

SCHEDULED AND ON-CALL CONTRACT: SNOW REMOVAL

THIS SCHEDULED AN ON-CALL MAINTENANCE AND REPAIR CONTRACT (this “**Contract**”) is by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”), and **CTM INC.**, a Colorado corporation whose address is PO Box 118, Englewood, CO 80151 (the “**Contractor**”). For purposes of this Contract, the City and the Contractor are collectively referred to as the “**Parties**”.

RECITALS

1. The City has identified a need for a qualified contractor to perform services directed by the City (the “**Program**”). Program work will generally consist of performance of such maintenance and repair services as assigned by the City, or set out herein (the “**Projects**”).
2. The work shall consist of snow removal services described in ***Exhibit A*** (the “**Scope of Work**”).
3. The Contractor is willing, able and has the present capacity to perform all of the maintenance and repair services required by this Contract.

AGREEMENT

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

1. WORK TO BE PERFORMED.

A. Work: The Contractor shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete all of the work described in the Scope of Work, ***Exhibit A*** (the “**Work**”), which is attached and incorporated to this Contract. The Contractor shall perform the Work in a highly skilled manner consistent with the performance standards and technical requirements set forth in ***Exhibit A***. The Contractor shall diligently prosecute the Work to completion using its best efforts, highly skilled work effort and attention. The Contractor shall commence the Work within five (5) calendar days following the issuance by the City of a Work Order for a Project (“**Project**”) unless a different period is specified in the Work Order. The Contractor shall complete the Project within the time period specified in the Work Order for the Project. The Contractor shall be solely responsible for all means, methods and techniques of performance, protection of property and safety. The Contractor shall be responsible to the City for the acts and omissions of the Contractor’s employees and any other persons performing any of the work or furnishing materials.

B. Oversight: The Contractor shall conduct the Work under the general direction of and in coordination with the Executive Director of the Department of General Services (the “**Director**”) or other designated representative (the “**Representative**”) and the Department employee(s) assigned to manage the Project (the “**Department**”) and make every reasonable effort

to fully coordinate the Project with any City agency or any person or firm under contract with the City doing work which affects the Project. The Contractor agrees to allow the City to review any of the procedures used by it in doing the Work under this Contract and to make available for inspection all notes and other documents used in performing the Work.

C. **Cooperation and Coordination:** The Contractor shall make every reasonable effort to fully coordinate the Work with any City agency or any person or firm under contract with the City doing work which affects the Work. The Contractor agrees to allow the City to review any of the procedures used by it in doing the Work and to make available for inspection all notes and other documents used in performing the Work.

D. **Non-exclusivity:** The Contractor acknowledges and agrees that this Contract does not create an exclusive right to perform all Work for which the City may contract for the type of service described in **Exhibit A**. The City may enter contracts with other contractors to perform the same or similar services and reserves the right to select, at the discretion of the Director or the Representative, the contractor that is the most cost effective, best suited, and/or most readily able to perform a specific Project.

E. **Work Order:** As the Department determines the need and availability of funding for each Project outside of regularly scheduled or preventative maintenance, the City will issue a written Work Order to the Contractor detailing the nature and extent of services to be provided, the location of the Project, and the timeframes within the Project is to be performed, with a projected amount to be paid to the Contractor (the “**Project Amount**”) based on the Work items described in the Scope of Work in **Exhibit A**. **Exhibit B** attached hereto and incorporated herein by reference contains the Billing Rates, which the Contractor acknowledges and affirms that the City may rely upon in the preparation of Work Orders as provided herein. **Exhibit C** attached hereto and incorporated herein by reference substantially reflects the form of the Work Order to be issued by the City. The Contractor shall, within forty-eight (48) hours and in good faith, confirm the scope of services detailed therein and the associated Project Amount, all of which must be in accordance with the terms and conditions of this Contract, and respond back in writing to the Department as to the Contractor’s ability to initiate and complete the Project in the timeframes specified in the Work Order. The Contractor assumes all responsibility and risks, including any additional work or additional costs, for failure to confirm the completeness and accuracy of the Work Order and the Project Amount, including any inquiries with the Department as to any directions or specification in the Work Order which are not clear. Confirmation includes, but is not restricted to, inspections of the Project site and inquiries with the Department as to any directions or specifications in the Work Order which are not clear. If the Contractor fails to contact the Department within forty-eight (48) hours following receipt of the issued Work Order and state unequivocally that the Contractor is ready and willing to perform the Project in the manner and timeframes indicated on the Work Order, the Department reserves the right to immediately withdraw the issued Work Order. Upon the Contractor executing the Work Order, the Department shall finalize and execute the Work Order for the Project and return a copy of the executed Work Order to the Contractor. The Department will not execute the Work Order unless any material changes proposed by the Contractor to the terms of the issued Work Order and/or additions to the Project Amount are deemed acceptable by the Director or the Representative and incorporated into the Work Order and until funding adequate to cover the entire Project Amount is available.

F. Work Order Change: If, after execution of a Work Order and commencement on the Project, additions, deletions or modifications to the Work described in the Work Order, along with any associated changes in the Project Amount, are required by the Department or are requested by the Contractor and approved in advance by the Department, a Work Order Change, in substantially the form as set forth in **Exhibit D** attached hereto and incorporated herein by reference, may be issued in accordance to the same standards and procedures prescribed for Work Orders. The Contractor shall promptly and thoroughly review and respond to the proposed changes, in accordance to the same standards and procedures prescribed for Work Orders and notify the Department that the Contractor is ready and willing to perform the Project in the manner and timeframes as modified by the Work Order Change. The Department will not execute the Work Order Change unless any material changes proposed by the Contractor to the terms of the issued Work Order and/or additions to the Project Amount are deemed acceptable by the Director or the Representative and incorporated into the Work Order Change and until funding adequate to cover the entire Project Amount, if modified, is available.

