters, elevator buttons, handrails, restroom fixtures, and shared office equipment such as copiers and printers. These areas should be disinfected regularly as part of routine cleaning of the areas.

A. RESTROOM CLEANING

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

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

Walls and partitions are to be thoroughly cleaned no less frequently than monthly, and floors should be mopped weekly with the machine scrubbed process performed at least twice a year. High traffic restrooms may require deep cleaning more frequently.

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

Some restrooms contain waterless urinals. The successful contractor's employees are to receive training on the manufacturer's recommended maintenance procedures at a minimum of once a year. The City will provide cleaning chemicals for waterless urinal maintenance.

Restock restrooms fully before furlough and reduced service days.

Graffiti removal will be required at some facilities. The Contractor is expected to provide the chemicals for graffiti removal. The Contractor is expected to provide typical aerosol or liquid graffiti paint remover and reasonable effort to remove typical surface graffiti. Sandblasting, pressure washing, painting, grinding replacing damaged components, and replacing protective films, shall be outside of the Scope. Graffiti is a damaging act of vandalism, and the removal of it is by definition may be damaging. Contractor shall not be held liable for damage to surfaces they are asked to clean with graffiti removing chemicals or tools. See A.28 - Environmental Management System, Environmental Policy Awareness and Compliance for details.

B. MONITORING & CLEANING RESTROOMS (DAY PORTERS)

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

C. LOCKER ROOM CLEANING

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

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

Vacuum carpeted floors and mats. Move mats in order to clean under them. Sweep and mop (with a disinfectant cleaner) hard surface floors. Some hard surface floors may need to be machine scrubbed regularly. Carpets are to be mopped at a minimum of two times a year, the City reserves the right to request this service to be increased.

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

D. GYMNASIUMS, EXERCISE, AND WELLNESS AREAS

Gymnasium floors should be swept with a wide dust mop and mopped as needed. Cleaning should be in compliance with the flooring surface of the gymnasium. The Contractor must consult with the Facility Manager to determine if the gymnasium floor can be machine scrubbed. Vacuum carpeted floors and mats.

Remove debris from bleachers and other seating areas and spot clean with an all-surface cleaner. Such surfaces should be cleaned deeply or totally cleaned at least twice a year in compliance with the manufacturer's recommendation or upon the request of the City.

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

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

E. OFFICE CLEANING

Collect trash, changing liners as needed. Collect recyclables, changing liners as needed, liners containing liquid or food debris must be changed. Keep trash separate from recycling (do not mix trash and recycling together). The frequency of trash and recycling collection varies among buildings. Even if collection is not scheduled daily, trash and recycling containers should be emptied if they are overflowing or if they are emitting an unpleasant odor. Clean the interiors and exteriors of waste receptacles when needed. Office staff should indicate whether or not large objects left near wastebaskets should be considered trash. If uncertain, do not remove these items. Transport trash and recycling to collection area or dumpster and place in appropriate collection area or dumpster. Individual buildings will differ in the method of removal of recycling material from the building.

Compost: A few City facilities have begun implementing composting programs. At the Webb building, compostable materials are collected from all restrooms and all break areas. The Contractor will be shown the expected disposal of such compostable collections.

Currently Denver Parks and Recreation centers do not have a composting program. DPR hopes to implement a composting program during the term of the contract. The Contractor will be expected to help make these efforts successful.

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

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

Clean white boards in public meeting rooms if posted, after all office workers have left for the day. Such cleanings need to be in accordance with manufacturer's expectations to maintain the life of the board.

Spot clean office equipment (such as copiers) and furniture as needed. Spot clean walls, doors, interior glass, windowsills, light switches, and other fixtures as needed.

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

Where needed dust the miniblinds with the duster at least once a month. Both sides of the blind should be dusted.

F. COURTROOM CLEANING

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

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

G. KITCHENS AND BREAK ROOMS

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

At some facilities, employees will be expected to clean the interiors of microwave ovens and the interiors of refrigerators. Refrigerator cleaning is usually scheduled monthly. Signs of this action should be posted before refrigerator cleaning occurs so that City staff may remove or discard food items. Any items left in the refrigerator when the cleaning commences are to be thrown out. The contractor's staff is not responsible for items that are left in the refrigerator(s).

H. LOBBIES, ENTRANCES, HALLWAYS, AND STAIRWAYS

Vacuum floor mats. Move mats to clean under them. Sweep the edges and corners of hard surfaced floors, being sure to sweep under benches or other furniture. Use an appropriately sized dust mop to sweep the remainder of the floor. Mop or machine scrub the floor, depending on the size of the lobby or hallway area and the availability of equipment. Vacuum carpeted floors. If the mat is so dirty that it needs to be wet cleaned the contractor's employee may wet clean with the floor scrubber or roll up and replace with a clean rental mat, whichever is indicated by the Facility Manager.

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

Spills to be addressed as soon as possible upon notification. Place wet floor signs.

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

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

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

Sweep stairways, including landings, with a broom or wedge mop. Mop the stairs as frequently as usage or weather conditions dictate. Clean handrails regularly, at least once a week. The City may ask that this cleaning process be increased if there is need due to public health concerns.

I. ELEVATORS

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

Clean elevator call buttons with approved disinfecting spray recommended by the Centers of Disease Control and Prevention guidelines. Cleaning frequency of call buttons is outlined in the Surface Cleaning Matrix which accompanies each building scope of work.

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

J. SERVICE AREAS AND CUSTODIAL CLOSETS

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

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

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

Custodial closets and storage areas reflect the cleaning standards of the employees who use them. It is expected that custodial closets will be clean and orderly at all times. Contractor employees may store personal belongings in custodial closets while on duty but are not to use them for permanent storage of personal property.

K. BUILDING EXTERIORS AND GROUNDS (DAY PORTERS)

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

or other unpaved areas. Parking garages may be included in the scope of work at some facilities.

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

This Scope of Work does not include the maintenance of:

- plants,
- landscaping,
- snow removal,
- exterior window cleaning other than easily accessible entrance glass

L. FLOOR POLISHING, STRIPPING, AND WAXING

These services may be included in the scope of work at some facilities. If included in the scope of the work, the contractor will add no additional charges to its monthly invoices. If these services are not included in the scope of work, the contractor may invoice them as temporary services.

The following expectations would apply to all flooring including most tile and terrazzo floors. It is expected that prior to the start of the job the Contractor has received direction from the Facility Manager.

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

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

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

Rinse the floor with clear water after all old finish has been removed. After the floor dries, it will be ready for a first coat of finish. (Products that combine sealer and finish are increasingly common. If the finish does not contain sealer, it may be necessary to apply a coat of sealer before applying any finish.) Use a mop head that is specifically designed for applying finish. Only the first coat of finish should be laid down to abut baseboards, corners, or walls. Allow the first coat of finish to completely dry before applying a second coat. Lay down the second and third coats of finish so that dry patches that were missed when applying earlier coats are completely filled in. Three coats are usually sufficient. When work is completed, the floor should have a smooth, uniform appearance without streaks.

