

**SCHEDULED AND ON CALL  
MAINTENANCE AND REPAIR CONTRACT**

**THIS ON CALL MAINTENANCE AND REPAIR CONTRACT** (“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 mailing address is PO Box 118, Englewood, Colorado 80151 (the “Contractor”).

**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 landscaping and 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”). Contractor shall perform 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 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 or other designated representative (the "Director") and the Department employee(s) assigned to manage the Work Project (the "Department") and make every reasonable effort to fully coordinate the Work Project with any City agency or any person or firm under contract with the City doing work which affects the Contractor's Work Project. The Contractor agrees to allow the City to review any of the procedures used by it in doing the Work under this Agreement and to make available for inspection all notes and other documents used in performing the Work.

**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 Contractor's Work. The Contractor agrees to allow the City to review any of the procedures used by it in doing the Work under this Contract 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, the contractor that is the most cost effective, best suited, and/or most readily able to perform a specific Work Project.

**E. Work Order:** As the Department determines the need and availability of funding for each Work 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 Work Project, and the timeframes within the Work Project is to be performed, with a projected amount to be paid to the Contractor (the "Work Project Amount") based on the Work items described in the Scope of Work in **Exhibit A. Exhibit B** attached to this Agreement 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 to this Agreement 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 Work Project Amount, all of which must be in accordance with the terms and conditions of this Agreement, and respond back in writing to the Department as to the Contractor's ability to initiate and complete the Work Project in the timeframes specified in the Work Order. The Contractor assumes all responsibility and risks, including any additional work or additional costs, for failure to confirm the completeness and accuracy of the Work Order and the Work Project Amount, 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 Work 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 Work 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 Work 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 Work Project Amount are deemed acceptable by the Director and incorporated into the Work Order and until funding adequate to cover the entire Work Project Amount is available.

F. **Work Order Change:** If, after execution of a Work Order and commencement on the Work Project, additions, deletions or modifications to the Work described in the Work Order, along with any associated changes in the Work Project Amount, are required by the Department or are requested by the Contractor and approved in advance by the Department, a Work Order Change, in substantially the form as set forth in **Exhibit D** attached to this Agreement 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 Work 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 Work Project Amount are deemed acceptable by the Director and incorporated into the Work Order Change and until funding adequate to cover the entire Work 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 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 Work 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 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:** Work sites and nearby locations shall be kept clean and neat. Equipment, vehicles, and materials no longer needed at the site shall be promptly removed from the site, and any such items lawfully stored for use on the site shall be so placed and secured as to protect the public health and safety. All scraps, debris, trash, excess soil, and other waste materials shall be regularly removed and properly disposed of. Disposal in solid waste containers provided by the City is prohibited unless written authorization is obtained.

**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 may, at the Director's discretion, undertake such repair or replacement and deduct the cost of the same from amounts payable to the Contractor under this 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 ("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. Contractor shall work to reduce landfill waste by recycling and/or salvaging recyclable materials. Where applicable, vendor shall procure and install fixtures and equipment that reduce energy use.

**3. TERM.** The term of this Contract will commence upon the “Effective Date” of this Contract is January 1, 2021 and will continue until through September 30, 2023 (the “Term”). This term may be extended, at the sole option of the City, for an additional two (2) year renewal term, upon written amendment to this Agreement prior to expiration of the then current term. In no event, however, shall the Contractor’s performance under this Agreement, including the possible extension, exceed a five (5) year period. In addition, nothing contained herein shall obligate the City to extend the Agreement 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 **THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,500,000)**, 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.

Contract pricing is firm and fixed for the calendar year 2021. Annually, the contractor shall submit, if necessary, a price increase by April 15, to take effect the following calendar year beginning January 1. The annual and subsequent years increase shall be based upon the most recent local CPI index as evidenced by the United States Department of Labor, Bureau of Labor Statistics (BLS) Consumer Price Index (CPI) Denver-Aurora-Lakewood, CO (Index Series Id: CUURS480BSA0), or its' successor using a base period of July 1, 2020 through and including March 31, 2021. Contractors notice of price increase shall be received by the City on or before each April 15 and should show the price increase by property location and/or hourly rate change per the exhibits of the contract. New pricing will be in effect for the following January-December term of services. March 1, 2021 is the first year the Contractor can request an increase which will go into effect on January 1, 2022.

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 13 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 Contractor beyond that specifically described or allowed under this Contract or without a fully and properly executed amendment to this Contract is performed at 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 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. 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 the Agreement 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:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided CTM Inc.

pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. 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 contain a valid provision or endorsement requiring notification to the City in the event any of the above-described policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

**B. Proof of Insurance:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit F**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

**C. Additional Insureds:** For Commercial General Liability, Auto Liability Professional Liability, and Excess Liability/Umbrella (if required) Contractor and subcontractor's

insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

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

**E. Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

**F. Workers' Compensation/Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

**G. Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate

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

**I. Additional Provisions:**

- (i) For Commercial General Liability, the policy must provide the following:
  - (a) That this Agreement is an Insured Contract under the policy;
  - (b) Defense costs are outside the limits of liability;



- (c) A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and
- (i) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (ii) For claims-made coverage:
  - (a) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.
  - (b) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**9. DEFENSE AND INDEMNIFICATION.**

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

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

**C.** Contractor shall defend any and all Claims which may be brought or threatened against City and shall pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or

seeking to enforce this indemnity obligation. Such payments on behalf of City will be in addition to any other legal remedies available to City and will not be the City's exclusive remedy.

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

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

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

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

**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 Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards

issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor. to make disclosures in violation of state or federal privacy laws. 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, or subcontract performance obligations, under this Agreement without obtaining the Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

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

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

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

provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

**19. CONFLICT OF INTEREST.**

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

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

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

By Contractor to: Executive Director of General Services  
201 West Colfax Avenue, Dept. 1101  
Denver, Colorado 80202

And by the City to: CTM Inc.  
PO Box 118  
Englewood, Colorado 80151

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 Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C.

§ 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

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

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

**B.** Date bid or proposal issuance was advertised June 3, 2020.

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

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

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

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

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

27. **NO EMPLOYMENT OF ILLEGAL ALIENS 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 an illegal alien who will perform work under this Agreement.

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

C. The Contractor also agrees and represents that:

1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

2) It shall 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 an illegal alien to perform work under the Agreement.

3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.

4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the 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 the Agreement knowingly employs or contracts with an illegal alien, 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 illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

6) It will comply with any 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.

D. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such 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 Contractor from submitting bids or proposals for future contracts with the City.

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

**29. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE.** This Contract consists of sections 1 through 35 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 Statement of Work and General Conditions
- Exhibit B Contractor’s Pricing Proposal
- Exhibit C Work Order Form
- Exhibit D Work Order Change Form
- Exhibit E Prevailing Wage Rate Schedules
- Exhibit F Insurance Certificate

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

**30. SURVIVAL OF CERTAIN PROVISIONS.** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor’s obligations to



provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

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

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

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

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

**37. Compliance with MWBE Requirements:**

This Agreement is subject to all applicable provisions of Article V, of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), referred to in this Agreement as the “Goods and Services Ordinance” any applicable Rules or Regulations and any additional requirements contain herein. Without limiting the general applicability of the foregoing, the Contractor acknowledges its continuing duty, pursuant to the Goods and Services Ordinance to maintain throughout the duration of this Agreement, and compliance with the MWBE commitment of **80%**, upon which the City approved the award of this Agreement to the Contractor. The Contractor further acknowledges that failure to maintain such participation commitments or otherwise comply with the requirements of the Goods and Services Ordinance, any corresponding Rules and Regulations, and any additional requirements contained herein, shall subject the Contractor to sanctions in accordance with Section 28-139 of the D.R.M.C. Nothing contained in this provision or in the Goods and Services Ordinance shall negate the City’s right to prior approval of subcontractors, or substitutes therefore, under this Agreement.

**ATTACHED EXHIBITS**

- Exhibit A Statement of Work and General Conditions
- Exhibit B Contractor’s Pricing Proposal
- Exhibit C Work Order Form
- Exhibit D Work Order Change Form
- Exhibit E Prevailing Wage Rate Schedules
- Exhibit F Insurance Certificate

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**Contract Control Number:** GENRL-202055965-00  
**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-202055965-00  
CTM INC

By:  \_\_\_\_\_  
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 – LANDSCAPE MAINTENANCE:

For a list of facilities, and the required services for Landscaping, refer to Attachment A.

