

**CITY AND COUNTY OF DENVER  
DEPARTMENT OF PUBLIC WORKS**

**CONTRACT NO. 201947369  
ON-CALL BRIDGE AND STRUCTURAL CONSTRUCTION SERVICES**

**CONTRACT**

**THIS CONTRACT AND AGREEMENT**, made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the "City," party of the first part, and **HALLMARK, INC.**, a Colorado Corporation located at 5085 Harlan Street, Denver, CO 80212, hereinafter referred to as the "Contractor," party of the second part,

**WITNESSETH**, Commencing on November 2, 2018 and for at least three (3) days the City advertised a solicitation for qualifications from qualified general contractors to perform services for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the following:

**On-Call Bridge and Structural Construction Services**

**WHEREAS**, submittals pursuant to said advertisement have been reviewed, evaluated and ranked by a selection committee and a recommendation was made to the Executive Director of Public Works, who has recommended that a Contract for said work be made and entered into with the above-named Contractor, and

**WHEREAS**, said Contractor is now willing, able and has the present capacity to perform all of said work in accordance with this Construction Contract, said advertisement and the referenced selection documents.

**NOW THEREFORE**, in consideration of the compensation to be paid the Contractor, the mutual agreements hereinafter contained, and subject to the terms hereinafter stated, it is mutually agreed as follows:

**1. CONTRACT DOCUMENTS**

It is agreed by the parties hereto that the following list of documents, instruments, technical specifications, plans, drawings and other materials which are attached hereto and bound herewith, incorporated herein by reference or otherwise referenced in these documents constitute and shall be referred to either as the "Contract Documents" or the "Contract," and all of said documents, instruments, technical specifications, Plans, Drawings and other materials taken together as a whole constitute the Contract between the parties hereto, and they are as fully a part of this agreement as if they were set out verbatim and in full herein:

*Notice of Requests for Qualifications  
Requests for Qualifications  
Contractor Statement of Qualifications  
Article III, Divisions 1, 2, and 3 of Chapter 28, D.R.M.C.  
Addenda (as applicable)  
Equal Employment Opportunity Provisions (Appendix A and Appendix F)  
Contract Form*

*General Contract Conditions (incorporated by reference only)*  
*Special Contract Conditions*  
*Notice to Apparent Successful Proposer*  
*ACORD Certificate of Insurance*  
*\*Performance and Payment Bond*  
*\*Change Rider*  
*\*Proposal Request*  
*\*Proposal Request Pricing Worksheet*  
*\*Work Order*  
*\*Work Order Notice to Proceed*  
*\*Contractor's Work Order Certification of Payment Form*  
*\*Work Order Final/Partial Lien Release Form*  
*\*Work Order Final Receipt*  
*\*Work Order Change Orders (as applicable)*  
*Federal Requirements (as applicable)*  
*Prevailing Wage Rate Schedule(s)*  
*Technical Specifications (as applicable)*  
*Work Order Contract Drawings (as applicable)*  
*Work Order Scope of Work (as applicable)*  
*Work Order Accepted Shop Drawings (as applicable)*

\*Forms attached to Special Conditions

## **2. SCOPE OF WORK**

This Contract contemplates performance of construction services by the Contractor on a variety of, as yet to be identified, City construction Projects on an “as needed” or “on call” basis. Work on any assigned Project may require completion within a short time duration or may be of an emergency or time sensitive nature and prompt turnaround of Projects will be required. As such the Contractor shall have all necessary resources available, on an as-needed basis, to complete each such Project when directed by the City during the Term of the Contract, in accordance with the terms and conditions of this Contract. The Contractor agrees to price all Work described in any Proposal Pricing Request issued hereunder, in accordance with the prices for covered items and terms and conditions contained herein and further agrees to and shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to perform and complete all of the Work described in any Work Order issued by the City in accordance with the terms and conditions set forth herein.

## **3. TERMS OF PERFORMANCE**

For any proposal Pricing Request submitted to the Contractor by the City for pricing, the Contractor agrees to review and, in good faith, submit comprehensive prices for each such Request within fourteen (14) consecutive calendar days of the issuance of such Request. In the event the City elects, at its sole discretion, to issue a Work Order pursuant to such a Request, the Contractor agrees to undertake the performance of all work described or referenced in the Pricing Request and Work Order and all other work necessary to complete the project in accordance with all plans and specifications within ten (10) consecutive calendar days of the issuance of a Notice to Proceed for the referenced Work Order. The Contractor agrees to satisfactorily perform and complete all Work or effort required to complete the scope of work or project described in each issued Work Order within the period of performance specified in the Work Order and Notice to Proceed, plus such extensions of time as may be granted by the Executive Director in accordance with the provision of the General Contract Conditions and Special Contract Conditions incorporated herein.

**4. TERMS OF PAYMENT**

The City agrees to pay the Contractor for the performance of all of the Work required under each authorized Work Order, in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions. In no event, however, shall the total amount of compensation paid to the Contractor by the City exceed the maximum contract amount specified herein.

**5. NO DISCRIMINATION IN EMPLOYMENT**

In connection with the performance of work under this contract, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

**6. COMPLIANCE WITH M/WBE REQUIREMENT**

This Construction Contract is subject to all applicable provisions of Divisions 1 and 3 of Article III, of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 – 29-36 and 28-52 – 28-90 D.R.M.C. and referred to in this Contract as the “M/WBE Ordinance”. In accordance with the requirements of the M/WBE Ordinance, the Contractor is committed to, at a minimum, meet the participation goal of **13 percent (%)** established for this Project utilizing properly certified M/WBE subcontractors and suppliers. In addition to the applicable provisions of the M/WBE Ordinance, the Contractor agrees, as an express condition of its performance hereunder, to comply with the requirements of any approved Division of Minority/Woman Owned Business Enterprise Compliance Plan (attached and incorporated herein as **Exhibit A**. Such plan shall, at a minimum, include a narrative regarding compliance with the goal; a list of committed M/WBE participants along with dollar and percent participation for each evidencing compliance with the overall goal, and fully executed letters of intent for each listed participant, all in a form satisfactory to the City. Without limiting the general applicability of the foregoing, the Contractor acknowledges its continuing duty, pursuant to Sections 28-72, 28-73 and 28-75 DRMC and the M/WBE Program, to meet and maintain throughout the duration of this Construction Contract its participation and compliance commitments and to ensure that all Subcontractors subject to the M/WBE Ordinance or the M/WBE Program also maintain such commitments and compliance. Failure to comply with these requirements may result, at the discretion of the Director of the Division of Small Business Opportunity (“DSBO”), in the imposition of sanctions against the Contractor in accordance with Section 28-77, DRMC. Nothing contained in this Paragraph or in the referenced City ordinance shall negate the City’s right to prior approval of Subcontractors, or substitutes therefore, under this Construction Contract.