M. CARPET AND UPHOLSTERY CLEANING

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

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

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

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

If City employees are performing City Business in the area affected the Contractor is to be cognizant of any issues that might affect the City employee's performance.

A.20 Quality Control/Inspections

The Contractor's managerial and supervisory personnel are expected to continuously monitor the work performed by employees and to continuously inspect the areas that they clean.

Every two months, the Facility Manager or General Services Facilities Management Operations Supervisor and the Contractor's designated contact person will jointly inspect a randomly selected facility. Inspections should be conducted with minimal impact to the organization. This may require some inspections to occur outside of normal business hours.

The General Services Facilities Management Operations Supervisor is required to personally inspect each facility twice a year and to submit a detailed report to the General Services Contracts Office following each inspection. Individual Facility Managers may inspect their facilities at any time.

Inspections should result in a numerical score, generally based on standards such as:

- **5. Exceptional** (Very few, if any, imperfections are found. Tile floors shine, undersides of toilets and urinals are clean, carpet edges and corners are vacuumed, entrance glass is spotless)
- **4. Very Good** (Relatively minor imperfections are found. Toilets are clean, but partitions are slightly soiled, carpet is vacuumed except for edges and corners, slight dust accumulation)
- **3. Satisfactory** (Area is generally presentable, but imperfections are not hard to find. Toilets are reasonably clean, but restroom walls and partitions are soiled, some stains on office walls and countertops, floors under furniture are not swept or vacuumed)
- **2. Marginal** (Cleaning tasks are minimally performed but there are obvious imperfections. Waste receptacles are emptied but soiled liners are not replaced, hard to reach surfaces are ignored, there is noticeable dust accumulation)
- **1. Unsatisfactory** (Obvious neglect. Waste receptacles are overflowing, thick dust accumulation, badly soiled surfaces, all or most restroom dispensers are empty)

Prior to commencement of service, the General Services Facilities Management Operations Supervisor and the Contractor's designated contact person will work together to develop more detailed rating criteria. The General Services Facilities Management Operations Supervisor and the Contractor's contact person

will also develop rating criteria for each facility. Functional areas such as restrooms, lobbies or offices may be rated separately. If employees are assigned to separate floors of a building, each floor may be rated separately. When a facility is divided into more than one rating area, an average score will be calculated for that facility.

The City will provide the Contractor with written notification of the inspection results. Should inspections result in a score of 2.75 or lower at any facility, follow-up inspections may occur until problems are resolved to the City's satisfaction. If problems are not resolved after 30 (thirty) days, the City reserves the right to replace the Contractor performing service at the facility with another Contractor under contract.

Prior to any term extension or rebid of the contract, a survey will be distributed to all Facility Managers in order to measure their satisfaction with the services that the Contractor is providing.

A.21 After Hours/Emergency Services

Prior to contract implementation, Contractor shall identify a single point of contact and provide contact information for after hours or emergency cleaning services. The City expects a response within a two-hour window during non-standard work hours (standard work hours are Monday – Friday, 7:00 a.m. to 5:00 p.m. and non-standard work hours are 5:00pm-7:00am Monday – Friday, weekends, and City holidays). Emergency services do not require prior approval but will be invoiced as one-time services.

A.22 Training

It is expected that employee training includes:

- Cleaning methods
- Safe work habits (including placement of wet floor signs)
- Proper use and storage of cleaning chemicals
- Safe handling and disposal of blood-borne pathogens and biowaste such as feces, urine, and vomit

The Contractor will be required to document ongoing employee training and, upon request by the City, submit the documentation to the General Services Facilities Management Operations Supervisor within 10 business days.

A.23 Safety

The Contractor shall put in place written safety measures to reduce or eliminate the risk of injuries in the performance of work. Contractor shall provide a copy of these written safety measures for review and approval to the General Services Executive Director or designee no later than contract execution. Should any accidents occur resulting in injury to a person or damage to property, the Contractor is to notify the General Services Facilities Management Operations Supervisor and the appropriate Facility Manager immediately and will cooperate fully in any required investigation. Contractor shall provide a report documenting the injury or incident within one business day of the injury or incident.

A.24 OSHA CONTRACTING PROVISIONS

A.24.a PROTECTION OF PROPERTY:

The contractor shall assume full responsibility and expense for the protection of all public and private property, structures, watermains, sewers, utilities, etc., both above and below ground, at or near the site or sites of the work being performed under the contract, or which are in any manner affected by the prosecution of the work or the transportation of men and materials in connection

therewith. The contractor shall give reasonable written notice in advance to the Department of the City having charge of any property or utilities owned by the City and to other owner or owners of public or private property or utilities when they will be affected by the work to be performed under the contract, and shall make all necessary arrangements with such department, departments, owner or owners for the removal and replacement or protection of such property or utilities.

A.24.b METHODS OF OPERATION:

Construction work started by the contractor on any unit of his/her contract must be continuously and actively prosecuted with an optimum complement of workmen and equipment to expedite completion in the shortest possible time. The contractor shall not organize to do the construction work without the approval of the City designated Project Manager.

All work shall be accomplished by workers proficient and experienced in the trades required and in an orderly and responsible manner in accordance with recognized standards and the plans and specifications.

Premises shall be kept clean and neat. Materials, scrap and equipment not having further use at the site shall be promptly removed from the job site. Disposal of contractor's waste materials in the City's containers is prohibited unless prior permission has been granted.

A.24.c OSHA GUIDELINES:

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

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

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

A.25 BACKGROUND CHECKS:

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

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

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

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

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

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

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

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

All work to be completed under this on-call contract will require that each person working on-site at a Denver Police Facility, City Attorney, Denver 911, Denver DA, and all other secure facilities within the City and County of Denver that has CJIS information, including all sub-contractors, to have completed CJIS Security Awareness Training. The CJIS Security Policy written and maintained by the Federal Bureau of Investigation is the standard by which all criminal justice agencies nationwide must protect the sensitive data they possess and share with authorized entities. The policy outlines requirements such as personnel security, training, encryption, physical security, media protection, access control, construction, and more. The CBI CJIS Vendor Management Program is designed to help vendors and criminal justice agencies achieve and maintain compliance more easily by providing an easier

fingerprinting/vetting process, assisting with the required training, sharing audit findings, and offering resources for questions about CJIS security.

All Denver Law Enforcement is now requiring that the Federal CJIS background check be completed to work at any site connected to law enforcement for the City and County of Denver. The CJIS background check can be completed through the CBI – Vendor Management Program as a **CJIS Support Vendor** at a cost to the contractor.