All Landscaping services are to be performed on a regular basis as described in Attachment A, April 15th through October 15th (with the exception of some late season services) and are subject to the following.

#### **General:**

Any watering performed by the successful proposer shall be done according to current local restrictions and guidelines.

1. The Contractor's equipment shall be of such type as to accurately and effectively perform the task intended and to cause no hazards or dangers to the properties, tenants and pedestrians while doing so. The Contractor shall maintain equipment to minimize noise and noxious fumes beyond normal functioning levels as prescribed by the manufacturer.
2. The Contractor's trucks and trailers must be clearly marked with safety cones or other devices when parked to ensure the public is well aware of their presence during operations and grounds maintenance. Contractor personnel must always be aware of the safety of the public during operations and shall adhere to all federal, state and local safety laws. The Contractor shall assume all on-the-job responsibilities for the actions of their personnel and those employed by any sub-contractor. The Contractor shall ensure that caution be exercised to prevent injury to the public and damage to public or private property. The Contractor shall not hold the City responsible or make any claim for equipment damaged by rocks or other debris at the facility. The Contractor shall be responsible to ensure that the site is free from such debris prior to performing any work.
3. All materials used by the Contractor shall be of such type and quality as to accurately and effectively perform as intended.
4. All personnel employed by the Contractor to perform services under this Agreement shall be thoroughly trained in the techniques and methods of grounds maintenance prior to assignment to work under this Agreement. To ensure that Contractor personnel are easily identified while on the premises of any City facility, they shall always wear prominent identification as supplied by the Contractor.
5. The Contractor shall always provide qualified supervision to direct all Contractor personnel and maintenance operations. The Contractor shall always have a supervisor fluent in English on each site while work is being performed.

6. All work shall be accomplished by workers proficient and experienced in the trades required for each project. Work will be completed in an orderly and responsible manner in the shortest time possible in accordance with recognized standards.

7. The Contractor shall provide all maintenance services with the level of service in accordance with practices recommended by the manufacturer of each item of equipment as well as generally accepted industry practices, notwithstanding any failure by the City to include the type of service in the specifications.

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

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

10. The Contractor's supervisor shall provide a weekly report to the General Services' Operations Supervisor (GS Operations Supervisor) about each facility visit verifying the supervisor's presence and providing an update on the status of the grounds. The Contractor's supervisor shall also leave a work ticket with the GS Operations Supervisor on a weekly basis including information on tasks completed during each visit. These records will be kept on file by the Contractor for the duration of the Agreement.

11. In addition to the Scope of Work required to be performed at each facility complex, all plant material within all concrete security planters (barriers) located at various locations around the facilities shall be checked at least twice a month to ensure that a healthy condition of each plant is being maintained. If additional watering of any plant(s) within the concrete barriers is required, the Contractor shall bring this to the attention of the GS Operations Supervisor. Failure to do so may result in the Contractor being responsible for replacement of all plants.

12. The Contractor shall furnish within ten business (10) days from award of contract, a general outline of a working schedule for each location site.

13. The Contractor shall be responsible for labor and materials essential to provide the following:

- a) All Contractor personnel shall comply with the instructions pertaining to conduct and building regulations issued by the GS Operations Supervisor. Example: Work that is done in secure areas.

- b) All existing and new plant material shall be replaced at the Contractor's expense in the event the death of or damage to the plant was caused by negligence or a direct act by the Contractor.

14. The maintenance personnel for the Contractor shall limit their activities to maintenance tasks only and shall not perform any installation at any time. Installations will occur through a Work Order and a separately Purchase Order only.

15. The Contractor shall not perform work outside of the scope of this Agreement without the approval of the GS Operations Supervisor. Prior to any performance of work that is not outlined in the Agreement, the Contractor must prepare and submit to the GS Operations Supervisor a written proposal itemizing the cost of labor and materials associated with such work. Written approval must be given by the GS Operations Supervisor prior to commencement of such work.

**Pest Management for Outdoor Vegetation – Trees, Shrubs, Plantings, Turf:**

1. The Contractor shall be responsible for the detection, monitoring and controlling of all pests. The Contractor shall be aware of the potential pests and shall make regular (at least monthly) and thorough inspections of all outdoor vegetation including trees, shrubs, plantings and turf. The Contractor shall recommend treatment and submit a cost proposal to the GS Operations Supervisor. If the Contractor fails to identify a pest problem in a timely manner to prevent damage to the vegetation, the Contractor shall be responsible for the cost to repair or replace the damaged vegetation.

2. Application of pesticide shall not be done as calendar-scheduled or general cover sprays. Pesticides shall only be applied as approved by the GS Operations Supervisor when pests are detected through regular monthly inspections.

3. The Contractor shall apply pesticides on the site only at a time of day when human activity is at a minimum. Specified hours for treatment shall be limited to: 5:30 AM to 8:30 AM; 5:30 PM to 7:30 PM; weekends.

4. Use of all pesticides shall adhere to all federal, state and local laws including Department of Agriculture Regulations for Commercial Application of Pesticides and must comply with the City's list of prohibited products as well as provide the following:

- a) Proposed methods for control, including labels and five (5) copies of Material Safety Data Sheets (MSDS) for all pesticides to be used.
  
- b) It shall be the Contractor's responsibility to carry out work according to the approved use of pesticides for outdoor vegetation for each building site. The Contractor shall receive the concurrence of the GS Operations Supervisor prior to implementing any subsequent changes to the agreed upon method of applying pesticides, as well as additions or replacements to the pesticide list and to on-site service personnel.

**Turf Maintenance – Mowing and Trimming:**

1. The Contractor shall begin the first mowing after April 7, but prior to April 15. Grass shall be mowed on a weekly basis between April 15 and October 15, with the exception of those locations

that are mowed bi-weekly. Mowed height shall be no less than two and one-half (2-1/2) inches. No more than one-third (1/3) of the blade shall be removed during the mowing.

2. The Contractor shall ensure that the entire site is walked and freed of all trash before mowing begins. NO TRASH IS TO BE CUT AT ANY TIME.

3. The Contractor shall provide suitable mechanical equipment to perform final trimming around permanent objects such as trees, shrubs, posts, fences, car stops and curbs. The Contractor shall ensure that all turf areas are cut at the same height of two and one-half (2-1/2) inches. Trimming must be completed on the same day each time the Contractor cuts open space areas. Herbicides for trimming ARE NOT to be used without prior approval of the GS Operations Supervisor.

4. The Contractor shall edge all walkways and curbs once per month. A steel blade edger shall be used, and all walks and curbs shall be swept or blown after this operation. All concrete and asphalt walks and curbing, boundary to boundary, shall be done every second mowing to maintain a one half (1/2) inch margin from hard surface. All dirt and debris from edging operations shall be removed the same day. All sidewalks and curb seams will be kept free of weeds and grass.

5. The Contractor shall not be required to pick up or bag cut grass unless the frequency of mowing is not within standards and unsightly windrows of clippings results. In the event grass clippings are picked up or bagged, the clippings shall be removed from the site and transported to an appropriate recycling facility. In addition, subject to the prescribed mowing standards, the raking and bagging shall be a Contract requirement at no additional cost to the City. Mowing patterns shall be such that the clippings are evenly distributed. The Contractor shall not allow grass clippings to accumulate on hard surface areas, sidewalks or roadways. Mowing patterns shall be established and equipment operated so that the height of cut is uniform at two and one-half (2 1/2) inches and so that no scalping occurs. The Contractor shall ensure that trees, shrubs, and other plants are not "barked" by running into them with mowing equipment and that grass clippings are not to be blown into shrubs or flower beds. The Contractor shall be required to replace trees, shrubs and other plants that are severely damaged due to barking.

6. The Contractor shall ensure that mowers are kept sharp and free from leaking lubricants and fuel; and that fueling shall be conducted on pavement, not on turf.

7. The Contractor shall manage all growth along police facility lines to include at least a six (6) foot swath of clearing (low cut grass), wherever possible. Remove all trees or raise the canopy of trees that may provide access over a security fence. All trees and bushes should be trimmed away from lighting fixtures and mounted security cameras.