**7. WAGE RATE REQUIREMENTS**

In performance of all Work hereunder, the Contractor agrees to comply with and be bound by all requirements and conditions of the City's Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. and any determinations made by the City pursuant thereto.  
**See Exhibit E.**

**8. APPLICABILITY OF LAWS**

The Agreement between the Contractor and the City shall be deemed to have been made in the City and County of Denver, State of Colorado and shall be subject to, governed by, and interpreted and construed by or in accordance with the laws of the State of Colorado and the Charter, Revised Municipal Code, Rules, Regulations, Executive Orders and fiscal rules of the City. As such, the Contractor shall at all times comply with the provisions of the Charter, Revised Municipal Code, Rules, Regulations, Executive Orders and fiscal rules of the City, and those State of Colorado and Federal Laws, Rules and Regulations, which in any manner limit, control or apply to the actions or

operations of the Contractor, any subcontractors, employees, agents or servants of the Contractor engaged in the Work or affecting the materials and equipment used in the performance of the Work, as the same may be, from time to time, promulgated, revised or amended. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference.

**9. APPROPRIATION**

Notwithstanding any other term, provision, or condition herein, all payment obligations under this Contract shall be limited to the funds duly and lawfully appropriated and encumbered, or otherwise made available by the Denver City Council and paid into the Treasury of the City. As of the date of this Contract, Zero Dollars (\$0,000.00) has been appropriated and encumbered for this Contract. The Contractor is hereby notified pursuant to Section 24-91-103.6(7)(a) of the Colorado Revised Statutes that the City intends to encumber funds on a Work Order by Work Order basis. Receipt of a fully executed Work Order is the written notice that funds have been appropriated and encumbered. The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Contractor to exceed the amount appropriated and encumbered for the Work to be performed in accordance with the Contract Documents is expressly prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable Work to be performed, which Work will cause the aggregate amount payable for such Work to exceed the amount appropriated and encumbered for the Work, unless and until such time as the Contractor has been advised in writing by the Project Manager that a lawful appropriation and encumbrance sufficient to cover the entire cost of such additional Work has been made. It shall be the responsibility of the Contractor to verify that the amounts already appropriated and encumbered for the Work are sufficient to cover the entire cost of such Work, and any Work undertaken or performed in excess of the amount appropriated and encumbered is undertaken or performed in violation of the terms of this Contract, without the proper authorization for such Work, and at the Contractor's own risk and sole expense.

**10. APPROVALS**

In the event this Contract calls for the payment by the City of five hundred thousand dollars (\$500,000.00) or more, approval by the City Council of the City and County of Denver, acting by ordinance, in accordance with Section 3.2.6 of the Charter of the City and County of Denver, is and shall be an express condition precedent to the lawful and binding execution and effect and performance of this contract.

**11. ASSIGNMENT**

The Contractor shall not assign any of its rights, benefits, obligations or duties under this Contract except upon the prior written consent and approval of the Executive Director to such assignment.

**12. DISPUTES RESOLUTION PROCESS**

It is the express intention of the parties to this Contract that all disputes of any nature whatsoever regarding the Contract including, but not limited to, any claims for compensation or damages arising out of breach or default under this Contract, shall be resolved by administrative hearing pursuant to the provisions of Section 56-106, D.R.M.C., or, as applicable, Section 28-33 D.R.M.C. for Minority and Woman Business Enterprise disputes. The Contractor expressly agrees that this dispute resolution process is the only dispute resolution mechanism that will be recognized by the parties for any claims put forward by the Contractor, notwithstanding any other claimed theory of entitlement on the part of the Contractor or its subcontractors or suppliers.

**13. CONTRACT BINDING**

It is agreed that this Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns and successors.

**14. PARAGRAPH 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.

**15. SEVERABILITY**

It is understood and agreed by the parties hereto that, if any part, term, or provision of this Contract, except for the provisions of this Contract requiring prior appropriation and limiting the total amount to be paid by the City, is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term or provision held to be invalid.

**16. MAXIMUM CONTRACT AMOUNT**

Each Project will be assigned and authorized separately by Work Order and the maximum liability of the City for any one Project shall not exceed the sum of **(\$450,000)**, including all authorized Work Order changes. The maximum 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 Contract shall in no event exceed the sum of **THREE MILLION DOLLARS AND NO CENTS (\$3,000,000.00)**, unless this Contract is modified to increase said amount by a duly authorized, written contract amendment mutually agreeable to and executed by the parties hereto.

**17. TERM**

The term of this agreement shall be three years from the date of execution. In addition, nothing contained herein shall obligate the City to extend the Agreement beyond the initial term. If the term of any Work Order extends beyond the Term, this Agreement shall remain in full force and effect but only as to such Work Order, and only through the end of the Work Order's term, as may be extended by Change Order to such Work Order.

**18. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**

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

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**CITY AND COUNTY OF DENVER  
DEPARTMENT OF PUBLIC WORKS**

**General Contract Conditions**

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**CITY AND COUNTY OF DENVER  
DEPARTMENT OF PUBLIC WORKS**

**SPECIAL CONTRACT CONDITIONS**

**SC-1 MANAGER/EXECUTIVE DIRECTOR**

General Condition 112 Manager is hereby deleted in its entirety and replaced with the following:

**112 EXECUTIVE DIRECTOR**

“Executive Director” means the Executive Director of Aviation, if the Contract is entered into under the authority of the Department of Aviation; or it means the Executive Director of Public Works, if the Contract is entered into under the authority of the Department of Public Works. The department is identified in the Contract Documents. Whenever the term “Executive Director” is used in the Contract Documents, such term refers only to the Executive Director of Aviation or Public Works, as appropriate, and not to any individual to whom the Executive Director has delegated authority.

**SC-2 CITY DELEGATION OF AUTHORITY**

With reference to General Contract Condition 109, DEPUTY MANAGER, General Contract Condition 203 DEPARTMENT OF PUBLIC WORKS, and General Contract Condition 212, CITY’S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Executive Director hereby designates the City Engineer as the City official responsible for those certain actions and decisions designated as the responsibility of the Deputy Manager under the General Conditions and delegates to the City Engineer the authority necessary to undertake those responsibilities under this Contract. The City Engineer shall have supervisory responsibility over the Project Manager.

