

FIFTH AMENDATORY AGREEMENT

This **FIFTH AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **ROTH PROPERTY MAINTENANCE LLC**, a Colorado limited liability company, doing business at 1190 S. Cherokee St., Unit 1, Denver, Colorado 80223 (the “Sub-Awardee”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated June 9, 2020, an Amendatory Agreement dated September 16, 2020, a Second Amendatory Agreement dated October 5, 2020, a Third Amendatory Agreement dated December 15, 2020 and a Fourth Amendatory Agreement dated April 23, 2021, (collectively, the “Agreement”) to provide the products and/or services required by the Agreement.

B. The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, amend paragraph 19-No Employment of Illegal Aliens, amend paragraph 22-No Discrimination in Employment, and amend the scope of work.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 3 of the Agreement entitled “**TERM**” is hereby deleted in its entirety and replaced with:

“**3. TERM:** The Agreement will commence on **June 15, 2020** and will expire on **June 30, 2022** (the “Term”). Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.”

2. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT**” Sub-paragraph (d)(1) entitled “**Maximum Contract Amount**” is hereby deleted in its entirety and replaced with:

“**d. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **SIX HUNDRED FIFTY-ONE THOUSAND**

FIFTY-FIVE DOLLARS AND NO CENTS (\$651,055.00) (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A-5**. Any services performed beyond those in **Exhibit A-5** are performed at Contractor’s risk and without authorization under the Agreement.”

3. Section 19 of the Agreement entitled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**” is hereby deleted in its entirety and replaced with:

“19. NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

b. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within

three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

c. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.”

4. Section 22 of the Agreement entitled “**NO DISCRIMINATION IN EMPLOYMENT**” is hereby deleted in its entirety and replaced with:

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

5. **Attachment A and Exhibits A-1, A-2, A-3, A-4** are hereby deleted in their entirety and replaced with **Exhibit A-5 Scope of Work and Sanitization Standards**, attached and incorporated by reference herein. All references in the original Agreement to **Attachment A and Exhibits A, A-1, A-2, A-3, A-4** are changed to **Exhibit A-5**. **Exhibit B** is hereby deleted in its entirety and replaced with **Exhibit B-1 Schedule of Billing Rates**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibits B** are changed to **Exhibit B-1**.

6. As herein amended, the Agreement is affirmed and ratified in each and every particular.

7. This Fifth Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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Contract Control Number: HOST 202161551-05, GENRL 202054852-05
Contractor Name: ROTH PROPERTY MAINTENANCE LLC

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:

HOST 202161551-05, GENRL 202054852-05
ROTH PROPERTY MAINTENANCE LLC

By:  _____
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Name: Travis Roth
(please print)

Title: Director of Finance
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A-5

Scope of Work

The Contractor shall conduct the Work under the general direction of and in coordination with the Executive Director of General Services or another designated representative (the "Director").

Contractor shall provide housekeeping services & CDC level cleaning throughout the City and County of Denver (the "City"). Initial assignment will be at the Aloft Hotel.

Contractor shall provide housekeeping services to meet the CDC and DDPHE guidelines for hotel cleaning as outlined on the CDC website <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html> and in Attachment A.

- For the Aloft Hotel, Contractor shall provide two (2) on-site staff to perform housekeeping to 140 rooms, twice monthly and any negative COVID-19 room turns.
- If a guest must check out due to a positive COVID-19 test, an additional team shall be deployed to clean the room.
- Housekeeping/non-positive and regular use unit turns will include vacuuming, cleaning, and disinfecting all the hard surfaces, laundry service, disinfecting and cleaning the bathroom including shower, bathtub, toilet, sink, countertop, and floor.
- Per the CDC guidelines at <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html> as published at the time of scope authoring, "Soft and porous materials, like carpet, are generally not as easy to disinfect as hard and nonporous surfaces" and "If more than 7 days since the person who is sick visited or used the facility, additional cleaning and disinfection is not necessary." Therefore, reasonable efforts per CDC guidelines will be made to apply disinfectant on soft surfaces, and to coordinate with the Hotel staff using the site's laundry facilities the laundering of items that can be laundered such as mattress covers. It remains best practice to allow the hotel room to sit for 7 days unoccupied after a positive case for the soft surfaces to naturally disinfect in addition to any efforts made by cleaning to speed up the process.
- Removal of all biohazard waste during regular cleaning hours and responding to afterhours cleanup within 8 hours.
- Positive unit turns will be completed within 24-48 hours of notification of vacancy, after the room has had the windows open for at least 24 hours. This service will be performed by additional staff and not the regular on-site staff.

- For the West Stability Center (Rodeway Inn), Contractor shall provide up to three (3) regular Full Time Equivalent staff on-site staff, Monday through Friday, thru **January 31, 2022**, to turn each room roughly every 5 days including linens, towels and a general clean of the room including vacuuming, dusting, and disinfecting/clean the bathroom. Provide a detail room clean between each resident move-in. provide laundry service using onsite machines. Provide general cleaning to common areas. Respond to emergency and special request cleans during cleaning hours, after hours and weekend biohazard and other requests not included in the 3 RFTE assignment.

Contractor shall provide all Personal Protective Equipment (PPE) to Contractor's staff which includes gloves, masks, and eye protection.