8. The Contractor shall also be responsible for mowing maintenance of all Stormwater Management Ponds (Dry ponds) located at various sites. The Contractor shall not cut any ponds where conditions are such that it creates rutting of the ground surface. This includes, but is not limited to, the following locations:



- Police District 1
- Police District 2
- Police District 3
- Police District 4
- Denver Animal Shelter
- East Side Human Services Building
- DPD Traffic Operations

9. The Contractor shall also maintain all areas near the natural tree line to prevent overgrowth over onto the lawn and parking lot/sidewalk areas.

10. All facility courtyards shall be maintained at the same level of service (mowing, trimming, edging, weeding, pruning, etc.)

**Landscape Maintenance – Mulch and Weed Control:**

1. All beds and tree rings (including raised beds and contained planters) shall be mulched with dark, double-shredded hardwood bark mulch at a depth of two (2) inches in early spring, no later than April 30 or the last snow fall. The Contractor shall remove any mulch existing from previous years that is in excess of two (2) inches deep before new mulch is applied. The mulch must be kept at least two (2) inches away from the base of tree trunks and at least two (2) inches from the crown of all shrubs. All planting beds are to be edged to a depth to provide a clear separation of turf and mulch. Tree rings are to be established and maintained at a minimum diameter of four (4) feet. Tree rings are to be edged when contacting hard surfaces (sidewalks, curbs, gutters or roadways). All beds are to be edged prior to mulching.

2. The Contractor shall keep all beds, tree rings, and planting areas weed-free at all times. The Contractor shall control weeds by hand at least monthly. If the Contractor wants to use a pre-emergent herbicide, a written request must be provided to the GS Operations Supervisor. Post-emergent, nonselective contact herbicides SHALL NOT be used unless the Contractor submits a written request to the GS Operations Supervisor outlining special circumstances that warrant their use. The Contractor is barred from using these post-emergent, non-selective contact herbicides unless approved in writing by the GS Operations Supervisor. This includes, but is not limited to the use on paved surfaces, sidewalks, etc.

3. The vendor will have twenty-four (24) hours from the time of notification to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due the vendor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement.

## **Clean-Up:**

1. The Contractor shall ensure that all of the grounds, including planting areas, plant materials, lawns and paved areas are kept clean. This includes wooded and natural areas and dry and wet ponds where trash is visible.
2. The Contractor shall remove and dispose of any and all trash, including but not limited to cigarette butts, sticks, natural debris (soil, sand, rocks and gravel, withered flower buds, seed pods, leaves, etc.) from all landscaped areas, including all raised planters, turf and groundcover beds, and paved areas during every visit. Vegetation debris shall be collected separately and transported to an appropriate recycling facility.
3. In autumn, the Contractor shall rake and remove leaves by December 31. Leaf removal shall include removal of leaves from all turf areas, including street, parking lots and parking lot curb areas. The Contractor shall remove all leaf and vegetative debris from City sites and properly transport to an appropriate recycling facility.
4. The Contractor is required to remove all leaves from all lawns and bed areas each visit prior to mowing. This include leaves and branches that drop throughout the year. All vegetative debris will be collected separately and transported to an appropriate recycling facility.

## **LANDSCAPING – SERVICE DEFINITIONS:**

### Weekly/Monthly Services

1. Mow, Trim and Blow: Includes weekly Blue Grass mowing, weekly string trimming (i.e. sidewalks, edging landscape beds), and blow off walks and drive lanes
2. Edging: Stick edge sidewalks once a month
3. Weed Beds: Hand pull weeds
4. Trash removal weekly
5. Irrigation Inspection: Irrigation check – run zone by zone, adjust clock. NOTE: this does NOT include repairs. Any repairs necessary must be reported to the FMD CM
6. Buffalo Grass Maintenance – Mow and Trim: Mow Buffalo Grass 1 – 2 times per month
7. Perimeter Mow – Perimeter is generally defined as the right of way or perimeter of the grass, between the sidewalks and curbing.

### Spring/Fall Operations

1. Spring Cleanup: Blowout landscape beds and turf to remove debris
2. Edging
3. Tree Wrap Removal: Remove tree wrap material from selected trees
4. Spring Aeration: Pulling plugs from grass
5. Spring Power Rake
6. Buffalo Grass –broadleaf spray weeds: Spray selective herbicide for weed control.
7. Ornamental Grass Cleanup: Prune back in early spring
8. Irrigation Start-Up: Start, pressurize and check system

9. Fall Aeration: Pulling plugs from grass
10. Fall Power Rake
11. Fall Cleanup: Leaf cleanup and prep for winter
12. Irrigation Blowout

#### Native Mowing

1. Native mow, trim, cleanup: Native mowing (use string trimmer in tight areas), and clean area

#### Tree and Shrub Care

1. Spring Shrub Pruning: spring pruning of shrubs to promote growth and healthy stubs
2. Summer Shrub Pruning: summer pruning of shrubs to promote growth and healthy stubs
3. Tree Ring Establishment and Maintenance: Remove weeds, grasses, etc. from interior of rings; continue to keep interior free of grasses and weeds.
4. Safety Tree Pruning: prune broken or low hanging limbs up to 7 – 8'

#### Chemical Application

1. Pre-Emergent Treatment Turf & Selective Spray
2. Pre-Emergent Treatment Shrub beds
3. Turf Fertilization
4. Turf Fertilization with Weed Control
5. Fertilization Shrub Beds
6. Roundup Work – Beds and Hardscapes
7. Weed Control in Turf
8. Broadleaf Spray Weeds
9. Natural Herbicide Spray Work: Beds & Hardscapes

#### Winter Services

1. Winter Structural Shrub Pruning: Perform any necessary shaping to shrubs and trees
2. Winter Detail: Trash and Debris pickup
3. Tree Wrap: Wrap young trees to protect from freezing and winter sun-scalding

## **SCOPE OF WORK – SNOW REMOVAL:**

For a complete list of snow removal locations, refer to Attachment B.

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 after business hours (M-F, 7:00 AM to 5:00 PM), best efforts will be made to remove snow prior to the office opening for the next business day. 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 snowfall greater than 2" 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 plowed may include all parking and sidewalk areas. Contractor is required to respond if two inches (2") or more of snow accumulates but may be called in before two inches (2") accumulates. 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 General Services Facilities Management Operations Supervisor the dates in which the Contractor will be required to perform Snow Removal services for the driving track. General Services Facilities Management Operations Supervisor 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.

**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.

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

- Police Academy
- Denver Animal Shelter

- Traffic Operations
- DPD Police Precincts

The background check(s) must be conducted successfully prior to initial access and/or involvement by employees. Employees who separate from the Contractor's employment must undergo another background check prior to renewed access and/or involvement in providing services to the City. The City also has the ability to audit the Contractor's background check process, to ensure compliance with City standards, at any time. Additionally, all employees are required to self-disclose to the Contractor any criminal charges and convictions and nolo contendere pleas (not contest pleas) that occur while providing services to the City within three business days of the conviction, charge, or plea. 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.

Failure by the Contractor to comply with the terms of this Section may result in the termination of its contract with the City.

#### 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

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. 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 Manager of General Services, or their designee. The Manager 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 Manager of General Services, or their designee.

SPECIAL PROJECTS; WORK OUTSIDE SCOPE:

On occasion, the City may request services from the Contractor that are outside the established scope of work for an individual building. When special services are requested, the Contractor will meet with the GS Operations Supervisor or a City Facility Manager in order to determine a scope of work that is specific to the special services and to provide a quote for the services. The GS Operations Supervisor or City Facility Manager shall determine if the quote provided is appropriate. If the quote is deemed appropriate, the Contractor will complete a Work Order form as outlined in section 1.E. of the agreement.

COOPERATIVE PURCHASING:

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

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

FEDERAL PROVISIONS:

Where the source of the funds, directly or indirectly for this Contract is the Federal Government, the Vendor agrees to the applicable provisions set out below. The Vendor shall be responsible for determining which terms are applicable to its products and/or services.

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE** Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). **DAVIS-BACON ACT COMPLIANCE** Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3148 to 3148) as supplemented by Department of Labor regulations (29 CFR part 5). **ANTI-KICKBACK ACT COMPLIANCE** Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). **CONTRACT WORK HOURS AND SAFETY STANDARDS** Contractor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** Contractor agrees to comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. **CLEAN AIR AND WATER REQUIREMENTS** Contractor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et. seq.), and the Clean Water Act (33 U.S.C. 1251 et. seq.). Contractor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to the appropriate EPA regional office. **ENERGY CONSERVATION REQUIREMENTS** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201) **NO SUSPENSION OR DEBARMENT** Contractor certifies that neither it nor its Principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency. **BYRD ANTI-LOBBYING**. If the Maximum Contract Amount exceeds \$100,000, the Contractor must complete and submit to the City a required certification form provided by the City certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract grant of any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.



