

AGREEMENT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado (the “City”) and **NORTHERN COLORADO PEST AND WILDLIFE CONTROL CORP.**, a Colorado corporation with a principal office address of 2881 South 31st Avenue, Suite #12, Greeley, Colorado 80631 (the “Contractor”), jointly (“the Parties”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor agree as follows:

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

2. SERVICES TO BE PERFORMED:

2.1 As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all pest control and pesticide application services and produce all the deliverables set forth on **Exhibit A, Scope of Work**, and **Exhibit B, Location Sites**, to the City’s satisfaction. **Exhibits A and B** are collectively referred to as the “Work”. **Exhibits A and Exhibit B** are attached and incorporated herein.

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

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

2.4 Non-exclusivity: The Contractor acknowledges and agrees that this Agreement does not create an exclusive right to perform all Work regarding pest control and

pesticide application services. The City may enter agreements with other contractors to perform the same or similar services and reserves the right to select, at the discretion of the Department, the contractor which is the most cost effective, best suited, and/or most readily able to perform.

2.5 Time is of the Essence: The Work specified in the Scope of Work is time sensitive. The Contractor acknowledges and affirms that it is imperative that the Contractor exercise due diligence and actively and expeditiously undertake all measures necessary to perform the Work in accordance with the schedule and requirements set forth in the Scope of Work. Flagrant or persistent problems with the Contractors timely and effectively performing obligations as specified herein may result in termination of this Agreement as provided in sub-section 8.2 below and/or in the assessment of liquidated damages as provided in sub-section 8.4.2 below.

3. METHODS OF WORK:

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

3.2 Permits and Licenses: Any tasks specified under this Agreement that require the employment of licensed or registered personnel shall be performed by licensed or registered personnel. To the extent that any permit or license is required by a City department or other governmental entity for any work on public property, said permit or license shall be obtained

and paid for by the Contractor in advance of performing the Work and shall be complied with in the performance of the Work. The Contractor shall obtain, at its own expense, and maintain all permits or licenses, including any prescribed governmental authorizations or approvals, required for the performance of the Work and shall demonstrate, if requested, what actions the Contractor has taken to comply with the required permits, licenses, authorizations or approvals.

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

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

amounts payable to the Contractor under this Agreement.

3.5 Safety: The Contractor is responsible for the health and safety of every person on or at the Work site and shall take all necessary and appropriate precautions and actions to protect such persons from injury, death or loss. The Contractor shall be responsible for being fully familiar with and complying with all applicable City, state, local, or federal laws, ordinances, rules and regulations, requirements and guidelines, including the Occupational Safety and Health Act and any regulations or directives adopted thereunder (“Safety Laws”). The Contractor shall promptly notify the City in writing of any violations of said Safety Laws, along with copies of any injury reports, and any citations, orders, or warnings issued by governmental agencies in the enforcement of said Safety Laws. The Contractor shall provide and properly locate all necessary protective devices and safety precautions, including warning signs, barricades, or other devices or precautions as required by Safety Laws or the City. For all operations requiring the placement and movement of equipment or materials, the Contractor shall observe and exercise, and shall direct its employees or agents to observe and exercise, all appropriate and prudent caution so as to avoid injury to persons or damage to property and to minimize annoyance to or undue interference with the movement of the public and the performance of City functions. All ladders, scaffolding, or other devices used to reach objects not otherwise accessible, shall be of sound construction, firm and stable and shall be maintained in good, operable condition. All such equipment shall be moved, placed, shifted, and removed from work areas in such a manner as to provide maximum safety to persons and property and cause the least possible interference with the normal usage of such areas by the public and City personnel.

3.6 Disposal of Non-Hazardous Waste at DADS: In accordance with the Landfill Agreement made between the City and Waste Management of Colorado, Inc., the Contractor will be required to haul dedicated loads (non-hazardous entire loads of waste) to the Denver-Arapahoe Disposal Site (“DADS”) for disposal. DADS is located at Highway 30 and Hampden Avenue in Arapahoe County, Colorado. The City will pay all fees associated with such disposal but the Contractor shall be responsible for the costs of transporting the loads. Non-hazardous waste is defined as those substances and materials not defined or classified as hazardous by the Colorado Hazardous Waste Commission pursuant to C.R.S. §25-15-207, as amended from

time to time, and includes construction debris, soil and asbestos. Proposals shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

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

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

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

3.10 Environmental Compliance: The Contractor shall obtain all necessary federal, state, and local environmental permits and comply with all applicable federal, state, and local environmental permit requirements relating to the Work. The Contractor shall comply with all applicable local, state, and federal environmental guidelines, rules, regulations, statutes, laws, and orders (collectively, "Environmental Requirements"), including but not limited to Environmental Requirements regarding the storage, use, transportation, and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. The term "Hazardous Materials" shall mean asbestos and asbestos-containing materials, special wastes,

polychlorinated biphenyls (PCBs), any petroleum products, natural gas, radioactive source material, pesticides, any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, and chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act, and any guidelines issued and rules or regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

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

3.12 Completion; Deficiency: The Contractor shall promptly notify the Department as to the completion of the specified Work so that inspection of the Work may be made by the Department. If the Work performed is determined by the Department to be defective, deficient or incomplete, the Contractor shall correct or complete the Work, at no additional cost to the City, within the timeframe specified in a Notice of Deficiency issued by the Department and shall promptly notify the Department upon correction or completion of the Work.

4 TERM: The Agreement will commence on **May 1, 2023** and will expire on **April 30, 2026** (the “Term”). The term of this Agreement may be extended for an additional two (2) one (1) year renewal terms by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

5 COMPENSATION AND PAYMENT:

5.1 Budget. The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the line item amounts set forth in the budget contained in **Exhibit B**. Amounts billed may not exceed the budget set forth in **Exhibit B**.

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

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

5.4 Payment of City Minimum Wage: Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C Sections shall result in the penalties and other remedies authorized therein.

5.5 Maximum Contract Amount:

5.5.1 Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **NINE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$950,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

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

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

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

8 **TERMINATION:**

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

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

8.2.1 The Contractor fails or refuses, within three (3) calendar days of being notified, to expeditiously and actively undertake or substantially or timely perform its responsibilities and obligations or fails or refuses to make adequate progress in performing its responsibilities and obligations under this Agreement, provided that the failure or refusal to undertake, make good progress, or complete the Work is not due to matters beyond the Contractor's

control such as weather disaster or persistent bad weather, floods, or other acts of God, civil unrest, acts of the public enemy, national calamity, or strike at a manufacturer or supplier for the Work Project;

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

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

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

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

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

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

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

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

8.2.10 The Contractor has failed to deliver title or warranties or has failed to

honor warranties as required by this Agreement;

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

8.2.12 The Contractor has failed or has refused to obtain or maintain any environmental permit or approval or has failed or refused to comply with Environmental Requirements, as specified in this Agreement or Scope of work;

8.2.13 The Contractor has failed or refused to comply with any applicable Safety Laws or fails or refuses to rectify any condition or situation in violation of applicable Safety laws; or

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

8.3 Compensation: Upon termination of this Agreement by the City, with cause, under subsection 8.2 above, the Contractor shall be compensated for the Work that the Director determines to have been satisfactorily completed, except that the City shall be entitled to keep any unpaid amount owing to the Contractor to the extent that said amount or some portion of said amount is needed to compensate the City for: 1) liquidated damages, if specified under subsection 8.4.2 below; 2) the costs of releasing any liens or satisfying any claims related to the Contractor's Work; and 3) the costs of paying a new contractor for those services necessary to complete or rectify the Contractor's Work or to repair or replace any damaged or lost property caused by the Breach of this Agreement. The Contractor shall have no claim of any kind whatsoever against the City for any termination with cause, except for compensation for the Work satisfactorily performed as described herein.