G. Inspection of the Work: Persons who are employees of the City or who are under contract to the City will be assigned to inspect and test the Work. These persons may perform any tests and observe the Work to determine whether or not materials used, manufacturing and construction processes and methods applied, and equipment installed satisfy the requirements of the technical specifications, all other Contract requirements, and the Contractor's warranties and guarantees. The Contractor shall permit these inspectors unlimited access to the Work and provide means of safe access to the Work, which cost shall be included in the Contractor's price for the Work. In addition, the Contractor shall provide whatever access and means of access are needed to off-site facilities used to store or manufacture materials and equipment to be incorporated into the Work and shall respond to any other reasonable request to further the inspector's ability to observe or complete any tests. Such inspections shall not relieve the Contractor of any of its quality control responsibilities or any other obligations under the Contract. All inspections and all tests conducted by the City are for the convenience and benefit of the City. These inspections and tests do not constitute acceptance of the materials or Work tested or inspected, and the City may reject or accept any Work or materials at any time prior to the inspections, whether or not previous inspections or tests were conducted by the inspector or a City representative.

H. Warranties; Correction of Work: The Contractor warrants that all parts, materials, components, equipment, systems and other items incorporated into the Work ("**Items**") shall be new, unless otherwise specified, and suitable for the purpose used, and will be of good quality, free from faults and defects, and in keeping with common industry standards and that said Items shall be properly installed or incorporated into the Work in accordance with manufacturer's specifications and standard practices for said Items, and all of this shall be in conformance with the specifications and requirements of this Contract. The Contractor's warranty shall be effective for a one-year period following the completion of the Work and shall be extended for one year following any repair, replacement or corrective action required under the warranty. The Contractor, when requested, shall furnish the Director or the Representative with satisfactory evidence of the kind and quality of Items proposed to be incorporated into the Work. At any time while this Contract is in effect or during the warranty period, the Contractor shall, at no cost to the City, promptly investigate, repair, replace, or otherwise correct any of its workmanship and/or Items in the Work which contain fault(s) or defect(s), whether such failure(s) are observed by the City or the Contractor, and promptly repair, replace, otherwise correct any damage to any personal

or real property owned by the City or another person resulting from said fault(s) or defect(s) or from the repair, replacement, or correction of the fault(s) or defect(s).

I. Title: The Contractor warrants that it has full title to all items incorporated into the Work, that its transfer of such title to the City is rightful and free and clear from all security interests, liens, claims, or encumbrances whatsoever, and that the Contractor will defend such title against all persons claiming the whole or part of any Item, at no cost to the City.

J. Completion; Deficiency: The Contractor shall promptly notify the Department as to the completion of the Work so that inspection of the Work may be made by the City. If a Completion Notice is specified in the Work Order, the Contractor shall not submit a request for payment for the Work performed until a Completion Notice is issued by the Department or (10) calendar days after the Department is notified of Work completion, whichever is sooner. If the Work performed is determined by the Department to be defective, deficient or incomplete, whether or not a Completion Notice is required, 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 promptly notify the Department upon correction or completion of the Work.

K. Time is of the Essence: The Work is time sensitive. The Contractor acknowledges and affirms that it is imperative that the Contractor exercise due diligence and actively and expeditiously undertake all measures necessary: 1) in initiating, making good progress, and completing the Project, all within the timeframes specified in this Contract, and 2) in promptly and fully correcting or completing any Work noted in a Notice of Deficiency. Failure or refusal by the Contractor to initiate, make good progress, or complete the Work within the performance period may result, at the discretion of the Director, in termination of this Contract, or in assessment of liquidated damages under Section 5 of this Contract.

L. Subcontracting: Except as approved by the Director or the Representative in advance and in writing, the Contractor shall not subcontract with another contractor to perform the Work. The Contractor is prohibited from hiring any subcontractor currently debarred by the City in accordance with section 20-77 of the Denver Revised Municipal Code.

2. METHODS OF WORK.

A. Resources, Personnel, and Time Commitment: The Work shall be promptly commenced and actively prosecuted with the optimum complement of workers and equipment in order to complete the Work in an effective and expeditious manner. The Contractor shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to perform and complete the Work. The Work shall be undertaken by workers skilled, proficient, and experienced in the trades required by this Contract and shall be performed in an orderly and responsible manner in accordance with recognized standards and the plans and specifications contained in this Contract 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.

B. Permits and Licenses: Any tasks specified under this Contract that require the employment of licensed or registered personnel shall be performed by licensed or registered personnel. The Contractor shall obtain, at its own expense, and maintain all permits or licenses, including any prescribed governmental authorizations or approvals, required for the performance of the Work and shall demonstrate, if requested, what actions the Contractor has taken to comply with the required permits, licenses, authorizations or approvals.

C. Work Site Conditions: The Contractor shall keep work sites and nearby locations clean and neat. The Contractor shall promptly remove 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.

D. 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. 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. 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 or the Representative may, at the Director's or the Representative's discretion, undertake such repair or replacement and deduct the cost of the same from amounts payable to the Contractor under this Contract.

E. 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 or federal laws, ordinances, rules and regulations, requirements, and guidelines, including the Occupational Safety and Health Act

and any regulations or directives adopted thereunder (collectively, “**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.

F. 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.

G. 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.

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

I. 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 Contract 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 Contract. 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 Contract.

J. 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.

K. 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.

L. 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. The Contractor shall work to reduce landfill waste by recycling and/or salvaging recyclable materials. Where applicable, the Contractor shall procure and install fixtures and equipment that reduce energy use.

3. TERM. The term of this Contract will commence upon October 1, 2025, and will continue through September 30, 2028 (the "**Term**"). The Term may be extended by the City under the same terms and conditions for up to two (2) additional one (1) year renewal terms by a written amendment to this Contract. The Contractor agrees to comply with all applicable Contract close-out procedures and requirements set forth in the Contract and as otherwise directed by the Director or the Representative. In addition, nothing contained herein shall obligate the City to extend this Contract beyond the initial term.

4. COMPENSATION AND PAYMENT.

A. Maximum Contract Amount: The Maximum Contract Amount to be paid by the City to the Contractor for satisfactory completion of all Work authorized by the City and

performed by the Contractor under this Contract shall in no event exceed the sum of **NINE HUNDRED THOUSAND and 00/100 DOLLARS (\$900,000.00)**, unless this Contract is modified to increase said amount by a duly authorized and written amendment to this Contract executed by the Parties in the same manner as this Contract. The Maximum Contract Amount stated herein is not intended, and shall not be construed, as a promise or guarantee to the Contractor that the final price payable to the Contractor for all of the authorized Work will equal the Maximum Contract Amount.