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

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

- 2) You will be applying to be part of the CBI Vendor Management program. To apply for this, you will need documentation that states that you are contracted to do work with one of the Safety Agencies for the City and County of Denver.
- 3) Once you have this document, you will need to submit the following:
 - a. an application to create a fingerprint account;
 - b. the Vendor Agreement;
 - c. the above referenced contractual document with one of the Safety agencies for the City and County of Denver
 - d. an IRS form W-9 for review. If they are approved, you will receive the code to use for fingerprinting
- 4) Once you have completed the fingerprinting, background check and testing and are a CJIS Support Vendor, please submit the company name, listed individual names and certificates of completion of CJIS training to Agency Representative/Contact so verification can be made as well as associating your company to DPD.
- 5) Once this process is complete, projects can be scheduled and if necessary, badges will be provided for the duration of the project and then must be returned.
- 6) This background check process is good for one year in any safety facility within Colorado as long as the individual is employed with the vendor. If the individual leaves the employment of the vendor – please notify CBI. Any subsequent arrest notification on the individual would mark the vendor as ineligible for the management program.
- 7) If you have concerns or questions, please contact CBI at: cdps.cbi.cjisvendors@state.co.us or call 303-239-4208.

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

A.26 DELIVERY CONSIDERATIONS:

Product/service deliveries/performances must be scheduled through the designated City Facility Manager.

A.27 PALLET CHARGE:

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

A.28 ENVIRONMENTAL MANAGEMENT SYSTEM, ENVIRONMENTAL POLICY AWARENESS AND COMPLIANCE:

Some City operations can pose risks to human health and the environment. Proactive environmental management can reduce risk and prevent harm. The Denver Environmental Performance Program (DEPP) is the City's ISO 14001 Environmental Management System (EMS). The DEPP ensures that all aspects of City operations with the potential to cause significant environmental impacts are proactively managed. The DEPP reinforces the City's position that each person providing products or services to the City, the City's business partners, is responsible for conducting activities in a manner consistent with the City's environmental policy. The DEPP also requires business partners ensure the competency of their staff with respect to their environmental impacts and duties.

The Environmental Policy of the City & County of Denver, may be found at:

<https://www.denvergov.org/files/assets/public/public-health-and-environment/documents/eq/2017-denver-environmental-policy.pdf>

All City business partners are required to comply with all federal, state, and local environmental regulations. The DEPP requires all City business partners to be aware of the City's Environmental Policy, be aware of the impacts their actions may have on the environment and implement practices to manage their actions in a manner that complies with environmental requirements and the City's environmental performance goals.

The Contractor shall provide products and services under this agreement consistent with the City's Environmental Policy and any environmental performance goals identified by the agency for whom the contractor is performing work.

Environmentally Preferable Purchasing (EPP) Guidance and Prohibitions:

The City defines Environmentally Preferable products and services as those having a lesser or reduced effect on human health and the environment when compared with competing products and services that serve the same purpose. The City's EPP evaluation may extend to materials of manufacture, packaging, transport, recycled content, energy consumption, local recyclability, waste disposal, and other factors.

Vendors are encouraged to describe any EPP attributes of the goods or services they offer to the City. Applicable EPP considerations may factor in product and service evaluations.

Products and services with the following attributes meet basic EPP standards, and are favored for procurement:

- Green Seal approved products and services

- EPA Safer Choice labeled products
- EPA Energy Star and Water Sense certified products
- Cradle to Cradle (C2C) v2 and v3 certified products
- GreenScreen® certified products
- Conformance with California Code of Regulations for maximum allowable VOC content
- Products integrating pre-measured dispensing, or automated dispensing and mixing
- Products with high recycled material and post-consumer waste content
- Products or packaging that can be recycled (using local recycling options)
- Products with reusable, interchangeable and returnable containers and applicators
- Products with minimal or no packaging
- Service providers who support empty pallet, container, and drum takeback
- Neutral pH products (pH between 5 and 9)
- Non-flammable products (flash point >140F)
- Bio-based materials (per ASTM D6866)

Product or service attributes that minimize:

- Worker/Public Exposure to Contaminants
- Water Consumption
- Waste

Products and services with the following attributes do not meet EPP standards, and are discouraged from procurement by the City:

- Products which liberate ammonia (CAS 7664-41-7)
- Products containing the following substances, except in trace amounts (< 0.1%):
 - alkylphenol ethoxylates
 - 1,4-dioxane (CAS 123-91-1)
 - Nitritotriacetic acid (CAS 139-13-9)
 - 2-butoxyethanol or 2-butoxyethanol acetate (CAS 111-76-2, and CAS 112-07-2)
 - ethanolamine (CAS 141-43-5)
 - phosphates and phosphonates
- Products with a Flashpoint of less than 140°F
- Products with an extreme pH
- Strong chemical oxidizers and peroxide forming chemicals
- Products whose principal ingredients are readily absorbed through skin, or rapidly destroy skin or the mucous membranes.
- Products supplied without durable labels describing chemical contents, hazards, precautions, and instructions for use and disposal.
- Products for the safe use of which workers must use specialized respiratory protection.

The following products and services are prohibited from procurement under this IFB:

- All products containing chlorinated or halogenated hydrocarbons i.e., chlorinated solvents (typically paint strippers, brake cleaners, degreasers, and some lubricants)
- Per- and polyfluoroalkyl substances, 'PFAS'
- Products containing Category 1 carcinogens, known mutagens, and known teratogens
- Products containing chemical compounds deemed by DDPHE to present an undue risk to human

health or the environment in their use or disposal. Consult with DDPHE for review as appropriate.

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

Exhibit A - Attachment A - Scopes of Work by Facility

Group #5

Minoru Yasui Building	303 W. Colfax Avenue
Daily M-TH	Approximately 150,000 sq ft
Restroom cleaning	4 times a week
Clean elevators	4 times a week
Trash collection (break rooms and public areas)	4 times a week
Trash collection (offices)	3 times a week
Spot clean glass	4 times a week
Exterior sidewalk swept	4 times a week
Clean break rooms	4 times a week
Clean drinking fountains	Daily
Vacuum hallways	4 times a week
Vacuum offices	2 times a week
Day porter service	Daily
Collect recycling	2 times a week
Low dusting	Weekly
Clean stairwells	Weekly
Floor polishing	Monthly
High dusting	Monthly
Shampoo all carpets	Annually
Edge vacuuming	Monthly
Clean light fixtures	Annually
Clean air supply grills	Monthly
Floor stripping and waxing	Annually
Spot clean carpets	As needed
NOTE: Contractor purchases chemicals used in controlled dilution dispensers	

Wellington E. Webb Building	201 W. Colfax Avenue
M-TH	Approximately 700,000 sq ft