**SC-3 CONSTRUCTION SPECIFICATIONS**

Except as amended herein or in the attached Technical Specifications, all Work performed under the terms of this Contract shall be governed by the applicable provisions of the following latest editions:

City and County of Denver:

*Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS, (The Index for which is bound herein and commonly referred to as the "Yellow Book") 2011 Edition)*

*Transportation Standards and Details for the Engineering Division*

*City and County of Denver Traffic Standard Drawings*

*Wastewater Management Division*

*– Standard Detail Drawings*

*– Public Works Wastewater Capital Projects Management Standard Construction Specifications*

Colorado Department of Transportation:

*Standard Specifications for Road and Bridge Construction  
(Sections 200 through 700 of the 2017 Edition)*

Federal Highway Administration:

*Manual on Uniform Traffic Control Devices for Streets & Highways (MUTCD)*

Building & Fire Codes:

*Building Code of the City and County of Denver*  
(International Building Code 2015 Series, City and County of Denver Amendments 2016)

*National Fire Protection Association Standards*  
(As referenced in the Building Code of the City and County of Denver)

The aforementioned City and County of Denver documents are available for review at the Capital Projects Management Office, 201 W. Colfax Ave., Dept. 506, (5<sup>th</sup> floor), Denver, CO 80202. The *Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS* is available at: <https://www.denvergov.org/content/dam/denvergov/Portals/743/documents/2011%20DENVER%20GENERAL%20CONTRACT%20CONDITIONS.pdf> *Transportation Standards and Details for the Engineering Division* and the Wastewater Management Division – *Standard Detail Drawings*, are available at <http://www.denvergov.org>.

The “Colorado Department of Transportation Standard Specifications for Road and Bridge Construction” is available for review on CDOT’s website at <http://www.coloradodot.info/> and can be purchased from the Colorado Department of Transportation.

The *Manual on Uniform Traffic Control Devices for Streets & Highways* is available for review at the Federal Highway Administration Website at: [www.fhwa.dot.gov](http://www.fhwa.dot.gov), The FHWA website also contains purchasing information.

**SC-4 LIQUIDATED DAMAGES**

Should the Contractor fail to complete any Work Order within the Contract Time allocated in that Work Order, the Contractor shall become liable to the City and County of Denver for liquidated damages, and not as a penalty, **at the liquidated damages rate specified in that Work Order**, for each consecutive calendar day that the Contractor exceeds the period of performance specified in the Work Order, all in accordance with the provisions of General Contract Condition 602.

If the Contract fails to commence work within ten (10) consecutive calendar days of the date of issuance of a Notice to Proceed for a referenced Work Order, the Contractor shall become liable to the City and County of Denver for liquidated damages, and not as a penalty, at the liquidated damages rate specified in the fully executed Work Order, for each consecutive calendar day after the expiration of the initial ten (10) day period after issuance of a Notice to Proceed that the contractor fails to commence Work on a fully executed Work Order issued by the City, all in accordance with provisions of General Contract Condition 602.

Representative hourly rates for the City administrative costs described in General Contract Condition 602.2 shall be as follows for this Project:

Project Manager	\$69 per hour
Project Engineer	\$63 per hour
Inspector	\$49 per hour
Surveying, if necessary	\$100 per hour

**SC-5 SUBCONTRACTS**

In accordance with General Contract Condition 501, SUBCONTRACTS, no limit shall apply to that percentage of the Work which may be sublet providing that the subcontractors receive prior

approval in accordance with General Contract Condition 502, SUBCONTRACTOR ACCEPTANCE.

**SC-6 BUILDING INSPECTION DIVISION PLAN REVIEW FEES**

GC-317 of the General Contract Conditions shall apply to this Contract as supplemental by the following:

In addition to all permit and license fees required by GC-317, the Contractor is required to pay to the Building Inspection Division all plan review fees which may come due as a percentage of the Building Permit Fee in accordance with Chapter 1, Section 138.1 of the Denver Amendments to the Uniform Building Code (2016). For additional plan review fees that may be due as a result of the requirements of Denver Amendments Table 1-C footnote 4, the Contractor shall be entitled to compensation for the actual cost of all such fees paid, without any additional mark up, by execution of a change order in accordance with General Condition 1101.

**SC-7 CONTRACT FORMS**

In accordance with the terms and conditions of the Contract Documents, the City requires the use of certain form documents in complying with or satisfying various obligations, notifications and conditions in contracting with the City or performing Work hereunder. These form documents are referenced by title throughout the Contract Documents for mandatory use as directed. The following listed and attached forms shall be detached and utilized in accordance with the Contract Documents:

1. Notice to Successful Proposer (for Contract only)
2. Certificate of Insurance (for Contract only)
3. Notice to Proceed
4. Final Receipt

**SC-8 WAGE RATE SCHEDULE**

General Contract Title 10 shall be amended by adding the following:

All work that has specialized skills or that has safety concerns shall be performed by the appropriate level tradesman including, but not limited to, work on energized, or potentially energized, electrical circuits until the circuit has been positively identified as having been de-energized; work on pressurized piping; work in potable waterlines; shoring and scaffolding; work involving handling refrigerants and hazardous materials; heavy equipment operation and work involving asbestos. Work not involving energized circuits, pressurized piping, etc. may be performed by personnel in demolition laborer classification.

**SC-9 CONSTRUCTION INSPECTION BY THE CITY**

General Condition 1701, CONSTRUCTION INSPECTION BY THE CITY, is modified as follows:

**1702.1** Persons who are employees of the City or who are under contract to the City or the City as lessee will be assigned to inspect and test the Work. These persons may perform any tests and observe the Work to determine whether or not designs, materials used, manufacturing and construction processes and methods applied, and equipment installed satisfy the requirements of the drawings and specifications, accepted Shop Drawings, Product Data and Samples, and the General Contractor's warranties and guarantees. The General Contractor shall permit these inspectors unlimited access to the Work and provide means of safe access to the Work, which cost shall be included as a Cost of the Work without any increase to the Guaranteed Maximum Price. In addition, General 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 General Contractor of any of its quality control responsibilities or any other obligations under the Contract. All inspections and all tests conducted by the City are for the convenience and benefit of the City. These inspections and tests do not constitute acceptance of the materials or Work tested or inspected, and the City may reject or accept any Work or materials at any time prior to the inspections pursuant to G.C. 2002, whether or not previous inspections or tests were conducted by the inspector or a City representative.

.2 Building Inspections will perform building code compliance inspections for structures designed for human occupancy. It is the General Contractor's responsibility to schedule and obtain these inspections. If a code compliance inspection results in identification of a condition which will be at variance to the Contract Documents, the General Contractor shall immediately notify the Project Manager and confirm such notification with formal correspondence no later than forty-eight (48) hours after the occurrence.

.3 When any unit of government or political subdivision, utility or railroad corporation is to pay a portion of the cost of the Work, its respective representatives shall have the right to inspect the Work. This inspection shall not make any unit of government or political subdivision, utility or railroad corporation a party to the Contract, and shall not interfere with the rights of either party.