B. Conditions of Payment: Payment shall be made upon satisfactory completion of the Work Order issued or as otherwise described in **Exhibit A**. The request for payment submitted by the Contractor must fully document and itemize the Work rendered and all equipment, supplies, materials, labor, and other authorized and actually incurred costs. The request for payment shall affirmatively represent that: i) all of the Work specified in the Work Order has been fully performed and completed and any Deficiency Notice has been satisfied; ii) no claims, liens, or amounts owed to employees, suppliers, or materialmen are outstanding and all requirements and conditions of section 11 below have been fully complied with; iii) all rights, title and interests to the materials or improvements provided or installed as the result of the Work have transferred to the City; and iv) no interest or encumbrance of any kind associated with the Work will be asserted, has been acquired, or will be made by the Contractor or any other person or entity. If the request for payment does not contain these representations, the representations are hereby deemed to contain them.

C. Subject to Appropriation; No Multiple Year Obligation: It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Contract, encumbered for the purpose of the Contract and paid into the Treasury of the City. The Contractor acknowledges that (i) the City does not by this Contract, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Contract is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

D. Amendments: The Contractor acknowledges that the City is not obligated to execute an amendment to this Contract, and that any work performed by the Contractor beyond that specifically described or allowed under this Contract or without a fully and properly executed amendment to this Contract is performed at the Contractor's risk and without authorization under this Contract.

5. TERMINATION & REMEDIES.

A. 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 Contract, 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 Contract, appropriate compensation for all such authorized Work shall be paid to the Contractor in accordance with this Contract.

B. Termination, With Cause, by the City: The occurrence of any one or more of the following shall constitute a breach of this Contract ("**Breach**"), for which the Director

may, at the Director's option, either terminate this Contract, with cause, upon written notice to the Contractor:

1) The Contractor fails or refuses, within three (3) calendar days of being notified, to expeditiously and actively undertake or substantially or timely perform its responsibilities and obligations or fails or refuses to make adequate progress in performing its responsibilities and obligations under this Contract, including the due diligence obligations set forth in section 1 of this Contract or the Work methods under section 2 of this Contract, 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;

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

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

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

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

6) The Contractor fails to obtain, renew, replace, or maintain the insurance coverage required by this Contract 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;

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

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;

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

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

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 Contract; or

12) The Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal contract 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.

C. Compensation: Upon termination of this Contract by the City, with cause, under sub-section 5.B 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 sub-section 5.E 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 Contract. The Contractor shall have no claim of any kind whatsoever against the City for any termination with cause, except for compensation for the Work satisfactorily performed as described herein.

D. Remedies:

1) *Termination:* For any termination with cause of this Contract, 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 Contract; 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 5.C. above. In any legal action brought by the Contractor, the Contractor shall not be entitled to recover any more than the full amount, not previously paid, of any 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.

2) *Liquidated Damages:* If the Director determines, for a Breach of this Contract under sub-section 5.B above, not to terminate the Contract 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, calculated from the day that the Director issues notice to the Contractor of a Breach under sub-section 5.B through a) the day before the Breach is remedied, or b) the day before a new Work Order or Contract is executed with another

contractor to perform the Work, as so determined by the Director or the Representative. 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 Contract or litigation.

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

7. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor retained to perform services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever. The Contractor is responsible for the operational management, errors and omissions of the Contractor's employees, agents, and subcontractors. Without limiting the foregoing, the Contractor understands and acknowledges that the Contractor and the Contractor's employees, agents and subcontractors: a) are not entitled to workers' compensation benefits through the City; b) are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity besides the City; and c) are obligated to pay federal and state taxes on any monies earned pursuant to this Contract. Furthermore, it is understood and agreed that nothing in this Contract is intended, or shall be construed, to constitute a joint venture between the Parties.

8. INSURANCE.

A. General Conditions: The Contractor agrees to secure, at or before the time of execution of this Contract, the following insurance covering all operations, goods or services provided pursuant to this Contract. The Contractor shall keep the required insurance coverage in force at all times during the term of this Contract, 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 Contract. Such notice shall reference the City contract number listed on the signature page of this Contract. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Contract 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 Contract.

B. Proof of Insurance: The Contractor may not commence services or work relating to this Contract prior to placement of coverages required under this Contract. The Contractor certifies that the certificate of insurance attached as **Exhibit E**, preferably an ACORD form, complies with all insurance requirements of this Contract. 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 Contract shall not act as a waiver of the Contractor's breach of this Contract or of any of the City's rights or remedies under this Contract. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

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

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

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

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

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

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

9. DEFENSE AND INDEMNIFICATION.

A. The Contractor hereby agrees to defend, indemnify, reimburse and hold harmless the 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 Contract ("**Claims**"), unless such

Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify the City for any acts or omissions of the Contractor or its subcontractors either passive or active, irrespective of fault, including the City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

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

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

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

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

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

11. 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 Contract and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

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

13. EXAMINATION OF RECORDS AND AUDITS. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this

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

14. ASSIGNMENT; SUBCONTRACTING. The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations under this Contract without obtaining the Director's prior written consent. The Contractor shall not subcontract performance obligations under this Contract without obtaining the Director's or the Representative's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Contract by the City. The Director (in the case of an assignment) and the Representative (in the case of a subcontract) has absolute discretion whether to consent to any assignment or subcontracting. The Director has sole and absolute discretion to terminate this Contract 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 sub-consultant, subcontractor or assign.

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

16. 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.

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

18. SEVERABILITY. Except for the provisions of this Contract requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of this Contract 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.

19. CONFLICT OF INTEREST.

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

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

20. NOTICES. All notices required by the terms of this Contract 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 the Contractor at the address first above written, and if to the City at:

By Contractor to: Executive Director of General Services
201 West Colfax Avenue, Dept. 1110
Denver, Colorado 80202

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

21. DISPUTES. All disputes between the City and the Contractor arising out of or regarding this Contract 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 Contract.

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

23. NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under this Contract, the Contractor may not refuse to hire, discharge, promote

or 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, military status, sexual orientation, gender identity, gender expression, marital status, source of income, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

24. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS. The Contractor shall cooperate and comply with the provisions of Executive Order 94 concerning the use, possession or sale of alcohol or drugs. Violation of this provision or refusal to cooperate with implementation of the policy can result in the City barring the Contractor from City facilities or participating in City operations.

25. PREVAILING WAGE REQUIREMENTS.

A. The Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, the Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the contract were encumbered. A copy of the applicable prevailing wage rate schedule is attached as **Exhibit F** and incorporated herein by reference.