Aloft closing cleaning, decontamination, and sanitization:

- 2 to 3 hours of cleaning per Hotel Room per guidelines above and below
- Not to exceed 3 hours of cleaning in any room on a given day
- Hourly Rate \$36.49 per hour

BUDGET:

	Hourly Rate	Hours Needed Per Room	Number of Rooms	Total
Aloft Closing	\$36.49	3	140	\$15,326.00
West Stability Center (contract end date 1/31/2022) and Aloft cleaning (Exhibit C, contract end date 6/30/2022)				\$165,729.00
Total Amount				\$181,055.00

SANITIZATION AND DECONTAMINATION STANDARDS – ALOFT Closing

CLEANING/DISINFECTION PROTOCOL

- The Cleaning and Disinfectant Techs (CDTs) will enter the building by spraying the external doors, entering the foyer or entrance cleaning the doors, door handles and push-bars behind them. Remember work in teams. Turn around and make sure to clean/disinfect any high-touch surfaces that were missed. All surfaces are to be cleaned a minimum of two times.
- Moving through the facility the team member with the low-pressure sprayer will treat all entry ways, floors, building core areas, high traffic areas, common areas, bathrooms, elevators, stairwells, and trash receptacles and all other places deemed necessary. Another team member with a small spray bottle and microfiber cloth will assist the sprayer.
- The CDTs will wipe down the all high-touch surfaces that cannot be sprayed. Again, all surfaces are to be cleaned at least two times. Electronics, keyboards, call buttons, glass surfaces, inanimate objects and all other items deemed necessary to be cleaned will be wiped with a moist microfiber cloth. **DO NOT TOUCH, SPRAY OR MOVE PERSONAL ITEMS SUCH AS PHOTOGRAPHS, DRAWINGS AND COFFEE CUPS.**
- Wet waste-stream trash, such as in bathrooms, lounges, break areas and cafeterias, will be sprayed and collected after the building cleaning/disinfection treatment process is completed. This trash will be collected at the end of the day for multiple day projects.
- The CDTs will start at the main entrance and parking garages, if any, and migrate from the building entrance to the affected workspace or area.
- The CDTs will collect all treated trash and place into large trash bags. Remove the closed trash bags and remove from the building.
- Once facility has been completely treated per plan, and all areas have been logged as treated, the CDT will exit the building and enter the decontamination area.
- IF the building treatment takes longer than two hours, the team will exit the building for the scheduled breaks. They will exit the facility near the support station, go through decontamination process before sitting for break or removing PPE. Each team member will need to stand in the decontamination pool and be lightly sprayed with disinfectant. The team member must remain in full PPE for 10 minutes after being sprayed.

EXHIBIT B-1

Schedule of Billing Rates for continued cleaning of Aloft and West Stability Center (Rodeway)

Contractor: Roth Property Maintenance, LLC

The contractor may copy this page or modify it to conform to the services being offered.

CLASSIFICATION

ALL INCLUSIVE BILLING RATE PER HOUR*

Activated Respite Rooms/Biohazard \$39/hr

Rate is for any work done at the facility that houses known cases of COVID, including common areas, or when biohazard cleanup is specifically required including blood, vomit, urine, feces, or other bodily fluids. This is due to the increased costs associated with high risk work environments.

Protective Action Rooms \$36.49/hr

Regular Use Rooms/Common Areas \$36.49/hr

Vehicles \$36.49/hr

Other \$40/hr – carpet cleaning using truck mounted carpet cleaning equipment

Notes:

- 1) Hourly rates assume a minimum 4-hour shift unless pre-arranged and agreed to in advance. To avoid the possibility of people working in Active Respite rooms transporting the virus to protective action rooms, we recommend an 8 hour shift for the Active Respite sites, so the employee will be dedicated to the site and any exposure they face will not be transported to other sites mid-shift.
- 2) All provisions of “Custodian” prevailing wage apply to hours worked in a day. RPM will work with the City to build schedules that do not promote OT, however if mutually agreed that OT is needed to meet peak demand, OT will be billed at 1.2X the normal hourly rate and paid at 1.5X to the employee. (A discount in overhead is applied to OT).

- 3) Per prevailing wage for Custodians, parking must be provided. Parking expenses are excluded, currently meters are free, and many facilities have free onsite parking. We cannot predict actual parking expenses without a site listing; therefore, we will coordinate with the City any parking expenses and agree to a rate for passthrough with 0% markup.
- 4) Price includes pump up sprayer and disinfectant cleaning chemicals, plus all other cleaning tools such as vacuums, mops, brushes, sponges, rags, etc to meet the scope. We have on order electrostatic sprayers, and if those arrive in time those will be used too.
- 5) Laundry expenses (soaps, chemicals, transport bags, bins, etc) excluded.

*All Inclusive Billing Rate per Hour is the rate in which the Contractor bills the City for services and includes the Contractor's overhead, profit, taxes, cleaning product and equipment.

Materials Markup Rate 4%

**Materials markup shall be a fixed percentage over materials cost. Materials markup is limited to the cost of personal protective equipment.

RPM defines PPE as masks, gowns, gloves, face shields, safety goggles, or other items worn by employees.

If the proposer can provide off-site laundry service, please propose hourly cost, location of off-site facility, and the maximum amount of laundry that can be processed.

RPM does not have offsite laundry