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ON-CALL CONTRACT
Drywall/Framing

THIS ON-CALL DRYWALL/FRAMING CONTRACT (this "Agreement") is by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **WILDERNESS CONSTRUCTION CO.**, a Colorado corporation whose address is 2600 East 74th Avenue, Denver, Colorado 80229 (the "Contractor"). For purposes of this Agreement, the City and the Contractor are individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City has identified a need for a qualified contractor to perform, as assigned, services as directed by the City on an "on-call" or "as needed" basis (the "**Program**"). Program work will generally consist of performance of such framing and drywall services required on a variety of as yet to be identified projects as assigned by the City (the "**Projects**").

WHEREAS, the work shall consist of routine (not Emergency) on-call framing and drywall services at multiple locations throughout the City and County of Denver. The work may include but is not limited to those responsibilities set out on the attached exhibits.

WHEREAS, the Contractor is willing, able and has the present capacity to perform all of the framing and drywall services required by this Agreement.

AGREEMENT

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

1. DEFINITIONS: The capitalized terms used in this Agreement and any and all exhibits hereto will have the meanings given such terms in the paragraph in which such terms are parenthetically defined. The meanings given to terms defined will be equally applicable to the singular and plural forms of such terms. In addition, the following capitalized terms shall have the following meanings:

A. "City" means and refers to the City and County of Denver or a person authorized to act on its behalf.

B. "Contractor" means and refers to the Contractor, its agents, employees, officers, and anyone acting on its behalf.

C. "***Exhibit A***" or "Scope of Work" means the Contractor's scope of work under this Agreement, and as further defined in each specific work order assigned hereunder (the "Work Order").

D. "Standard Work Hours" means Monday through Friday, 7:00 A.M to 5:00 P.M. as described in ***Exhibit A.***

E. "Non-Standard Work Hours" means Monday through Friday, Weekends, and City of Denver Holidays, 5:00 P.M. to 7:00 A.M. as described in ***Exhibit A***.

F. "Subcontractor" means an entity, other than the Contractor, that furnished or furnishes to the City or the Contractor services or supplies (other than standard office supplies, office space or printing services) pursuant to this Agreement.

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G. "Work Order" means the specific emergency task given to the Contractor for execution as contemplated under this Agreement.

2. 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 and Technical Requirements, ***Exhibit A*** (the "**Work**"). The 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 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 diligently prosecute the Work to completion using its best efforts, highly skilled work effort and attention. 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 ("**Executive Director**"), or the Executive Director's Designee and the Department employee(s) assigned to manage the Project (the "**Department**"), and make every reasonable effort to fully coordinate the Project with any City agency or any person or firm under contract with the City doing work which affects the Project. The Contractor agrees to allow the City to review any of the procedures used by it in doing the Work under this 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 Work on any particular Work Order. The Contractor agrees to allow the City to review any of the procedures used by it in doing the Work and to make available for inspection all notes and other documents used in performing the Work.

D. Non-exclusivity: The Contractor acknowledges and agrees that this Agreement 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 Executive Director or their designee, the contractor that is the most cost effective, best suited, and/or most readily able to perform a specific Project.

E. Work Orders: As the Department determines the need and availability of funding for each Project, the City will issue a written Work Order to the Contractor, in the form attached hereto and incorporated herein as ***Exhibit C***, detailing the nature and extent of services to be provided, the location of the Project, and the timeframes within the Project is to be performed, with a projected amount to be paid to the Contractor (the "**Project Amount**") based on the Work items described in the Scope of Work and Technical Requirements in ***Exhibit A*** and the Rate Sheet set forth in ***Exhibit B***, which is attached to this Agreement and incorporated herein by reference. The Contractor acknowledges and affirms that the City may rely upon ***Exhibit B*** in the preparation of Work Order(s) as provided herein. The Contractor shall, within forty-eight (48) hours and in good faith, confirm the scope of services detailed

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therein and the associated 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 Project in the timeframes specified in the Work Order. The Contractor assumes all responsibility and risks, including any additional work or additional costs, for failure to confirm the completeness and accuracy of the Work Order and the Project Amount. Confirmation includes, but is not restricted to, inspections of the Project site and inquiries with the Department as to any directions or specifications in the Work Order which are not clear. Upon the Contractor confirming the Work Order, with or without changes or corrections, the Department will notify the Contractor to proceed on the assigned Project and acknowledging or denying any corrections or changes to the Work Order or Project Amount requested by the Contractor.

F. Work Order Change: If, after the Department notifies the Contractor to proceed to perform a Work Order and commencement on the Project, additions, deletions or modifications to the Work described in the Work Order, along with any associated changes in the Project Amount, are required by the Department or are requested by the Contractor and approved in advance by the Department, an Work Order Change, in the form attached hereto and incorporated herein as ***Exhibit D***, will be issued by the Department to the Contractor in accordance to the same standards and procedures prescribed for Work Orders. The Contractor shall promptly and thoroughly review and respond to the proposed changes, in accordance to the same standards and procedures prescribed for Work Orders and notify the Department that the Contractor is ready and willing to perform the Project in the manner and timeframes as modified by the amended Work Order.

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 this agreement. 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 Agreement. 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

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furnish the Executive Director or their designee with satisfactory evidence of the kind and quality of Items proposed to be incorporated into the Work. At any time while this Agreement 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 Project Manager 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 Executive Director or their designee or ten (10) calendar days after City is notified of Work completion, whichever is sooner. If the Work performed is determined by the Executive Director or their designee 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 Executive Director or their designee, and promptly notify the Executive Director or their designee 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 Agreement and applicable Work Order, 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 Work Order Completion Date set forth in a Work Order may result, at the discretion of the Executive Director or their designee, in termination of this Agreement, or in assessment of liquidated damages under Section 7 of Agreement.

L. Subcontracting: Except as approved by the Executive Director or their designee 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.

3. 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 Agreement and shall be performed in an orderly and responsible manner in accordance with recognized standards and the plans and specifications contained in this Agreement or provided to the Contractor by the City. If the City reasonably believes that the Work is not proceeding satisfactorily or

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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 Agreement 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 Executive Director or their designee may, at the Executive Director's or their designee's discretion, undertake such repair or replacement and deduct the cost of the same from amounts payable to the Contractor under this Agreement.

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

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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 Executive Order 115 and 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 Agreement.