B. Date bid or proposal issuance was advertised: **May 14, 2025.**

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

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

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

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

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

26. COMPLIANCE WITH M/WBE REQUIREMENTS.

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

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

1) It must maintain records and submit regular reports, as required under the Goods and Services Ordinance and as directed by DSBO, which will allow the City to assess progress in complying with the MWBE requirement.

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

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

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

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

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

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

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

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

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

29. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE. This Contract consists of sections 1 through 36 which precede the signature page(s) ("**Contract Text**"), and the following exhibits and attachments which are incorporated herein and made a part hereof by reference:

Exhibit A

Exhibit B

Exhibit C

Exhibit D

Exhibit E

Exhibit F

In the event of an irreconcilable conflict (i) between a provision of the Contract Text and any of the listed exhibits or attachments or (ii) among provisions of any exhibits or attachments, such that it is impossible to give reasonable effect to all, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Contract Text

Exhibit A

Exhibit B

Exhibit C

Exhibit D

Exhibit E

Exhibit F

30. SURVIVAL OF CERTAIN PROVISIONS. The terms of this Contract and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Contract survive this Contract 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.

31. TIME IS OF THE ESSENCE. The Parties agree that in the performance of the terms, conditions, and requirements of this Contract, time is of the essence.

32. SECTION HEADINGS. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

33. CITY EXECUTION OF CONTRACT. This Contract 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.

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

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

36. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS. The Contractor consents to the use of electronic signatures by the City. This Contract, and any other documents requiring a signature under this Contract, may be signed electronically by the City in

the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Contract solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Contract 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.

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

Contract Control Number: GENRL-202580498-00
Contractor Name: CTM INC.

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

SEAL **CITY AND COUNTY OF DENVER:**

ATTEST: By: _____

APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**
Attorney for the City and County of Denver
By: _____ By: _____

By: _____

Contract Control Number:
Contractor Name:

GENRL-202580498-00
CTM INC.

By:  Signed by:
SHANNON WILLIS
6DE777675E504D6

Name: SHANNON WILLIS
(please print)

Title: CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A – SCOPE OF WORK

SCOPE OF WORK – SNOW REMOVAL SERVICES:

The contractor will provide snow removal services at various City locations, excluding Denver International Airport.

The contractor shall furnish all labor, equipment, and material as necessary to perform all specified services.

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.

For a complete list of snow removal locations, refer to Exhibit A – Attachment A – Snow Removal Locations. Contractor must prioritize snow removal services at locations identified as “Priority 1” such as police districts and other locations open prior to 7:00 A.M.

1. The Contractor shall provide snow removal, de-icing, and melting/traction agent application services, including all labor, supervision, equipment and all fuel, lubricants, vital fluids, parts, maintenance repairs, and all items of cost needed to provide these services, covered by the resulting agreement which the City may require during the term of the agreement.

2. Snow removal shall consist of pushing all snow off the surfaces of designated areas. Application of melting or traction agents shall involve the even distribution of those agents across the same surfaces being plowed.

3. If snow fall occurs during non-standard work hours (Monday through Friday 5:00 PM to 7:00 AM, weekends, and City holidays), best efforts will be made to remove snow prior to the office opening for the next business day (standard work hours are Monday through Friday 7:00 AM to 5:00 PM) based on total accumulation. The Contractor shall have all areas cleared in time for the Facility to open on the next regular business day.

a. Several City buildings operate on a 24/7/365 schedule. These buildings require that snow accumulation greater than 1” be removed as soon as possible. These buildings include but are not limited to:

- Police Administration Building
- Police Districts
- Denver Animal Shelter
- Police Academy
- Van-Cise Detention Center and Lindsey Flannigan Justice Center

4. Areas to be cleared may include all parking and sidewalk areas. Contractor is required to respond within two (2) hours of dispatch if one inch (1”) or more of snow accumulates but may be called in before one inch (1”) accumulates. It may be necessary to shovel between cars in lots and use a manual spreader to de-ice tight spaces without damaging vehicles or getting ice melt on cars. Drift-ins and continuous snowfalls will be serviced as much as possible to keep these areas clear. In some cases, it may be necessary to wait until it stops snowing before the area can be cleared.

5. In cases of repeated heavy snowfalls, the City may request that snow piles be removed off-site to a City designated location. The removal of the snow piles will be at the request of the City and not required on every plowing occasion.

6. The Contractor will take all possible precautions to protect people from injury and create as little disturbance and inconvenience as possible.

7. Police Precincts – Contractor shall not leave snow drifts in such a manner as to block access for police vehicles to exit parking spaces. Snow drift behind cars must be shoveled out to allow for easy exit.

8. Police Academy Driving Track – Contractor is responsible for coordinating with DPD OPS Support the dates in which the Contractor will be required to perform snow removal services for the driving track. DPD OPS Support will provide these dates on the first day of each month for the following month.

9. Damage caused to buildings, posts, fences, automobiles or any other such readily visible objects will be repaired as soon as practical at the Contractors expense. In the event repairs are not made within seven (7) business days, the City will have the right to have repairs made or to make repairs and deduct this amount from any invoices due to the Contractor.

10. Regarding the use of deicer products both liquid and solid ice-melting salt and salt sand mixtures: contractor will apply materials evenly and per the application rate recommended by the manufacturer, or per industry best practices. Contractor must avoid waste due to over application, or un-even or careless application resulting in clumps of deicer in some spots, and insufficient deicer in other spots. No deicer salt or chemicals should be applied directly onto metal: avoid application of deicer to the foot of flagpoles, bicycle stands, fire hydrants, parking meters, benches, etc., and anything bolted to pavement- keep a 6-inch-wide space or buffer between metal objects and pavement treated with deicer. Deicer must be applied in a manner that prevents runoff into storm drains.