8.4 Remedies:

8.4.1 Termination: For any termination with cause of this Agreement, the City shall have the right to any or all of the following remedies through the courts or other means of legal recourse available to the City: a) cancellation of the Agreement; b) actual damages or costs caused by Breach of the Contractor; and c) recovery of costs incurred by the City itself in paying for the release of liens related to the Contractor's Work or in completing or rectifying the Contractor's Work or in retaining and compensating another contractor to complete or rectify the Contractor's Work, to the extent not covered in sub-section 8.3 above. In any legal action brought by the Contractor, the Contractor shall not be entitled to recover any more than the full amount, not previously paid, of any Work Orders executed with and performed in whole or part by the Contractor. The City and the Contractor understand and agree that the rights of specific performance and to incidental, consequential, or punitive damages have been hereby expressly waived and released by both Parties.

8.4.2 Liquidated Damages: If the Director determines, for a Breach of Agreement under sub-section 8.B above, not to terminate the Agreement but to apply liquidated damages as provided in this paragraph, the Contractor shall be liable to the City for liquidated damages in the amount of one hundred dollars (\$100.00) per day, per site, calculated from the day that the Director issues notice to the Contractor of a Breach under sub-section 8.B through a) the day before the Breach is remedied, or b) the day before a new Work Order or Agreement is executed with another contractor to perform the Work, as so determined by the Director. The Contractor and City hereby acknowledges and agrees that it would be impractical and extremely difficult to estimate the damages which the City might incur for said breach, and that, in the interest of assuring that the Work is timely and properly performed, the liquidated damages provided herein is the most fair and reasonable way to compensate the City for any delay or inadequate performance without termination of the Agreement or litigation.

9 EXAMINATION OF RECORDS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing

documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

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

11 INSURANCE:

11.1 General Conditions: General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, 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, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within

three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

11.2 Proof of Insurance: Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD 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 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.

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

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

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

11.6 Workers' Compensation and Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily

injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

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

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

12 DEFENSE AND INDEMNIFICATION:

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

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

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

City's exclusive remedy.

12.4 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.

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

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

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

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

16 PREVAILING WAGES:

16.1 Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered

worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the contract were encumbered. A copy of the applicable prevailing wage rate schedule is attached as Exhibit E and incorporated herein by reference.

16.2 Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid proposal issuance; February 9, 2023. Unless expressly provided for in this Agreement, Contractor will receive no additional compensation for increase in prevailing wages or fringe benefits.

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

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

16.5 Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org. If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe benefits.

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

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

and the Denver Revised Municipal Code.

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

20 CONFLICT OF INTEREST:

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

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

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

Executive Director of General Services or Designee
201 W. Colfax Avenue, Suite 1110
Denver, Colorado 80202

With a copy of any such notice to:

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

Northern Colorado Pest and Wildlife
GENRL-202367381-00

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

22 FINANCIAL ASSURANCES: 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. A bond in the amount of **Twenty Thousand Dollars and No Cents (\$20,000.00)** shall be provided at the time of Contract execution substantially in the form specified in **Exhibit D**, which is attached hereto and incorporated herein by reference. In the event the dollar amount of Work authorized under all Work Orders/Task Orders exceeds this amount, the City reserves the right to request that the Contractor provide properly executed bond Change Riders, also in the form specified in **Exhibit D**, totaling the amount of all authorized Work Orders/Task Orders (the “**Surety**”). The form of letters of credit or other performance guarantees must be acceptable to the City Attorney. The Contractor shall deliver to the Director, prior to the execution of the 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 of the Agreement and during the Term of any Extension Amendment and for a ninety (90) day period after the expiration or termination of this Agreement or any Extension Amendment and any

warranty period or other period prescribed by law. Satisfactory proof of renewal or acceptable replacement must be provided to the 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 termination of this Agreement and failure to obtain or maintain said Surety shall be grounds for immediate termination.

23 **CRIMINAL JUSTICE INFORMATION**: Access to and use of criminal history record information and other sensitive information maintained in local, state, and FBI-managed criminal justice information systems by the Contractor are subject to the terms of this Agreement; 28 C.F.R. Part 20, Criminal Justice Information Systems; 18 U.S.C. § 2721, Prohibition on release and use of certain personal information from State motor vehicle records; Public Law 92-544; the National Crime Prevention and Privacy Compact; the National Crime Information Center ("NCIC") operating manual and polices; the most recent Criminal Justice Information Services Security Policy; and **Exhibit F**, the Federal Bureau of Investigation ("FBI") Criminal Justice Information Services Security Addendum, attached hereto and incorporated herein by reference. Private contractors who perform criminal justice functions and have access to Criminal Justice Information ("CJI") shall meet the same training and certification criteria required of governmental agencies performing a similar function and are subject to audit to the same extent as local agencies. Before receiving access to CJI or Federal Criminal History Record Information ("CHRI"), the Contractor and its individual employees must complete the attached CJIS Security Addendum certification page in **Exhibit F**. The Contractor shall maintain signed CJIS Security Addendum certification pages for its personnel and shall provide copies to the City upon request.

24 **DISPUTES**: All disputes between the City and Contractor arising out of or regarding the 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.

25 **GOVERNING LAW; VENUE**: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver,

which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

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

27 NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the 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.

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

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

30 ORDER OF PRECEDENCE: In the event of any conflicts between the language of

the Agreement and the exhibits, the language of the Agreement controls.

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

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

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

34 CONFIDENTIAL INFORMATION: Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, 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. Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. 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 Record Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

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

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

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

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

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

Exhibit List

Exhibit A – Scope of Work and Technical Requirements and Facility/Service Addition or Change Request Form

Exhibit B – Site Locations and Pricing

Exhibit C – Certificate of Insurance

Exhibit D – Payment and Performance Bond

Exhibit E – Prevailing Wage

Exhibit F- FBI CJIS Security Addendum

[SIGNATURE PAGES TO FOLLOW]

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Contract Control Number: GENRL-202367381-00
Contractor Name: NORTHERN COLORADO PEST AND WILDLIFE CONTROL CORP

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

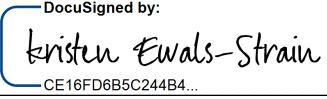
By:

By:

By:

Contract Control Number:
Contractor Name:
CONTROL CORP

GENRL-202367381-00
NORTHERN COLORADO PEST AND WILDLIFE

By:  DocuSigned by:
Kristen Ewals-Strain
CE16FD6B5C244B4...

Name: Kristen Ewals-Strain
(please print)

Title: owner
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

IFB No. 10898A_2023

SECTION B: SCOPE OF WORK AND TECHNICAL REQUIREMENTS:**B.1 GENERAL SPECIFICATIONS:**

The City and County of Denver (City) is seeking a qualified Vendor to provide pest control services at various Citywide facilities, excluding Denver International Airport. Services will encompass a variety of City buildings and multiple locations, more fully described in **Section B** The main varminths of concern but not limited to are roaches, mice, rats ants, venomous spiders, slugs, bedbugs, silverfish, pill and sow bugs, and flying insects such as, but not limited to, flies, moths, flying ants, etc.

The awarded Vendor will be responsible for the professional quality, technical accuracy, and all the coordination of the pest control services provided. The vendor shall comply with all applicable provisions of the Local, State and Federal laws and licensing and professional certifications where required.

Only the Vendor will perform the services as specified. All Vendors will be held solely responsible to meet the performance schedules and specifications for services in a timely and professional manner

The service schedule will vary from one-time service, emergency, monthly, bi-monthly, weekly, bi-weekly, and quarterly. The service interval may fluctuate based on the increased or decreased need for services. The vendor may also be tasked with job specific assignments for special projects outside the regular, routine scheduled service. The Vendor and the City Facility Manager will monitor the service level requirements to meet the needs of each building. The Vendor will be required to troubleshoot for solutions to effectively mitigate any/all pest control issues.