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 Agreement and shall not permit the same to become delinquent. The Contractor shall not permit any lien, mortgage, judgment, execution or adjudication of bankruptcy which will in any way impair the rights of the City under this Agreement. The Contractor will indemnify and save harmless the City for the extent of any and all payments, interests, and penalties resulting from failure to comply with this section. The Contractor's obligations set out in this section shall survive the termination of this Agreement.

J. Environmental Compliance: The Contractor shall obtain all necessary federal, state, and local environmental permits and comply with all applicable federal, state, and local

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environmental permit requirements relating to the Work. The Contractor shall comply with all applicable local, state, and federal environmental guidelines, rules, regulations, statutes, laws, and orders (collectively, "**Environmental Requirements**"), including but not limited to Environmental Requirements regarding the storage, use, transportation, and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. The term "Hazardous Materials" shall mean asbestos and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), any petroleum products, natural gas, radioactive source material, pesticides, any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, and chemical substance as defined at 15 U.S.C.§ 2602(2) of the Toxic Substances Control Act, and any guidelines issued and rules or regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

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

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

4. TERM: The term of this Agreement will commence upon August 1, 2026, and will continue through July 31, 2029 (the "Term"). The Term may be extended on the same terms and conditions, for two (2) optional (1) one-year renewal terms, upon written amendment to this Agreement prior to the expiration of the current term. Subject to the Executive Director's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Executive Director. The Contractor agrees to comply with all applicable Contract close-out procedures and requirements set forth in the Contract and as otherwise directed by the Executive Director or their designee.

5. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount: Each Project will be assigned and authorized separately by Work Order and the maximum liability of the City for any one Work Order shall not exceed the sum of **SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS ($750,000.00)**, including all authorized Work Order changes, without the prior written approval of the Executive Director or their designee. The Maximum Contract Amount to be paid by the City to the Contractor for satisfactory completion of all Work Orders authorized by the City and performed by the Contractor under this Agreement shall in no event exceed the sum of **SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS ($750,000.00)**, unless this Agreement is modified to increase said amount by a duly

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authorized and written amendment to Agreement executed by the Parties in the same manner as Agreement. The Maximum Contract Amount stated herein is not intended, and shall not be construed, as a promise or guarantee to the Contractor that the final price payable to the Contractor for all of the authorized Work will equal the Maximum Contract Amount.

B. Conditions of Payment: Payment shall be made upon satisfactory completion of the Work in accordance with the Work Order issued and this Agreement. A properly issued and signed final receipt and lien waiver shall be a condition precedent to any obligation for the City to make final payment for Work performed by the Contractor. 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. The request for payment must be approved by the Executive Director or their designee in writing in order to be eligible for compensation under this Agreement. Any payment may be reduced by any liquidated damages assessed by the Executive Director or their designee under sub-section 7.D.2 below.

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 Agreement, encumbered for the purpose of this Agreement and paid into the Treasury of the City. The Contractor acknowledges that (i) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement 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 Agreement, and that any work performed by the Contractor beyond that specifically described or allowed under this Agreement or without a fully and properly executed amendment to this Agreement is performed at the Contractor's risk and without authorization under this Agreement.

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

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6. FINANCIAL ASSURANCES: *Reserved.*

7. TERMINATION & REMEDIES:

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

B. Termination, With Cause, by the City: The occurrence of any one or more of the following shall constitute a breach of this Agreement ("**Breach**"), for which the Executive Director may, at the Executive Director's option, either terminate Agreement or withdraw a Work Order, 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 Agreement, including the due diligence obligations set forth in section 1 of this Agreement or the Work methods under section 2 of this Agreement, provided that the failure or refusal to undertake, make good progress, or complete the Work is not due to matters beyond the Contractor's control such as weather disaster or persistent bad weather, floods, or other acts of God, civil unrest, acts of the public enemy, national calamity, or strike at a manufacturer or supplier for the 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 the 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 Scope of Work;

4) The Contractor has submitted one or more requests for payment under this Agreement 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 Agreement without obtaining the Executive Director's written consent or not in conformance with this Agreement;

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

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

8) Any lien is filed against City property because of any act or omission of

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the Contractor and is not timely discharged, unless the Contractor furnishes to the City such bond or other financial assurance reasonably acceptable to the Manager 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 Agreement;

11) The Contractor fails, within three (3) calendar days of being notified, to comply with, or fails to compel its subcontractors to comply with, the prevailing wage requirements or other City ordinances applicable to the type and nature of Work being performed under this Agreement; 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 Agreement by the City, with cause, under sub-section 7.B above, the Contractor shall be compensated for the Work that the Executive Director or their designee 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 7.D.2. below; 2) the costs of releasing any liens or satisfying any claims related to the Contractor's Work; and 3) the costs of paying a new contractor for those services necessary to complete or rectify the Contractor's Work or to repair or replace any damaged or lost property caused by the Breach of this Agreement. The Contractor shall have no claim of any kind whatsoever against the City for any termination with cause, except for compensation for the Work satisfactorily performed as described herein.

D. Remedies:

1) ***Termination:*** For any termination with cause of this Agreement, the City shall have the right to any or all of the following remedies through the courts or other means of legal recourse available to the City: a) cancellation of the 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 Work or in completing or rectifying the Work or in retaining and compensating another contractor to complete or rectify the Work, to the extent not covered in sub-section 7.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 Executive Director or their designee determines, for a Breach of Agreement under sub-section 7.B above, not to terminate this Agreement but to apply liquidated damages as provided in this paragraph, the Contractor shall be liable to the City for liquidated damages in the amount of one hundred dollars ($100.00) per day, calculated from the day that

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the Executive Director or their designee issues notice to the Contractor of a Breach under sub-section 7.B through a) the day before the Breach is remedied, or b) the day before a new Work Order or Agreement is executed with another contractor to perform the Work, as so determined by the Executive Director or their designee. 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 this Agreement or litigation.

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

9. 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 Agreement. Furthermore, it is understood and agreed that nothing in this Agreement is intended, or shall be construed, to constitute a joint venture between the Parties.