11. A snow removal plan is required to be submitted annually to the GS Operations Supervisor and/or Facility Superintendent before the snow season and discussed in the annual pre-season meeting. The snow plan shall include detailed information on the following:

- a. Site-specific maps for each service location to include snow piling, plow areas, hand shoveling areas.
- b. How the contractor plans to service simultaneous service locations listed in “Section 4” to adequately prepare and maintain locations free of snow and ice accumulation.
- c. Detailed information on anti-icing and de-icing services and equipment that will be used and stored.
- d. Detailed information on the snow removal equipment proposed to be used.
- e. Detailed plan on manpower dedicated to snow removal operations to service multiple locations simultaneously and consecutively.
- f. The snow plan must be cognizant of the 24/7/365 operation of applicable facilities.
- g. Detailed information on how the contractor will conduct quality control during snow or ice events and effectively monitor weather conditions during snow call outs.
- h. The snow removal plan shall include the development of a “snow activity” log. Which will include the following minimum information:
 - i. Location
 - ii. Condition of site

- iii. Actions taken
- iv. Equipment and Personnel Requirements
- v. Arrival time on site
- vi. Departure time

12. Check-ins and Check-outs required for each site along with before and after pictures for each site, including time stamp, must be emailed to the Facilities inbox at SnowNotifications@denvergov.org. If snow removal overlaps with normal hours and the Facility Maintenance team starts to clear snow at the site, the contractor must check in with Building Superintendent/ Multiple Trades Supervisor to confirm if support is still needed.

PROPERTY DAMAGE:

Contractor is required to report all occurrences of property damage and supporting pictures within 72 hours to SnowNotifications@denvergov.org. Contractor is liable for all occurrences of property damage. If contractor cannot address the repair, the City will address the repair and will be reimbursed by the contractor at cost.

SPECIAL CONSIDERATIONS:

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.

For services conducted at DPD facilities, DPD requires credentialed vendors to be re-cleared every other year. Non-credentialed vendor employees are only cleared on their initial check and must be escorted at all times by a credentialed vendor employee. It is imperative that employers notify DPD as soon as possible if an arrest or criminal citation becomes known. An arrest or criminal citation does not automatically preclude an employee from access; each case is reviewed individually based on severity, violence component, and officer/DPD employee safety. Contact Daniel Rockefeller of DPD at **daniel.rockefeller@denvergov.org**, for additional information or questions regarding DPD credentialing.

PRICING UPDATES:

Pricing is firm and fixed for the initial 3-year contract term and will apply to any services or locations that are added after the contract is executed. At the request of the contractor, the costs for services may be adjusted to reflect an increase of up to 3.5% years 4 and 5 if the contract term is extended by the City. Pricing updates must be based upon documented contractor's price increases and must be verifiable. Pricing updates shall be adjusted based upon the increase in the Consumer Price Index. Pricing update requests must be received by the City six (6) months prior to the contract anniversary date to review the pricing update request for approval.

INVOICING REQUIREMENTS:

Contractor must be capable of providing invoices that include the following details:

- 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)
- Facility Code (list will be provided to the contractor)
- Itemized charges, including unit of measurement
- Total charge

Snow removal invoices shall be provided per event, within 30 days of check-out notice. Contractor shall also provide monthly statement billing (as required).

ADDITION OR SUBTRACTION OF FACILITIES; INCREASE OR REDUCTION OF SERVICES:

The City reserves the right to add or to subtract facilities to be serviced by the Contractor. The requesting agency shall be required to submit a General Services Facility/Service Addition Form (Exhibit A – Attachment B). When a location is added, the Contractor will meet with the GS Operations Supervisor in order to determine a Scope of Work that is specific to that facility and to provide a quote for the new location.

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

The Contractor will meet with the GS Operations Supervisor if an increase or reduction of service is contemplated at any facility. Any increase or reduction of level of service should be accompanied by an increase or reduction of the monthly fee. The new monthly fee and revised scope of work must be approved, in writing, by the Executive Director of General Services, or their designee.

ENVIRONMENTAL MANAGEMENT SYSTEM, ENVIRONMENTAL POLICY, AWARENESS, AND COMPLIANCE:

Some City operations can pose risks to human health and the environment. Proactive environmental management can reduce risk and prevent harm.

The City is certified to the ISO 14001 international standard for Environmental Management System (EMS). The City's EMS ensures that all aspects of City operations with the potential to cause significant environmental impacts are proactively managed. Through the EMS, the City has adopted environmental procedures to ensure compliance with environmental requirements, protect workers and the public, conserve energy and resources, and prevent pollution. The EMS 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. The EMS 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 EMS 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 may be found at: <https://denvergov.org/files/assets/public/v/2/public-health-and-environment/documents/eq/2024-denver-environmental-policy.pdf>

Environmentally Preferable Purchasing (EPP) Guidance and Prohibitions:

The City defines EPP products and services as having a lesser or reduced effect on human health and the environment when compared with competing products and services that serve the same purpose. The City's EPP evaluation may extend to 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. Vendors are encouraged to describe any EPP attributes of the goods or services they offer to the City.

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

- Green Seal approved products and services
- Energy Star certified equipment
- Specific Conformance to Green Seal GS-11 and GS-37 standards
- Conformance with California Code of Regulations for maximum allowable VOC content
- Conformance with SCAQMD Rule #1168, or BAAQMD Regulation 8, Rule 51
- Conformance with Carpet and Rug Institute Green Label/Green Label Plus Programs
- Product listing with the Western Regional Pollution Prevention Network
- Product listed with the Center for the New American Dream
- Disposable janitorial products conformance with USEPA Comprehensive Procurement Guidelines
- Products supplied in concentrate
- Products dispensed through automatic metering and mixing equipment
- Products with high recycled material and post-consumer waste content
- Products with minimal petrochemical content
- Highly durable / long-lasting products and applicators
- Products shipped in bulk
- Neutral pH products
- Non-flammable products
- Fragrance and dyes free products
- Proven rapid bio-, photo-, or chemical degradation
- Non-aerosol products
- Locally reusable / locally recyclable packaging
- Other characteristics that can be shown to:
 - Minimize waste
 - Minimize consumption of energy and resources
 - Minimize release of toxic compounds
 - Minimize exposure of workers and the public to pollutants

Products and services with the following attributes do not meet EPP or Office of Sustainability standards, and are discouraged from procurement under this proposal:

- Combination cleaner-disinfectants
- Products which liberate ammonia (CAS 7664-41-7)
- Products containing the following substances, except in trace amounts (< 0.1%):