#### **SC-10 DISPOSAL OF NON-HAZARDOUS WASTE AT DADS**

In accordance with the Landfill Agreement made between the City and Waste Management of Colorado, Inc., bidders 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 bidder 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. Bidders shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

#### **SC-11 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.

#### **SC-12 WAIVER OF: PART 8 OF ARTICLE 20 OF TITLE 13, COLORADO REVISED STATUTES**

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

#### **SC-13 PERIOD OF PERFORMANCE**

The term or duration of this Agreement shall be three (3) years from the date of execution of this Agreement, unless extended by Contract amendment in accordance with the provisions of these Special Contract Conditions. With respect to any Work that is authorized by a Work Order issued prior to the contract completion date, but not completed by that date, the City shall have the option to terminate the Work in progress and pay only for that portion of the Work satisfactorily completed within the period of performance specified herein or to provide for, in writing, a limited extension of the contract completion date to complete the remaining Work at the prices agreed upon in the previously issued Work Order(s).

For each Proposal Pricing Request submitted to the Contractor for pricing, the Contractor agrees to review and price the Proposal Request within fourteen (14) consecutive calendar days of the date of such Proposal Request. In the event a Work Order is issued pursuant to a priced Proposal Request, the

Contractor agrees to undertake the performance of the specified Work within ten (10) consecutive calendar days of the date of issuance of a Notice to Proceed for the referenced Work Order. The Contractor agrees to satisfactorily complete all work referenced in each Work Order within the agreed upon period of performance set forth in such Work Order or Notice to Proceed, plus such extension or extensions granted by the Executive Director in accordance with the provisions for Work Order Changes. For purposes of this Contract, "Contract Time", as used in the General Contract Conditions, shall mean the period of performance specified in each issued Work Order and shall run from the date of issuance of a Work Order Notice to Proceed to the date of Work Order Final Completion. Work Order Substantial Completion shall occur prior to Final Completion of any Work Order.

**SC-14 PERFORMANCE OF WORK, AS DIRECTED BY THE CITY**

Titles 1 and 3 of the General Contract Conditions shall generally apply to this Contract as supplemental by the following:

As described elsewhere in the Contract Documents, this Contract contemplates performance of construction services Work by the Contractor on a variety of, as yet to be identified, City construction Projects on an "as needed" or "on call" basis. Under the terms of this Contract, the City, in its sole discretion, will determine both the extent and nature of each scope of work or project it requires the Contractor to perform or complete and the specific terms and conditions under which it requires the Contractor to perform or complete this scope or project. Nothing contained herein, however, shall be construed by the Contractor as promise or guarantee of any minimum amount of Work or compensation hereunder.

In the event the City elects to direct the Contractor to perform work hereunder, the process by which both a specific work scope or project and specific performance terms or conditions shall be established prior to commencement of such work shall be as follows:

1. The City will identify a work scope or project for the Contractor to perform or complete and will issue to the Contractor a Proposal Pricing Request (in the format provided herein) containing, at a minimum, a detailed scope or project description, any available drawings, plans, specifications, the specific terms and conditions under which such project or scope must be performed and other pertinent materials.
2. In accordance with the terms and conditions of this Contract, the Contractor will review each Proposal Pricing Request and provide a price (in the Proposal Request Pricing Worksheet format provided herein) and a project schedule responsive to each Proposal Pricing Request. In preparing its price, the Contractor shall include all bid unit prices for any required or specified work that corresponds with any unit price description. All other scope or project work elements required to complete the project or otherwise fully perform the described scope shall be considered included in the work.
3. Upon receipt of the completed and fully executed Proposal Request Pricing Worksheet from the Contractor, and agreement on the Total Price, schedule and any other specific requirements for the requested scope of Work, a Work Order (in the format provided for herein) for the Work will be issued by the City authorizing the Work to proceed under the terms and conditions set forth in the Work Order and attachments. This Order shall also encumber funds for the performance of such Work Order.
4. Upon receipt of the fully executed Work Order and a Work Order Notice to Proceed (in the format provided for herein), the Contractor shall have ten (10) consecutive calendar days to commence the performance.
5. With respect to each issued Work Order, the contractor shall furnish all tools, labor, supplies, equipment, materials and everything necessary to perform and complete the described scope of work or project contained in the Work Order.

6. During the course of performance of the Work authorized by each Work Order, the Contractor shall submit regular pay applications, in accordance with provisions of these Special Contract Conditions. The City shall issue payment for all satisfactorily completed Work authorized by Work Order, in accordance with the terms and conditions of the Contract Documents.

7. If additions, deletions or other modifications to the authorized Work scope or other terms or conditions are required or desired in the sole discretion of the City under a particular Work Order, a Work Order Change will be issued based on pricing prepared in the same manner as a Proposal Pricing Request and under the terms and conditions for issuance of a Change Order under the General Contract Conditions. The Work Order Change will identify any increase or decrease in the cost, change in the period of performance and any other modifications to the performance requirements for that particular Work Order.

8. Upon satisfactory completion, notice of Substantial Completion and Final Completion of the Work authorized and performed under each Work Order, Work Order Close-Out will occur, a Final Receipt for that Work Order will be issued, and final payment for the Work Order will be made.

9. Under this Contract, more than one Work Order may be issued and performed by the Contractor at the same time.

Given that under this Contract, the Contractor is committed to make available to the City and, as from time to time directed by the City under the process described, furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete each Work Order issued in accordance with the terms and conditions set forth herein, certain provisions, terms and conditions included in the General Contract Conditions either will not apply or will apply on a Work Order by Work Order basis rather than an overall Contract basis.

As such, the term Work, as issued in the Contract Documents shall mean the Contractor's equipment and physical plant, labor, management, administration, supervision, materials and supplies, and all other things needed to assemble, manufacture, complete or perform the various components into finished improvements pursuant to any Work Order issued pursuant to the Contract Documents. Unless otherwise specified or clearly inapplicable from the context of a given provision, each and every General Contract Condition contained or referenced in the Contract Documents shall apply to and control all Work performed hereunder.