10. INSURANCE:

A. General Conditions: The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of this Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of this 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, the Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not

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

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

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

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

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

G. Commercial General Liability: The Contractor shall maintain a Commercial General Liability insurance policy with 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: The Contractor shall maintain Automobile Liability with minimum limits of $1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement. If transporting wastes, hazardous material, or regulated substances, the Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the Contractors Pollution Liability policy shall be acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

I. Builder's Risk or Installation Floater: The Contractor shall maintain limits equal to the completed value of the project. Coverage shall be written on an all risk, replacement cost basis including coverage for soft costs, flood and earth movement, if in a flood or quake zone, and, if

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applicable, equipment breakdown including testing. The City and County of Denver, the Contractor, and subcontractors shall be Additional Named Insureds under the policy. Policy shall remain in force until acceptance of the project by the City.

J. Contractor's Pollution Liability: The Contractor shall maintain minimum limits of $1,000,000 per occurrence and $2,000,000 policy aggregate. Policy to include bodily injury; property damage including loss of use of damaged property; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and cleanup costs. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

K. Additional Provisions:

(a) For claims-made coverage:

(i) 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) The 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.

11. DEFENSE AND INDEMNIFICATION:

A. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are due to the negligence or fault of the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

B. The Contractor's duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether suit has been filed and even if the Contractor is not named as a Defendant.

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

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

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protection.

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

12. 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.

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

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

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

16. ASSIGNMENT; SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations under this Agreement without obtaining the Executive Director's prior written consent. The Contractor shall not subcontract performance obligations under this Agreement without obtaining the Designee's prior written consent or in emergency situations, through a Field Order Directive. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement by the City. The Executive Director (in the case of an assignment) and the Designee (in the case of a subcontract) has sole and absolute discretion whether to consent to any assignment or subcontracting. The Executive Director has sole and absolute discretion to terminate this 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.

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17. INUREMENT: The rights and obligations of the parties to this 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 this Agreement.

18. NO THIRD-PARTY BENEFICIARY: Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in this 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 this Agreement is an incidental beneficiary only.

19. 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.

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

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

22. CONFLICT OF INTEREST:

A. No employee of the City shall have any personal or beneficial interest in the services or property described in this 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 this 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 this Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

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

By Contractor to:

Executive Director of General Services
201 West Colfax Avenue Dept. 603
Denver, Colorado 80202

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With a copy of any such notice to: Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

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

24. DISPUTES: All disputes between the City and the Contractor arising out of or regarding this Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

25. GOVERNING LAW; VENUE: This 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 this 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 this Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

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

27. 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.

28. PREVAILING WAGES:

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

Date bid or request for qualifications/proposals was advertised: June 1, 2026.

B. 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

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issuance date is applicable. Unless expressly provided for in this Contract, the Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

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

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

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

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

29. SMALL BUSINESS ENTERPRISE REQUIREMENTS:

A. This Agreement is subject to Article V of Chapter 28, Denver Revised Municipal Code ("D.R.M.C."), designated as §§ 28-117 to 28-199 (the "Goods and Services Ordinance"); and any Rules and Regulations promulgated pursuant thereto. In accordance with § 28-142, D.R.M.C., the Contractor shall self-perform no less than **thirty percent (30%)** of the total amount of this Agreement.

B. Under § 28-146, D.R.M.C., the Contractor has an ongoing, affirmative obligation to comply with the SBE defined selection pool requirements and self-performance requirements upon which this Agreement was awarded, unless the City initiates a material modification to the Scope of Work affecting Contractor's Scope of Work under this Agreement through change order or contract amendment under § 28-147, D.R.M.C. The Contractor acknowledges that:

(1) It must establish and maintain records and submit regular reports, as required, which will allow the City to assess the Contractor's compliance with the defined selection pool requirements and self-performance requirements.

(2) The Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the Scope of Work of this Agreement, upon any of the bases under § 28-147, D.R.M.C., regardless of whether such increase or decrease in Scope of Work has been reduced to writing at the time of notification of the change to the City. Any increase in the Scope of Work of this Agreement, whether by amendment or other modification, which increases the dollar value of this Agreement, if such change is within the Scope of Work designated for performance by the Contractor, shall be promptly submitted to the DSBO.

(3) The Contractor shall achieve defined selection pool and self-performance requirements by performing such work as required under the contract and the Goods and Services Ordinance.

(4) The Contractor shall supply to DSBO documentation required by ordinance with respect to the increased dollar value of this Agreement. The Contractor shall not, during the term of this Agreement:

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i. Fail to in fact perform as an SBE to achieve the work scope originally listed at proposal submission in order to achieve defined selection pool and self-performance requirements; or

ii. Modify or eliminate all or any portion of the Scope of Work based on the contract as awarded, unless otherwise directed by the City.

(5) Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-150 of the Goods and Services Ordinance.

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

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

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

32. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE: This Agreement consists of sections 1 through 37 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	Scope of Work, Technical Requirements, and General Conditions
Exhibit B	Billing Rates
Exhibit C	Work Order Form
Exhibit D	Work Order Change Form
Exhibit E	Certificate of Insurance
Exhibit F	Prevailing Wage Rate Schedules

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

Contract Text: **Exhibit A; Exhibit B; Exhibit C; Exhibit D; Exhibit E; Exhibit F**

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

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limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

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

35. 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.

36. CITY EXECUTION OF CONTRACT: This 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.

37. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: The Contractor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature under this 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 this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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

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Contract Control Number: GENRL-202685194-00
Contractor Name: WILDERNESS CONSTRUCTION CO.

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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

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Contract Control Number: GENRL-202685194-00
Contractor Name: WILDERNESS CONSTRUCTION CO.

By: DocuSigned by: Thomas Ochs 71D3FC1B5D114F6...

Name: Thomas Ochs
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

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EXHIBIT A

ON-CALL FRAMING & DRYWALL SERVICES

SCOPE OF WORK, TECHNICAL REQUIREMENTS AND GENERAL CONDITIONS

SCOPE OF WORK / REQUIREMENTS:

Contractor shall provide all necessary labor, materials, equipment, tools, and qualified/trained personnel to perform **On-Call Framing & Drywall Services** to the highest level of industry standards at various Citywide locations, excluding Denver International Airport. Exact quantities or work are unknown as the resulting work assignments under this contract will be on an as-needed basis; the City is not required to order more than the City's actual requirements.