- alkylphenol ethoxylates
- 1,4-dioxane (CAS 123-91-1)
- Nitrilotriacetic acid (CAS 139-13-9)
- Sodium ethylenediamine tetraacetic acid (CAS 60-00-4)
- 2-butoxyethanol or 2-butoxyethanol acetate (CAS 111-76-2, and CAS 112-07-2)
- ethanolamine (CAS 141-43-5)
- Products containing phosphates or phosphonates in excess of 0.5% phosphorous by weight
- Products with a Flashpoint of less than 140°F
- Products with a pH of less than 2.0 or greater or than 12.5 at their least dilute working strength
- Products containing more than 20% VOCs by weight
- Products having RCRA Hazardous waste characteristics in their least dilute working strength
- Practices resulting in the air-borne dispersal of dusts and soils
- Practices which rely on volatilization of organic solvents or result in the significant generation of chemical fumes or vapors.
- Practices which prevent the capture and collection of wastewater and water-borne pollutants.
- Products whose principal ingredients are readily absorbed through skin, or cause dermal irritation or sensitization on contact, or rapidly destroy skin tissue or the mucous membranes.
- Products supplied without clearly readable labels that describe product hazards, precautions, and instructions on use and disposal.
- Products for the safe use of which workers must don specialized respiratory protection or general splash protection equipment.

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

- Products containing persistent bio-accumulative toxics
- Products containing Asbestos
- Products containing known carcinogens, mutagens and teratogens
- USDOT Inhalation Hazard rated materials
- Halogenated compounds with an Ozone Depletion Potential greater than 0.01
- Products which have a high risk of causing spontaneous combustion
- Strong chemical oxidizers
- Products containing the chemical elements or compounds listed in Table 1
- Products containing chemical compounds deemed by the Denver Department of Environmental Health to present an undue of risk to human health or the environment in their use or disposal.

Upon request, the vendor must submit documentation proving that all procured products and services meet the prohibitions listed above.

A.1.a Table 1: Prohibited Chemicals and Compounds

	<u>Chemical Name</u>	CAS Number	Comments
--	-----------------------------	-------------------	-----------------

1	Arsenic	7440-38-2	
2	Arsenic, compounds of	various	
3	Barium, compounds of	various	not including alloys
4	Cadmium, compounds of	various	not including alloys
5	Carbon tetrachloride	56-23-5	
6	Chlorobenzene	108-90-7	
7	Chloroform	67-66-3	
8	Chromium, compounds of	various	not including alloys
9	1,2-Dichlorobenzene	95-50-1	
10	1,4-Dichlorobenzene	106-46-7	
11	1,2-Dichloroethane	107-06-2	
12	1,1-Dichloroethylene	75-35-4	
13	Hexachlorobenzene	118-74-11	
14	Hexachloroethane	67-72-1	
15	Hydrofluoric Acid	7664-39-3	
16	Lead, compounds of	various	not including alloys
17	Mercury, elemental	7439-97-6	not including amalgams
18	Mercury, compounds of	various	
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	not including alloys

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	

Exhibit A - Attachment A

EXHIBIT A - ATTACHMENT A - SNOW REMOVAL LOCATIONS				
Agency	Facility	Address	Snow Depth	Special Instructions
General Services	Combined Communications Center/Gang Unit	950 Josephine Street	Required to respond if 1" or more of snow accumulates, but may be called in before 1" accumulates.	
General Services	Police District 3	1625 S. University Boulevard	Required to respond if 1" or more of snow accumulates, but may be called in before 1" accumulates.	Priority 1
General Services	Police District 4	2100 S. Clay Street	Required to respond if 1" or more of snow accumulates, but may be called in before 1" accumulates.	Priority 1
General Services	Police District 6	1566 Washington Street	Required to respond if 1" or more of snow accumulates, but may be called in before 1" accumulates.	Priority 1
General Services	Westwood Child Care Center	980 S. Lowell Boulevard	Required to respond if 1" or more of snow accumulates, but may be called in before 1" accumulates.	Early Start, Priority 1.
General Services	Westwood Community Center	1000 S. Lowell Boulevard	Required to respond if 1" or more of snow accumulates, but may be called in before 1" accumulates.	Early Start, Priority 1.
General Services	Youth Empowerment Center	1240 W. Bayaud Avenue	Required to respond if 1" or more of snow accumulates, but may be called in before 1" accumulates.	Parking lot and sidewalks.
General Services	Denver Municipal Animal Shelter	1241 W. Bayaud Avenue	Required to respond if 1" or more of snow accumulates, but may be called in before 1" accumulates.	Early Start, Priority 1. After hours, use call button on gates for access; includes sidewalks and outdoor kennel areas and other outdoor spaces.
The City reserves the right to add or remove service locations				

Exhibit B

			CTM		
	Wage Category		Hourly Labor Mark Up (Above Prevailing Wage Rate) - Year 1	Hourly Labor Mark Up (Above Prevailing Wage Rate) - Year 2	Hourly Labor Mark Up (Above Prevailing Wage Rate) - Year 3
1	Snow Removal - 4 Wheel Drive Truck Plow W/ Snow Wings (Highway PW Rate: Pickup and Pilot Car)		\$ 102.42	\$ 102.42	\$ 112.42
2	Snow Removal - Dump Truck with Plow/Sander (Highway PW Rate: Truck Driver-Dump Truck)		\$ 125.92	\$ 125.92	\$ 135.92
3	Snow Removal - Sanding w/ vehicle (Highway PW Rate: Pickup and Pilot Car OR Truck Driver-Dump Truck)		\$ 150.92	\$ 150.92	\$ 160.92
4	Snow Removal - All Terrain vehicle w/ Plow (Highway PW Rate: Power Equipment Operator - Group 1)		\$ 116.43	\$ 116.43	\$ 126.43
5	Snow Removal - Snow Blower / Hand Shoveling (Highway PW Rate: Common Laborer)		\$ 42.93	\$ 42.93	\$ 48.93
6	Snow Removal - Application of Chemical Ice Melt (walkways) (Highway PW Rate: Common Laborer)		\$ 42.93	\$ 42.93	\$ 48.93
7	Snow Removal - Skid Loader (for off- site removal of snow) (Highway PW Rate: Bobcat/Skid Loader)		\$ 126.91	\$ 126.91	\$ 136.91
8	Snow Removal - Large Loader and Dump Trucks (for off-site removal of snow) (Highway PW Rate: Loader, up to 6 cu. yds)		\$ 424.60	\$ 424.60	\$ 449.60
Total			\$ 1133.06	\$ 1133.06	\$ 1220.06
MATERIALS					
	Material Type	% Markup Over Cost			
1	Ice Melt/Slicer	%			
2	Sand or Sand/Salt	%			

EXHIBIT C

GENERAL SERVICES ON-CALL CONTRACT WORK ORDER FORM



**CONTRACTS
OFFICE**
DENVER GENERAL SERVICES

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

Work Order Title & Description:

Contractor Name:

Agency Requester:

Contract No.:

Agency:

Workday Contract No.:

Requester Phone # and Email:

Fund/Cost Center/Spend Category/PRJ/Program:

Send Invoices To (email):

Emergency Auth. Code:
*As applicable

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

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

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

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

Work Order Completion Date*:

*Form will not be accepted without a completion date.