#### **SC-15 PERFORMANCE AND PAYMENT BOND**

Title 15 of the General Contract Conditions shall generally apply to this Contract as supplemented by the following:

A Performance and Payment Bond, in the form included in these Contract Documents, shall be furnished covering all Work performed hereunder. An initial bond in the amount of **Four Hundred Fifty Thousand Dollars and No Cents (\$450,000.00)** shall be provided at the time of Contract execution. \$150,000 of the \$450,000 bond capacity will be retained to cover emergency Field Work Orders. As additional Work is authorized Contractor shall provide properly executed bond Change Riders, in the form included in these Contract Documents, in amount(s) not less than one hundred percent (100%) of all Work for which Final Settlement has not occurred. **See Exhibit B.**

#### **SC-16 PROPOSAL REQUEST PRICING**

Title 9 of the General Contract Conditions shall generally apply to this Contract as supplemented by the following:

- A. In order to initiate Work hereunder, the City will prepare and issue a Cost Proposal Request, using the form included in these Contract Documents. For each Cost Proposal Request submitted to the Contractor for pricing, the Contractor shall price the request and submit a completed Proposal Request Pricing Worksheet, using the form included in these Contract Documents and



complying with the terms and conditions set forth on the form, to the Project Manager, with all supporting materials, within fourteen (14) consecutive calendar days of the date of issuance of such Cost Proposal Request. The Contractor shall price each request and prepare the appropriate documentation in accordance with the requirements stated herein.

- B. Prices** – The City’s policy is to award Work Orders by a mini-bid process. When possible, the City will invite the Contractors to a non-mandatory field scoping site visit. The City will provide a list of work items, units and estimated quantities for each work item associated with the Work Order. Project specific details and specifications may be included as part of the Cost Proposal Request. The Contractor will be required to provide unit prices for all costs associated with each work item in the Proposal Request Pricing Worksheet. All labor, material, equipment, overhead and profit costs shall be included in the unit prices for the listed items. The City will award the Work Order to the lowest responsive “Bid – Unit Price Total” in the Proposal Request Pricing Worksheet. **See Exhibit C.**

**SC-17 WORK ORDERS**

With respect to Each Work Order Issued hereunder, the General Contract Conditions shall generally apply to this Contract as supplemented by the following:

Upon review of any Proposal Request Pricing Worksheet completed by the Contractor pursuant to a Proposal Request, the City may, at its sole discretion, reject the pricing submittal, enter into further negotiations regarding uncovered work prices or may direct that the Work described in the Proposal Request and priced by the Contractor be completed by issuance of a Work Order, in the form included in these Contract Documents to the Contractor. The City reserves the right to issue such a Work Order, at the price and under the terms of the Contractor’s pricing submittal, at any time before the expiration of 120 consecutive calendar days from the date the pricing submittal was received by the City. If no Work Order is issued and the pricing submittal is not rejected within this period, the Contractor’s pricing submittal shall be deemed rejected by the City.

A Work Order shall not issue and no Work for a priced Request shall commence until such time as: The Work Order is executed by the Contractor and all designated City officials; the Contractor has submitted a Payment and Performance bond or Bond Change Rider for the Work satisfactory to the City Attorney; for the Work described in the Proposal Request; and all administrative requirements are met. Until all Work Order issuance requirements are met, unless authorized under a Field Order Work Order under SC-21, the City shall have no obligation to compensate the Contractor for Work performed.

Upon issuance of a Work Order, the Contractor agrees to satisfactorily perform and complete all Work necessary or required to fully perform or otherwise complete the scope of work as described in each issued Work Order or any subsequently issued Work Order Change within the period of performance specified in the Work Order plus such extensions of time as may be granted by the Executive Director in accordance with the provisions of this Contract.

**SC-18 WORK ORDER NOTICE TO PROCEED**

GC-302 of the General Contract Conditions shall generally apply to this Contract as supplemented by the following:

Following the issuance of any fully executed Work Order hereunder, a Work Order Notice to Proceed, in the form included in these Contract Documents for that particular Work Order will be issued by the Director. The Contractor agrees to commence the Work in accordance with that particular Work Order within ten (10) consecutive calendar days of the date of the Work Order Notice to Proceed. No Work Order Notice to Proceed will issue and no Work will commence until

such time as the Contractor has complied with all administrative requirements for that particular Work Order under SC-14 PERFORMANCE AND PAYMENT BOND. Thereafter, the Contractor shall prosecute the Work to be accomplished under the Work Order at such time and place as the Work Order directs and shall fully complete in every detail all specified Work in accordance with the terms and conditions of the Work Order and the provisions of these General Contract Conditions and Special Contract Conditions.

**SC-19 PAYMENT PROCEDURE**

The application for payment shall be submitted through Textura® Corporations Construction Management Website. Contractor recognizes and agrees that it shall be required to use the Textura Construction Payment Management System for this Project to request payment from the City and to pay subcontractors. All certified subcontractors or suppliers who are listed for participation towards any assigned program goal must be paid via Textura®. Contractor further agrees that, to the fullest extent possible within Textura, the City shall be entitled to all non-Confidential records, reports, data and other information related to the project that are available to Contractor through Textura, including, but not limited to, information related to Contractor and subcontractor billings. To that end, Contractor agrees it will activate any available settings within Textura necessary to grant the City access to such non-Confidential information related to the contract and the project. Applications for payment shall be based on the Contract Unit Prices or the approved Schedule of Values described in GC 903.1

In accordance with General Contract Condition 902, PAYMENT PROCEDURE, the party(ies) responsible for review of all Pay Applications shall be:

<u>Agency/Firm</u>	<u>Name</u>	<u>Telephone</u>
Public Works/Engineering Division	Mike Lopez	(480) 239-2745

In accordance with General Contract Condition 906, APPLICATIONS FOR PAYMENT, each Application submitted shall include the following:

1. The estimate of Work completed shall be based on the approved schedule of values or unit prices, as applicable, and the percent of the Work complete.
2. Each Application for Payment shall include each and every independent subcontractor's payroll information including pay dates and pay amounts.
3. The Contractor shall also submit to the Auditor and other appropriate officials of the City in a timely fashion, information required by General Contract Condition 1004, REPORTING WAGES PAID.

In accordance with General Contract condition 907, RELEASES AND CONTRACTORS CERTIFICATION OF PAYMENT, Applications for Payment must be accompanied by completed Partial or Final Claim Release Form, as appropriate, from EACH subcontractor and supplier, **AND/OR** the Contractors' Certification of Payment Form. The forms, Final/Partial Release and Certificate of Payment (Subcontractor/Supplier) and the Contractor's Certification of Payment, both of which must be used are attached.

DEPARTMENT OF PUBLIC WORKS

FINAL/PARTIAL RELEASE AND CERTIFICATE OF PAYMENT
(SUBCONTRACTOR/SUPPLIER)

(PROJECT NO. and NAME)

Date: \_\_\_\_\_, 20\_\_.

(NAME OF CONTRACTOR)

Subcontract #: \_\_\_\_\_.

(NAME OF SUBCONTRACTOR/SUPPLIER)

Subcontract Value: \$ \_\_\_\_\_.

Last Progress Payment: \$ \_\_\_\_\_.

Date: \_\_\_\_\_.

Total Paid to Date: \$ \_\_\_\_\_.

Date of Last Work: \_\_\_\_\_.