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

B.2 VENDOR REQUIREMENTS:

1. The vendor shall be responsible for obtaining any licenses or permits required to perform this service.
2. The vendor must be licensed by the State of Colorado Department of Agriculture to perform services defined under this proposal. Commercial Applicators Licenses that are required under C.R.S. 35-10-103 of the Pesticide Applicators' Act. The requirements for a commercial pesticide applicator business license can be found here. <https://ag.colorado.gov/plants/pesticides/pesticide-applicator-certification-and-licensing-program>
3. Vendor staff shall wear proper safety gear and utilize equipment that focuses the chemical application.
4. All chemicals must be EPA registered and used only in accordance with approved applications and label directions. Chemical and non-chemical treatments must be within Federal, State and Municipal guidelines.
5. Vendor shall be responsible for supplying and obtaining all materials unless specific material pricing is requested for bid. Materials include but are not limited to exterior bait stations spaced no more than 50 feet apart and any interior equipment as necessary to deliver effective pest control.

6. All equipment used on City grounds by vendor must be properly labeled and regularly accounted for and maintained. Back-up equipment must be available to avoid delays.
7. It is the responsibility of the vendor to ensure that its personnel are easily identified.
8. Service and/or inspection shall be monthly (or quarterly where designated) preventive maintenance inclusive of all trips to locations, callbacks, back-up staff, and overtime. Each location service and/or inspection shall include building interior and exterior perimeter. **Any and all exterior spraying will be done only with a written request by City personnel PRIOR to application.**
9. Treatments are to include applications of chemicals - according to schedules listed or on-call-needed to eliminate existing and minimize future infestations of pests listed.
10. The City reserves the right to reject any employees or equipment deemed unacceptable at the time of service.
11. The Vendor must be prepared and able to secure varied lift/scaffolding equipment and experienced staff to transport, set-up and operate that equipment if necessary
12. Schedule of all services and access to various sites shall be coordinated between the vendor and designated City personnel.

B.3 RODENT CONTROL SPECIFICATIONS:

Outdoor Trapping: Rodenticide applications outside the building shall emphasize the direct treatment of rodent burrows whenever possible. When rodent burrows cannot be located, exterior rodent control shall be accomplished with secured EPA-registered tamper-resistant bait boxes. Each bait box shall be labeled with the Vendor's business name and address. Each bait box must be anchored and have service date and technician initials stickers placed on the inside of each lid. Such labeling shall be dated and initialed each month by the Vendor's Service Technician.

Bait is to be secured within the bait box and should be changed at least every 30 calendar days to ensure effectiveness. Tracking powder, mechanical traps, and glue boards may be needed for additional rodent control. The Vendor at no additional charge shall provide these products. The Vendor shall maintain a minimum inventory of (1) one case of glue boards for agency uses on an as needed basis or as otherwise requested within the specifications per facilities listed herein.

The City reserves the right to request that the bait boxes be monitored more than once a month if needed.

Indoor Trapping: Rodent control inside occupied buildings shall be accomplished with trapping devices only. All such devices shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in areas inaccessible to employees and other building occupants and in protected areas not affected by routine cleaning and other operations. The Vendor must check trapping devices 30 calendar days to ensure effectiveness.

Each trapping device must have a service date and technician initial sticker on the inside of each lid. The stickers must be dated and initialed each month by the Vendor's Service Technician. The Vendor shall dispose of rodents killed or trapped when found upon inspection during the Vendor's regularly scheduled service date. Trap-checking and rodent removal will be the responsibility of personnel outside of the Vendor's regularly scheduled

service date. In some cases, EPA-registered tamper-resistant bait boxes may be used indoors, but only upon approval from the City's Building Superintendent or Facility Manager.

The City reserves the right to request that the bait boxes be monitored more than once a month if needed.

B.4 SAFETY OBLIGATIONS:

The Vendor shall not use anything in the chemical formulation that will be injurious to human beings and animals, that will endanger health or life, damage electric wiring or any property, or equipment with which the formulation may come in contact. No deadly poisons: e.g., 1080, arsenic, bad odor types etc., are to be used by the Vendor except under controlled conditions and with prior written approval from the authorizing City personnel.

Pesticides must be applied by certified operator licensed under the Colorado Pesticide Applicator's Act Rules and Regulations by the Colorado Department of Agriculture.

The Vendor must use chemicals compatible with humans' safety and be applied in such a manner to minimize risks to humans and pets.

Law and Ordinance Notification - The vendor is responsible for the knowledge and compliance to all pertinent requirements for pest control contained in any and all federal, state, and local regulations.

B.5 VENDOR REPORTING REQUIREMENTS:

The Vendor shall be responsible for documenting each visit to the site and all services provided. This report shall include a copy of the Vendor's approved Pest Control Services Plan, including labels and MSDS for all pesticides used in the buildings, brand names of all pest control devices and the Vendor's service scheduled for the building. Also, to be included in the file are pest monitoring data sheets, which record the number and specific location(s) of pests as revealed by the Vendor's monitoring program or sightings by building occupants. Further, MSDS sheets shall be provided whenever a new batch or revised formulation of chemicals is utilized.

The Vendor shall provide copies of a Vendor's Service Report Form at each service, documenting all information on the pesticide applications, including the check-in and check-out times, areas serviced, products used, and the rate /concentration or quantity of materials used.

B.6 SCHEDULE OF SERVICES:

Services shall be provided on a regularly scheduled day and time as approved by the requesting City Agency and a written copy maintained by both parties. Agencies reserve the right to set up weekly, bi-weekly, or monthly service schedules, most facilities will be on a monthly service schedule. The vendor will be required to create a written schedule that will include the day of the week and time of day services will be provided to minimize the interference with the using agency's work schedule. Revisions to the schedule may be made by mutual consent. It is the vendors responsibility to contact each agencies department representative concerning scheduling services and addressing service problems, on a monthly basis.

All services shall be made between the hours of 7AM and 5PM, Monday through Friday, excluding holidays and furlough days.

If needed the City reserves the right to request emergency services outside of the times identified above.

B.7 EMERGENCY SERVICES:

Emergency services are to be provided by the vendor outside of normal business hours and with a two-hour response time. An emergency response time of over four hours shall be deemed as a regular service call and shall be invoiced as such. The vendor shall provide the name and number of the individual(s) to contact for emergency service calls.

Name:

Phone Number:

B.8 EMERGENCY PURCHASES:

The City and County of Denver 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.

B.9 F.O.B POINT:

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

B.10 DELIVERY CONSIDERATIONS:

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

B.11 PALLET CHARGE:

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

B.12 CONTRACTOR'S PERFORMANCE:

The Executive Director of General Services or their authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the Executive Director of General Services or their authorized representative, performance becomes unsatisfactory, the City shall notify the Contractor. Repeated incidences of unsatisfactory performance will result in cancellation of the agreement for default.

B.13 DENVER SHERIFF DEPARTMENT (DSD) ACCESS CONSIDERATIONS:

This contract requires access to multiple areas within the City and County of Denver (CCD), including the Denver County Jail and Denver Detention Center. As such, the vendor and associated personnel must pass a Federal Fingerprint/Background check 24 hours prior to the start of work to gain entry into these secure facilities. The fingerprint/background checks will be completed by the Denver Sheriff's Department (DSD) through NCIC. These records will be kept by DSD for 1 year and the process will be repeated annually.

The vendor is to supply a list of employees who are responsible for performing services under this contract for the Denver Sheriff Department. To ensure compliance with this security policy the successful vendor shall supply one or two alternate personnel. Upon confirmation of passing the Federal Background Check, the technicians

providing the service will be escorted through the facility. Only those individuals shall be allowed on facility premises to perform pest control services.

The vendor shall be required to submit to Facilities once a year proof of criminal background checks of all employees performing the services covered in the agreement. This requirement is for all employees including sub-contractors who perform work in relation to this contract. Failure to provide such proof may result in the contractor being viewed as nonresponsive for future awards

All service shall be made between the hours of 7AM and 3PM.