Liquidated Damage:

Accepted for Contractor By:

Contractor Email:

Contractor Signature:

Title:

Date:

USING AGENCY

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

By Using Agency – Administrative or Budget Office

Date

APPROVALS

Approved by Requestor,

Date

Approved by Division Director

Date

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

EXHIBIT D

GENERAL SERVICES ON-CALL CONTRACT WORK ORDER CHANGE FORM



**CONTRACTS
OFFICE**
DENVER GENERAL SERVICES

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

Work Order Title:

Contractor Name:

On-Call Contract No.:

Supplier ID No.:

Workday PO No.:

Agency:

Agency Requestor:

Fund/Cost Center/Spend Category:

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

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

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

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

Work Order Revised Completion Date:

Accepted for Contractor By:

Contractor Signature:

Title:

Date:

WORKDAY PO NO.:

Original Work Order Amount: \$

Original Work Order Duration:

Original Work Order Completion Date:

This Work Order Change (+/-):

New Work Order Total:

Adjust the Work Order Completion Date by: _____ calendar days

New Work Order Completion Date:

CHANGE REQUEST SUMMARY

USING AGENCY

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

By Using Agency – Administrative or Budget Office

Date

APPROVALS

Approved by Requestor,

Date

Approved by Division Director

Date

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/11/2025

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 CRS Insurance Brokerage 9780 S Meridian Blvd Suite 400 Englewood CO 80112	CONTACT NAME: Scott Anderson CIC PHONE (A/C, No, Ext): 303-996-7833 E-MAIL ADDRESS: sanderson@crsdenver.com FAX (A/C, No): 303-757-7719														
INSURED CTM, Inc. DBA Colorado Total Maintenance P.O. Box 118 Englewood CO 80151	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Pinnacol Assurance</td> <td>41190</td> </tr> <tr> <td>INSURER B : Travelers Prop Casualty of AM</td> <td>25674</td> </tr> <tr> <td>INSURER C : Selective Ins. Co. of America</td> <td>12572</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Pinnacol Assurance	41190	INSURER B : Travelers Prop Casualty of AM	25674	INSURER C : Selective Ins. Co. of America	12572	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 1448358840**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
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:	Y	Y	S 2505854	5/1/2025	5/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	S 2505854	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0	Y	Y	S 2505854	5/1/2025	5/1/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	4010532	5/1/2025	5/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Inland Marine Installation Floater			6608F331689	5/1/2025	5/1/2026	Rented/Leased Equip Any Location 100,000 1,000,000

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

RE: Project: IFB 1003A - Citywide Snow Removal Services

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured as respects the Commercial General Liability and Business Auto.

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver
 Department of General Services
 201 W. Colfax Avenue, Dept. 1110
 Denver CO 80202

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

AUTHORIZED REPRESENTATIVE

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TIMOTHY M. O'BRIEN, CPA
AUDITOR

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

City and County of Denver

2025 Highway General Wage Decision

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: January 2, 2025
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, Friday, January 10, 2025, and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** (does not include residential construction consisting of single-family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO 20250009

Superseded General Decision No. CO 20230009

Modification No. 0

Publication Date: 01/2/2025

(7 pages)

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

Attachments as listed above.

In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under \$18.81 to comply with the city's minimum wage. Contractors will also have to comply with the established Minimum Wage of \$18.81 for all apprentice classifications as base rate. Fringes will be added into the base rate amount.

General Decision Number: CO20250009 01/02/2025

Superseded General Decision Number: CO20240009

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

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

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- The contractor must pay all covered workers at least \$18.81 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on or between January 1, 2015, and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least \$18.81 per hour (or the applicable wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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

Modification number	Publication date
0	01/03/2025

CARP9901-008 05/01/2024	RATES	FRINGES
CARPENTER (Form Work Only)	\$33.11	\$12.17

ELEC0068-016 03/01/2011

	RATES	FRINGES
TRAFFIC SIGNAL INTALLATION		
Zone 1	\$26.42	4.75%+8.68
Zone 2	\$29.42	4.75%+8.68

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:

- Colorado Springs - Nevada & Bijou
- Denver - Ellsworth Avenue & Broadway
- Ft. Collins - Prospect & College
- Grand Junction - 12th & North Avenue
- Pueblo - I-25 & Highway 50

All work outside of these areas shall be paid Zone 2 rates.

ENGI0009-008 05/01/2024	RATES	FRINGES
POWER EQUIPMENT OPERATOR		
(3)-HYDRAULIC BACKHOE (Wheel Mounted, under 3/4 Yds), Hydraulic Backhoe (Backhoe/Loader Combination), Drill Rig Caisson (Smaller than Watson 2500 and Similar), Loader (Up to and including 6 Cu. Yd.)	\$35.03	\$15.20
(3)-LOADER (Under 6 Cu. Yd.) Denver County	\$35.03	\$15.20
(3)-MOTOR GRADER (Blade-Rough) Douglas County	\$33.19	\$15.20
(4)-CRANE (50 Tons And Under), SCRAPER (Single Bowl, Under 40 Cu. Yd)	\$35.78	\$15.20
(4)-LOADER (Over 6 Cu. Yd) Denver County	\$35.20	\$15.20
(5)-DRILL RIG CAISSON (Watson 2500 Similar Or Larger), CRANE (51-90 Tons), SCRAPER (40 Cu. Yd and Over)	\$35.41	\$15.20
(5)-MOTOR GRADER (Blade-Finish) Douglas County	\$35.58	\$15.20
(6)-CRANE (91-140 Tons)	\$35.28	\$15.20

SUCO2011-004 09/15/2011	RATES	FRINGES
CARPENTER (excludes form work)	\$19.27	\$5.08