Check Applicable Box:
[ ] MBE [ ] WBE

The Undersigned hereby certifies that all costs, charges or expenses incurred by the undersigned or on behalf of the undersigned for any work, labor or services performed and for any materials, supplies or equipment provided on the above referenced Project or used in connection with the above referenced Subcontract (the "Work Effort") have been duly paid in full.

The Undersigned further certifies that each of the undersigned's subcontractors and suppliers that incurred or caused to be incurred, on their behalf, costs, charges or expenses in connection with the undersigned's Work Effort on the above referenced Project have been duly paid in full.

In consideration of \$ \_\_\_\_\_ representing the Last Progress Payment referenced above and in further consideration of the Total Paid to Date, also referenced above, and other good and valuable consideration received and accepted by the undersigned this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the Undersigned hereby releases and discharges the City and County of Denver (the "City"), the above referenced City Project, the City's premises and property and the above referenced Contractor from all claims, liens, rights, liabilities, demands and obligations, whether known or unknown, of every nature arising out of or in connection with the performance of the work effort.

As additional consideration for the payments referenced above, the undersigned agrees to defend, indemnify and save and hold harmless the City, its officers, employees, agents and assigns and the above-referenced Contractor from and against all costs, losses, damages, causes of action, judgments under the subcontract and expenses arising out of or in connection with any claim or claims against the City or the Contractor which arise out of the Undersigned's performance of the Work Effort and which may be asserted by the Undersigned or any of its suppliers or subcontractors of any tier or any of their representatives, officers, agents, or employees.

It is acknowledged that this release is for the benefit of and may be relied upon by the City and the referenced Contractor.

The foregoing shall not relieve the undersigned of any obligation under the provisions of the Undersigned's subcontract, as the subcontract may have been amended, which by their nature survive completion of the Undersigned's work effort including, without limitation, warranties, guarantees, insurance requirements and indemnities.

STATE OF COLORADO ) ss.
CITY OF \_\_\_\_\_)

(Name of Subcontractor)

Signed and sworn before me this
day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Notary Public/Commissioner of Oaths
My Commission Expires

Title: \_\_\_\_\_





**DENVER**

OFFICE OF ECONOMIC  
DEVELOPMENT

## Instructions for Completing the Contractor/Consultant Certification of Payment Form

Office of Economic Development  
Division of Small Business Opportunity  
**Compliance Unit**  
201 W. Colfax Ave., Dept. 907  
Denver, CO 80202  
Phone: 720-913-1999  
Fax: 720-913-1803  
[dsbo@denvergov.org](mailto:dsbo@denvergov.org)

**Note:** The attached Contractor/Consultant Certification of Payment form must be completed by the Contractor/Subconsultant and all subcontractors/subconsultant or suppliers used on the project at **any tier** and submitted with each pay application. The Contractor/Consultant is responsible for the accuracy of all information provided and is required to have each subcontractor/subconsultant or supplier fill out the appropriate forms. Please be sure to complete all information requested at the top of the form, including the name of the person who prepared this form.

If you reproduce this form, you must continue to list each of the originally listed firms, as well as any additional firms used during the performance period of the contract work or task order.

If you have any questions, please call the Compliance Unit of DSBO at 720.913.1999.

### Instructions for Completing the Contractor/Consultant Certification of Payment Form, per Column

**Contractor/Subcontractor or Subconsultant/Supplier Name:** In the space provided, list all subcontractors/subconsultants and suppliers used on the project. For all M/W/S/E/DBEs use the exact name listed in the DSBO Directory.

**M/W/S/E/DBE/NON:** For each name listed, indicate whether the entity is a certified M/W/S/E/DBE.

**Column A:** Provide the contract amount, as listed at bid time, for the Contractor/Consultant and each subcontractor/subconsultant or supplier.

**Column B:** Provide the percentage portion of each listed subcontractor/subconsultant or supplier contract amount (Column A) compared to the total original contract amount in (I).

**Column C:** Provide the original contract amount (Column A) for each subcontractor/subconsultant or supplier plus any awarded alternate and/or change order amounts applicable. If an alternate/change order does not apply to the listed firm, re-enter the original contract amount (Column A).

**Column D:** Provide the percent portion of each listed subcontractor/subconsultant or supplier contract amount (Column C) compare to the current total contract amount in (II).

**Column E:** Provide the amount requested for work performed or materials supplied by each listed subcontractor/subconsultant or supplier for this pay application. The sum of the items in this column should equal the estimated amount requested for this pay application.

**Column F:** Provide the amount paid to each subcontractor/subconsultant or supplier on the previous pay application. Enter the previous pay application number in the column heading. The sum of the items listed in this column should equal the warrant amount paid to the Contractor/Consultant on the previous pay application. The amounts paid to the subcontractor/subcontractor or suppliers should be the actual amount of each check issued.

**Column G:** Provide the net paid to date for the Contractor/Subconsultant and each listed subcontractor/subconsultant or supplier.

**Column H:** Provide the percent portion of the net paid to date (Column G) for the Contractor/Subconsultant and each listed subcontractor/subconsultant or supplier of the current total contract amount in (II).

## **SC-20 WORK ORDER CHANGES**

Title 11 of the General Contract Conditions shall apply to this Contract, on a Work Order by Work Order basis, as supplemented by the following:

In accordance with all terms and conditions provided for standard change orders under Title 11 of the General Contract Conditions, the City may issue Work Order Changes providing for deletions, additions and modifications to the Work under a duly issued Work Order. Work Order Changes must be issued on the Work Order Change Form, in the form included in these Contract Documents.

## **SC-21 FIELD ORDER/WORK ORDER**

1102 is hereby modified as follows:

.3 Field Order/Work Order is a written order, signed by the Manager or his designated representative, which directs the contractor to commence **emergency** work prior to a Work Order issuance. A Field Order/Work Order may be used when:

- A. The City determines that the Contractor must proceed immediately to perform the Work in order to avoid or correct a situation where the health or safety of persons may be affected, and sufficient time is not available to negotiate a Work Order;
- B. The City and Contractor have not yet completed their negotiation of a Work Order but in the interest of safety, the City requires the Contractor to proceed without an executed Work Order in place.

.4 Contractor's Duties: Upon receipt of a Field Order/Work Order, the Contractor shall promptly sign the Field Order/Work Order and return it to the Project Manager and shall promptly proceed with performing the emergency Work. The Contractor, within twenty (20) Days after receiving the Field Order/Work Order, shall provide the Project Manager with a complete and itemized proposal that includes the estimated Work Order price attributable to the emergency work, based on the criteria and methods described in GC 1104 and 1105.