Restroom cleaning	4 times a week
Clean elevators	4 times a week
Trash collected (break areas)	4 times a week
Trash collected (public areas)	4 times a week
Machine scrub atrium floor	4 times a week
Spot clean glass	4 times a week
Exterior sweeping and trash	4 times a week
Clean break areas	4 times a week
Clean fourth floor balcony	3 times a week
Clean drinking fountains	4 times a week
Clean Wellness Center	4 times a week
Day porter service (1 male/1 female)	4 times a week
Trash collection (offices)	2 times a week (M, TH)
Sweep and trash parking levels	2 times a week (M, TH)
Vacuuming	Weekly - Wed
Collect recycling	Weekly
Dusting	Weekly
Clean stairwells	Weekly
High dusting	Monthly
Clean refrigerators	Monthly
Shampoo high traffic carpet	Monthly
Edge vacuuming	Monthly
Floor polishing	Monthly
Clean light fixtures	Annually
Dust vent grills	Annually
Floor stripping and waxing	Annually
Clean dock and service areas	As needed
NOTE: Contractor purchases chemicals used in controlled dilution dispensers	

High Touch Areas SOW						
#	Surface to be Cleaned	Category	Cleaning Frequency	How is it cleaned	Product used	Comments
1	Door Handles, ADA door opener buttons & Hand Railings near entrances (Frequently used by public or staff)	Common Areas	Each visit	By Hand	Preferred: Diversey OXIVER 5 2nd Choice Alpha HP 3rd Choice: Spartan Halt ANY DEVIATION FROM THIS LIST WILL NEED PRE-APPROVAL FROM THE FM CONTRACT MANAGER	
2	Doors (Freams, push plates, or surfaces commonly touched)	Common Areas	Each visit	By Hand		
3	Light Switches (That are used daily)	Common Areas	Each visit	By Hand		
4	Staircase railings	Common Areas	Each visit	By Hand		
5	Counters (Reception, check-in. Not multipurpose rooms)	Common Areas	Each visit	By Hand		
6	Chairs, Benches, Seating in Public areas (non-porous surfaces).	Common Areas	Each visit	By Hand		
7	Public use computer desks, keyboards, mouse, touch-screens	Common Areas	Each visit	By Hand		Apply by spraying towel with disinfectant, do not spray directly onto item being disinfected.
8	Drinking Fountains/ Bottle Fillers	Common Areas	Each visit	By Hand		
9	Vending Machines	Common Areas	Each visit	By Hand		
10	Elevator call buttons	Elevator	Each visit	By Hand		
11	Elevator interior	Elevator	Each visit	By Hand		
12	Bathrooms (all surfaces commonly touched)	Locker rooms & Bathrooms	Each visit	Electrostatic Sprayer & By Hand		
13	Locker Handles	Locker rooms & Bathrooms	Each visit	By Hand		
14	Folding tables and multi-purpose & meeting room counters	Multi-purpose & Meeting rooms	Each visit	By Hand		
15	Folding chairs	Multi-purpose & Meeting rooms	Each visit	By Hand		

16	Copy Macines & Printers	Staff Spaces	Each visit	By Hand	Apply by spraying towel with disinfectant, do not spray directly onto item being disinfected. Handles and areas touched
17	Breakroom Refrigerator handles	Staff Spaces	Each visit	By Hand	
18	Breakroom Countertops, sinks and appliances (Microwaves, coffee pots)	Staff Spaces	Each visit	By Hand	
19	Front Desk Office Equipment (keyboards, scanners, alarm keypads, safe keypads, handle binders, clipboards, etc.)	Staff Spaces	As requested	By Hand	
20	Decontamination/ Possible infected area decontamination	As Specified in work order/ request	As requested	Electrostatic Sprayer & By Hand	

This list is intended to give guidance to staff on the technique and frequency for HTA Disinfecting. Staff should observe the specific building in use to determine how the building is being used, and to disinfect the surfaces that are commonly touched, even if not on the list. Every building has unique needs, and a cleaning technician should adapt to those needs. Likewise, elements of the building that are infrequently used due to being locked off from the public, or in sparsely occupied areas, should be of lesser priority than commonly used items.

Note: These services may be on a limited time basis and not for the duration of the contract.

EXHIBIT A - ATTACHMENT B



CONTRACTS OFFICE

DENVER GENERAL SERVICES

FACILITY/SERVICE ADDITION OR CHANGE REQUEST

Facility Addition Facility Reduction Suspension Temporary Permanent

Service Addition Service Reduction

Date of Request:

Vendor Name:

CCD Contract #:

Workday Contract #:

Name and Address of Facility:
(One request per facility)

Requesting Agency:

Facility Manager:

Type of Service Requested:
(refer to scope of work to determine available services)

Justification for request of services:

Billing Frequency:

Monthly Bi-Weekly Weekly

Annually Per Job

Quoted Price for Service:

Fund-Cost Center- Spend Category:

Required Signatures

Requester:

Contract Compliance Technician:

GS Admin Division Director:

GS Executive Director:

Agency Approver (if not General Services)

Attach Workday Budget Actuals Report & Other Supporting Documentation as Necessary

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

Company name				Invoice			
Address				Invoice number			
Phone				Invoice date			
Email				Service dates: 11/1/20-11/30/20			
To: General Services Facilities Management				Location: Police District 20			
201 W. Colfax Avenue, Dept 904				123 Any St			
Denver, CO 80202				Location code (Facilities Management only): PL020			
PO-XXXXXXXX				<i>Check if service is one-time or temporary</i>			
Contract 2020XXXXX							
Employee	Hours	Classification	Shift	Hourly Pay Rate Including Benefits	Hourly Management Fee (will be the same for all lines)	Hourly Bill Rate (Hourly Pay Rate + Hourly Management Fee)	Line Total (Hourly Bill Rate x Hours)
Name	63	Custodian I	First	XX.XX	X.XX	XX.XX	XXX.XX
Name	12	Custodian I	Second	XX.XX	X.XX	XX.XX	XXX.XX
Name	35.5	Custodian I	First	XX.XX	X.XX	XX.XX	XXX.XX
Name	4.25	Custodian II	Second	XX.XX	X.XX	XX.XX	XX.XX
Name	55	Custodian I	First	XX.XX	X.XX	XX.XX	XXX.XX
Name	16.5	Custodian I	Second	XX.XX	X.XX	XX.XX	XXX.XX
Name	3.5	Custodian II	Second	XX.XX	X.XX	XX.XX	XX.XX
Name	14	Custodian I	First	XX.XX	X.XX	XX.XX	XXX.XX
Name	12	Custodian II	First	XX.XX	X.XX	XX.XX	XXX.XX
Name	40.25	Custodian I	Second	XX.XX	X.XX	XX.XX	XXX.XX
Name	16.5	Custodian I	Third	XX.XX	X.XX	XX.XX	XXX.XX
Name	90.75	Custodian I	First	XX.XX	X.XX	XX.XX	XXXX.XX
Name	1.5	Custodian II	Third	XX.XX	X.XX	XX.XX	XX.XX
Name	7.25	Custodian I	Second	XX.XX	X.XX	XX.XX	XXX.XX
Total Hours	372						
						Invoice Total	\$XX,XXX.XX