B.14 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 nature of the work locations 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 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. 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:

- Police Academy
- Denver Animal Shelter
- Traffic Operations
- DPD Police Precincts
- Denver Human Services – (Various Buildings)

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 you.

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

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

- 1) 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.
- 2) 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

- 3) 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.
- 4) 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.
- 5) This background check process is good for two years 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
- 6) If you have concerns or questions, please contact CBI at: cdps.cbi.cjisvendors@state.co.us or call 303-239-4208.

B.15 PREVAILING WAGES:

This Contract is subject to prevailing wage

Any Contract in the amount of two thousand dollars (\$2,000.00) or more shall be subject to the following provisions concerning prevailing wages.

Wages can be found here: <https://www.denverauditor.org/denverlabor/>

- a. The minimum wages to be paid for every class of labor, mechanics and worker shall be not less than the scale of wages from time to time determined to be the prevailing wages.
- b. The Vendor or his/her subcontractor shall pay mechanics, laborers and workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of proposal opening, or in effect on the date of grant of permit for performance of such work under D.R.M.C. Section 49-171 et seq., or on the date of the written Purchase Order for contracts let by informal procedure under D.R.M.C. Section 20-63(b), regardless of any contractual relationship which may be alleged to exist between the vendor or subcontractor and such laborers, mechanics and workers.
- c. The vendor and subcontractors to pay all workers, mechanics and other laborers at least once a week the full amounts of wages accrued at the time of payment except that the vendor and subcontractor shall make such payments to non-construction workers such as janitorial or custodial workers at least twice per month.
- d. The vendor shall post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the vendor and all subcontractors working under the vendor.
- e. If the vendor or any subcontractor shall fail to pay such wages as are required by the contract, the Auditor shall not approve any warrant or demand for payment to the vendor until the vendor furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the contract have been paid.

EXHIBIT A

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- f. The vendor shall furnish to the Auditor each week during which work is in progress under the contract, a true and correct copy of the payroll records of all workers, laborers and mechanics employed under the contract, either by the vendor or subcontractors.
- g. The copy of the payroll record shall be accompanied by a sworn statement of the vendor that the copy is a true and correct copy of the payroll records of all mechanics, laborers or other workers working under the contract either for the vendor or subcontractors, that payments were made to the workers, laborers and mechanics as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers, mechanics and other laborers employed on work under the contract, either by the vendor or by any subcontractor, have been paid the prevailing wages as set forth in the contract specifications.
- h. If any laborer, worker or mechanic employed by the vendor or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the City may, by written notice to the vendor, suspend or terminate the vendor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages, and in the event of termination may prosecute the work to completion by contract or otherwise, and the vendor and any sureties shall be liable to the City for any excess costs occasioned the City thereby.

The Contractor and every subcontractor under this contract shall:

- a. Pay every worker, mechanic and laborer employed under this purchase order or contractual agreement not less than the scale of wages as determined by the Career Service Board under subsection © of Section 20-76 of the Revised Municipal Code.
- b. Pay all workers, mechanics and other laborers at least once a week the full amounts of wages accrued at the time of payment, computed at wage rates not less than those stated in the specifications.
- c. Post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the vendor and all subcontractors working under the vendor.
- d. Furnish the Auditor each week during which work is in progress under the purchase order or contractual agreement, a true and correct copy of the payroll records of all workers, laborers and mechanics employed under the contract, either by the vendor or subcontractors. Such payroll records shall include information showing the number of hours worked by each worker, laborer or mechanic employed under the contract, the hourly pay of each such worker, laborer or mechanic, any deductions made from pay, and the net amount of pay received by each worker, laborer or mechanic for the period covered by the payroll. The payroll record shall be accompanied by a sworn statement of the vendor that the copy is a true and correct copy of the payroll records of all mechanics, laborers, or other workers working under the contract either for the vendor or subcontractors, that payments were made to the workers, laborers and mechanics as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers, mechanics and other laborers employed on work under the contract, either by the vendor or by any subcontractor have been paid the prevailing wages as set forth in the contract specifications.

If the vendor or any subcontractor shall fail to pay such wages as are required by the purchase order or contractual agreement, the Auditor shall not approve any warrant or demand for payment to the vendor until the vendor furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the purchase order or contractual agreement have been paid.

If any laborers, worker or mechanic employed by the vendor or any subcontractor under the purchase order or contractual agreement has been or is being paid a rate of wages less than the rate of wages required by the purchase order or contractual agreement to be paid as aforesaid, the City may, by written notice to the vendor, suspend or terminate the vendor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages and, in the event of termination, may prosecute the work to completion by contract or otherwise, and the vendor and any sureties shall be liable to the City for any excess costs occasioned the City thereby.

Information as to forms and other requirements concerning prevailing wages may be obtained from the City Auditor's office, Prevailing Wage Section, 201 West Colfax, Denver, CO 80202, telephone 720-913-5000.

B.16 CONTRACTOR PRICING:

All pricing/rates for the goods/services in **Section B** shall be held firm and fixed for the full term of the contract, to include the initial term and any term extensions. Separate "trip-charges" and "travel time" will not be paid for by the City. Pricing/rates listed in **Section B** include all transportation, parking, signage, fuel cost and overhead costs. The City will not compensate the vendor for overtime worked by its employees.

B.17 ESTIMATED QUANTITIES:

The City does not guarantee any quantity of items listed in **Section B** to be ordered during the coming year.

During the course of this contract there may be a need to add facilities and/or increase pest control service to existing and new facilities. The Agency shall be required to submit a Facility/Service request form (**Attachment A**) along with a pricing proposal to the General Services Contract Office prior to the start of/increase of services at the requested facility.

B.18 INVOICING REQUIREMENTS:

Contractor acknowledges that any invoices submitted with additional charges or a pricing structure that does not match the pricing in Section B will be rejected.

Pest control services must be invoiced within thirty (30) days from completion of work.

Contractor shall provide the following information on all invoices:

- City contract number
- Invoice number
- Invoice date
- Service date(s) or service period
- PO number (will be provided to contractor when assigned)
- Service location (Building name and address)
- Name of the City employee authorizing and approving the work performed
- Employee schedules to support all invoiced hours (when applicable) must be retained and available for inspection
- Itemized charges, per service rendered at each facility
- Total charge
- addition detail may be requested as deemed necessary by the City

B.19 COOPERATIVE PURCHASING:

The City and County of Denver encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to Denver Revised Municipal Code Sec. 20-64.5. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City and County of Denver supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for proposal that pricing offered herein to the City and County of Denver may be offered by the Contractor to any other governmental jurisdiction purchasing the same products.

The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders, freight charges for destinations outside of the Denver Metro area, contractual disputes, invoicing, and payment. The City and County of Denver shall not be liable for any costs, damages incurred by any other entity.

B.20 SUSTAINABILITY POLICY AND GUIDANCE:**ENVIRONMENTAL POLICY, SUSTAINABILITY AWARENESS, AND COMPLIANCE:**

The City & County of Denver, through its ISO 14001 conforming Denver Environmental Performance Program (DEPP) is committed to protecting the environment, and the health of the public and its employees. The DEPP ensures that all aspects of City operations with the potential to cause significant environmental impacts are proactively managed. The City has adopted environmental procedures to ensure compliance with environmental requirements, protect workers and the public, conserve energy and resources, and prevent pollution. This 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 that will protect public health and the health of their employees, and protect the environment. It also requires business partners ensure the competency of their staff with respect to their environmental impacts and duties.

All City business partners are required by statute, regulation, and contractual agreement to comply with all federal, state, and local environmental regulations and requirements when working for the City. The City's DEPP requires all City business partners to be aware of the City's Environmental Policy, be aware of the environmental aspects their actions may impact, and implement practices to manage their actions in a manner that complies with environmental requirements and the City's environmental performance goals. The City's Environmental Policy outlines the City's commitment to environmental protection, continual improvement, and sustainability in all areas of City business and operations. 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>

Additionally, City agencies are directed to procure cost-competitive products and services that minimize resource consumption and negative impacts on the environment and human health. In requesting proposals, and when specifically required in the evaluation criteria, The City expects all responsive proposers to demonstrate commitment to and experience in environmental sustainability and public health protection practices applicable to their line of services. The City during its evaluation processes will actively assess the quality and value of all proposals.