## **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://www.denvergov.org/content/dam/denvergov/Portals/771/documents/EQ/EMS/2017%20Denver%20Environmental%20Policy.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**

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



**LANDSCAPING SERVICES**

<b>Location No.</b>	<b>Location Name</b>	<b>Facility ID#</b>	<b>Net Monthly Cost</b>	<b>Monthly Cost</b>	<b>Annual cost</b>
1	12th/13th Mariposa	L0000054	\$423.40	\$423.40	\$5,080.85
2	Police District #1 1311 West 46th Avenue	PL001	\$1,827.57	\$1,827.57	\$21,930.86
3	Police District #2 3921 North Holly Street	PL002	\$1,909.02	\$1,909.02	\$22,908.23
4	Police District #3 1625 South University	PL003	\$1,745.41	\$1,745.41	\$20,944.86
5	Police District #4 2100 South Clay Street	PL004	\$1,385.61	\$1,385.61	\$16,627.27
6	Police District #6 1566 Washington Street	PL006	\$1,469.68	\$1,469.68	\$17,636.18
7	Denver Municipal Animal Shelter 1241 West Bayaud	L000052	\$1,699.05	\$1,699.05	\$20,388.58
8	DPD Gang Unit/911 Training Communications Center - 950 Josephine	PL007	\$1,046.48	\$1,046.48	\$12,557.81
9	Roslyn Complex - 5440 Roslyn	L000423	\$2,939.97	\$2,939.97	\$35,279.64
10	Arie P. Taylor Municipal Building - 4685 Peoria	L000364	\$2,480.12	\$2,480.12	\$29,761.44
11	DPD Traffic Operations 3381 Park Avenue West	PL013	\$1,223.91	\$1,223.91	\$14,686.97
12	Elbra M. Wedgeworth Municipal Building 2855 Tremont Place	L000292	\$1,103.56	\$1,103.56	\$13,242.66
13	Police Academy 2155 North Akron Way	PL009	\$1,582.54	\$1,582.54	\$18,990.48
14	Denver Human Services East Office - 3815 Steele Street	L000338	\$2,210.46	\$2,210.46	\$26,525.48
15	Denver Crime Lab 1371 Cherokee	PL019	\$1,065.62	\$1,065.62	\$12,787.46
16	Lindsey-Flanigan Courthouse & Van Cise- Simonet Detention Center	MX014	\$3,802.06	\$3,802.06	\$45,624.70
17	Denver Human Services Castro Building 1200 Federal Boulevard	L000047	\$1,624.78	\$1,624.78	\$19,497.32
18	Rose Andom Center - 1330 Fox Street	L000813	\$567.32	\$567.32	\$6,807.86
19	Pedestrian Bridge - 3579 Blake Street	L001115	\$460.71	\$460.71	\$5,528.55
20	Fire Headquarters - 745 West Colfax Avenue	L000454	\$792.58	\$792.58	\$9,511.00
22	Denver Human Services on the Platte - 405 S. Platte River Drive	L000343	\$946.42	\$946.42	\$11,357.04
23	Vehicle Impound Facility - 5150 York Street	L000750	\$1,387.06	\$1,387.06	\$16,644.72
24	National Western - 5125 Race Street	L001117	\$1,046.40	\$1,046.40	\$12,556.82
25	Tremont Triangle	MX014	\$775.48	\$775.48	\$9,305.76
26	911 Communications Call Center - 12025 E. 45th Avenue	L000049	\$1,423.27	\$1,423.27	\$17,079.22
<b>total with out Irrigation inspect</b>			<b>\$36,938.48</b>	<b>\$36,938.48</b>	<b>\$443,261.76</b>

## SNOW REMOVAL

Facility	Address	Facility ID #	Snow Depth	Special Instructions
Lindsey-Flanigan Courthouse & Van Cise-Simonet Detention Center	520 W. Colfax Avenue & 490 W. Colfax Ave.	MX014	Required to respond if 2" or more of snow accumulates, but may be called in before 2" accumulates	
Denver Police Crime Lab	1371 Cherokee Street	PL019	Required to respond if 2" or more of snow accumulates, but may be called in before 2" accumulates	
Denver Human Services Castro Campus	1200 Federal Boulevard	L000047	Required to respond if 2" or more of snow accumulates, but may be called in before 2" accumulates	Parking Lots and Garage Roof only
Denver Human Services Castro Garage	2885 W. 11th Avenue	L000747	Required to respond if 2" or more of snow accumulates, but may be called in before 2" accumulates	
Police District 3	1625 S. University Boulevard	PL003	Required to respond if 2" or more of snow accumulates, but may be called in before 2" accumulates	
Police District 4	2100 S. Clay Street	PL004	Required to respond if 2" or more of snow accumulates, but may be called in before 2" accumulates	
Police District 6	1566 Washington Street	PL006	Required to respond if 2" or more of snow accumulates, but may be called in before 2" accumulates	
Metro SWAT	550 E. Iliff Avenue	PL008	Required to respond if 2" or more of snow accumulates, but may be called in before 2" accumulates	
Denver Municipal Animal Shelter	1241 W. Bayaud Avenue	L000052	Required to respond if 2" or more of snow accumulates, but may be called in before 2" accumulates	After hours, use call button on gates for access; includes sidewalks
DPD Gang Unit/911 Training Communication Center	950 Josephine Street	PL007	Required to respond if 2" or more of snow accumulates, but may be called in before 2" accumulates	
Fire Headquarters	745 W. Colfax Avenue	L000454	Required to respond if 2" or more of snow accumulates, but may be called in before 2" accumulates	Includes sidewalks
Police Academy	2155 N. Akron Way	PL009	Required to respond if 2" or more of snow accumulates, but may be called in before 2" accumulates	Front lot only; includes sidewalks (driving track upon request only)



Police Firing Range	3421 Park Ave West	L000327	Required to respond if 2" or more of snow accumulates, but may be called in before 2" accumulates	Includes sidewalks; firing range, parks and rec, and traffic operations are all one complex
Parks and Rec (South End)	3375 Park Ave West	PR022	Required to respond if 2" or more of snow accumulates, but may be called in before 2" accumulates	All one complex
Traffic Operations (North End)	3381 Park Ave West	PL013	Required to respond if 2" or more of snow accumulates, but may be called in before 2" accumulates	All one complex
Rose Andom Center	1330 Fox Street	L000813	Required to respond if 2" or more of snow accumulates, but may be called in before 2" accumulates	
Police Administration Building	1331 Cherokee Street	PL010	Required to respond if 2" or more of snow accumulates, but may be called in before 2" accumulates	
Surplus Warehouse	671 S. Jason Street	CS001	Required to respond if 2" or more of snow accumulates, but may be called in before 2" accumulates	
Technology Services	10 Galapago Street	IS001	Required to respond if 2" or more of snow accumulates, but may be called in before 2" accumulates	
911 Communications Call Center	12025 E. 45th Avenue	L000049	Required to respond if 2" or more of snow accumulates, but may be called in before 2" accumulates	
Arie P. Taylor/DPD Dist. #5	4685 Peoria Street	L000364	Required to respond if 2" or more of snow accumulates, but may be called in before 2" accumulates	
Roslyn Complex	5440 Roslyn Street	L000423	Required to respond if 2" or more of snow accumulates, but may be called in before 2" accumulates	
Denver Human Services East Office	3815 Steele Street	L000338	Required to respond if 2" or more of snow accumulates, but may be called in before 2" accumulates	
Elbra M. Wedgeworth Municipal Building	2855 Tremont Place	L000292	Required to respond if 2" or more of snow accumulates, but may be called in before 2" accumulates	