Work assignments may include but are not limited to:

1. New Drywall installation
   The type of work shall include the installation of new drywall panels in areas where no drywall currently exists or areas under renovation.
   The contractor is required to:
   - Review architectural drawings and specifications to ensure accurate installation according to design requirements.
   - Procure necessary materials, including drywall panels, fasteners, joint compound and tape, while adhering to project budget and timeline.
   - Prepare surfaces by ensuring proper framing, insulation, and vapor barrier installation as necessary. Install drywall panels in designated areas, ensuring precise measurements, alignment, and secure attachment to framing.
   - Apply joint compound, embed tape, and finish seams to achieve a smooth, uniform surface ready for finishing treatments.
   - Complete final finishing touches and cleanup, leaving the work area in a tidy and safe condition.

2. Remove and dispose of drywall affected by water intrusion or other causes, and install new drywall as needed.
   The type of work shall include the removal and disposal of drywall when damage is beyond repair due to water infiltration or other exterior causes.
   The contractor is required to:
   - Safely remove damaged drywall, insulation, and any compromised framing materials, taking precautions to minimize dust and debris. Ensure the affected areas are thoroughly dried and free of moisture before initiating drywall installation.
   - Remove any remaining damaged drywall, including sections affected by mold or mildew growth, and properly dispose of all removed materials.
   - Prepare the framing or structure as necessary to provide a stable and suitable surface for drywall installation.
   - Repair damaged or deteriorated drywall by replacing sections as necessary, including structural elements if required.
   - Replace damaged drywall panels with new materials of comparable thickness and quality.

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- Cut and fit replacement drywall sections to match existing dimensions and configurations.
- Securely fasten drywall panels in place using appropriate fasteners and techniques to ensure stability and structural integrity.
- Safely remove wallpaper and other elements on adjacent surfaces in the affected areas as needed using appropriate techniques and tools, taking care to avoid damage to underlying drywall.
- Tape and mud seams to create smooth, seamless joints between drywall panels.
- Apply multiple coats of joint compound and sand surfaces to achieve a uniform and level finish as required.
- Complete final finishing touches and cleanup, leaving the work area in a tidy and safe condition.

Work shall be performed at any City facility or location, excluding Denver International Airport. City facilities and locations include All in Mile High ("AIMH") sites. AIMH sites are the City's 24/7 residential shelter properties used to house people experiencing homelessness and may include people with mental health and addiction issues, among other conditions. AIMH sites are secure facilities; however, no security escort will be provided to the contractor during service work. If a contractor does not want to perform services at an AIMH site, the contractor must notify the City at the time of request.

Contractor shall be able to provide on-call services during both the City's Standard Work Hours (7:00 A.M. through 5:00 P.M. Monday through Friday) and the City's Non-Standard Work Hours (5:00 P.M. through 7:00 A.M Monday through Friday, weekends, and all City holidays or periods of closure).

Contractor shall furnish all transportation, signage, or any and all other necessary implements to successfully perform any work order. The contractor shall, if requested, furnish evidence as to the kind and quality of materials, equipment and/or articles used.

Whenever building materials will be disturbed, renovated, are damaged, or need to be demolished, the contractor shall contact the Denver Department of Public Health and Environment with the scope of work prior to commencing work in order to evaluate any potential environmental concerns or abatement needs. **In the event friable asbestos or other hazardous material is encountered, contractor shall notify the City and the City will be responsible for abatement.**

Contractor is to be present on the job site or represented by an employee fully controlled by them, with authority to interact with the City representatives and always supervise the work is being performed in accordance with industry standards. Contactor is to create schedules for doing work and adhere to these schedules. When the contractor begins working on the project, the contractor is to continue until the work is completed. Upon request by the City, the contractor shall be required to provide a progress report for any work order.

All Materials left over from a job but charged to the City and all equipment or materials removed from the City's facilities shall remain the property of the City unless identified and released by the City's representative as unsalvageable waste. Waste from the job shall be removed from the City's premises and disposed of properly by the contractor and in compliance with XO 115 at the Denver Arapahoe Disposal Site (DADS).

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

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All requests for quotations for a service or project shall be performed at no charge to the City.

LICENSES / CERTIFICATES / PERMITS / LAWS:

Contractor shall obtain, hold and keep in force any licenses, certificates or permits which are considered standard in the framing and drywall industry. Some work may require a Specialty Class D certificate issued by the City corresponding to the work being performed. Information about Specialty Class D certificates can be found at: Specialty Class D certificates. The City shall maintain sole discretion to determine which licenses, certificates or permits are required.

All costs related to any license, certificate or permit shall be built into the contractor's hourly labor rate (see Exhibit B) and shall not be billed separately. The City shall not reimburse or in any way compensate the contractor for the cost of any license, certificate or permit required to perform the work herein outside of the proposed rates in Exhibit B.

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

ON-CALL SERVICES PROCEDURES:

The on-call work process is to include the following:

- A City approved scope of work with specifications
- A quote from the contractor
- Issued work order from the City

Authorized service calls will be ordered from the City using the procedures described below. Services performed without following the procedure shall be considered unauthorized, and payment for such services may be rejected. In general, the City strives to ensure an equitable distribution of both projects and total fee dollars between all contractors within the on-call pool. However, there are instances when the City requires specialty services or unique experience that may only be available from a single contractor; in these situations, the City reserves the right to select the most appropriate contractor for the work.

The process for assigning specific work within the on-call contracts may occur in three ways.

1. When the City identifies a need for services with the estimated cost of $24,999.99 or less, the City will select an contractor from the on-call pool. The contractor must have sufficient funding capacity remaining in their contract for the project and will be selected on a rotating basis. The contractor will have two business days to respond and furnish a quote before the City moves to the next contractor in the on-call pool.

2. If the estimated cost of the project is between $25,000 and $149,999.99, the City will typically conduct a mini-bid process to solicit proposals from at least three contractors from the on-call pool that have sufficient funding capacity remaining in their contracts for the project and will be selected on a rotating basis. The proposals from the mini-bid process will be evaluated based on pricing and the lowest bid will be awarded the project. Once the project has been awarded through selection or the mini-bid process, the General Services Contracts Office will issue a Work Order in correspondence with the proposal to be completed by the contractor.

3. If the cost estimate for a given project is greater than $150,000, a public solicitation may be issued through the General Services Contracts Office.

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The contractor will not be able to perform work or invoice the City for services until an executed work order has issued by the General Services Contracts Office.

CONSTRUCTION AND REMODELING CONTRACTING PROVISIONS:

Contractor shall ensure that any and all installation work be in complete compliance with City of Denver Building and Fire Codes.

The City shall at all times have the right to inspect the work and materials used in the construction of the improvements. The contractor shall furnish all reasonable aid and assistance required for the proper examination of the work and all parts thereof. The contractor shall regard and obey directions and instructions of the City's Executive Director of General Services or their authorized inspectors, when such directions or instructions are consistent with the plans and specifications for the improvements to be constructed hereunder; provided, however, that should the contractor object to any order given by the City's authorized inspector, they may make a written application to the City's Executive Director of General Services for their decision, which decision shall be final and conclusive. Such inspection shall not relieve the contractor from the obligation to construct the improvements strictly in accordance with the approved plans and specifications or any approved modification thereof.

PROTECTION OF PROPERTY:

The contractor shall assume full responsibility and expense for the protection of all public and private property, structures, watermains, sewers, utilities, etc., both above and below ground, at or near the site or sites of the work being performed under the contract, or which are in any manner affected by the prosecution of the work or the transportation of people and materials in connection therewith. The contractor shall give reasonable written notice in advance to the Department of the City having charge of any property or utilities owned by the City and to other owner or owners of public or private property or utilities when they will be affected by the work to be performed under the contract, and shall make all necessary arrangements with such department, departments, owner or owners for the removal and replacement or protection of such property or utilities.

METHODS OF OPERATION:

Construction work started by the contractor must be continuously and actively prosecuted with an optimum complement of workmen and equipment to expedite completion in the shortest possible time. The contractor shall not organize to do the construction work without the approval of the City designated Project Manager. All work shall be accomplished by workers proficient and experienced in the trades required and in an orderly and responsible manner in accordance with recognized standards and work plans and specifications. Premises shall be kept clean and neat. Materials, scrap and equipment not having further use at the site shall be promptly removed from the job site. Disposal of contractor's waste materials in the City's containers is prohibited unless prior permission has been granted.

OSHA GUIDELINES:

The contractor shall be familiar with and operate within the guidelines as set forth by the Occupational Safety and Health Act. For all operations requiring the placement and movement of the contractor's equipment, contractor shall observe and exercise and compel their employees to observe and exercise all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and City personnel. All ladders, scaffolding or other devices used to reach the surface of objects not otherwise accessible, shall be of sound construction, firm and stable, and shall be maintained in good condition. All such equipment shall be moved

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onto the areas where they are required, placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety to persons and property and cause the least possible interference with the normal usage of such areas by the public and City personnel.

CONTRACTOR'S PERFORMANCE:

The Executive Director of General Services, or their authorized representative, will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the aforementioned officials, performance becomes unsatisfactory, the City shall notify the contractor.

The contractor will be required to correct any specific instances of unsatisfactory performance within the timeframe specified in a Notice of Deficiency issued by the Executive Director of General Services. 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 contractor. Repeated incidences of unsatisfactory performance will result in cancellation of the agreement for default.

The City may administer a performance management program as part this contract. The purpose of this program is to create a method for documenting and advising the City of exceptional performance or any problems related to the purchased goods and services. The Contractor may be required to furnish a performance report to the General Services Contracts Office on an annual basis, no later than the anniversary date of the applicable City Contract. Contractor will be required to provide specific reporting/data as request by the General Services Contracts Office.

BACKGROUND CHECKS AND DISQUALIFICATION:

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

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

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

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

All Contractor employees are required to self-disclose to the Contractor any criminal charges and convictions and

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

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

In addition to the foregoing background check, certain City locations require employees to pass a National Crime Information Center (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:

- All Denver Police Department Facilities (Academy and Precincts)
- All Denver Sheriff Department Facilities
- Denver Animal Shelter
- Traffic Operations
- Denver Human Services – Castro Building
- Other City locations may also require a NCIC background check

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

All Denver law enforcement is now requiring that the Federal CJIS background check be completed to work at any site connected to law enforcement for the City and County of Denver.

The CJIS background check can be completed through the CBI – Vendor Management Program as a CJIS Support Vendor.

Please use Google Chrome.

1) Please go to the CBI Vendor Management website or https://cbi.colorado.gov/sections/cjis-security/cjis-vendor-management-program. Please click on the CJIS Support Vendor link in the left-hand navigation pane. Click on the individual tabs to learn about the program and how to apply.

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2) You will be applying to be part of the CBI Vendor Management Program. To apply for this, you will need documentation that states that you are contracted to do work with one of the safety agencies for the City and County of Denver: DPD, DSD, 911, or Department of Safety.

3) Once you have this document, you will need to submit the following:
   a. An application to create a fingerprint account.
   b. The vendor agreement.
   c. The above referenced contractual document with one of the safety agencies for the City and County of Denver.
   d. An IRS form W-9 for review. If they are approved, you will receive the code to use for fingerprinting.

4) Once you have completed the fingerprinting, background check and testing, and are a minimum of CJIS Support Vendor – Security & Privacy: Basic Role, please submit the company name and listed individual names to NCICBackgroundandCJISRequests@denvergov.org.

5) Once this is complete, badges will be provided for the duration of the project and then must be returned.

6) This background check process is good for one year in any safety facility within Colorado as long as the individual is employed/linked with the vendor. If the individual leaves the employment of the vendor, please notify CBI and General Services Contract Office. Any subsequent arrest notification on the individual would mark the vendor as ineligible for the CBI Vendor Management Program.

7) If you have concerns or questions, please contact CBI at: cdps.cbi.cjisvendors@state.co.us

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

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)
- City Requester or Project Manager
- Itemized material charges, including unit of measurement (see subparagraph)
- Labor charges (see subparagraph)
- Total charge
- Additional detail may be requested by the City

Contractor shall also provide monthly statement billing (if required by the City). On-call jobs must be invoiced within thirty (30) calendar days from completion of work.

Invoices will be submitted for payment upon completion of work and after inspection of work is completed by assigned City Requestor and/or Project Manager.

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

LABOR CHARGES:
Labor charges are to be itemized by labor classification (including the labor classifications of approved subcontractors), the number of hours worked under each classification, and the labor rate (including fringe benefits) paid for each classification. The not to exceed labor markup listed in Exhibit B should be included as an itemized labor cost. The labor markup is the maximum amount that the contractor may charge over current Prevailing Wage rates as determined by the Auditor's Office.

The net Hourly Rates quoted shall be billed for on-site time only. Separate "trip-charges" and "travel time" will not be paid for by the City.

All requests for quotations shall be performed at no cost to the City. The labor and materials markups listed in Exhibit B include all transportation, parking, signage, and overhead costs. No additional fees of any kind may be charged if they are not specifically allowed in the text of this contract. It is the contractor's responsibility to negotiate the inclusion of any additional charges prior to executing this agreement. Overtime labor expenses will require approval in advance by the Executive Director of General Services. The overtime labor expense shall only apply to the overtime rate of the prevailing wage hourly rate + fringe benefit hourly rate. The labor markup shall remain firm and fixed and will be applied to all billable labor hours.

MATERIALS CHARGES:
All charges for materials must be itemized to include the type of material or part, the unit of measurement, and the actual cost before markup. The material mark-up for billable material shall remain firm and fixed for the full term of the contract to include any term extensions. The use of contractor owned equipment to carry out and perform work assignments under this contract will not be reimbursed to the contractor. The hourly labor markup charged by the contractor shall cover the use of the contractor owned tools, equipment and other contractor expenses required to perform work assignments.

All Materials left over from a job but charged to the City and all equipment or materials removed from the City's facilities shall remain the property of the City unless released by the City' representative as unsalvageable waste. Waste from the job shall be removed from the City's premises and disposed of properly by the contractor.

CONTRACTOR PRICING:

All pricing quoted shall be firm and fixed for the initial term of the agreement. Pricing shall be in the format contained in Exhibit B of the contract.

The total hourly rate billed to the City shall be the prevailing wage hourly rate + fringe benefit hourly wage for each applicable position plus the labor markup rate for each labor hour billed to the city. Any applicable "markup" costs shall remain firm and fixed for the full term of the contract, to include the initial term and any term extensions. The hourly labor markup rate shall cover all tools, equipment (excluding rentals), signage, fuel costs, parking expenses, trip charges, service truck and any other contractor overhead expenses. Equipment rental charges will require proper back-up documentation (see last paragraph of this section).

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Labor markup rate shall be the maximum amount the contractor is able to bill over current Prevailing Wage hourly rates plus hourly fringe benefits as determined by the Auditor's Office. This markup for on-call service allows for the contractor to competitively bid jobs when a mini-bid is required. Applicable Prevailing Wage Rates will remain fixed until the first anniversary of the solicitation date. "Journeyman" is defined for purposes of this agreement as a tradesman, craftsman or technician, skilled in the service performed, who is regularly paid at least the prevailing wage for the trade, and who has a minimum of five years of experience or certification of completion of a bona fide apprenticeship program for the trade, fully competent to do the work, and may apply at any gender. Contractor with apprentices who are registered with (BAT) the Bureau of Apprenticeship & Training may use those rates to calculate their quoted hourly rate. Note that BAT limits the ratio of apprentice to journeyman to a 1 to 1 ratio.

Administrative Support is defined as the contractor's personnel that is responsible for invoicing, billing, scheduling, and any other administrative duties that prevailing wage is not applicable to.

Materials markup shall be a fixed percentage over materials cost. The materials markup percentage shall remain firm and fixed for the full term of the contract to include the initial term and all term extension options. All charges for materials must be itemized to include the kind of material or part, the unit of measurement, and the actual cost before markup.

Proper back-up information shall be provided with project invoices for equipment and tool rentals fees. The contractor is expected to provide the required tools and equipment per industry standards needed to complete work assignments. The use of the contractor owned equipment to carry out and perform work assignments under this contract will not be reimbursed to the contractor. The hourly labor markup charged by the contractor shall cover the use of the contractor owned tools, equipment and other contractor expenses required to perform work assignments.

PRICING UPDATES:

Pricing is firm and fixed for the initial contract term. At the request of the contractor, the hourly labor markup above prevailing wage rate may be adjusted for each term extension, if the contract term is extended by the City.

Pricing update requests must be received by the City on or before the Request Due Date in the table below and will be reviewed for approval. Any approved adjustment shall be the lesser of 3.5% or the percentage increase in Producer Price Index **(**WPU802**)** as published by the Federal Reserve Economic Data (FRED) for the PPI Period identified in the table below.

Contract Year	*Request Due Date	PPI Period	*Increase Effective Period
4	2/1/2029	10/1/2027-9/30/2028	Contract Anniversary Date
5	2/1/2030	10/1/2028-9/30/2029	Contract Anniversary Date
[redacted]	*Request is submitted to GSContracts@denvergov.org	[redacted]	*If approved by the City

ENVIRONMENTAL MANAGEMENT SYSTEM, ENVIRONMENTAL POLICY AWARENESS AND COMPLIANCE:

Some City operations can pose risks to human health and the environment. Proactive environmental management can reduce risk and prevent harm. The Denver Environmental Performance Program (DEPP) is the City's ISO 14001 Environmental Management System (EMS). The DEPP ensures that all aspects of City operations with the

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potential to cause significant environmental impacts are proactively managed. The DEPP reinforces the City's position that each person providing products or services to the City, the City's business partners, is responsible for conducting activities in a manner consistent with the City's environmental policy. The DEPP also requires business partners ensure the competency of their staff with respect to their environmental impacts and duties.

The Environmental Policy of the City & County of Denver, may be found at: https://www.denvergov.org/files/assets/public/public-health-and-environment/documents/eq/2017-denver-environmental-policy.pdf

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

Contractor shall provide products and services under this agreement consistent with the City's Environmental Policy and any environmental performance goals identified by the agency for whom the contractor is performing work. Upon request by the City, the contractor may be required to furnish SDS sheets for any and all chemicals to be used in the performance of each work project.

Contractor shall safely disposal of all materials used in this project in accordance with EPA guidelines and regulations.

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

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

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

- Green Seal approved products and services
- EPA Safer Choice labeled products
- EPA Energy Star and Water Sense certified products
- Cradle to Cradle (C2C) v2 and v3 certified products
- GreenScreen® certified products
- Conformance with California Code of Regulations for maximum allowable VOC content
- Products integrating pre-measured dispensing, or automated dispensing and mixing
- Products with high recycled material and post-consumer waste content
- Products or packaging that can be recycled (using local recycling options)
- Products with reusable, interchangeable and returnable containers and applicators
- Products with minimal or no packaging
- Service providers who support empty pallet, container, and drum takeback

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- Neutral pH products (pH between 5 and 9)
- Non-flammable products (flash point >140F)
- Bio-based materials (per ASTM D6866)

Product or service attributes that minimize:

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

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

- Products which liberate ammonia (CAS 7664-41-7)
- Products containing the following substances, except in trace amounts (< 0.1%):
    - alkylphenol ethoxylates
    - 1,4-dioxane (CAS 123-91-1)
    - Nitrilotriacetic acid (CAS 139-13-9)
    - 2-butoxyethanol or 2-butoxyethanol acetate (CAS 111-76-2, and CAS 112-07-2)
    - ethanolamine (CAS 141-43-5)
    - phosphates and phosphonates
- Products with a Flashpoint of less than 140°F
- Products with an extreme pH
- Strong chemical oxidizers and peroxide forming chemicals
- Products whose principal ingredients are readily absorbed through skin, or rapidly destroy skin or the mucous membranes.
- Products supplied without durable labels describing chemical contents, hazards, precautions, and instructions for use and disposal.
- Products for the safe use of which workers must use specialized respiratory protection.
- The following products and services are prohibited from procurement under this IFB:
- All products containing chlorinated or halogenated hydrocarbons i.e., chlorinated solvents (typically paint strippers, brake cleaners, degreasers, and some lubricants)
- Per- and polyfluoroalkyl substances, ‘PFAS’
- Products containing Category 1 carcinogens, known mutagens, and known teratogens
- Products containing chemical compounds deemed by DDPHE to present an undue risk to human health or the environment in their use or disposal. Consult with DDPHE for review as appropriate.

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EXHIBIT B - Pricing Matrix

Exhibit B - Pricing Matrix - On-Call Framing & Drywall Services	
Personnel Classification	Billing Rate Per Hour
Administrative Support	$98.00/hr
Labor Markup Above Prevailing Wage Rate - Standard Work Hours (Monday through Friday 7:00 A.M through 5:00 P.M)	$29.22/hr
Labor Markup Above Prevailing Wage Rate - Non-Standard Work Hours (5:00 P.M. through 7:00 A.M. Monday through Friday, weekends, and City holidays)	$43.83/hr
Labor Markup Above Prevailing Wage Rate - All in Mile High sites - Standard Work Hours (Monday through Friday 7:00 A.M through 5:00 P.M.)	$29.22/hr
Labor Markup Above Prevailing Wage Rate - All in Mile High sites - Non-Standard Work Hours (5:00 P.M. through 7:00 A.M. Monday through Friday, weekends, and City holidays)	$58.44/hr
Material Markup	20%
3rd Party Equipment Rental Markup	20%
When applicable, 3rd party equipment rental will be reimbursed to the successful Contractor at cost + equipment markup, no additional cost will be approved for equipment rental. Equipment rental shall be approved by the City prior to equipment being rented by the Contractor. Contractor shall submit necessary backup information as requested by the City.	

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GENERAL SERVICES ON-CALL CONTRACT WORK ORDER FORM

CONTRACTS OFFICE
DENVER GENERAL SERVICES

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

Work Order Title & Description:

Contractor Name:

Agency Requester:

Contract No.:

Agency:

Workday Contract No.:

Requester Phone # and Email:

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

Send Invoices To (email):

Emergency Auth. Code:
*As applicable

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

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

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

The Lump Sum of ($XX.XX):

Work Order Completion Date*:
*Form will not be accepted without a completion date.

Liquidated Damage:

Accepted for Contractor By:

Contractor Email:

Contractor Signature:

Title:

Date:

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

_____
By Using Agency – Administrative or Budget Office Date

APPROVALS

_____
Approved by Requestor, Date

_____
Approved by Division Director Date

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

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GENERAL SERVICES ON-CALL CONTRACT WORK ORDER CHANGE FORM

CONTRACTS OFFICE
DENVER GENERAL SERVICES

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

Work Order Title:

Contractor Name: On-Call Contract No.:

Supplier ID No.: Workday PO No.:

Agency: Agency Requestor:

Fund/Cost Center/Spend Category:

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

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

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

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

Work Order Revised Completion Date:

Accepted for Contractor By: Contractor Signature:

Title: Date:

WORKDAY PO NO.: **CHANGE REQUEST SUMMARY**

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.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/8/2026

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

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

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	**CONTACT NAME:** Maria Corona **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** mcorona@holmesmurphy.com
INSURED WILCONPC2 Wilderness Construction Co. 2600 E. 74th Avenue Denver, CO 80229	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Berkley Assurance Company / 39462 **INSURER B :** Selective Insurance Company of SE / 39926 **INSURER C :** Pinnacol Assurance Company / 41190 **INSURER D :** The Continental Insurance Company / 35289 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 343646967 **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X 2,500 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y	Y	S2570827	7/1/2026	7/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	S2570827	7/1/2026	7/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	S2570827	7/1/2026	7/1/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	4259269	7/1/2026	7/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A B D	Pollution/Professional Liab. Installation Floater Excess Liability			PCXB50316840726 S2570827 704422729	7/1/2026 7/1/2026 7/1/2026	7/1/2028 7/1/2027 7/1/2027	$2MOcc/$2MAgg $500,000 Limit $4,000,000 Limit	$10,000 Deductible $1,000 Deductible

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

RE: IFB 1037A-2026
Title: Citywide On-Call Framing & Drywall Services

City and County of Denver, its elected and appointed officials, employees and volunteers are Additional Insured on General Liability, Automobile Liability, and Umbrella as required by written contract with the insured, per policy terms and conditions.

See Attached...

CERTIFICATE HOLDER

City and County of Denver, Department of Transportation and Infrastructure
201 W. Colfax Avenue, Dept. 1110
Denver CO 80202
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Kari Cooley

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AGENCY CUSTOMER ID: WILCONPC2

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Holmes Murphy & Associates	**NAMED INSURED** Wilderness Construction Co. 2600 E. 74th Avenue Denver, CO 80229
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The General Liability, Automobile Liability, Umbrella, and Workers Compensation includes a Waiver of Subrogation in favor of City and County of Denver, its elected and appointed officials, employees and volunteers as required by written contract with the insured, per policy terms and conditions.

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Docusign Envelope ID: 9BA2BEA0-11E1-8376-80C9-ED54BF3C76A5 EXHIBIT F

City and County of Denver

TIMOTHY M. O'BRIEN, CPA
AUDITOR

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

2026 Building General Wage Decision

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: February 11, 2026
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Thursday, February 12, 2026,** 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 four stories) in accordance with the Denver Revised Municipal Code, § 20-76(c).

General Wage Decision No. CO20260020

Superseded General Decision No. CO20250020
Modification No. 1
Publication Date: 02/12/2026
(5 pages)

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

Attachments as listed above.

In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on August 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis-Bacon classifications under $19.29 to comply with the city's new minimum wage effective January 1st, 2026.

General Decision Number: CO20260020 01/2/2026

Superseded General Decision Number: CO20250020

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 four stories.)

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

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

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

- Executive Order 14026 generally applies to the contract.
- The contractor must pay all covered workers at least $19.29 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 2026.

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

- Executive order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least $19.29 per hour (or the applicable wage determination, if it is higher) for all hours spent performing on that contract in 2026.

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

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

MODIFICATION NUMBER	PUBLICATION DATE
0	01/02/2026

ASBE0028-002 07/01/2025	RATES	FRINGES
ASBESTOS WORKER/HEAT & FROST INSULATOR – MECHANICAL (DUCT, PIPE & MECHANICAL SYSTEM INSULATION)	$36.98	$16.82

CARP0055-002 05/01/2025	RATES	FRINGES
CARPENTER (DRYWALL HANGING ONLY)	$35.10	$13.84

CARP1607-001 06/01/2025	RATES	FRINGES
MILLWRIGHT	$42.50	$19.02

ELEC0068-012 06/01/2025	RATES	FRINGES
ELECTRICIAN (INCLUDES LOW VOLTAGE WIRING)	$46.80	$19.53

ELEV0025-001 01/01/2025	RATES	FRINGES
ELEVATOR MECHANIC	$59.05	$40.92

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.

ENGI0009-017 05/01/2024

POWER EQUIPMENT OPERATOR (CRANE)	RATES	FRINGE
141 TONS AND OVER	$39.80	$15.20
50 TONS AND UNDER	$35.78	$15.20
51 TO 90 TONS	$36.09	$15.20
91 TO 140 TONS	$37.34	$15.20

IRON0024-010 11/01/2024	RATES	FRINGES
IRONWORKER, STRUCTURAL/ORNAMENTAL	$39.21	$12.79

IRON00847- 11/01/2024	RATES	FRINGES
IRONWORKER, REINFORCING	$57.15	$3.65

PAIN0079-006 08/01/2024	RATES	FRINGES
PAINTER (BRUSH, ROLLER, AND SPRAY; EXCLUDES DRYWALL FINISHING/TAPING)	$28.41	$11.76

PAIN0079-007 08/01/2024	RATES	FRINGES
DRYWALL FINISHER/TAPER	$29.11	$11.76

PAIN0419-001 06/01/2022	RATES	FRINGES
SOFT FLOOR LAYER (VINYL AND CARPET)	$19.29	$14.33

PAIN0930-002 07/01/2025	RATES	FRINGES
GLAZIER	$37.26	$13.15

PLUM0003-009 06/01/2025	RATES	FRINGES
PLUMBER (EXCLUDES HVAC DUCT, PIPE AND UNIT INSTALLATION)	$47.23	$21.68

PLUM0208-008 06/01/2025	RATES	FRINGES
PIPEFITTER (INCLUDES HVAC PIPE AND UNIT INSTALLATION; EXCLUDES HVAC DUCT INSTALLATION)	$45.40	$22.43

SFCO0669-002 04/01/2025	RATES	FRINGES
SPRINKLER FITTER (FIRE SPRINKLERS)	$48.60	$27.57

SHEE0009-004 07/01/2025	RATES	FRINGES
SHEET METAL WORKER (INCLUDES HVAC DUCT INSTALLATION; EXCLUDES HVAC PIPE AND UNIT INSTALLATION)	$43.05	$22.75

SUCO2013-006 07/31/2015	RATES	FRINGES
BRICKLAYER	$23.95	$0.00
CARPENTER: ACOUSTICAL CEILING INSTALLATION ONLY	$22.40	$4.85
CARPENTER: METAL STUD INSTALLATION ONLY	$20.81	$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	$19.81	$5.22
LABORER: MASON TENDER – BRICK	$21.35	$0.00
LABORER: MASON TENDER – CEMENT/CONCRETE	$22.35	$0.00
LABORER: PIPELAYER	$19.86	$3.68
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE	$20.78	$5.78
OPERATOR: BOBCAT/SKID STEER/SKID LOADER	$20.10	$3.89
OPERATOR: GRADER/BLADE	$21.50	$0.00
ROOFER	$19.31	$0.00
TRUCK DRIVER: DUMP TRUCK	$19.43	$0.00
WATERPROOFER	$19.29	$0.00

Welders – Receive rate prescribed for craft performing operation to which welding is incidental.

Administrator Supplemental Rates

Specific to the Denver projects: Revision Date: 02/06/2026

CLASSIFICATION	BASE	FRINGE
BOILERMAKER	$30.97	$21.45
LABORER: CONCRETE SAW	$19.29	$0.00
PAPER HANGER	$20.15	$6.91
PLASTERER	$34.55	$13.00
PLASTER TENDER	$20.32	$0.00
TRUCK DRIVER: FLATBED	$19.35	$10.07
TRUCK DRIVER: SEMI	$19.58	$10.11
BUILDING ENGINEER	$37.30	$8.65

CLASSIFICATION: POWER EQUIPMENT OPERATOR	BASE	FRINGE
CONCRETE MIXER — LESS THAN ONE YD	$23.67	$10.67
CONCRETE MIXER – 1 YD AND OVER	$23.82	$10.68
DRILLERS	$23.97	$10.70
LOADER – UP TO AND INCLUDING SIX CU YD	$23.67	$10.67
LOADERS – OVER SIX CU YD	$23.82	$10.68
MECHANIC	$19.29	$0.00
MOTOR GRADER	$23.97	$10.70
OILERS	$22.97	$10.70
ROLLER	$23.67	$10.67

Go to www.DenverGov.org/Auditor to view the Prevailing Wage Clarification Document for complete list of classifications used.