Contractors, when applicable, are to follow standards and recommendations of the United States Environmental Protection Agency's Environmentally Preferable Purchasing (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.

Executive Order 123 guides City agencies to fully implement all appropriate LEED O+M principals to minimize negative economic, environmental, and public health impacts of facility operations and maintenance. Thus, services procured through this proposal must meet any directly applicable LEED O+M standards, and otherwise help the City realize its EPP goals, and the directives contained in Executive Order 123.

Environmentally Preferable Purchasing (EPP) Guidance and Prohibitions:

The City defines Environmentally Preferable Purchasing as procurement of products and services that minimize impact on human health and the environment when compared with competing products and services that serve the same purpose. The City's EPP evaluation may extend to raw materials acquisition, energy consumption in manufacturing and transport, packaging, recyclability, waste disposal, and many other factors.

Applicable EPP considerations may factor in the evaluation process of this Proposal. Contractor is encouraged to describe any EPP attributes of the goods or services they offer to the City. Contractor is encouraged to review the list of products and services below that meet the City's EPP requirements and highlight to the City where their firm excels in EPP compliance, and where they are working to improve.

Products and services with the following attributes meet basic EPP defined in the City's Environmental Management System and are favored for procurement:

- Pest services that meet the standard for LEED v4 Integrated pest management
- Pest services that are certified and in good standing of Greenpro, EcoWise, GreenShield, or a program with equivalent standards
- Green Seal approved products and services (GS-42)
- International Sanitary Supply Association (ISSA) Cleaning Industry Management Standard for Green Buildings (CIMS-GB)
- Custodial services that meet the LEED v4 Green cleaning – custodial effectiveness assessment standards
- EPA's "Safer Choice" labeled products
- Energy Star certified equipment
- Cradle to Cradle (C2C) v2 and v3 certified products
- Products that meet any of the GreenScreen v1.2 Benchmarks
- Conformance with California Code of Regulations for maximum allowable VOC content
- Products dispensed through automatic metering and mixing equipment (after other supply is exhausted)
- Products with recycled material and post-consumer waste content, including 30% recycled-content paper
- Products that can be recycled (with preferable local recycling options available)
- Durable products and reusable products and applicators
- Neutral pH products (pH > 2.0 and <12.5)
- Non-flammable products (flash point >140F)
- Fragrance-free and dye-free products
- Bio-based materials (ASTM Test Method D6866)
- Procure limited quantities that can be used in a reasonable amount of time, within the products expiration date
- Other characteristics that minimize:
 - Waste
 - Energy use
 - Release of toxic compounds
 - Worker/public exposure to pollutants

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

- Products containing chlorinated or halogenated hydrocarbons i.e., chlorinated solvents (typically paint strippers, brake cleaners, degreasers, and some lubricants)
- Products containing per- and polyfluoro alkyl substances, or PFAS
- Products that will be a regulated hazardous waste, per Colorado Hazardous Waste Regulations,) upon disposal when there is a viable alternative
- Products containing Asbestos
- Products containing category 1 carcinogens, known mutagens, known teratogens.
- Products which have a high risk of causing spontaneous combustion
- Strong chemical oxidizers and peroxide forming chemicals
- Products containing toxic heavy metals, halogenated solvents, strong acids, benzene, naphthalene, and other toxic aromatic and polyaromatic organic compounds.
- Products containing the chemical elements or compounds listed in Table 1
- Products containing chemical compounds deemed by the Denver Department of Public Health and Environment to present an undue of risk to human health or the environment in their use or disposal. Consult with the department for review of chemical product composition if there are any questions.

Upon request, the contractor must submit documentation proving that all procured products and services meet these requirements or provide a rationale when substitution is not available.

B.20.a.1 Table 1: Prohibited Chemicals and Compounds (excluding legitimate laboratory uses and alloys)

	Chemical Name	CAS Number
1	Arsenic, Arsenic containing compounds	7440-38-2, various
2	Barium, compounds of	various
3	Cadmium, compounds of	various
4	Carbon tetrachloride	56-23-5
5	Chlorobenzene	108-90-7
6	Chloroform	67-66-3
7	Chromium, compounds of	various
8	1,2-Dichlorobenzene	95-50-1
9	1,4-Dichlorobenzene	106-46-7
10	1,2-Dichloroethane	107-06-2
11	1,1-Dichloroethylene	75-35-4
12	Hexachlorobenzene	118-74-11
13	Hexachlorobutadiene	87-68-3
14	Hexachloroethane	67-72-1
15	Hydrofluoric Acid	7664-39-3
16	Lead, compounds of	various
17	Mercury, elemental	7439-97-6
18	Mercury, compounds of	various

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19	Methylene chloride	75-09-2
20	Nitrobenzene	98-95-3
21	Pentachlorophenol	87-86-5
22	Selenium, compounds of	various
23	Silver, compounds of	various
24	Tetrachloroethylene	127-18-4
25	1,1,1-Trichloroethane	71-55-6
26	1,1,2-Trichloroethane	79-00-5
27	Trichloroethylene	79-01-6
28	2,4,5-Trichlorophenol	95-95-4
29	2,4,6-Trichlorophenol	88-06-2
30	Vinyl chloride	75-01-4

Many of the chemical names in the above table have synonyms or other common names. These will share the same CAS number which should be the default screening mechanism to ensure prohibited chemicals are not purchased. DDPHE is available for consult and assistance with screening should the buying agency have questions during a purchase of chemicals.

ATTACHMENT A



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:

Division Director:

GS Executive Director:

Agency Approver (if not General Services)

Attach Workday Budget Actuals Report & Other Supporting Documentation as Necessary

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

EXHIBIT B

Group 1: Monthly Maintenance Service to include the following pest: Mice, Rats, Ants (non-wood destroying), Beetles, Spiders, Roaches (to include American, German and Oriental), and stinging insects if present at the time of service.