Police District 1	1311 W. 46th Avenue	PL001	Required to respond if 2" or more of snow accumulates, but may be called in before 2" accumulates	
Police District 2	3921 N Holly Street	PL002	Required to respond if 2" or more of snow accumulates, but may be called in before 2" accumulates	
Pedestrian Bridge	35th Street & Blake/Wazee Streets	L001115	Required to respond if 2" or more of snow accumulates, but may be called in before 2" accumulates	
Denver Human Services on the Platte	405 South Platte Drive	L000343	Required to respond if 2" or more of snow accumulates, but may be called in before 2" accumulates	
Men's Shelter	4330 East 48th Avenue	L000785	Required to respond if 2" or more of snow accumulates, but may be called in before 2" accumulates	
Vehicle Impound Facility	5150 York Street	L000750	Required to respond if 2" or more of snow accumulates, but may be called in before 2" accumulates	
Fleet Service Center	2100 31st Street	L000265	Required to respond if 2" or more of snow accumulates, but may be called in before 2" accumulates	
National Western	5125 Race Street	L001117	Required to respond if 2" or more of snow accumulates, but may be called in before 2" accumulates	
The Commons	1245 Champa Street	TA001	Required to respond if 2" or more of snow accumulates, but may be called in before 2" accumulates	SITE NOT TO BE SERVICED 2020/2021
Wellington Webb Building	201 W. Colfax Ave.	WEW01	Required to respond if 2" or more of snow accumulates, but may be called in before 2" accumulates	SITE NOT TO BE SERVICED 2020/2021
City & County Building	1460 Cherokee Street	MX008	Required to respond if 2" or more of snow accumulates, but may be called in before 2" accumulates	SITE NOT TO BE SERVICED 2020/2021
Elections Building	200 W. 14th Ave.	MX011	Required to respond if 2" or more of snow accumulates, but may be called in before 2" accumulates	SITE NOT TO BE SERVICED 2020/2021
Minoru Yasui Building	303 W. Colfax Ave.	MX003	Required to respond if 2" or more of snow accumulates, but may be called in before 2" accumulates	SITE NOT TO BE SERVICED 2020/2021

**EXHIBIT B**

<b>SNOW REMOVAL SERVICES</b>		
	<b>Wage Category</b>	<b>Total Labor Rate Per Hour</b>
1	Snow Removal - 4 Wheel Drive Truck Plow W/ Snow Wings (Highway PW Rate: Pickup and Pilot Car)	\$89
2	Snow Removal - Dump Truck with Plow/Sander (Highway PW Rate: Truck Driver-Dump Truck)	\$99
3	Snow Removal - Sanding w/ vehicle (Highway PW Rate: Pickup and Pilot Car OR Truck Driver-Dump Truck)	\$125
4	Snow Removal - All Terrain vehicle w/ Plow (Highway PW Rate: Power Equipment Operator - Group 1)	\$125
5	Snow Removal - Snow Blower / Hand Shoveling (Highway PW Rate: Common Laborer)	\$59
6	Snow Removal - Application of Chemical Ice Melt (walkways) (Highway PW Rate: Common Laborer)	\$59
7	Snow Removal - Skid Loader (for off-site removal of snow) (Highway PW Rate: Bobcat/Skid Loader)	\$99
8	Snow Removal - Large Loader and Dump Trucks (for off-site removal of snow) (Highway PW Rate: Loader, up to 6 cu. yds)	\$395
		<b>Percentage Markup over Cost</b>
	Materials Cost - Ice Melt/Slicer (Percentage Markup)	15%
	Materials Cost - Sand or Sand/Salt (Percentage Markup)	15%

**GENERAL SERVICES ON-CALL CONTRACT WORK ORDER FORM**



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

Emergency Auth. Code:  
\*As applicable

PRJ/Grant:

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

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

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

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

Work Order Completion Date\*:

\*Form will not be accepted without a completion date.

Liquidated Damage:

Accepted for Contractor By:

Contractor Email:

Contractor Signature:

Title:

Date:

**USING AGENCY**

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

\_\_\_\_\_  
By Using Agency – Administrative or Budget Office      Date

**APPROVALS**

\_\_\_\_\_  
Approved by Requestor,      Date

\_\_\_\_\_  
Approved by Division Director      Date

# GENERAL SERVICES ON-CALL CONTRACT WORK ORDER CHANGE FORM



**CONTRACTS OFFICE**  
DENVER GENERAL SERVICES

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

**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.



**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Ryland Feno, Classification and Compensation Technician II  
**DATE:** January 27, 2020  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, January 24, 2020** and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20200020  
Superseded General Decision No. CO20190020  
Modification No. 2  
Publication Date: 01/24/2020  
(6 pages)

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

Attachments as listed above.

**\*Career Service Board approved to adjust all Davis Bacon classifications under \$13.00 to comply with the city's minimum wage. The effective date is August 15, 2019. See page 6 for reference.**

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

"General Decision Number: CO20200020 01/24/2020

Superseded General Decision Number: CO20190020

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 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 calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/03/2020
1	01/10/2020
2	01/24/2020

ASBE0028-002 07/01/2019

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 32.98	14.73

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CARP0055-002 11/01/2019

Rates	Fringes
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CARPENTER (Drywall Hanging  
Only).....\$ 29.95 10.99

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CARP1607-001 06/01/2019

	Rates	Fringes
MILLWRIGHT.....	\$ 32.00	16.43

-----  
ELEC0068-012 06/01/2019

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 36.50	16.18

-----  
\* ELEV0025-001 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 46.53	35.245

FOOTNOTE:

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
- b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

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ENGI0009-017 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
141 tons and over.....	\$ 31.07	10.70
50 tons and under.....	\$ 28.40	10.70
51 to 90 tons.....	\$ 28.57	10.70
91 to 140 tons.....	\$ 29.55	10.70

-----  
\* IRON0024-009 11/01/2019

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 30.85	11.92

-----  
\* IRON0024-010 11/01/2019

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 30.85	11.92

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PAIN0079-006 08/01/2017

	Rates	Fringes
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PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping).....	\$ 20.50	8.41
-----		
PAIN0079-007 08/01/2017		
	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 21.20	8.41
-----		
PAIN0419-001 07/01/2016		
	Rates	Fringes
SOFT FLOOR LAYER (Vinyl and Carpet).....	\$ 20.00	10.83
-----		
PAIN0930-002 07/01/2019		
	Rates	Fringes
GLAZIER.....	\$ 31.92	10.49
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PLUM0003-009 06/01/2018		
	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 35.48	15.94
-----		
PLUM0208-008 06/01/2018		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 37.55	14.95
-----		
SFCO0669-002 04/01/2017		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 36.73	20.47
-----		
* SHEE0009-004 07/01/2019		
	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 34.62	17.95
-----		
SUCO2013-006 07/31/2015		

	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 22.40	4.85
CARPENTER (Metal Stud Installation Only).....	\$ 17.68	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation.....	\$ 21.09	6.31
CEMENT MASON/CONCRETE FINISHER....	\$ 20.09	7.03
LABORER: Common or General.....	\$ 14.49	5.22
LABORER: Mason Tender - Brick....	\$ 15.99	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.00	0.00
LABORER: Pipelayer.....	\$ 16.96	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 19.10	3.89
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
ROOFER.....	\$ 16.56	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.34	0.00
WATERPROOFER.....	\$ 12.71	0.00

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

**Office of Human Resources  
Supplemental Rates  
(Specific to the Denver projects)  
Revision Date: 08-21-2019**

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
Boilermaker		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Laborer: Concrete Saw		\$13.89	-
Paper Hanger		\$20.15	\$6.91
Plasterer		\$24.60	\$12.11
Plaster Tender		\$13.00	-
Power Equipment Operator	Concrete Mixer - Less than 1 yd	\$23.67	\$10.67
	Concrete Mixer - 1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loader - up to and incl 6 cu yd	\$23.67	\$10.67
	Loaders - over 6 cu yd	\$23.82	\$10.68
	Mechanic	\$18.48	-
	Motor Grader	\$23.97	\$10.70
	Oilers	\$22.97	\$10.70
	Roller	\$23.67	\$10.67
Tile Finisher		\$20.87	\$8.42
Tile Setter		\$26.83	\$8.48
Truck Driver	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11
Waterproofer		\$13.00	\$0.00

Go to [www.denvergov.org/Auditor](http://www.denvergov.org/Auditor) to view the Prevailing Wage Clarification Document for a list of complete classifications used.



**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Ryland Feno, Classification & Compensation Technician II  
**DATE:** February 03, 2020  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, January 31, 2020** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20200002  
Superseded General Decision No. CO20190002  
Modification No. 1  
Publication Date: 01/31/2020  
(6 pages)

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

Attachments as listed above.