.5 Time and Materials:

A. If the maximum cost of the change in the Work to be performed under a Field Order/Work Order has not been agreed upon and reduced to writing in the actual Field Order/Work Order, the Contractor shall proceed with such Work on a Time and Materials basis.

B. Whenever Work is performed on a Time and Materials basis, the Contractor shall fully document all costs associated with such Work. Beginning with the first Day such Work is performed, and on a daily basis thereafter, the Contractor shall submit to the Project Manager a daily itemization of all such costs in such form as the Project Manager may require.

C. The final Contract adjustment for Field Order/Work Order changes in the Work performed on a Time and Materials basis shall be calculated in accordance with GC 1104.2.

.6 Work Order to Be Executed: When the City and the Contractor reach agreement on an Work Order amount, such agreement shall be promptly executed as a Work Order.

## **SC-22 WORK ORDER CLOSE-OUT**

Titles 19 and 20 of the General Contract Conditions shall apply to this Contract, on a Work Order by Work Order basis, as supplemented by the following:

Upon Substantial Completion of all Work performed under each Work Order in accordance with the Contract Documents, final close-out for that Work Order shall be made in accordance with the terms and conditions of Title 20 of the General Contract Conditions.

## **SC-23 CONTRACT CLOSE-OUT**

Upon written notification from the City to the Contractor that no further Work Orders shall be issued hereunder and the completion of final close-out for any previously issued Work Orders in accordance with SC-20 WORK ORDER CLOSE-OUT, the Contract shall proceed to final close-out. The Contractor agrees to comply with all applicable Contract close-out procedures and requirements set forth in General Contract Condition 2002. In addition, the

Contractor agrees to execute and deliver to the City a Final Receipt in the forms previously referenced and to provide to the City a consent of surety covering all Work performed hereunder. Until such time as all Contract close-out procedures are completed and each contract close-out requirement is satisfied, the City shall retain from amounts due the Contractor, in addition to any other withholdings provided for hereunder, a sum not greater than one percent (1%) of the maximum contract amount specified herein.

#### **SC-24 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 a 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 one hundred dollars per hour of City Attorney time.

#### **SC 25 INSURANCE:**

General Condition 1601 is hereby deleted in its entirety and replaced with the following:

1. General Conditions. Contractor agrees to secure, at or before the time of execution of this Contract, the following insurance covering all operations, goods, or services provided pursuant to this Contract. Contractor shall keep the required insurance coverage in force at all times during the term of the Contract or any extension thereof and during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A" VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the above described policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Contract and shall reference the City contract number listed on the signature page of this Contract. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) Days prior. If such written notice is unavailable from the insurer, 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 insurance coverages specified in this contract are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Contract.
2. Proof of Insurance. Contractor shall provide a copy of this Contract to its insurance agent or broker. Contractor may not commence services or work relating to the Contract prior to placement of coverage. Contractor certifies that the certificate of insurance attached as **Exhibit D**, preferable an ACORD certificate, complies with all insurance requirements of this Contract. 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 Contract shall not act as a waiver of Contractor's breach of this Contract or of any of the City's rights or remedies under the Contract. The City's Risk Management Office may require additional proof of insurance including but not limited to policies and endorsements.
3. Additional Insureds. For Commercial General Liability, Auto Liability, and Contractors Pollution Liability, Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
4. Waiver of Subrogation. For all coverages, Contractor's insurer shall waive subrogation rights against the City.
5. Subcontractors. All subcontractors (including independent contractors, suppliers or other entities providing goods or services required by this Contract) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors

maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors upon request by the City.

6. Workers' Compensation/Employer's Liability Insurance. Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000.00 for each bodily injury occurrence claim, \$100,000.00 for each bodily injury caused by disease claim, and \$500,000.00 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this contract, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Contract, and that any such rejections previously effected, have been revoked as of the date Contractor executes this contract.
7. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000.00 for each occurrence claim, \$1,000,000.00 for each personal and advertising injury claim, and \$2,000,000.00 products and completed operations aggregate, and \$2,000,000 policy aggregate.
8. Business Automobile Liability. Contractor shall maintain Business Automobile Liability with limits of \$1,000,000.00 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Contract. If transporting hazardous material or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under a Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.
9. Builder's Risk or Installation Floater: 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 applicable, equipment breakdown including testing. Contractor is responsible for payment of all policy deductibles. The City and County of Denver, Contractor, and sub-contractors shall be named insureds under the policy. Policy shall remain in force until acceptance of the project by the City.
10. Contractors Pollution Liability: Contractor shall maintain 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 clean-up 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.
11. Additional Requirements. For Commercial General Liability, the policy must provide the following:
  1. Liability assumed under an Insured Contract;
  2. A severability of interests (separation of insureds/cross liability) provision;
  3. A provision that coverage is primary;
  4. A provision that coverage is non-contributory with other coverage or self-insurance maintained by the City;
  5. For claims-made coverages:
    - (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.
  6. 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 occurrence limits and furnish a new certificate of insurance showing such coverage is in force.



per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.



## City and County of Denver Contractor Certificate of Insurance

Contractors, please provide this sample certificate to your insurance agent or broker  
Certificates must mirror this sample

**Note the Additional Insured special instructions below**

**Contractor's Legal Name** →

**Types of insurance required in contract** →

**If other insurance (Builders' Risk, Professional Liability, for example) is required, please list it here** →

**Only project/contract info and additional insured in this box\*** →

**Verify correct address & contact information** →

**Policy limits must be same or greater than required in the contract** →

**Policy start date must be prior to effective date of the contract** →

**\*The 'description' box must only contain project/contract detail such as the contract name and number and "As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured" with regards to the appropriate policies ONLY.**

**QUALIFYING LANGUAGE SUCH AS "SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY" and "IF REQUIRED PER WRITTEN CONTRACT" CAN NOT BE ADDED.**

**DO NOT ATTACH ADDITIONAL INSURED ENDORSEMENTS OR POLICIES**

*If any additional language is added to this section, the certificate will be rejected. If the requirements can not be complied with, we reserve the option to move on to another contractor.*

**SC-26 ON-CALL SPECIFIC CONTRACT FORMS**

The following listed and attached “Contract Forms” shall be detached and utilized in accordance with the Contract Documents.