Item No.	Building Name	Address	Bldg Square Footage	Frequency	Price
1	City and County Building	1460 Cherokee Street - 80202	419,387	Monthly	\$205
2	Justice Center Garage	490 W. 14th Avenue - 80204	241,219	Monthly	\$100
3	Van Cise-Simonet Detention Center	490 W. Colfax Avenue - 80204	438,411	Monthly	\$200
4	Lindsey-Flanigan Courthouse	520 W. Colfax Avenue - 80204	317,000	Monthly	\$150
5	McNichols Building	144 W. Colfax Avenue - 80202	40,933	Monthly	\$52
6	Cherokee Boiler Plant	1348 Cherokee Street - 80202	9,984	Monthly	\$39
7	Cableland (Mayor's Residence)	4150 Shangri La Drive - 80246	14,437	Monthly	\$41
8	Richard T. Castro Human Svc. Bldg	1200 Federal Blvd. - 80204	307,307	Monthly	\$150
9	Richard T. Castro - Cafeteria	1200 Federal Blvd. - 80204	307307	Weekly	\$45
10	Family Crisis Center	2929 W. 10th Avenue - 80204	42,000	Monthly	\$52
11	Human Services Garage	2885 W. 11th Avenue - 80204	325,100	Monthly	\$150
12	East Side Office Building	3815 Steele Street - 80205	60,000	Monthly	\$59
13	Five Points Community Center	2855 Tremont Place - 80205	31,143	Monthly	\$48
14	Globeville Senior Center	4400 Lincoln Street - 80216	8,059	Monthly	\$38
15	Edna Oliver Child Development Center	2851 Tremont Place - 80205	6,077	Monthly	\$37
16	Northeast Montessori Center	3503 Marion Street - 80205	3,360	Monthly	\$36
17	Westwood Child Care Center	1000 S. Lowell Blvd. - 80219	10,000	Monthly	\$39
18	Lowry Child Development Center	957 Ulster Way - 80230	13,984	Monthly	\$41
19	Arie P. Taylor Municipal Center	4685 Peoria Street - 80239	48,614	Monthly	\$55
20	Rose Andom Center	1330 Fox Street	46,037	Monthly	\$54
21	DHS on the Platte	405 S. Platte Drive 80223	28,000	Monthly	\$47
22	Rocky Mountain International House	1548 Ogden Street - 80218 (36 unit apartment bldg)	14,427	Monthly	\$41
23	Cultural Center Garage	65 W. 12th Avenue - 80204	324,340	Monthly	\$150
24	Denver Performing Arts Complex Garage	1055 13th Street - 80204	711,151	Monthly	\$100
25	Water Board Garage/Judge's Garage	1330 Cherokee Street - 80204	13,500	Monthly	\$40
26	Fire Fleet/Building Maintenance	5440 Roslyn Street - 80216 -Bldg. (B) or 2	31,332	Monthly	\$48
27	Fire Academy	5440 Roslyn Street - 80216 - Bldg. (F)	14,500	Monthly	\$41
28	Fire Dormitory /Garage	5440 Roslyn Street - 80216	9,800	Monthly	\$39
29	Fire Tower	5440 Roslyn Street - 80216 - Bldg. 8	2,000	Monthly	\$36
30	Fire Burn Building	5440 Roslyn Street - 80216	1,000	Monthly	\$35
31	Police Garage	5440 Roslyn - 80216 - Bldg. (A) or 1	30,950	Monthly	\$48
32	Roslyn-Bldg. (C)	5440 Roslyn Street - 80216 - Bldg. (C) or 3	103,902	Monthly	\$77
33	Roslyn-Admin. Bldg.	5440 Roslyn Street - 80216 - Bldg. (5) or Admin	53,949	Monthly	\$57

EXHIBIT B

34	Roslyn-Bldg. (E)	5440 Roslyn Street - 80216 - Bldg. (E) or 4	53,835	Monthly	\$57
35	Roslyn-Bldg. (D)	5440 Roslyn Street - 80216 - Bldg. (D) or 7	28,700	Monthly	\$47
36	South Cherry Creek	7301 E. Jewell Avenue - 80231	3,400	Monthly	\$36
37	South Cherry Creek Transfer Station	7301 E. Jewell Avenue - 80231 (Lower Bldg)	7,384	Monthly	\$38
38	South Osage Transfer Station	2013 S. Osage Street - 80223	8,000	Monthly	\$38
39	Public Works	2506 W. Colfax Avenue - 80204	Unknown	Monthly	\$36
40	Public Works Asphalt Plant	5440 Roslyn - 80216 - Bldg. (G)	8,100	Monthly	\$38
41	Public Works Batch Shop	5440 Roslyn Street - 80216 - Trailer	750	Monthly	\$35
42	So. Cherry Creek Compaction Station	7301 E. Jewell Avenue - 80231 (Upper Bldg)	8,060	Monthly	\$38
43	Fire Headquarters	745 West Colfax Avenue - 80204	28,000	Monthly	\$46
44	Fire Station No. 2	5300 Memphis Street- 80249	16	Monthly	\$42
45	Fire Station No. 3	2500 Washington Street - 80205	3,192	Monthly	\$36
46	Fire Station No. 4	1890 Lawrence Street - 80202	7,921	Monthly	\$38
47	Fire Station No. 6	1300 Blake Street - 80204	10,949	Monthly	\$39
48	Fire Station No. 7	2195 W. 38th Avenue - 80211	5,791	Monthly	\$37
49	Fire Station No. 8	1616 Park Avenue - 80218	11,112	Monthly	\$40
50	Fire Station No. 9	4400 Brighton Blvd. - 80216	12,491	Monthly	\$40
51	Fire Station No. 10	3200 Steele Street - 80205	10,900	Monthly	\$39
52	Fire Station No. 11	40 W. 2nd Avenue - 80223	8,919	Monthly	\$39
53	Fire Station No. 12	2575 Federal Blvd. - 80211	9,592	Monthly	\$39
54	Fire Station No. 13	3683 S. Yosemite - 80237	5,791	Monthly	\$37
55	Fire Station No. 14	1426 Oneida Street - 80220	5,604	Monthly	\$37
56	Fire Station No. 15	1375 Harrison Street - 80206	7,200	Monthly	\$38
57	Fire Station No. 16	1601 S. Ogden Street - 80210	10,060	Monthly	\$48
58	Fire Station No. 17	4500 Tennyson Street - 80212	7,650	Monthly	\$38
59	Fire Station No. 18	8701 E Alameda Ave	16441	Monthly	\$40
60	Fire Station No. 19	300 S. Ivy Street - 80224	9,680	Monthly	\$39
61	Fire Station No. 20	501 Knox Court - 80204	6,076	Monthly	\$37
62	Fire Station No. 21	1500 E. Virginia Avenue - 80209	12,811	Monthly	\$40
63	Fire Station No. 22	3530 S. Monaco Parkway - 80237	10,719	Monthly	\$39
64	Fire Station No. 23	850 S. Federal Blvd. - 80219	7,700	Monthly	\$38
65	Fire Station No. 24	2695 S. Colorado Blvd. - 80222	7,183	Monthly	\$38
66	Fire Station No. 25	2504 S. Raleigh Street - 80219	7,200	Monthly	\$38
67	Fire Station No. 26	7934 Martin Luther King Blvd. - 80238	7,803	Monthly	\$38
68	Fire Station No. 27	12927 E. Albrook Drive - 80239	11,943	Monthly	\$40
69	Fire Station No. 28	4306 S. Wolff Street - 80236	9,532	Monthly	\$39

EXHIBIT B

70	Fire Station No. 29	4800 Himalaya Road - 80249	2,810	Monthly	\$36
71	Fire Station No. 30	4898 S. Dudley Street - 80123	7,923	Monthly	\$38
72	Combined Communications Center	950 Josephine Street - 80206	34,040	Monthly	\$49
73	Fire Line Shop	4640 Lipan Street - 80211	12,000	Monthly	\$40
74	Fire Warehouse	20 E. Center - 80209	2,440	Monthly	\$36
75	Police Administration Building	1331 Cherokee Street - 80204	197,588	Monthly	\$115
76	Pre-Arrestment Detention Facility	1351 Cherokee Street - 80204	80,000	Monthly	\$67
77	Sheriff's Impound Facility	5160 York Street - 80216	6,800	Monthly	\$38
78	Denver Police Crime Lab	1371 Cherokee Street	71,640	Monthly	\$64
79	Police Transmitter/Vehicle Service Center / Bicycle Bureau	2100 31st St	Unknown	Monthly	\$47
80	Police Academy	2155 N. Akron Way - 80238	30,712	Monthly	\$47
81	Police District 1 Station	1311 W. 46th Avenue - 80211	40,131	Monthly	\$51
82	Police District 2 Station	3921 N. Holly Street - 80207	39,177	Monthly	\$51
83	Police District 6 Station	1566 Washington Street - 80203	7,917	Monthly	\$38
84	Pharmacy located at Police Dist. 6	701 E. Colfax Avenue - 80203	7,000	Monthly	\$38
85	Police District 3 Station	1625 S. University Blvd. - 80210	41,765	Monthly	\$52
86	Police District 4 Station	2100 S. Clay Street - 80219	19,749	Monthly	\$43
87	Metro Swat Team	550 E. Iliff Avenue - 80210	5,500	Monthly	\$37
88	Urban Crime Bureau (Gang Unit)	2205 Colorado Blvd. - 80222	2,800	Monthly	\$36
89	Mounted Patrol Unit	4350 S. Pierce Street - 80123	5,253	Monthly	\$37
90	Car Pound - Property Bureau Bldg	5150 York Street - 80216	1,600	Monthly	\$36
91	City Surplus Warehouse	671 South Jason Street - 80223	28,000	Monthly	\$46
92	Technology Services	10 Galapago Street - 80223	27,700	Monthly	\$46
93	Police Firing Range	3421 Park Avenue West - 80216	23,945	Monthly	\$45
94	Parks & Rec (south)	3375 Park Avenue West - 80216	16,734	Monthly	\$42
95	Traffic Operations/Traffic Investigations (north)	3381 Park Avenue West - 80216	22,689	Monthly	\$44
96	Police Evidence Storage (middle)	3381 Park Avenue West - 80216	12,187	Monthly	\$40
97	Denver Municipal Animal Shelter	1241 W. Bayaud - 80223	35,900	Monthly	\$50
98	Wellington E. Webb Municipal Office Building / Garage	201 W. Colfax Avenue - 80202	912,160	Weekly	\$125
99	Minoru Yasui Building	303 W. Colfax Avenue - 80204	156,284	Monthly	\$98
100	Permit Center	200 W. 14th Avenue - 80204	79,208	Monthly	\$67
101	Denver County Jail	10500 Smith Road,	350,000	Monthly	\$177
102	Buell Theatre	1345 Champa St.	41,000	Monthly	\$52
103	Boettcher Concert Hall	1000 14th St.	38,000	Monthly	\$50
104	Ellie Auditorium	1375 Champa St.	69,000	Monthly	\$63
105	Red Rocks Amphitheater	18300 W. Alameda Pkwy.	Unknown	Per visit	\$150