CEMENT MASON/CONCRETE FINISHER	RATES	FRINGES
DENVER COUNTY	\$20.18	\$5.75
DOUGLAS COUNTY	\$18.75	\$3.00

ELECTRICIAN	RATES	FRINGES
(Excludes Traffic Signal Installation)	\$35.13	\$6.83
FENCE ERECTOR	RATES	FRINGES
(Excludes Link/cyclone Fence Erection)	\$18.94	\$3.20
GUARDRAIL INSTALLER	RATES	FRINGES
GUARDRAIL INSTALLER	\$18.81	\$3.20
HIGHWAY/PARKING LOT STRIPING	RATES	FRINGES
Painter Denver	\$18.81	\$3.21
Painter Douglas	\$13.89	\$3.21
IRONWORKER, REINFORCING	RATES	FRINGES
(Excludes Guardrail Installation)	\$55.25	\$3.65
IRONWORKER, STRUCTURAL/ORNAMENTAL	RATES	FRINGES
(Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation)	\$37.23	\$12.79
LABORER	RATES	FRINGES
ASPHALT RAKER	\$18.81	\$4.25
ASPHALT SHOVELER	\$21.21	\$4.25
ASPHALT SPREADER	\$19.10	\$4.65
COMMON OR GENERAL (Denver County)	\$19.30	\$6.77
COMMON OR GENERAL (Douglas County)	\$16.29	\$4.25
CONCRETE SAW (Handheld)	\$18.81	\$6.14
LANDSCAPE AND IRRIGATION	\$18.81	\$3.16
MASON TENDER – CEMENT/CONCRETE (Denver County)	\$18.81	\$4.04
MASON TENDER – CEMENT/CONCRETE (Douglas County)	\$16.29	\$4.25
PIPELAYER (Denver County)	\$18.81	\$2.41
PIPELAYER (Douglas County)	\$16.30	\$2.18
TRAFFIC CONTROL (Flagger)	\$18.81	\$3.05
TRAFFIC CONTROL (Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags) (Excludes Flaggers)	\$21.69	\$3.22
PAINTER	RATES	FRINGES
(Spray Only)	\$18.81	\$2.87

POWER EQUIPMENT OPERATOR	RATES	FRINGES
ASPHALT LAYDOWN (Denver County)	\$22.67	\$8.72
ASPHALT LAYDOWN (Douglas County)	\$23.67	\$8.47
ASPHALT PAVER (Denver County)	\$24.97	\$6.13
ASPHALT PAVER (Douglas County)	\$25.44	\$3.50
ASPHALT ROLLER (Denver County)	\$23.13	\$7.55
ASPHALT ROLLER (Douglas County)	\$23.63	\$6.43
ASPHALT SPREADER	\$22.67	\$8.72
BACKHOE/TRACKHOE (Douglas County)	\$23.82	\$6.00
BOBCAT/SKID LOADER	\$18.81**	\$4.28
BOOM	\$22.67	\$8.72
BROOM/SWEEPER (Denver County)	\$22.47	\$8.72
BROOM/SWEEPER (Douglas County)	\$22.96	\$8.22
BULLDOZER	\$26.90	\$5.59
CONCRETE PUMP	\$21.60	\$5.21
Drill (Denver County)	\$20.48	\$4.71
Drill (Douglas County)	\$20.71	\$2.66
FORKLIFT	\$18.81**	\$4.68
GRADER/BLADE (Denver County)	\$22.67	\$8.72
GUARDRAIL/POST DRIVER	\$18.81**	\$4.41
LOADER (Front End) (Douglas County)	\$21.67	\$8.22
MECHANIC (Denver County)	\$22.89	\$8.72
MECHANIC (Douglas County)	\$23.88	\$8.22
OILER (Denver County)	\$23.73	\$8.41
OILER (Douglas County)	\$24.90	\$7.67
ROLLER/COMPACTOR (Dirt and Grade Compaction) (Denver County)	\$20.30	\$5.51
ROLLER/COMPACTOR (Dirt and Grade Compaction) (Douglas County)	\$22.78	\$4.86
ROTOMILL	\$18.81**	\$4.41
SCREED (Denver County)	\$22.67	\$8.38
SCREED (Douglas County)	\$29.99	\$1.40
TRACTOR	\$18.81	\$2.95

TRAFFIC SIGNALIZATION	RATES	FRINGES
GROUNDSMAN (Denver County)	\$18.81	\$3.41
GRONDSMAN (Douglas County)	\$18.67	\$7.17

TRUCK DRIVER	RATES	FRINGES
DISTRIBUTOR (Denver County)	\$19.12	\$5.82
DISTRIBUTOR (Douglas County)	\$16.98**	\$5.27
DUMP TRUCK (Denver County)	\$18.81	\$5.27
DUMP TRUCK (Douglas County)	\$16.39	\$5.27
LOWBOY TRUCK	\$18.81	\$5.27
MECHANIC	\$26.48	\$3.50

MULTI-PURPSE SPECIALITY & HOISTING TRUCK (Denver County)	\$18.81	\$3.17
MUTLI-PURPOSE SPECIALITY & HOISTING TRUCK (Douglas County)	\$20.05	\$2.88
PICK UP AND PILOT CAR (Denver County)	\$18.81**	\$3.77
PICK UP AND PILOT CAR (Douglas County)	\$16.43**	\$3.68
SEMI/TRAILER TRUCK	\$18.91	\$4.13
TRUCK MOUNTED ATTENUATOR	\$18.81	\$3.22
WATER TRUCK (Denver County)	\$26.27	\$5.27
WATER TRUCK (Douglas County)	\$19.46	\$2.58

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

Office of the Prevailing Wage Administrator for Supplemental Rates

Specific to Denver projects: Revision Date 01-06-2025

Classification		Base	Fringe
Guard Rail Installer		\$18.81	\$3.20
Highway Parking Lot Striping: Painter		\$18.81	\$3.21
Laborer	Removal of Asbestos	\$21.03	\$8.55
Laborer (Landscape & Irrigation)		\$18.81	\$3.16
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Pipefitter		\$30.45	\$12.85
Plumber		\$30.19	\$13.55
Power Equipment Operator (Tunnels Above and Below Ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Truck Driver	Group 1	\$18.81	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31
Truck Driver: Truck Mounted Attenuator		\$18.81	\$3.22

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