**\*Career Service Board approved to adjust all Davis Bacon classifications under \$13.00 to comply with the city's minimum wage. The effective date is August 15, 2019. See page 7 for reference.**

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

"General Decision Number: CO20200002 01/31/2020

Superseded General Decision Number: CO20190002

State: Colorado

Construction Type: Heavy

Counties: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, El Paso, Jefferson, Larimer, Mesa, Pueblo and Weld Counties in Colorado.

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 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 calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/03/2020
1	01/31/2020

ASBE0028-001 07/01/2019

Rates Fringes

Asbestos Workers/Insulator  
(Includes application of  
all insulating materials,

protective coverings,  
 coatings and finishings to  
 all types of mechanical  
 systems).....\$ 32.98 14.73

BRCO0007-004 01/01/2019

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,  
 JEFFERSON AND WELD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 29.52	10.48

BRCO0007-006 05/01/2018

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 25.88	10.34

ELEC0012-004 06/01/2019

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN		
Electrical contract over \$1,000,000.....	\$ 27.50	12.50+3%
Electrical contract under \$1,000,000.....	\$ 24.85	12.50+3%

ELEC0068-001 06/01/2019

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,  
 JEFFERSON, LARIMER, AND WELD COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.50	16.18

ELEC0111-001 03/01/2019

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 20.41	13.75%+\$6.20
Line Equipment Operator.....	\$ 28.98	13.75%+\$6.20

Lineman and Welder.....\$ 44.92      25.25%+\$5.75

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 ELEC0113-002 06/01/2019

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 32.60	16.23

-----  
 ELEC0969-002 06/01/2019

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 25.20	10.06

-----  
 ENGI0009-001 05/01/2018

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 28.57	10.70
Blade: Rough.....	\$ 28.25	10.70
Bulldozer.....	\$ 28.25	10.70
Cranes: 50 tons and under..	\$ 28.40	10.70
Cranes: 51 to 90 tons.....	\$ 28.57	10.70
Cranes: 91 to 140 tons.....	\$ 29.55	10.70
Cranes: 141 tons and over...	\$ 31.07	10.70
Forklift.....	\$ 27.87	10.70
Mechanic.....	\$ 28.73	10.70
Oiler.....	\$ 27.49	10.70
Scraper: Single bowl under 40 cubic yards.....	\$ 28.40	10.70
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 28.57	10.70
Trackhoe.....	\$ 28.40	10.70

-----  
 \* IRON0024-003 11/01/2019

	Rates	Fringes
Ironworkers:.....	\$ 30.85	22.26
Structural		

-----  
 LABO0086-001 05/01/2009

	Rates	Fringes
--	-------	---------

Laborers:

Pipelayer.....\$ 18.68 6.78

-----  
PLUM0003-005 06/01/2017

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,  
JEFFERSON, LARIMER AND WELD COUNTIES

Rates Fringes

PLUMBER.....\$ 39.08 16.44

-----  
PLUM0058-002 07/01/2018

EL PASO COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 32.75 14.85

-----  
PLUM0058-008 07/01/2018

PUEBLO COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 32.75 14.85

-----  
PLUM0145-002 07/01/2016

MESA COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 35.17 11.70

-----  
PLUM0208-004 06/01/2016

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,  
JEFFERSON, LARIMER AND WELD COUNTIES

Rates Fringes

PIPEFITTER.....\$ 37.10 16.62

-----  
\* SHEE0009-002 07/01/2019

Rates Fringes

Sheet metal worker.....\$ 34.62 17.95



-----  
 \* TEAM0455-002 07/01/2019

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 21.91	4.42
Tandem/Semi and Water.....	\$ 22.54	4.42

-----  
 SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 17.60	
Carpenters:		
Form Building and Setting...	\$ 16.97	2.74
All Other Work.....	\$ 15.14	3.37
Cement Mason/Concrete Finisher...	\$ 17.31	2.85
IRONWORKER, REINFORCING.....	\$ 18.83	3.90
Laborers:		
Common.....	\$ 11.22	2.92
Flagger.....	\$ 8.91	3.80
Landscape.....	\$ 12.56	3.21
Painters:		
Brush, Roller & Spray.....	\$ 15.81	3.26
Power equipment operators:		
Backhoe.....	\$ 16.36	2.48
Front End Loader.....	\$ 17.24	3.23
Skid Loader.....	\$ 15.37	4.41

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

**Office of Human Resources  
Supplemental Rates  
(Specific to the Denver Projects)  
(Supp #74, Revised: 08-21-2019)**

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
Ironworker	Ornamental	\$24.80	\$10.03
Laborer	Group 1	\$18.18	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Common)		\$13.00	\$2.92
Laborer (Flagger)		\$13.00	\$3.80
Laborer (Landscape)		\$13.00	\$3.21
Laborer (Janitor)	Janitor/Yardmen	\$17.68	\$8.22
Laborer (Asbestos)	Removal of Asbestos	\$21.03	\$8.55
Laborer (Tunnel)	Group 1	\$18.53	\$8.30
	Group 2	\$18.63	\$8.31
	Group 3	\$19.73	\$8.42
	Group 4	\$21.59	\$8.61
	Group 5	\$19.68	\$8.42
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
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
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
Truck Driver	Group 1	\$18.42	\$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

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



**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Ryland Feno, Classification & Compensation Technician II  
**DATE:** January 06, 2020  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

Please be advised prevailing wage rates for some building, heavy, highway, and residential construction trades have not been updated by the United States Department of Labor (DOL) since March 1, 2002. The Career Service Board, in their meeting held on April 21, 2011, approved the use of the attached supplemental wage rates until prevailing wage rates for these classifications of work are again published by the United States Department of Labor in accordance with the Davis-Bacon Act.

The effective date for this publication will be **Friday, January 03, 2020** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20200009  
Superseded General Decision No. CO20190009  
Modification No. 0  
Publication Date: 01/03/2020  
(6 pages)

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

Attachments as listed above.

**\*Career Service Board approved to adjust all Davis Bacon classifications under \$13.00 to comply with the city's minimum wage. The effective date is August 15, 2019. See page 7 for reference.**

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

"General Decision Number: CO20200009 01/03/2020

Superseded General Decision Number: CO20190009

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 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 calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/03/2020

\* CARP9901-008 11/01/2019

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 26.50	10.32
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ELEC0068-016 03/01/2011

	Rates	Fringes
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TRAFFIC SIGNALIZATION:

Traffic Signal Installation

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.

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 ENGI0009-008 05/01/2018

	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.).....	\$ 28.25	10.70
(3)-Loader (under 6 cu. yd.) Denver County.....	\$ 28.25	10.70
(3)-Motor Grader (blade- rough) Douglas County.....	\$ 28.25	10.70
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....	\$ 28.40	10.70
(4)-Loader (over 6 cu. yd) Denver County.....	\$ 28.40	10.70
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....	\$ 28.57	10.70
(5)-Motor Grader (blade- finish) Douglas County.....	\$ 28.57	10.70
(6)-Crane (91-140 tons).....	\$ 29.55	10.70

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 SUCO2011-004 09/15/2011

	Rates	Fringes
CARPENTER (Excludes Form Work)...	\$ 19.27	5.08
CEMENT MASON/CONCRETE FINISHER		
Denver.....	\$ 20.18	5.75
Douglas.....	\$ 18.75	3.00
ELECTRICIAN (Excludes Traffic Signal Installation).....	\$ 35.13	6.83
FENCE ERECTOR (Excludes Link/Cyclone Fence Erection).....	\$ 13.02	3.20
GUARDRAIL INSTALLER.....	\$ 12.89	3.20
HIGHWAY/PARKING LOT STRIPING:Painter		
Denver.....	\$ 12.62	3.21
Douglas.....	\$ 13.89	3.21
IRONWORKER, REINFORCING (Excludes Guardrail Installation).....	\$ 16.69	5.45
IRONWORKER, STRUCTURAL (Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation).....	\$ 18.22	6.01
LABORER		
Asphalt Raker.....	\$ 16.29	4.25
Asphalt Shoveler.....	\$ 21.21	4.25
Asphalt Spreader.....	\$ 18.58	4.65
Common or General		
Denver.....	\$ 16.76	6.77
Douglas.....	\$ 16.29	4.25
Concrete Saw (Hand Held)....	\$ 16.29	6.14
Landscape and Irrigation....	\$ 12.26	3.16
Mason Tender- Cement/Concrete		
Denver.....	\$ 16.96	4.04
Douglas.....	\$ 16.29	4.25
Pipelayer		
Denver.....	\$ 13.55	2.41
Douglas.....	\$ 16.30	2.18
Traffic Control (Flagger)...	\$ 9.55	3.05
Traffic Control (Sets Up/Moves Barrels, Cones,		