EXHIBIT B

106	Scheitler Recreation Center @ Berkley	5031 W. 46th Ave. 80212	27,079	Monthly	\$46
107	Ashland Recreation Center	2475 W. Dunkeld Pl. 80202	16,931	Monthly	\$42
108	Twentieth St. Recreation Center	1011 20th St. 80202	12,629	Monthly	\$40
109	Aztlan Recreation Center	4435 Navajo St. 80211	10,639	Monthly	\$39
110	Highland Senior	2880 Osceola St. 80212	10,792	Monthly	\$39
111	Stapleton	5090 Broadway 80216	13,002	Monthly	\$40
112	Central Park	9651 E. Martin Luther King Jr. Blvd. 80238	60,264	Monthly	\$59
113	Montbello	15555 E. 53rd Ave. 80239	37,161	Monthly	\$40
114	Glenarm	2800 Glenarm Place 80205	23,157	Monthly	\$44
115	Green Valley Ranch	4890 Argonne Way 80249	36,836	Monthly	\$50
116	Hiawatha Davis	3334 Holly St. 80207	36,066	Monthly	\$47
117	St. Charles	3777 Lafayette St. 80205	16,354	Monthly	\$42
118	Swansea	2650 E. 49th Ave. 80216	14,033	Monthly	\$41
119	Montclair	729 Ulster St. 80220	40,357	Monthly	\$51
120	Washington Park	701 S. Franklin St. 80209	25,457	Monthly	\$45
121	Cook Park	7100 Cherry Creek S. Dr. 80224	22,801	Monthly	\$44
122	Eisenhower	4300 E. Dartmouth Ave. 80222	14,284	Monthly	\$41
123	Harvard Gulch	550 E. Iliff Ave. 80210	22,287	Monthly	\$44
124	La Familia	65 S. Elati St. 80223	17,004	Monthly	\$42
125	Platt Park Senior	1500 S. Grant St.	8,294	Monthly	\$38
126	Athmar	2680 W. Mexico Ave. 80219	22,040	Monthly	\$44
127	Rude	2855 W. Holden Pl. 80204	40,444	Monthly	\$51
128	Harvey Park	2120 S. Tennyson Wy. 80219	12,384	Monthly	\$40
129	Southwest	9200 W. Saratoga Pl. 80123	15,186	Monthly	\$41
130	Barnum	360 Hooker St. 80219	21,153	Monthly	\$44
131	La Alma	1325 W. 11th Ave. 80204	18,396	Monthly	\$42
132	Denver Community Recreation	1849 N Emerson St 80218	8,800	Monthly	\$39
133	Central Park Pavilion	8801 E. Martin Luther King Jr. Blvd 80209	1,935	Monthly	\$36
134	Chief Hosa Lodge	27661 Genesee Lane 80401	3,340	Monthly	\$36
135	Montclair Civic Building	6829 E 12th Avenue 80220	975	Monthly	\$35
136	Crestmoor Maintenance Center	99 S Monaco Pkwy 80205	4,140	Monthly	\$37
137	City Park Maintenance Center	2100 Steele Street 80205	4,819	Monthly	\$37
138	Congress Maintenance Center	2601 E 9th Avenue 80206	4,366	Monthly	\$37
139	Yale Maintenance Center	10300 E Yale Avenue 80210	5,140	Monthly	\$37
140	Washington Park Maintenance Facility	820 S. Humboldt Street 80209	1,600	Monthly	\$36
141	Ruby Hill Maintenance Facility	1505 W. Jewell Avenue 80223	1,600	Monthly	\$36

EXHIBIT B

142	Intern House	2655 S. Fillmore Street 80210	877	Monthly	\$35
143	Park & Recreation Greenhouse	2500 E. 23rd Avenue 80205	10,000	Monthly	\$39
144	Wastewater	2000 W. 3rd Avenue 80223	107,917	Monthly	\$79
145	Central Platte Campus Bldg. 2,3,5	1271 W. Bayaud Avenue 80223	90,000	Monthly	\$72
146	Carla Madison	2401 E. Colfax Avenue 80206	70,501	Monthly	\$90
147	Stapleton Maintenance Shop	9140 E. 33rd Avenue	Unknown	Monthly	\$59
148	North East Dist. Maintenance Shop	10450 E. Smith Road	10,824	Monthly	\$79
149	Denver Mountain Parks Headquarters	300 Union Ave, Morrison, CO	Unknown	Monthly	\$100
150	Aloft Hotel	800 15th St	67,175	Monthly	\$89
151	Buffalo Bill Museum	987 1/2 Lookout Mountain Rd, Golden, CO	15,862	Monthly	\$100
152	Centennial Gardens	1101 Elitch Circle	Unknown	Monthly	\$69
153	Ramada Inn	1150 E Colfax Ave	92,042	Monthly	\$89
154	Give Center	1200 Federal Blvd	See Richard T Castro Campus	Monthly	\$65
155	PAL	1240 W Bayaud	9,610	Monthly	\$45
156	Fleming Mansion	1510 S Grant St	Unknown	Monthly	\$35
157	City Park Pavilion	1700 York St	Unknown	Monthly	\$38
158	Bible House	2080 York St	Unknown	Monthly	\$38
159	Globeville Rec Center	4496 Grant St	9,560	Semi-Monthly	\$38
160	Ashland Pool	2501 W Dunkeld Pl	16,332	Monthly	\$42
161	College View Rec Center	2525 S Decatur St	14,499	Monthly	\$40
162	Martin Luther King Jr. Rec Center	3880 Newport St	25,512	Monthly	\$45
163	unnamed Denver Housing Authority facility	4333 S Syracuse St	58,000	Monthly	\$39
164	Denver Coliseum	4600 Humboldt St	180,559	Monthly	\$150
165	Livestock Exchange Building	4701 Marion St	52,689	Monthly	\$75
166	Rodeway Inn Women's Shelter	4765 Federal Blvd	Unknown	Monthly	\$100
167	Johnson Recreation Center	4809 Race St	12,050	Monthly	\$55
168	Skyline Park	Arapahoe St & 15th-18th St	Unknown	Monthly	\$65
169	National Western Building	5125 Race Court	59,322	Monthly	\$75
170	Daniels Park Caretaker Complex	8615 N Daniels Park Rd, Sedalia, CO	Unknown	Monthly	\$99
171	911 Communications Center	12025 E 45th Ave	71,232	Monthly	\$59
172	Patrick House	26771 Genessee Lane, Golden, CO	Unknown	Monthly	\$89
173	Civic Center Park	Bannock & Colfax to Broadway & 14th Ave	Unknown	Monthly	\$70
174	Washington Park Boathouse	701 S Franklin St	31,444	Monthly	\$85
175	Pioneer Monument Fountain	Broadway & Colfax Ave	Unknown	Monthly	\$55
176	Denver Parks Northwest District Maintenance HQ	4700 W Bryon Pl	Unknown	Monthly	\$65
177	Tooley Hall	4280 Kearney St	Unknown	Monthly	\$100