GENERAL SERVICES ON-CALL CONTRACT WORK ORDER FORM



CONTRACTS OFFICE
DENVER GENERAL SERVICES

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

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

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

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:

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 B - Pricing

Group #5

Instructions
 Custodian I and Custodian II rates will remain fixed until the first anniversary of the solicitation date. Annual Prevailing Wage adjustments will occur on solicitation anniversary dates.
 Custodian I and Custodian II rates must include fringe benefits. Provide rates for first shift employees, with the understanding that second and third shift employees will be paid shift differential.
 The Hourly Management Fee will remain firm and fixed during the first year of the contract and subject to pricing updates all subsequent contract years including term extensions.

A Facility	B Custodian I Monthly Hours	C Custodian I Hourly Rate	D Custodian I Total B x C	E Custodian II Monthly Hours	F Custodian II Hourly Rate	G Custodian II Total E x F	H Labor Total D + G	I Hourly Management Fee	J Total Hours B + E	K Management Fee Total I x J	L Monthly Total H + K
<i>Example</i>	53.50	\$ 26.74	\$ 1,430.59	4.25	\$ 27.34	\$ 116.20	\$ 1,546.79	\$ 13.00	57.75	\$ 750.75	\$ 2,297.54
Minoru Yasui Building	488.09	\$ 30.63	\$ 14,950.20	20.00	\$ 31.05	\$ 621.00	\$ 15,571.20	\$ 8.25	508.09	\$ 4,192.76	\$ 19,763.96
Wellington E. Webb Building	1147.14		\$ 35,136.90	100.01		\$ 3,105.31	\$ 38,242.21		1247.15	\$ 10,291.48	\$ 48,533.69
Total	1635.23		\$ 50,087.09	120.01		\$ 3,726.31	\$ 53,813.41		1755.24	\$ 14,484.24	\$ 68,297.65

*All monthly hours are estimated and subject to change.

CITY AND COUNTY OF DENVER
DEPARTMENT OF GENERAL SERVICES

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, a corporation organized and existing under and by virtue of the laws of the State of _____, 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 _____ (\$XX.XX), 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 _____, 20~~1~~¹, 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. _____, [JANITORIAL SERVICES]**, 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 _____, 20__.

Attest:

Secretary

Contractor

By: _____
President

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

By: _____
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF DENVER

By: _____
Michael C. Johnston
MAYOR

By: _____
, EXECUTIVE DIRECTOR OF GENERAL SERVICES



TIMOTHY M. O'BRIEN, CPA
AUDITOR

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

City and County of Denver

2025 Prevailing Wage Administrator Schedule

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: September 26, 2025
SUBJECT: Latest Change to Prevailing Wage Schedules

Please find an attachment of the current Prevailing Wage Schedule issued in accordance with the City and County of Denver's Revised Municipal Code, Section 20-76(c) and its recent amendment for the creation of the Prevailing Wage Administrator. This schedule does not include the Davis-Bacon rates. The Davis-Bacon wage rates will continue to be published separately as they are announced. The new updated Wages will now be named Prevailing Wage Administrator Wages (PWA) as per the amendment of the Ordinance.

Modification No. 175

Publication Date: September 26, 2025

(13 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. The employer and the individual apprentice must be registered in a program, which has received prior approval by the U.S. Department of Labor. 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. These Wages have been adjusted to reflect Denver Minimum Wage increase of \$18.81 per hour enacted on January 1st, 2025.

APPLIANCE MECHANIC

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
APPLIANCE MECHANIC	\$24.44	\$7.62

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

The Appliance Mechanic installs, services and repairs stoves, refrigerators, dishwashing machines, exercise equipment and other electrical household or commercial appliances, using hand tools, test equipment and following wiring diagrams and manufacturer's specifications. The position also is responsible for the maintenance of tunnel carwash systems but not the install, that belongs to the Millwright position. Responsibilities include: connects appliance to power source and test meters, such as wattmeter, ammeter, or voltmeter, observes readings on meters and graphic recorders, examines appliance during operating cycle to detect excess vibration, overheating, fluid leaks and loose parts, and disassembles appliances and examines mechanical and electrical parts. Additional duties include traces electrical circuits, following diagram and locates shorts and grounds, using ohmmeter, calibrates timers, thermostats and adjusts contact points, and cleans and washes parts, using wire brush, buffer, and solvent to remove carbon, grease and dust. Replaces worn or defective parts, such as switches, pumps, bearings, transmissions, belts, gears, blowers and defective wiring, repairs and adjusts appliance motors, reassembles appliance, adjusts pulleys and lubricates moving parts, using hand tools and lubricating equipment.

Note: This position does not perform installations done at new construction.

BUILDING ENGINEER

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
BUILDING ENGINEER	\$35.04	\$8.65

This classification of work is responsible for operating, monitoring, maintaining/repairing the facilities mechanical systems to ensure peak performance of the systems. This includes performing P.M. and repair work of the building mechanical systems, inspecting, adjusting, and monitoring the building automation and life safety systems, contacting vendors and place order replacement parts, responding to customer service requests and performing maintenance/repairs I tenant or public spaces, performing routine P.M. i.e. light plumbing and electrical repairs, ballast lamp and tube replacement, operating mechanical systems both on site and via a remote laptop computer, maintaining inventory of spare parts and tools, painting and cleaning mechanical equipment and machine rooms, etc.

CONVEYANCE SYSTEM MAINTENANCE SERIES

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
ENTRY-SUPPORT MECHANIC	\$26.52	\$7.86
MACHINERY MAINTENANCE MECHANIC	\$29.39	\$8.19
CONTROLS SYSTEM TECHNICIAN	\$35.77	\$8.93

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

This classification was previously listed as Baggage Handling System Maintenance. The title of the series has been changed to be inclusive of other types of similar work.

Entry Support Mechanic

The Entry Support Mechanic (ESM) applies basic mechanical knowledge to perform maintenance and operational tasks on a conveyance system. Under supervision of a Machinery Maintenance Mechanic (MMM) or Control Systems Technician (CRO), the ESM performs cleaning, routine inspections, preventive, corrective and emergency maintenance based on an established maintenance program. The ESM clears jams and faults and may physically move items during failures.

Machinery Maintenance Mechanic

The Machinery Maintenance Mechanic (MMM) applies advanced mechanical knowledge to perform maintenance and operational tasks on a conveyance system. Performs cleaning of all parts of the system, routine inspections, preventive maintenance, corrective maintenance, and emergency maintenance within the system based on an established maintenance program. The MMM shall inspect all equipment for proper operation and performance including but not limited to conveyors, lifts, diverters and automatic tag readers. The MMM troubleshoots, repairs, replaces, and rebuilds conveyor components including but not limited to; motors, gearboxes, bearings, rollers, sheaves, hydraulic systems, conveyor belting, clutch brakes, tools, independent carrier systems, and other complex devices using basic hand tools, power tools, welders and specialized tools. The MMM may assist the Control Systems Technician (CST) with clearing electrical faults and electrical repairs. The MMM reads and interprets manufacturers' maintenance manuals, service bulletins, technical data, engineering data, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components. The MMM clears jams and faults in the system and may physically move items during failures. The MMM will operate a Central Monitoring Facility/Control Room, these duties include; using multiple computer systems for monitoring the system and running reports, communicating faults in the system using a radio and telephone, and communicating with stakeholders. The MMM performs on-site training of ESM.

Controls System Technician

The Control Systems Technician (CST) applies advanced technical knowledge to perform maintenance and operational tasks on a conveyance system. Performs all duties assigned to an MMM in addition to the following routine inspections, preventive maintenance, corrective maintenance, and emergency maintenance of complex components within the system based on an established maintenance program. The CST is responsible for resolving difficult controls, electrical and mechanical problems. The CST troubleshoots, repairs, replaces, and rebuilds complex electro-mechanical systems and conveyor components including but not limited to; programmable logic controllers, input and output modules, electrical switches, variable frequency drives, 110V AC and 24V DC controls devices, automatic tag readers, electrical control panels, 110V - 480V AC components and motors, gearboxes, bearings, rollers, sheaves, hydraulic systems, conveyor belting, clutch brakes, tools, independent carrier systems, and other complex devices using basic hand tools, power tools, welders and specialized mechanical and electrical tools. The CST reads and interprets manufacturers' maintenance manuals, service bulletins, technical data, engineering data, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components. The CST clears mechanical, electrical and controls faults, jams and may physically move items during failures. The CST performs on-site training and competency evaluations of MMM and ESM.

Note: Incumbents must possess an Electrician’s license when work warrants.

CUSTODIANS

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
CUSTODIAN I	\$22.03	\$8.60 (Single) \$9.08 (Plus One Child[ren]) \$9.64 (Plus One-Spouse) \$11.23 (Family)
CUSTODIAN II	\$22.38	\$8.67 (Single) \$9.14 (Plus One-Child[ren]) \$9.71 (Plus One-Spouse) \$11.30 (Family)

Benefits and Overtime

- Parking With valid receipt from approved parking lot, employees are reimbursed the actual monthly cost of parking.
- RTD Bus Pass Employer will provide employees with the Bus Pass or pay (\$0.32) per hour for travel differential.
- Shift Differential 2nd shift (2:30 p.m.-10:30 p.m.): \$.50/hour
3rd shift (10:31 p.m.-6:30 a.m.): \$1.00/hour

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

Lunch Any employee working seven and a half (7 ½) hours in a day is entitled to a thirty (30) minute paid lunch.

Note ****The effective date is provided following industry standards established by the PW Administrator & the CBA negotiated by SEIU Local 105. The previously approved terms adopted by the Career Service Board in their Public Hearing on March 15, 2007 in regards to contractors providing fringe benefits or a cash equivalent at no less than single rate amount will still be enforced by the Administrator.***

The Career Service Board in their public hearing on March 15, 2007, approved to amend prevailing wages paid to the Custodian as follows: “All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification.”

Custodian I

Any employee performing general clean-up duties using equipment that does not require special training: i.e., dust mopping, damp mopping, vacuuming, emptying trash, spray cleaning, washing toilets, sinks, walls, cleaning chairs, etc.

Custodian II

Any employee performing specialized cleaning duties requiring technical training and the use of heavy and technical equipment, i.e., heavy machine operators, floor strippers and waxers, carpet shampoos, spray buffing, re-lamping, mopping behind machines, high ladder work, chemical stripping and finishing of stainless steel.

DIA OIL & GAS

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
DERRICK HAND/ROUSTABOUT	\$18.81	\$6.92
ELECTRICIAN	\$29.02	\$8.15
ECHANIC	\$29.18	\$8.17
PIPEFITTER	\$30.93	\$8.37
RIG/DRILL OPERATOR	\$24.71	\$7.65

TRUCK DRIVER

| \$25.53

\$7.75

Heavy Equipment Mechanic (Mechanic)

The Heavy Equipment Mechanic analyzes malfunctions and repairs, rebuilds and maintains power equipment, such as cranes, power shovels, scrapers, paving machines, motor graders, trench-digging machines, conveyors, bulldozers, dredges, pumps, compressors and pneumatic tools. This worker operates and inspects machines or equipment to diagnose defects, dismantles and reassembles equipment, using hoists and hand tools, examines parts for damage or excessive wear, using micrometers and gauges, replaces defective engines and subassemblies, such as transmissions, and tests overhauled equipment to insure operating efficiency. The mechanic welds broken parts and structural members, may direct workers engaged in cleaning parts and assisting with assembly and disassembly of equipment, and may repair, adjust and maintain mining machinery, such as stripping and loading shovels, drilling and cutting machines, and continuous mining machines.

Pipefitter

The Pipefitter, Maintenance installs or repairs water, steam, gas or other types of pipe and pipefitting. Work involves most of the following: laying out work and measuring to locate position of pipe from drawings or other written specifications, cutting various sizes of pipe to correct lengths with chisel and hammer, oxyacetylene torch or pipe-cutting machines, threading pipe with stocks and dies. This person is responsible for bending pipe by hand-driven or power-driven machines, assembling pipe with couplings and fastening pipe to hangers, making standard shop computations relating to pressures, flow and size of pipe required; and making standard tests to determine whether finished pipes meet specifications. In general, the work of the Maintenance Pipefitter requires rounded training and experience usually acquired through a formal apprenticeship or equivalent training and experience.

Well Driller (Rig/Drill Operator)

This incumbent sets up and operates portable drilling rig (machine and related equipment) to drill wells, extends stabilizing jackscrews to support and level drilling rig, moves levers to control power-driven winch that raises and extends telescoping mast. This person bolts trusses and guy wires to raise mast and anchors them to machine frame and stakes, and assembles drilling tools, using hand tools or power tools. The Well Driller moves levers and pedals to raise tools into vertical drilling position and lowers well casing (pipe that shores up walls of well) into well bore, using winch, moves levers and pedals and turns hand wells to control reciprocating action of machine and to drive or extract well casing.

Laborer (Derrick Hand/Roustabout)

The Laborer performs tasks that require mainly physical abilities and effort involving little or no specialized skill or prior work experience. The following tasks are typical of this occupation: The Laborer loads and unloads trucks, and other conveyances, moves supplies and materials to proper location by wheelbarrow or hand truck; stacks materials for storage

or binning, collects refuse and salvageable materials, and digs, fills, and tamps earth excavations, The Laborer levels ground using pick, shovel, tamper and rake, shovels concrete and snow; cleans culverts and ditches, cuts tree and brush; operates power lawnmowers, moves and arranges heavy pieces of office and household furniture, equipment, and appliance, moves heavy pieces of automotive, medical engineering, and other types of machinery and equipment, spreads sand and salt on icy roads and walkways, and picks up leaves and trash.

Truckdriver

Straight truck, over 4 tons, usually 10 wheels. The Truckdriver drives a truck to transport materials, merchandise, equipment, or workers between various types of establishments such as: manufacturing plants, freight depots, warehouses, wholesale and retail establishments, or between retail establishments and customers’ houses or places of business. This driver may also load or unload truck with or without helpers, make minor mechanical repairs, and keep truck in good working order.

ELEVATOR MECHANIC

Effective 1-18-2018, the Elevator Mechanic classification will utilize the base pay and fringe benefits for the Elevator Mechanic classification under the **Davis Bacon Building Wage Determination**.

FINISHER & JOURNEYMAN

TILE, MARBLE, AND TERRAZZO

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
TILE FINISHER	\$26.13	\$8.91
TILE SETTER	\$32.08	\$8.91

Effective May 1, 2008, Local Union 7 of Colorado combined three classes of Finishers, Floor Grinders, and Base Grinders into Finisher using one pay schedule.

Tile Setter: Applies to workers who apply tile to floors, walls, ceilings, stair treads, promenade roof decks, garden walks, swimming pools and all places where tiles may be used to form a finished surface for practical use, sanitary finish or decorative purpose.

FIRE EXTINGUISHER REPAIRER

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
FIRE EXTINGUISHER REPAIRER	\$21.14	\$7.24

The Fire Extinguisher Repairer performs the following duties: repairs and tests fire extinguishers in repair shops and in establishments, such as factories, homes, garages, and

office buildings, using hand tools and hydrostatic test equipment, this repairer dismantles extinguisher and examines tubing, horns, head gaskets, cutter disks, and other parts for defects, and replaces worn or damaged parts. Using hand tools, this repairer cleans extinguishers and recharges them with materials, (such as soda water and sulfuric acid, carbon tetrachloride, nitrogen or patented solutions); tests extinguishers for conformity with legal specifications using hydrostatic test equipment and may install cabinets and brackets to hold extinguishers.

FUEL HANDLER SERIES

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
FUEL FACILITY OPERATOR	\$23.41	\$7.50
LEAD FUEL FACILITY OPERATOR	\$24.48	\$7.62
FUEL DISTRIBUTION SYSTEM MECHANIC	\$30.74	\$8.35
LEAD FUEL DISTRIBUTION SYSTEM MECHANIC	\$32.14	\$8.51

Plus 10% shift differential for hours worked between 6:00 p.m. and 6:00 a.m.

Fuel Facility Operator

Receives, stores, transfers, and issues fuel. Performs various testing procedures and documentation on fuel samples. Gauges tanks for water, temperature and fuel levels. Performs temperature and gravity testing for correct weight of fuel. Checks pumping systems for correct operating pressure or unusual noises. Inspects fuel receiving, storage, and distribution facilities to detect leakage, corrosion, faulty fittings, and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Operates a 24-hour control center; operates various computer equipment to determine potential equipment failure, leak and cathodic protection systems, pump failure, and emergency fuel shutoff systems. Monitors quality of fuel and drains excess condensation from fuel sumps and underground fuel pits. Inspects fuel tank farm for such items as leaks, low pressure, and unauthorized personnel. Performs general housekeeping and grounds maintenance for terminal, pipeline and dock areas, including fuel pits and valve vault cleaning and pump out activities. May connect lines, grounding wires, and loading and off-loading arms of hoses to pipelines. May assist Fuel Distribution System Mechanics by preparing work areas. Maintains record of inspections, observations and test results

Lead Fuel Facility Operator

Under the supervision of Facility Manager, or Operations Manager, maintains the purity of the fuel to be dispensed for all airline customers. Assist the Operations Manager with daily schedules, delegation of work duties, special projects, training, and performance of Fuel Facility Operators.

Fuel Distribution System Mechanic

Maintains and repairs fuel storage and distribution systems, equipment and filtration systems, and differential pressure valves. Corrects leakage, corrosion, faulty fittings, and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Inspects electrical wiring, switches, and controls for safe-operating condition, grounding, and adjustment; may make minor repairs. Lubricates and repacks valves. Lubricates pumps, replaces gaskets, and corrects pumping equipment misalignment. May clean strainers and filters, service water separators, and check meters for correct delivery and calibration. Overhauls system components such as pressure regulating valves and excess valves. Disassembles, adjusts, aligns, and calibrates gauges and meters or

replaces them. Removes and installs equipment such as filters and piping to modify system or repair and replace system component. Cleans fuel tanks and distribution lines. Removes corrosion and repaints surfaces. Overhauls vacuum and pressure vents, floating roof seals, hangers, and roof sumps. Some positions maintain fuel-servicing equipment such as hydrant and tanker trucks. Maintains record of inspections and repairs and other related paperwork as required.

Lead Fuel Distribution System Mechanic

Performs lead duties such as making and approving work assignments and conducting on-the-job training as well as performing the various tasks performed by the Mechanic classification.

FURNITURE MOVERS

Moving, Storage and Cartage Workers

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
LABORER/HELPER	\$18.81	\$6.92
FURNITURE DRIVER/PACKER	\$19.16	\$7.01
LEAD FURNITURE MOVER	\$20.03	\$7.11

GLYCOL FACILITY

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
DE-ICING FACILITY OPERATOR	\$29.12	\$8.16
MAINTENANCE MECHANIC	\$29.33	\$8.18
GLYCOL PLANT SPECIALIST	\$18.81	\$6.92

De-icing Facility Operator

The De-icing Facility Operator is responsible for the safe and efficient daily operation of all aircraft de-icing fluid equipment to include: mechanical vapor recompression (concentrators), distillation, polishing, distribution, and collection systems as well as daily routine chores to include: operating and controlling all facility machines and equipment associates with the aircraft deicing fluid system (ADS). Operate electrical motors, pumps and valves to regulate flow, add specific amounts of chemicals such as hydrochloric acid or sodium hydroxide to fluid(s) for adjustment as required, turn valves, change filters/activated carbon, and clean tanks as needed to optimize productivity. Monitor panel boards/HMI/PLC's, adjust control flow rates, repairs, and lubricate machinery and equipment using hand powered tools. Test fluids to determine quality controlling methods. Record data as necessary and maintain good housekeeping of the facility.