Install Signs, Arrow Boards and Place Stationary Flags) (Excludes Flaggers).....	\$ 12.43	3.22
PAINTER (Spray Only).....	\$ 16.99	2.87
POWER EQUIPMENT OPERATOR:		
Asphalt Laydown		
Denver.....	\$ 22.67	8.72
Douglas.....	\$ 23.67	8.47
Asphalt Paver		
Denver.....	\$ 24.97	6.13
Douglas.....	\$ 25.44	3.50
Asphalt Roller		
Denver.....	\$ 23.13	7.55
Douglas.....	\$ 23.63	6.43
Asphalt Spreader.....	\$ 22.67	8.72
Backhoe/Trackhoe		
Douglas.....	\$ 23.82	6.00
Bobcat/Skid Loader.....	\$ 15.37	4.28
Boom.....	\$ 22.67	8.72
Broom/Sweeper		
Denver.....	\$ 22.47	8.72
Douglas.....	\$ 22.96	8.22
Bulldozer.....	\$ 26.90	5.59
Concrete Pump.....	\$ 21.60	5.21
Drill		
Denver.....	\$ 20.48	4.71
Douglas.....	\$ 20.71	2.66
Forklift.....	\$ 15.91	4.68
Grader/Blade		
Denver.....	\$ 22.67	8.72
Guardrail/Post Driver.....	\$ 16.07	4.41
Loader (Front End)		
Douglas.....	\$ 21.67	8.22
Mechanic		
Denver.....	\$ 22.89	8.72
Douglas.....	\$ 23.88	8.22
Oiler		
Denver.....	\$ 23.73	8.41
Douglas.....	\$ 24.90	7.67
Roller/Compactor (Dirt and Grade Compaction)		
Denver.....	\$ 20.30	5.51
Douglas.....	\$ 22.78	4.86
Rotomill.....	\$ 16.22	4.41
Screed		
Denver.....	\$ 22.67	8.38
Douglas.....	\$ 29.99	1.40
Tractor.....	\$ 13.13	2.95

## TRAFFIC SIGNALIZATION:

## Groundsman

Denver.....	\$ 17.90	3.41
Douglas.....	\$ 18.67	7.17

## TRUCK DRIVER

## Distributor

Denver.....	\$ 17.81	5.82
Douglas.....	\$ 16.98	5.27

## Dump Truck

Denver.....	\$ 15.27	5.27
Douglas.....	\$ 16.39	5.27

Lowboy Truck.....	\$ 17.25	5.27
Mechanic.....	\$ 26.48	3.50

## Multi-Purpose Specialty &amp;

## Hoisting Truck

Denver.....	\$ 17.49	3.17
Douglas.....	\$ 20.05	2.88

## Pickup and Pilot Car

Denver.....	\$ 14.24	3.77
Douglas.....	\$ 16.43	3.68

Semi/Trailer Truck.....	\$ 18.39	4.13
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Truck Mounted Attenuator....	\$ 12.43	3.22
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## Water Truck

Denver.....	\$ 26.27	5.27
Douglas.....	\$ 19.46	2.58

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



**Office of Human Resources  
Supplemental Rtes  
(Specific to the Denver Projects)  
Revised 08/21/2019)**

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
Guard Rail Installer		\$13.00	\$3.20
Highway Parking Lot Striping: Painter		\$13.00	\$3.21
Ironworker (Ornamental)		\$26.05	\$12.00
Laborer	Removal of Asbestos	\$21.03	\$8.55
Laborer (Landscape & Irrigation)		\$13.00	\$3.16
Laborer: Traffic Control (Flagger)		\$13.00	\$3.05
Laborer: Stationary Flags( excludes Flaggers)		\$13.00	\$3.22
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	\$18.42	\$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		\$13.00	\$3.22

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



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

FROM: Ryland Feno, OHR Compensation and Classification

DATE: May 26, 2020

SUBJECT: Latest Update to Prevailing Wage Schedules

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

Modification No. 151  
Publication Date: May 26, 2020  
(12 pages)

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

Attachments as listed above.

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

**APPLIANCE MECHANIC****Effective Date:** 05-16-19

Last Revision: 06-07-18

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Appliance Mechanic	\$23.21	\$7.16

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

The Appliance Mechanic installs, services and repairs stoves, refrigerators, dishwashing machines, exercise equipment and other electrical household or commercial appliances, using hand tools, test equipment and following wiring diagrams and manufacturer's specifications. Responsibilities include: connects appliance to power source and test meters, such as wattmeter, ammeter, or voltmeter, observes readings on meters and graphic recorders, examines appliance during operating cycle to detect excess vibration, overheating, fluid leaks and loose parts, and disassembles appliances and examines mechanical and electrical parts. Additional duties include: traces electrical circuits, following diagram and locates shorts and grounds, using ohmmeter, calibrates timers, thermostats and adjusts contact points, and cleans and washes parts, using wire brush, buffer, and solvent to remove carbon, grease and dust. Replaces worn or defective parts, such as switches, pumps, bearings, transmissions, belts, gears, blowers and defective wiring, repairs and adjusts appliance motors, reassembles appliance, adjusts pulleys and lubricates moving parts, using hand tools and lubricating equipment.

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

**BUILDING ENGINEER****Effective Date:** 08-15-19

Last Revision: 04-05-18

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Building Engineer	\$29.55	\$7.89

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

**CONVEYANCE SYSTEM MAINTENANCE SERIES****Effective Date:** 09-19-19

Last Revision: 09-20-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Entry-Support Mechanic	\$24.44	\$7.36
Machinery Maintenance Mechanic	\$27.36	\$7.70
Controls System Technician	\$30.33	\$8.04

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

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

**Entry Support Mechanic**

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

**Machinery Maintenance Mechanic**

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

**Controls System Technician**

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

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

**CUSTODIANS****Effective Date:** 12-19-19Last Revision: **01-17-19**

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Custodian I	\$15.98	\$6.53 (Single) \$9.71 (Children) \$10.41 (2-party) \$13.59 (Family)
Custodian II	\$16.33	\$6.59 (Single) \$9.76 (Children) \$10.47 (2-party) \$13.65 (Family)

**Benefits and Overtime**

Parking	With valid receipt from approved parking lot, employees are reimbursed the actual monthly cost of parking.
RTD Bus Pass	Employer will provide employees with the Bus Pass or pay (\$0.23) per hour for travel differential.
Shift Differential	2nd shift (2:30 p.m.-10:30 p.m.): \$.50/hour 3rd shift (10:31 p.m.-6:30 a.m.): \$1.00/hour
Overtime	Time worked in excess of seven and one-half (7 ½) hours in one (1) day or in excess of thirty-seven and one-half (37 ½) hours in one week shall constitute overtime and shall be paid for at the rate of time and one-half (1 ½) at the employee's basic straight time hourly rate of pay.
Lunch	Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.
Note	The Career Service Board in their public hearing on March 15, 2007 approved to amend prevailing wages paid to the Custodian as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification."

**Custodian I**

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

**Custodian II**

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

**DIA OIL & GAS****Effective Date:** 04-16-20

Last Revision: 06-20-19

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Derrick Hand/Roustabout	\$14.49	\$6.21
Electrician	\$26.44	\$7.59
Mechanic	\$25.44	\$7.48
Pipefitter	\$26.70	\$7.62
Rig/Drill Operator	\$23.02	\$7.20
Truck Driver	\$23.62	\$7.27

**Heavy Equipment Mechanic (Mechanic)**

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

**Pipefitter**

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

**Well Driller (Rig/Drill Operator)**

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

**Laborer (Derrick Hand/Roustabout)**

The Laborer performs tasks that require mainly physical abilities and effort involving little or no specialized skill or prior work experience. The following tasks are typical of this occupation: The Laborer loads and unloads trucks, and other conveyances, moves supplies and materials to proper location by wheelbarrow or hand truck; stacks materials for storage or binning, collects refuse and salvageable materials, and digs, fills, and tamps earth excavations, The Laborer levels ground using pick, shovel, tamper and rake, shovels concrete and snow; cleans culverts and ditches, cuts tree and brush; operates power lawnmowers, moves and arranges heavy pieces of office and household furniture, equipment, and appliance, moves heavy pieces of automotive, medical engineering, and other types of machinery and equipment, spreads sand and salt on icy roads and walkways, and picks up leaves and trash.