EXHIBIT B

178	Public Defender Office	710 W Colfax Ave	11,250	Monthly	\$89
179	Mt. Morrison Radio Site	2424 S Grapevine Rd, Idledale, CO	Unknown	Monthly	\$79
180	AID Center	1370 Elati St.	Unknown	Monthly	\$89
181	CSU Extension Building	888 E Iliff Ave	Unknown	Monthly	\$89

Group 2: Pigeon Sticking and Trapping

Item No.	Building Name	Address	Bldg Square Footage	Frequency	Price
1	City and County Building	1460 Cherokee Street - 80202	419,387	Weekly	\$35
2	Police Administration Building	1331 Cherokee Street - 80204	197,588	Monthly	\$35
3	Police District 3 Station	1625 S. University Blvd. - 80210	41,765	Monthly	\$35
4	DPAC Galleria	1345 Champa St	Unknown	Weekly	\$35
	Additional buildings as needed/requested			Price Per Call	\$35

Group 3: Bed Bugs

Price Per Call

Price to include initial Services, Follow-up(s) and 30 day Eraucation Guarantee

\$239

Group 4: Additional Pest Control Services as Needed

Item No.	Service Type	Price Per Call
1	Cluster fly, exterior treatment	\$99
2	Bat removal from a building per call, but removal of the roost; exclusion; treatment of bat bugs	\$75
3	Flying insect control to include fungus, gnats flies and miller moths	\$95
4	Stinging insect service (Honey Bees, Wasps and Yellow Jackets)	\$150
5	Insect Light Traps (installation and maintenance of ILT, priced per trap)	\$175

Group 5: Emergency Service Call

Price Per Call

Emergency call shall be responded to within four (2) hourse of service call

\$150



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/2/2023

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

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

PRODUCER Renaissance Insurance Group PO Box 478 Windsor, CO 80550	CONTACT NAME: Scott Runyan PHONE (A/C, No, Ext): (970) 236-8272 FAX (A/C, No): E-MAIL ADDRESS: srunyan@reninsurance.com
	INSURER(S) AFFORDING COVERAGE
INSURED Northern Colorado Pest & Wildlife Control Corp 2881 S 31st Ave Unit #12 Greeley, CO 80631	INSURER A: Secura Insurance Companies NAIC # 22543
	INSURER B: Scottsdale Insurance Company 41297
	INSURER C: Pinnacol Assurance 41190
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CP3311147	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	A3311148	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XBS0163554	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		X	4194972	9/1/2022	9/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Subject to policy forms, conditions, definitions and exclusions.

As required by written contract of agreement, the City & County of Denver, its elected & appointed officers, employees & volunteers are included as additional insured with regards to the appropriate policies only.

CERTIFICATE HOLDER City & County of Denver Department of General Services Purchasing Department 201 W Colfax Ave Dep 304 Denver, CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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EXHIBIT D

**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 **Twenty Thousand Dollars (\$20,000.00)**, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has on the _____ day of _____, 2023, entered into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete the construction of **CONTRACT NO. GENRL-202367381, [CITYWIDE PEST CONTROL SERVICES, EXCLUDING DIA]**, 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;

EXHIBIT D

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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this _____ day of _____, 2023.

Contractor

Attest:

By: _____
President

Secretary

Surety

By: _____
Attorney-In-Fact

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

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

APPROVED FOR THE CITY AND COUNTY OF
DENVER

By: _____
Assistant City Attorney

By: _____
Michael B. Hancock
MAYOR

By: _____
Andrew Amador
**EXECUTIVE DIRECTOR OF
GENERAL SERVICES**



TO: All Users of the City and County of Denver Prevailing Wage Schedules

FROM: OHR Compensation and Classification

DATE: December 15, 2022

SUBJECT: Latest Update to Prevailing Wage Schedules

Please find an attachment to this memorandum of all the current Office of Human Resources Prevailing Wage Schedules issued in accordance with the City and County of Denver's Revised Municipal Code, Section 20-76(c). This schedule does not include the Davis-Bacon rates. The Davis-Bacon wage rates will continue to be published separately as they are announced.

Modification No. 168
Publication Date: December 15, 2022
(12 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.

Attachments as listed above.

EXHIBIT E
APPLIANCE MECHANIC

Effective Date: 05-19-22
Last Revision: 02-18-21

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Appliance Mechanic	\$24.44	\$7.42

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. 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: 12-15-2022
Last Revision: 09-17-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Building Engineer	\$33.36	\$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.

EXHIBIT E

CONVEYANCE SYSTEM MAINTENANCE SERIES

Effective Date: 12-15-22
Last Revision: 11-18-21

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
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

EXHIBIT E

Effective Date: 02-24-22

Last Revision: 12-17-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Custodian I	\$19.53	\$6.99 (Single) \$8.83 (EE + Spouse) \$10.97 (Family)
Custodian II	\$19.88	\$7.05 (Single) \$8.89 (EE + Spouse) \$11.03 (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 (\$0.23) 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 (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.
Note	The Career Service Board in their public hearing on March 15, 2007 approved to amend prevailing wages paid to the Custodian as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification."

Custodian I

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

Custodian II

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

EXHIBIT E

DIA OIL & GAS**Effective Date:** 03-17-22

Last Revision: 03-18-21

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Derrick Hand/Roustabout	\$17.11	\$6.57
Electrician	\$26.44	\$7.65
Mechanic	\$28.24	\$7.86
Pipefitter	\$28.56	\$7.90
Rig/Drill Operator	\$24.71	\$7.45
Truck Driver	\$25.53	\$7.55

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.

EXHIBIT E

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: 05-19-22

Last Revision: 05-20-21

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Tile Finisher	\$24.13	\$8.91
Tile Setter	\$30.08	\$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: 7-21-2022

Last Revision: 08-19-21

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
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.

EXHIBIT E
FUEL HANDLER SERIES

Effective Date: 10-20-22

Last Revision: 10-21-21

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
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.

EXHIBIT E

FURNITURE MOVERS

Moving, Storage and Cartage Workers

Effective Date: 10-20-22

Last Revision: 09-16-21

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Laborer/Helper	\$18.38	\$6.92
Furniture Driver/Packer	\$19.16	\$7.01
Lead Furniture Mover	\$20.03	\$7.11

GLYCOL FACILITY**Effective Date:** 03-17-22

Last Revision: 05-20-21

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
De-icing Facility Operator	\$29.08	\$7.96
Maintenance Mechanic	\$28.57	\$7.90
Glycol Plant Specialist	\$17.36	\$6.60

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.

EXHIBIT E

PARKING ELECTRONICS TECHNICIAN**Effective Date: 10-20-22**

Last Revision: 09-16-21

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
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: 7-21-2022**

Last Revision: 08-19-21

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
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: 03-18-21**

Last Revision: 04-16-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
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 waste water 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.

EXHIBIT E

SIGN ERECTOR**Effective Date: 01-21-21**

Last Revision: 03-15-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
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).

TREE TRIMMERS**Effective Date: 12-15-22**

Last Revision: 11-18-21

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
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 from 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: 12-17-20**

Last Revision: 05-21-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Window Cleaner	\$27.64	\$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

EXHIBIT E

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."

EXHIBIT F

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

Legal Authority for and Purpose and Genesis of the Security Addendum

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, Criminal History Records Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security

addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
 - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power

and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative