

**TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 58, SERIES 2022**

**A RESOLUTION APPROVING THE CONTRACT WITH  
HS INC DBA SERVICE MASTER CLEAN FOR JANITORIAL SERVICES**

**WHEREAS**, the Town Council of the Town of Timnath (“Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

**WHEREAS**, the Town owns buildings and seeks services to maintain the cleanliness of each property; and

**WHEREAS**, the Town Council is familiar with the properties and finds it to be in the best interest of the Town, its residents, and the general public.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO as follows:**

**Section 1. Approval**

The required agreement is hereby approved for the janitorial services. The required agreements may be finalized by the Town Manager in consultation with the Legal Counsel, and other applicable staff or consultants.

**INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON NOVEMBER 8, 2022.**

**TOWN OF TIMNATH, COLORADO**

  
\_\_\_\_\_  
Mark J. Soukup, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Milissa Peters-Garcia, CMC  
Town Clerk



**INDEPENDENT CONTRACTOR AGREEMENT  
(Janitorial Services)**

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This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “Agreement”), is entered into as of the 8<sup>th</sup> day of November, 2022, by and between THE TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado (the “Town”), and HS, Inc. dba ServiceMaster Janitorial Solutions, a Colorado Corporation (the “Contractor”). The Town and the Contractor are referred to herein individually as a “Party” and collectively as the “Parties.”

**RECITALS**

WHEREAS, the Town was organized pursuant to Title 31 of the Colorado Revised Statutes to provide certain services within its corporate boundaries;

WHEREAS, the Town is authorized to contract for the provision of such services pursuant to §§ 31-15-101 *et seq.*, C.R.S.;

WHEREAS, funds have been budgeted and are available for the work to be performed by the Contractor under this Agreement, and other necessary approvals have been obtained;

WHEREAS, the Town desires to engage the Contractor to render the services described in this Agreement; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**TERMS AND CONDITIONS**

1. **SCOPE OF SERVICES.** The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Services”): (a) in a professional manner, to the satisfaction of the Town, using the degree of skill and knowledge customarily employed by other professionals performing similar services in the area of the Town; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the Town. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the Town in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or

through other authorization expressly delegated to or authorized by the Town through the Town Council.

2. TERM/RENEWAL.

a. This Agreement shall be effective as of January 1, 2023 and shall terminate on the earlier to occur of: (i) termination pursuant to Section 19 hereof; (ii) completion of the Services; or (iii) December 31, 2023. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the Town determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew for each succeeding year for up to (4) four additional one (1) year terms commencing January 1 of the next succeeding year.

b. This Agreement is contingent upon and subject to approval by the Town Council. If such approval is granted after the effective date, the effective date shall be extended until such approval is received.

3. ADDITIONAL SERVICES. The Town may request, in writing, the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the Town pursuant to a written service/work order executed by an authorized representative of the Town and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the Town has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the Town immediately of any and all damage caused by the Contractor to Town property and that of third parties. The Contractor will promptly repair or, at the Town's option, reimburse the Town for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the Town of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the Town the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities

necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the Town or any agent of the Town and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the Town's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the Town of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "Laws" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, subconsultant or employee of the Town. Review, acceptance or approval by the Town of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the Town, at the Town's request, on or before the 25<sup>th</sup> of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("Monthly Report").

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the Town in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the Town of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the Town with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("W-9"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit A-1**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10<sup>th</sup> of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the Town to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The Town shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the Town after the 10<sup>th</sup> of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the Town within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. Interest on late payments, if any, shall be paid by the Town at the statutory rate. The Town may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the Town to do so. In the event a Town Council meeting is not scheduled in time to review payment of an invoice, the Town hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 28, without the need for additional Town Council approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the Town's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by the Town Manager or applicable Department Head, as appropriate, subject to ratification at the next succeeding special or regular Town Council meeting.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the Town. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the Town, and shall be responsible for supervising its own employees or subcontractors. The Town is concerned only with the results to be obtained. The Town shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, subcontractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the Town, and the Contractor will comply with all employment laws relative to such employees, including but not limited to Wage and Hour laws, Worker Compensation Laws, Immigration Laws and OSHA-type laws. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the Town, and the Contractor is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

10. PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION: EMPLOYEE MEMBERSHIP. Contractor agrees that, concurrent with execution of this Agreement, Contractor will disclose to the Town the membership status of any of Contractor's employees that are members of the Colorado Public Employees' Retirement Association pursuant to §§ 24-51-301 *et seq.*, C.R.S. Failure to meet this requirement shall be a material breach of this Agreement, and the Town's obligations to perform under this Agreement are specifically conditioned on Contractor's performance as required under this Section 10.

11. EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

12. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the Town, its directors, officers, employees and agents is required for

Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the Town as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the Town may carry, and any insurance maintained by the Town shall be considered excess. The Town shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the Town with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit B-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the Town and the Contractor, provided, however, that subcontractors of the Contractor shall not be required by the Town to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

### 13. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the Town and given to the Contractor by the Town, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the Town deems confidential, or which the Town has agreed to hold confidential, or which, if revealed to a third party, might reasonably be construed to be contrary to the interests of the Town. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the Town; or (iii) independently developed by the Contractor without use of the Town's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the Town and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the Town shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the Town may disclose Personal Identifying Information to the Contractor. "Personal Identifying Information" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the Town, the Contractor agrees to notify the owner of conflicts known to the Contractor that impact the Contractor's provision of Services to the Town.

14. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the Town under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the Town's request, the Contractor will provide the Town with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the Town's use and shall provide such copies to the Town upon request at no cost.

15. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any Town assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the Town's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the Town. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 16(b), below.



16. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the Town and each of its directors, officers, contractors, employees, agents and consultants (collectively “Town Indemnitees”), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the “Claims”), including reasonable legal expenses and attorneys’ fees actually incurred, by the Town Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor’s performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the Town Indemnitees for the negligence of the Town or the negligence of any other Town Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers’ compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. The Contractor will at all times indemnify, defend and hold harmless the Town Indemnitees from and against any liability for claims and liens for labor performed or materials used or furnished in the performance of Contractor’s Services, including any costs and expenses incurred in the defense of such claims and liens, reasonable attorneys’ fees and any damages to the Town resulting from such claims or liens. After written demand by the Town, the Contractor will immediately cause the effect of any suit or lien to be removed from the Town’s property. In the event the Contractor fails to do so, the Town is authorized to use whatever means in its discretion it may deem appropriate to cause said lien or suit to be removed or dismissed, and the costs thereof, together with reasonable attorneys’ fees, will be immediately due and payable by the Contractor or may, at the Town’s option, be offset against any sums due and payable to Contractor pursuant to this Agreement. In the event a suit on such claim or lien is brought, the Contractor will, at the option of the Town, defend said suit at its own cost and expense, with counsel satisfactory to the Town and will pay and satisfy any such claim, lien, or judgment as may be established by the decision of the Court in such suit. The Contractor may litigate any such lien or suit, provided the Contractor causes the effect thereof to be removed promptly in advance from the Town’s property.

c. This indemnity coverage shall also cover the Town’s defense costs in the event that the Town, in its sole discretion, elects to provide its own defense. The Town retains the right to disapprove counsel, if any, selected by the Contractor to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised. In the event the Contractor fails to assume the defense of any Claims under this Section 16 within fifteen (15) days after notice from the Town of the existence of such Claim, the Town may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel.

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 with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 16. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the Town's protection in the performance of this Agreement. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

17. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the Town. Any attempted assignment of this Agreement in whole or in part with respect to which the Town has not consented, in writing, shall be null and void and of no effect whatsoever.

18. SUBCONTRACTORS. The Contractor is solely and fully responsible to the Town for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the Town's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities, or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the Town. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in Section 16 of this Agreement holding the Town harmless for the acts of the subcontractor. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for Services rendered prior to the date of any such termination. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the Town.

19. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for cause or for convenience by the Contractor upon delivery of thirty (30) days' prior written notice to the Town and by the Town by giving the Contractor thirty (30) days' prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the party given such notice within the cure period set forth in Section 19. Such notice shall not be required for automatic expiration under Section 2, above. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the Town to ensure a timely and efficient transition of all work and work product to the Town or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the Town.

20. **DEFAULT.** If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 21 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

21. **NOTICES.** Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 21 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

To the Town:	Town of Timnath 4750 Signal Tree Drive Timnath, CO 80547 970-224-3211 (phone) 970-224-3217 (fax)
With copy to:	TIMNATH TOWN ATTORNEY 4750 Signal Tree Drive Timnath, Colorado 80547 (970) 224-3211 (phone) (970) 224-3217 (fax)

Contractor: ServiceMaster Janitorial Solutions  
3054 Lake Canal court, Suite 120  
Fort Collins, CO 80524  
Attention: Steve Knudsen  
(phone) 970-482-6707  
email@ sknudsen@svmfc.com

22. AUDITS. The Town shall have the right to audit, with reasonable notice, any of the Contractor's books and records which may be necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of the Agreement and to make the same available to the Town at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

23. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the Town.

24. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

25. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

26. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the Town is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the Town's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the Town shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the Town's request, the Contractor will consent to being joined in litigation between the Town and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the Town to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

27. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

28. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The Town does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the Town pursuant to this Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. The Contractor expressly understands and agrees that the Town's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Town and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the Town, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Town or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Town funds. The Town's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

29. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Town, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available to the Town pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S.

30. NEGOTIATED PROVISIONS AND PRIORITY. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement. In the event of a conflict between the terms of the body of this Agreement and the Exhibits attached to this Agreement, the terms of the body of this Agreement shall control. Any waiver of liability or

warranty or requirement for payment of attorneys' fees by the Town contained in any Exhibit shall not be binding against the Town.

31. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

32. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

33. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202 *et seq.*, C.R.S.

34. STANDARD OF CARE. In providing Services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time.

35. TAX EXEMPT STATUS. The Town is exempt from Colorado State sales and use taxes. Accordingly, taxes from which the Town is exempt shall not be included in any invoices submitted to the Town. The Town shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

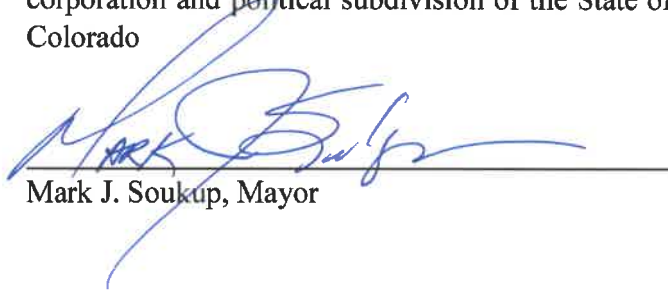
36. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

*[Remainder of page intentionally left blank. Signature pages follow].*


IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

TOWN:

TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado

  
Mark J. Soukup, Mayor

ATTEST:

  
Milissa Peters-Garcia, CMC Town Clerk

APPROVED AS TO FORM:

DocuSigned by:  
  
F44B3963ECD949F...  
Carolyn Steffl, Special Counsel to Town

***Town's Signature Page to Independent Contractor Agreement for Janitorial Services with the Town of Timnath and ServiceMaster Janitorial Solutions, dated November 8, 2022***

HS, Inc., dba ServiceMaster Janitorial Solutions :  
a Colorado Corporation

DocuSigned by:



D33A8C0813974A2...

Printed Name: Steve Knudsen

Title: Owner

***Contractor's Signature Page to Independent Contractor Agreement for Janitorial Services  
with the Town of Timnath and ServiceMaster Janitorial Solutions, dated November 8, 2022***



**EXHIBIT A**  
**SCOPE OF SERVICES**

“Services will be provided one time per week per the ServiceMaster suggested Task Schedule below subject to increase to two times per week at the discretion of the Town.”

Services to the homes at 4014 Main, 4201 Main and 5125 4<sup>th</sup> and the Wildwing house, will be provided approximately one time per quarter, as coordinated with the Town.

4750 SIGNAL TREE DR.  
TIMNATH, CO  
(970) 224-3211  
(970) 224-3217 – FAX

# Town of Timnath

## REQUEST FOR PROPOSALS SPECIFICATIONS

### I SCOPE OF WORK

The Town is seeking proposals from qualified applicants compliant to background checks and screenings to engage in janitorial services at Town of Timnath buildings at the following addresses.

<i>Timnath Town Center</i>	<i>Timnath Public Works</i>	<i>New PD Station</i>	<i>Vacant Building</i>
<i>4750 Signal Tree Dr.</i>	<i>4800 Goodman St.</i>	<i>4700 Timnath Trail Road</i>	<i>4104 Main St</i>
<i>Timnath, CO 80547</i>	<i>Timnath, CO 80547</i>	<i>Timnath, CO 80547</i>	<i>Timnath, CO 80547</i>
<i>Community Park Restroom</i>	<i>Wildwing House</i>	<i>Home</i>	<i>Home</i>
<i>5500 Summerfields Pkwy</i>	<i>2221 County Line Rd</i>	<i>4201 Main Street</i>	<i>5125 4<sup>th</sup> Ave</i>
<i>Timnath, CO 80547</i>	<i>Timnath, CO 80547</i>	<i>Timnath, CO 80547</i>	<i>Timnath, CO 80547</i>

**Background Information:** Town of Timnath was incorporated on July 6, 1920 and adopted its home rule charter on November 3, 2015. Timnath is located due east of Fort Collins in Larimer County and sits at a major regional crossroad at the intersection of I-25 and Harmony Road.

#### **Building Information:**

\*Timnath Town Center is roughly 16,500 Square Feet. This building has 2 levels. The first level includes Council Meeting room, a community room, a large gathering space, public restrooms that have 4 stalls, a family restroom, the Clerk wing with three offices and two restrooms. The second level have Administrative wing with seven offices and a Community development wing with four offices and six cubicles and two restrooms.

\*Timnath Public Works Building is roughly 8,800 Square Feet with 2,000 Square feet attached garage. This building has several cubicles, offices, a large conference room, a kitchen area and 2 bathrooms with 2 stalls.

\*New PD Station is currently under construction. The final building will consist of roughly 22,000 Square Feet. This new building will have restrictive access and may require specific cleaning times. Since this building is under construction we ask that this be bid on square footage until we know what the final scope will be. A final scope will be determined no later than six months of this building opening.

\*Vacant Building located at 4104 Main Street is roughly 2,500 Square feet. This building is vacant that is used for storage.

\*Community Park Restrooms consist of two restroom buildings. The first building is 1,000 square foot restroom building and is a year-round building. The second building is roughly 1,500 restroom and storage facility and is a summer only facility.

\*Wildwing house located at 2221 County Line Road is roughly 2,100 Square feet. This building is vacant and used for Storage.

\*Home located at 4201 Main Street. This home is roughly 1,750 Square feet with four bedrooms and two bathrooms.

\*Home located at 5125 4<sup>th</sup> Avenue. This home is roughly 1,300 Square feet with three bedrooms and two bathrooms.

**Janitorial Services Overview:** This janitorial services agreement shall be awarded to the best qualified company that meets all requirements outlined by the Town. This agreement shall be a multi-year contract.

The janitorial services shall include the following components and services at a minimum:

**A. Minimum Cleaning Services Requested:**

- 1) Office areas, Conference Rooms, Hallways and Entry Ways
  - a) Vacuum all carpeted floors completely, move furniture (chairs and other small items) and put back in place, with a HEPA vacuum.
  - b) Empty, wipeout and disinfect all trash cans and replace trash bags in containers.
  - c) Wet mop all appropriate areas.
  - d) Clean entrance door glass-interior and exterior.
  - e) Clean interior and exterior of glass in public waiting areas (Town Administrative Building).
  - f) Thoroughly clean all door saddles of dirt and debris.
  - g) Disinfect all doorknobs.
  - h) Wet clean all open areas on desktops.
  - i) Dust partitions, windowsills, pictures, office equipment, counters, chairs, shelves, walls and any all-other horizontal surfaces not listed with treated dust clothes.
  - j) Clean, sanitize, and polish drinking fountains.
- 2) Restrooms
  - a) Restock all restrooms with supplies from stock, including paper towels, toilet tissue and hand soap as necessary.
  - b) Wash and polish all mirrors, dispensers, faucets, flushometers, and bright work with non-abrasive disinfectant cleaners.
  - c) Wash and sanitize all toilets, toilet seats, urinals, sinks and counter tops.
  - d) Remove stains; descale toilets, urinals, and sinks, as needed.
  - e) Mop all restroom floors with disinfectant and germicidal solution.
  - f) Empty and sanitize all waste receptacles.
  - g) Remove restroom trash.
  - h) Clean fingerprints, marks and graffiti from walls, partitions, glass, aluminum, and light switches.
  - i) Maintenance showers to be cleaned and sanitized.
- 3) Kitchen/Break Area
  - a) Restock kitchen with supplies from stock, including paper towels, kitchen towels and hand soap as necessary.
  - b) Wash and polish faucets and sink basins with non-abrasive disinfectant cleaners.
  - c) Wash and sanitize all countertops.
  - d) Mop kitchen floors with disinfectant and germicidal solution.
  - e) Empty and sanitize all waste receptacles.
  - f) Remove kitchen trash.
  - g) Clean and sanitize water dispensers.
  - h) Clean inside of microwave.

- 4) Park Restroom Building
  - a) Exterior Doors
  - b) Drinking Fountains
  - c) Windows
  - d) Underside of Canopy (when necessary ex: cobwebs)
  - e) Making sure to keep the chase area organized.

**B. Minimum Monthly Services**

- 1) Office Areas, Conference Rooms, Hallways and Entry Ways
  - a) Dust all low reach and high reach areas including, but not limited to, chair mats, structural and furniture ledges, baseboards, and tops of door frames.
  - b) Dust inside of all door jams.
  - c) Wipe clean and polish all metal and bright work.
  - d) Clean all blinds.
  - e) Maintain and clean janitor's closet and supply closet.
- 2) Restrooms
  - a) Dust all low reach and high reach areas including, but not limited to, structural ledges, mirror tops, partition tops and edges.
  - b) In all restrooms, keep floor drains filled with water and/or deodorizer.
  - c) Wipe down all walls and metal partitions.
  - d) Dust all doors and door jams.
- 3) Kitchen/Break area
  - e) Wipe down all walls.
  - f) Disinfect the outside of all kitchen appliances including, but not limited to, the refrigerator, coffee maker and toaster.
  - g) Wipe down all cabinet doors.

**C. General Conditions**

- 1) The contractor must furnish green cleaning products to clean the Town of Timnath buildings.
  - a) PROVIDE COST OF GREEN PRODUCTS
- 2) The contractor must complete work within the hours determined for each location. Please note the hours for the new police station will be finalized within six months of the opening of the building.
  - a) PROVIDE HOURLY RATE
- 2) Only cleaning personnel will be allowed in the Town facilities. No children, relatives, friends, spouses, or pets are allowed in the facility.
- 3) Contractors and employees are responsible for ensuring all keys and key fobs are handled properly: locking all doors and removing all keys to prevent any unauthorized person(s) from entering the building. The contractor will be required to pay for re-keying the locks if any of the keys are lost by the contractor or their employees.
- 4) Contractors and employees entering the Police Station building are required to submit background checks and undergo screenings.

## EXHIBIT A

### **Improved Technology for Improved Cleaning**

ServiceMaster is the industry leader in fusing technology into our cleaning process. Research and development are ongoing to ensure our cleaning teams are incorporating the latest industry advancements to achieve the cleanest, healthiest environment. In addition, incorporating these technologies & processes can play an important role in helping your facility achieve LEED compliance.

#### **Micro-Fiber Towels**

ServiceMaster has replaced conventional cleaning cloths with a micro-fiber system, which cleans greener and dryer while removing more dust contaminants. ServiceMaster uses a color coded Micro-fiber system, which virtually eliminates cross-contamination.

- Micro-fiber is 1/16 the size of a human hair and holds eight times in weight in water.
- The tiny fibers penetrate the microscopic pores of surfaces increasing cleaning quality and saving time in the process.
- Micro-fiber is positively charged and literally removes 100% of all dust particles.

#### **Back Pack Vacuum's with Hepa Filters**

Our backpack vacuums have a four-level filtration for exceptionally clean and healthy indoor air quality. These powerful vacuums:

- Capture up to 99% of dust mites, pollen, viruses, bacteria, and chemical residue.
- Leave less dust in your environment so there is less dust to collect on equipment and furniture.
- Help reduce the risk of respiratory infection
- Create a healthier environment for your facility

#### **Hospital Grade Disinfectants**

- When needed we have a quaternary disinfectant we can use which is the same disinfectant we use in surgery rooms.
- Efficacy studies for SaniMaster are available upon request.

#### **GreenSeal Certified Chemicals**

ServiceMaster offers GreenSeal Certified products which are:

- Highly effective cleaning solutions
- Designed to meet environmental standards
- Comply with all OSHA standards and regulations



## ServiceMASTER Suggested Task Schedule

- 1) Office areas, Conference Rooms, Hallways and Entry Ways
  - a) SPOT vacuum all carpeted floors completely, move furniture (chairs and other small items) AS NEEDED and put back in place, with a HEPA vacuum.
  - b) Empty, wipeout and disinfect all trash cans and replace trash bags in containers AS NEEDED.
  - c) Wet mop all appropriate areas AS NEEDED.
  - d) Clean entrance door glass-interior and exterior.
  - e) SPOT Clean interior and exterior of glass in public waiting areas (Town Administrative Building).  
Full waiting area window cleaning semi-annually
  - f) Thoroughly clean all door saddles of dirt and debris AS NEEDED.
  - g) Disinfect all doorknobs.
  - h) Wet clean all open areas on desktops AS NEEDED.
  - i) Dust partitions, windowsills, pictures, office equipment, counters, chairs, shelves, walls and any all-other horizontal surfaces not listed with treated dust clothes AS NEEDED.
  - j) Clean, sanitize, and polish drinking fountains.
  
- 2) Restrooms
  - a) Restock all restrooms with supplies from stock, including paper towels, toilet tissue and hand soap as necessary.
  - b) Wash and polish all mirrors, dispensers, faucets, flushometers, and bright work with non-abrasive disinfectant cleaners AS NEEDED.
  - c) Wash and sanitize all toilets, toilet seats, urinals, sinks and countertops.
  - d) Remove stains; descale toilets, urinals, and sinks, as needed.
  - e) Mop all restroom floors with disinfectant and germicidal solution.
  - f) Empty and sanitize all waste receptacles AS NEEDED.
  - g) Remove restroom trash.
  - h) Clean fingerprints, marks and graffiti from walls, partitions, glass, aluminum, and light switches.
  - i) Maintenance showers to be cleaned and sanitized AS NEEDED.
  
- 3) Kitchen/Break Area
  - a) Restock kitchen with supplies from stock, including paper towels, kitchen towels and hand soap as necessary.
  - b) Wash and polish faucets and sink basins with non-abrasive disinfectant cleaners
  - c) Wash and sanitize all countertops.
  - d) Mop kitchen floors with disinfectant and germicidal solution.
  - e) Empty and sanitize all waste receptacles AS NEEDED.
  - f) Remove kitchen trash.
  - g) Clean and sanitize water dispensers.
  - h) Clean inside of microwave.

## EXHIBIT A



# Price List

## Janitorial Services As Outlined In The Enclosed Task Schedule:

	Town of Timnath Task Schedule			ServiceMASTER Suggested Task Schedule		
	Hours Budgeted per cleaning	Monthly cost of 1x a week	Monthly cost of 2x a week	Hours Budgeted per cleaning	Monthly cost of 1x a week	Monthly cost of 2x a week
Timnath Town Center	20	\$2,773	\$5,380	10.25	\$1,421	\$2,558
Timnath Public Works	6	\$832	\$807	4	\$555	\$998
New Police Station (approx)	27.5	\$3,813	\$3,699	13	\$1,803	\$1,749
	Cleaning 1x Quarter		Cleaning on demand			
	Hours Budgeted	Price	Hours Budgeted	Price		
Vacant Building 4104 Main	6	\$330	7.5	\$413		
Wildwing house	9	\$495	11.25	\$619		
Home 4201 Main	9	\$495	11.25	\$619		
Home 5125 4th	5	\$275	6.25	\$344		
	Hours Budgeted per cleaning	Monthly cost of 3x Week	Monthly cost of 2x Week	Monthly cost of 1x Week	1x Week Year Round Building	
Community Park RR	2	\$1,170	\$780	\$390	included in 1x service	
Type of Cleaning	Hourly Rate					
Weekday Evening Janitorial	\$32					
Weekend Evening Janitorial	\$45					
Day Janitorial cleaning	\$45					
On demand/quarterly daytime Janitorial	\$55					
Daytime Graffiti/Vandalism Cleaning	Hourly Rate					
Initial 1 hour of work	\$300					
additional hours billed at	\$50					
24/7 Cleaning/Flood/Fire/board-up						
Base Call	\$325					
Hourly rate	125					

**EXHIBIT A-1**  
**CONTRACTOR'S COMPLETED W-9**



## EXHIBIT B

### INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 12 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate, and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
  - a. premises operations;
  - b. personal injury liability without employment exclusion;
  - c. limited contractual;
  - d. broad form property damages;
  - e. medical payments;

**This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the Town covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the Town. Such bond shall protect the Town against any fraudulent or dishonest act which may result in the loss of money, securities,

or other property belonging to or in the possession of the Town. Said bond shall be in an amount as determined by the Town, from a surety acceptable to the Town.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

**EXHIBIT B-1**  
**CERTIFICATE(S) OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/31/2022

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

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

<b>PRODUCER</b> Brown & Brown of Colorado, Inc. 4532 Boardwalk Dr., Suite 200  Fort Collins CO 80525	<b>CONTACT NAME:</b> Jody Harris <b>PHONE (A/C, No, Ext):</b> (970) 482-7747 <b>FAX (A/C, No):</b> (970) 484-4165 <b>E-MAIL ADDRESS:</b> 266.Certificates@bbrown.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>	<b>INSURER A:</b> Capitol Specialty Insurance Corp <b>NAIC #</b> 10328
HS Inc, dba ServiceMaster of Fort Collins dba ServiceMaster of Loveland dba ServiceMaster Janitorial Solutions 3054 Lake Canal Ct #120 Fort Collins CO 80524	<b>INSURER B:</b> Union Insurance Company      25844
	<b>INSURER C:</b> Pinnacol Assurance      41190
	<b>INSURER D:</b> North American Specialty Insurance Company
	<b>INSURER E:</b> Philadelphia Indemnity Insurance Company      18058
	<b>INSURER F:</b>

**COVERAGES      CERTIFICATE NUMBER: CL2253174321      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution/Mold <input checked="" type="checkbox"/> CPL/Professional GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		EV20191351-04	06/01/2022	06/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>			CPA 3277639	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			EX20191352-04	06/01/2022	06/01/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4166362	06/01/2022	06/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Town of Timnath is included as an additional insured when required by written contract as per policy forms and conditions.

<b>CERTIFICATE HOLDER</b>  Town of Timnath 4750 Signal Tree Drive  Timnath CO 80547	<b>CANCELLATION</b>  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  
--	--

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_\_ of \_\_\_\_\_

AGENCY Brown & Brown of Colorado, Inc.		NAMED INSURED HS Inc, dba ServiceMaster of Fort Collins dba ServiceMaster of	
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: Notes

**Cyber Liability Insurance:**

Policy underwritten by North American Specialty Insurance Company - Insurer "D"  
 Policy #C-4LWN-110045-CYBER-2022  
 Policy Term: 06/01/2022 to 06/01/2023  
 Occurrence Limit: \$1,000,000

**Employment Practices Liability Insurance:**

Policy underwritten by Philadelphia Indemnity Insurance Company - Insurer "E"  
 Policy #PHSD1706919  
 Policy Term: 06/01/2022 to 06/01/2023  
 Occurrence Limit: \$1,000,000

**Crime Insurance:**

Policy underwritten by Union Insurance Company - Insurer "B"  
 Policy #CPA 3277639  
 Policy Term: 06/01/2022 to 06/01/2023  
 Employee Theft Limit: \$25,000

**Hired Auto Physical Damage Insurance:**

Policy underwritten by Union Insurance Company - Insurer "B"  
 Policy #CPA 3277639  
 Policy Term: 06/01/2022 to 06/01/2023  
 Comprehensive Deductible \$100  
 Collision Deductible \$500

**Leased/Rented Equipment Insurance:**

Policy underwritten by Union Insurance Company - Insurer "B"  
 Policy #CPA 3277639  
 Policy Term: 06/01/2022 to 06/01/2023  
 Limit: \$25,000

When required by written contract, the following form(s) may apply:

**General Liability:**

Blanket Additional Insured - Ongoing Operations  
 Blanket Additional Insured - Completed Operations  
 Blanket Waiver of Subrogation  
 Primary & Non-Contributory

**Pollution Liability:**

\$1,000,000 Separate & Dedicated Limit outside of the General Liability Limit listed on page 1

**Automobile Liability:**

Blanket Additional Insured  
 Blanket Waiver of Subrogation

**Workers Compensation:**

Blanket Waiver of Subrogation - Form 359-B

Umbrella policy is follow form

**EXHIBIT C**

**CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE**

EXHIBIT C

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

HS Inc

is a

Corporation

formed or registered on 05/21/2013 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20131300222 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/25/2022 that have been posted, and by documents delivered to this office electronically through 10/26/2022 @ 15:05:50 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/26/2022 @ 15:05:50 in accordance with applicable law. This certificate is assigned Confirmation Number 14418793 .



Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*