Maintenance Mechanic

The position of the Machinery Maintenance Mechanic will be primarily responsible for the routine maintenance and repairs of all facility equipment. Responsible for repairs to machinery and mechanical equipment, examine machines and mechanic equipment to diagnose source of trouble, dismantling or partly dismantling machines and performing repairs that mainly involve the use of hand tools in scraping and fitting parts, replacing broken or defective parts with items obtained from stock, ordering replacement parts, sending parts to a machine shop or equivalent for major repairs, preparing specific written specifications for repairs, SOP’s for minor repairs, reassembly of machines and mechanical equipment, and making any necessary adjustments to all equipment for operational optimization.

Glycol Plant Specialist/Material Handling Laborer

The Material Handling Laborer is responsible for the safe and efficient daily documentation/recording of all ADF processors, distillation and polishing systems, as well as the distribution and collection system. Performing physical tasks to transport and/or store materials or fluids. Duties involve one or more of the following: manually loading or unloading trucks, tankers, tanks, totes, drums, pallets, unpacking, placing items on storage bins or proper locations. Utilizing hand carts, forklift, or wheelbarrow. Completing daily fluid inventory, to include tank measuring and completing fluid accountability records. Responsible for the overall facility housekeeping and general cleanliness. Escort vehicles and tankers in and out of the facility, change out filters as required on all systems, take samples and test for quality control and document the findings.

PARKING ELECTRONICS TECHNICIAN

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
PARKING ELECTRONICS TECHNICIAN	\$26.84	\$7.90

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

This classification of work installs, modifies, troubleshoots, repairs and maintains revenue control equipment at manned and unmanned parking entrance and exit gates. Replaces consumable items such as tickets, printer ribbons, and light bulbs. Replaces modules and related equipment as needed to repair existing equipment, modify applications, or resolve unusual problems. Troubleshoots, tests, diagnoses, calibrates, and performs field repairs. Performs preventive maintenance such as inspection, testing, cleaning, lubricating, adjusting and replacing of serviceable parts to prevent equipment failure for electromechanical control to minimize repair problems and meet manufacturers' specifications.

PEST CONTROLLER

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
PEST CONTROLLER	\$22.45	\$7.39

The Pest Controller sprays chemical solutions or toxic gases and sets mechanical traps to kill pests that infest buildings and surrounding areas, fumigates rooms and buildings using toxic gases, sprays chemical solutions or dusts powders in rooms and work areas, places poisonous paste or bait and mechanical traps where pests are present; may clean areas that harbor pests, using rakes, brooms, shovels, and mops preparatory to fumigating; and may be required to hold State license.

QUALITY CONTROL & ASSURANCE TECHNICIAN

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
QUALITY CONTROL & ASSURANCE TECHNICIAN	\$25.35	\$7.47

The Quality Control & Assurance Technician provides support to Inland Technologies operations by independently performing standard analysis on samples related to the manufacture of spent de-icing fluid to a 99% recycled glycol product and wastewater discharge. The Quality Control and Assurance Technician will continually look at ways to improve products and processes to exceed customer quality demands and decrease operational costs.

*OHR reviewed data in June of 2023 and rate is not increasing so no changes will be made.

SIGN ERECTOR

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
SIGN ERECTOR	\$21.09	\$6.31

This classification of work erects, assembles, and/or maintains signs, sign structures and/or billboards using various tools. Erects pre-assembled illuminated signs on buildings or other structures according to sketches, drawings, or blueprints. Digs and fills holes, places poles. Bolts, screws. or nails sign panels to sign post or frame. Replaces or repairs damaged or worn signs. May use welding equipment when installing sign. This classification is not a licensed electrician and therefore cannot make connections to power sources (i.e., provide exit lighting).

*OHR pulled the wages in December of 2022 and data has remained the same so there is no recommendation to change the base wage or fringes.

TRANSIT TECHNICIAN

Effective Date: 9-26-2025

Last Revision: 9-26-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
TRANSIT TECHNICIAN	\$56.57	\$37.63

*This wage determination has been reestablished by the Prevailing Wage Administrator utilizing Local 24 International Union for Elevator Constructors agreement as industry standards for the established wage rate and fringes. .

This classification of work will maintain, and repair public transportation vehicles like buses and/or trains and trams. The work requires mechanical and electrical skills include diagnosing and resolving vehicle issues, performing routine maintenance, and ensuring compliance with safety regulations.

TREE TRIMMERS

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
TREE TRIMMER	\$23.57	\$7.52

*OHR pulled the wages in October of 2021 and data has remained the same so there is no recommendation to change the base wage or fringes.

This classification of work trims, removes, and applies insecticides to trees and shrubbery including trimming dead, diseased, or broken limbs from trees utilizing rope and saddle, chain, handsaw, and other related equipment common to the care of trees and shrubs. Removes limbs, branches and other litter from the work area, observes safety rules, inspects and identifies tree diseases and insects of the area distinguishing beneficial insects and environmental stress, takes samples form diseased or insect infested trees for lab analysis, operates a wide variety of heavy and power equipment in trimming and removing trees and shrubbery i.e. mobile aerial tower unit, tandem trucks, loaders, chipper, etc., maintains all equipment.

WINDOW CLEANER

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
WINDOW CLEANER	\$29.89	\$9.53 (Employee) \$11.37 (Children)

	\$11.09 (2-Party)
	\$13.50 (Family)

Benefits/Overtime

Parking The Company shall reimburse the cost of parking (per month) to employees furnishing a monthly parking receipt from the approved parking lot. The Employer shall reimburse employees for parking expenses from other parking lots up to the amount reimbursed for DIA Employee Parking Lot upon the submission of a monthly parking receipt. Only (1) one receipt per month.

Shift Differential Employees working on the night shift shall be awarded a shift differential of \$0.85 per hour worked. *Note: All wage increases become effective on the first day of the first full pay period following the above dates.*

Overtime One and one-half (1½) times the basic rate of pay in excess of 7.5 hours worked per day or 37.5 hours worked per week.

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

Lead Work \$1.75 per hour above highest paid employee under supervision

High Work \$1.85 per hour (21 feet or more from ground (base) to top of surface/structure being cleaned)

Training \$0.25 per hour

ECOPASS The Company will provide an Eco-Pass to all bargaining unit employees or pay \$.24 per hour for travel differential.

Note:

The Career Service Board in their public hearing on April 3, 2008, approved to amend prevailing wages paid to the Window Cleaners as follows: “All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification.”