**Truckdriver**

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

**ELEVATOR MECHANIC**

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

**FINISHER & JOURNEYMAN**  
TILE, MARBLE AND TERRAZZO

Effective Date: 06-20-19  
Last Revision: 09-20-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Finisher	\$25.01	\$10.06
Journeyman	\$31.21	\$10.12

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

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

**FIRE EXTINGUISHER REPAIRER**

Effective Date: 07-19-19  
Last Revision: 09-20-18

\*OHR pulled the wages in July of 2019 and data has remained the same so there is no recommendation to change the base wage or fringes.

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Fire Extinguisher Repairer	\$19.74	\$6.76

The Fire Extinguisher Repairer performs the following duties: repairs and tests fire extinguishers in repair shops and in establishments, such as factories, homes, garages, and office buildings, using hand tools and hydrostatic test equipment, this repairer dismantles extinguisher and examines tubing, horns, head gaskets, cutter disks, and other parts for defects, and replaces worn or damaged parts. Using hand tools, this repairer cleans extinguishers and recharges them with materials, (such as soda water and sulfuric acid, carbon tetrachloride, nitrogen or patented solutions); tests extinguishers for conformity with legal specifications using hydrostatic test equipment and may install cabinets and brackets to hold extinguishers.

**FUEL HANDLER SERIES****Effective Date: 10-17-19**

Last Revision: 11-15-18

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Fuel Distribution System Operator	\$23.41	\$7.18
Lead Fuel Distribution System Operator	\$24.48	\$7.36
Fuel Distribution System Mechanic	\$30.74	\$8.09
Lead Fuel Distribution System Mechanic	\$32.14	\$8.25

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

**Fuel Distribution System Operator**

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

**Lead Fuel Distribution System Operator**

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

**Fuel Distribution System Mechanic**

Maintains and repairs fuel storage and distribution systems, equipment and filtration systems, and differential pressure valves. Corrects leakage, corrosion, faulty fittings, and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Inspects electrical wiring, switches, and controls for safe-operating condition, grounding, and adjustment; may make minor repairs. Lubricates and repacks valves. Lubricates pumps, replaces gaskets, and corrects pumping equipment misalignment. May clean strainers and filters, service water separators, and check meters for correct delivery and calibration. Overhauls system components such as pressure regulating valves and excess valves. Disassembles, adjusts, aligns, and calibrates gauges and meters or replaces them. Removes and installs equipment such as filters and piping to modify system or repair and replace system component. Cleans fuel tanks and distribution lines. Removes corrosion and repaints surfaces. Overhauls vacuum and pressure vents, floating roof seals, hangers, and roof sumps. Some positions maintain fuel-servicing equipment such as hydrant and tanker trucks. Maintains record of inspections and repairs and other related paperwork as required.

**Lead Fuel Distribution System Mechanic**

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

These classifications are recommended to be inclusive and to supersede any previously adopted classifications.



**FURNITURE MOVERS**

Moving, Storage and Cartage Workers

**Effective Date:** 10-17-19

Last Revision: 11-15-18

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Laborer/Helper	\$17.36	\$6.54
Furniture Driver/Packer	\$17.66	\$6.58
Lead Furniture Mover	\$18.46	\$6.67

**GLYCOL FACILITY****Effective Date:** 06-20-19

Last Revision: 06-07-18

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
De-icing Facility Operator	\$27.64	\$7.67
Maintenance Mechanic	\$27.46	\$7.65
Glycol Plant Specialist	\$17.36	\$6.48

**De-icing Facility Operator**

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

**Maintenance Mechanic**

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

**Glycol Plant Specialist/Material Handling Laborer**

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

**PARKING ELECTRONICS TECHNICIAN****Effective Date: 10-17-19**

Last Revision: 11-15-18

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Parking Electronics Technician	\$24.85	\$7.41

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

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

**PEST CONTROLLER****Effective Date: 07-19-19**

Last Revision: 09-20-18

\*OHR pulled the wages in July of 2019 and data has remained the same so there is no recommendation to change the base wage or fringes.

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Pest Controller	\$20.41	\$6.84

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

**QUALITY CONTROL & ASSURANCE TECHNICIAN****Effective Date: 04-16-20**

Last Revision: 05-16-19

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Quality Control & Assurance Technician	\$25.81	\$7.52

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

**SIGN ERECTOR****Effective Date: 03-15-18**

Last Revision: 10-15-10

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Sign Erector	\$23.82	\$7.16

This classification of work erects, assembles, and/or maintains signs, sign structures and/or billboards using various tools. Erects pre-assembled illuminated signs on buildings or other structures according to sketches, drawings, or blueprints. Digs and fills holes, places poles. Bolts, screws. or nails sign panels to sign post or frame. Replaces or repairs damaged or worn

signs. May use welding equipment when installing sign. This classification is not a licensed electrician and therefore cannot make connections to power sources (i.e., provide exit lighting).

### TRANSIT TECHNICIANS

**Effective 1-18-2018, the Transit Technician classification series and associated wages will no longer be published because these classifications are not being used at this time.**

### TREE TRIMMERS

**Effective Date: 09-19-19**

Last Revision: **09-20-18**

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Tree Trimmer	\$20.55	\$6.91

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

### WINDOW CLEANER

**Effective Date: 05-21-20**

Last Revision: 12-19-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Window Cleaner	\$26.64	\$9.06 (Single) \$10.63 (Children) \$10.84 (2-party) \$12.94 (Family)

#### Benefits/Overtime

Parking	With valid monthly parking receipt from approved parking lot, employees are reimbursed for the cost of parking. The employer shall reimburse employees for parking expenses from other parking lots up to the amount reimbursed for DIA Employee Parking Lot upon the submission of a monthly parking receipt. Only (1) one receipt per month.
Shift Differential	\$0.75 per hour for employees assigned to 3rd shift (11:00 p.m. to 7:00 a.m.)
Overtime	One and one-half (1½) times the basic rate of pay in excess of 7.5 hours worked per day or 37.5 hours worked per week.
Lunch	Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.
Lead Work	\$1.25 per hour above highest paid employee under supervision
High Work	\$1.75 per hour (21 feet or more from ground (base) to top of surface/structure being cleaned)
Training	\$0.25 per hour
ECOPASS	The Company will provide an Eco-Pass to all bargaining unit employees or pay \$.24 per hour for travel differential.
Note:	The Career Service Board in their public hearing on April 3, 2008, approved to amend prevailing wages paid to the Window Cleaners as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family

rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification.”



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/22/2020

**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).**

<b>PRODUCER</b> Commercial Risk Solutions 6600 E Hampden Ave Ste 200 Denver CO 80224	<b>CONTACT NAME:</b> Scott Anderson CIC	
	<b>PHONE (A/C. No. Ext):</b> 303-996-7833	<b>FAX (A/C. No):</b> 303-757-7719
<b>E-MAIL ADDRESS:</b> sanderson@crsdenver.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> CTM, Inc. DBA Colorado Total Maintenance P.O. Box 118 Englewood CO 80151	CTMIN-1	<b>INSURER A :</b> Pinnacol Assurance 41190
		<b>INSURER B :</b> Acadia Insurance Company 31325
		<b>INSURER C :</b> Travelers Prop Casualty of AM 25674
		<b>INSURER D :</b>
		<b>INSURER E :</b>
		<b>INSURER F :</b>

**COVERAGES**

**CERTIFICATE NUMBER: 379180719**

**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
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		CPA3060648	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		CPA3060648	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CPA3060648	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4010532	5/1/2020	5/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
C	Inland Marine Installation Floater			6608F331689	5/1/2020	5/1/2021	Rented/Leased Equip 100,000 Any Location 100,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured.

**CERTIFICATE HOLDER**

**CANCELLATION**

City & County of Denver  
 201 W Colfax Ave., Dept 304  
 Denver CO 80202-5328

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