1. Performance and Payment Bond
2. Surety Authorization.
3. Change Rider
4. Proposal Request
5. Proposal Request Pricing Worksheet
6. Sub-Contractor Worksheet for Proposal Requests Unit
7. Price Sheets for Proposal Request
8. Work Order
9. Work Order Notice to Proceed
10. Work Order Final Receipt
11. Work Order Change

**CITY AND COUNTY OF DENVER  
DEPARTMENT OF PUBLIC WORKS**

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_,  
\_\_\_\_\_,  
a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_,  
hereafter referred to as the "Contractor", and \_\_\_\_\_,  
a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_,  
and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", in the penal sum of **FOUR HUNDRED AND FIFTY THOUSAND DOLLARS AND NO/100 (\$450,000.00)**, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

**THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:**

WHEREAS, the above bounden Contractor has entered into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete the construction of **CONTRACT NO. \_\_\_\_\_ ON CALL BRIDGE AND STRUCTURAL CONSTRUCTION**, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

NOW, THEREFORE, if the said Contractor shall and will, in all particulars well and truly and faithfully observe, perform and abide by each and every Covenant, Condition and part of said Contract, and the Conditions, Technical Specifications, Plans, and other Contract Documents thereto attached, or by reference made a part thereof and any alterations in and additions thereto, according to the true intent and meaning in such case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor shall satisfy all claims and demands incurred by the Contractor in the performance of said Contract, and shall fully indemnify and save harmless the City from all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising from any act, omission, or neglect of said Contractor, its agents, or employees with relation to said work; and shall fully reimburse and repay to the City all costs, damages, and expenses which it may incur in making good any default based upon the failure of the Contractor to fulfill its obligation to furnish maintenance, repairs or replacements for the full guarantee period provided in the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if said Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools or equipment used or performed in the prosecution of work provided for in the above Contract and that if the Contractor will indemnify and save harmless the City for the extent of any and all payments in connection with the carrying out of such Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, grease, coal, or any other supplies or materials used or consumed by said Contractor or its subcontractors in performance of the work contracted to be done, or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the work, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to contracts with others in connection with this project, or the work to be performed thereunder, or the Technical Specifications and Plans accompanying the same, shall in any way affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or contracts, or to the work, or to the Technical Specifications and Plans.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Surety**

\_\_\_\_\_  
**Attorney-In-Fact**

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond).

APPROVED AS TO FORM:  
Attorney for the City and County of Denver

By: \_\_\_\_\_  
**Assistant City Attorney**

APPROVED FOR THE CITY AND COUNTY OF  
DENVER

By: \_\_\_\_\_  
**MAYOR**

By: \_\_\_\_\_  
**EXEC. DIR. OF PUBLIC WORKS**



**Denver Public Works**

Engineering Division  
Capital Projects Management – Dept. 506  
Right-of-Way Services – Dept 507  
Traffic Engineering Services – Dept 508  
Policy and Planning – Dept. 509

201 West Colfax Ave, Dept 614  
Denver, CO 80202

[www.work4denver.com](http://www.work4denver.com)

**PERFORMANCE AND PAYMENT BOND  
SURETY AUTHORIZATION**

FAX NUMBER: 720-913-3183  
TELEPHONE NUMBER: 720-913-3267

Assistant City Attorney  
201 W. Colfax Ave. Dept. 1207  
Denver, Colorado 80202

RE: (Company name)

Contract No: «Contract\_No»  
Project Name: «Project\_Name»  
Contract Amount:  
Performance and Payment Bond No.:

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through \_\_\_\_\_ insurance company, on \_\_\_\_\_, 20\_\_.

We hereby authorize the City and County of Denver, Department of Public Works, to date all bonds and powers of attorney to coincide with the date of the contract.

If you should have any additional questions or concerns, please don't hesitate to give me a call at \_\_\_\_\_.

Thank you.

Sincerely,

**RIDER**

**Work Order No.** \_\_\_\_\_

**Contract No.** \_\_\_\_\_

**TO BE ATTACHED TO AND FORM PART OF**

\_\_\_\_\_  
PERFORMANCE AND PAYMENT  
(TYPE OF BOND)

NO: \_\_\_\_\_

IN FAVOR OF: \_\_\_\_\_  
CITY AND COUNTY OF DENVER  
(OBLIGEE)

ON BEHALF OF: \_\_\_\_\_  
(PRINCIPAL)

EFFECTIVE: \_\_\_\_\_  
(ORIGINAL EFFECTIVE DATE)

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider,

The Surety, \_\_\_\_\_, hereby gives is consent to:

- INCREASE BOND PENALTY       CHANGE THE NAME OF PRINCIPAL
- DECREASE BOND PENALTY       CHANGE THE ADDRESS OF THE PRINCIPAL
- CHANGE THE EFFECTIVE DATE       CHANGE THE EXPIRATION DATE
- OTHER: \_\_\_\_\_

**of the attached bond as described herein:**

		NO.	AMOUNT (\$)
R1	WORK ORDERS / CHANGES ASSIGNED TO DATE		
R2	WORK ORDERS / CHANGES COMPLETED TO DATE **		
R3	PREVIOUS CURRENT WORK ORDER TOTAL (R1 – R2)		
R4	AMOUNT OF THIS WORK ORDER		
R5	NEW CURRENT WORK ORDER TOTAL (R3 + R4)		

PROVIDED, however, that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified, and that the liability of the Surety under the attached bond as changed by this rider shall not be cumulative. \*\* Note that in order for work orders to be considered “completed” and therefore removed from the “current” work order total, the City must have issued a Letter of Final Acceptance for each completed work order.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

**INSURANCE COMPANY**

\_\_\_\_\_  
(witness)

By: \_\_\_\_\_  
(Attorney-in-Fact) (Seal)

**ACCEPTED BY OBLIGEE**

\_\_\_\_\_  
(witness)

By: \_\_\_\_\_



## On-Call Construction Cost Proposal Request

Department of Public Works  
 Engineering – Capital Project Management  
 201 W. Colfax Avenue, Dept 506, Denver, CO 80202  
 p: 720-913-4501 f: 720-913-4544  
[www.denvergov.org/Capital Projects Center](http://www.denvergov.org/Capital_Projects_Center)

### Proposal Request #XX

Master Contract/Contract: XXXXXXXXXXXX      Project Name: 2015 On-Call Structural and Safety Repairs, Phase X

City of Denver Project Manager: Mike Lopez [michael.lopez@denvergov.org](mailto:michael.lopez@denvergov.org)

Submit an itemized quotation for the work described below. Include all costs, time necessary to perform the described work, and the MBE & WBE participation (percentage of work) on the Proposal Request Pricing Worksheet. This is not a change order, field order or a notice to proceed with the work described.

Contractors Invited: TBD

Date Prepared: TBD

Structure Number: TBD

Structure Name: TBD

Field Scoping:

*Completed?:* Yes  
*Date:* xx/xx/xxxx  
*Attendees:* TBD

Scope of Work:

General description of work.

Item #	Item Description	Units	Quantity

Schedule: Complete work by xx/xx/xxxx

Priority: High

Attachments/Details:

*Project Special Provisions?:* Yes  
*Plans/Sketches?:* No

Proposal Request Pricing Worksheet to be returned by: xx/xx/xxxx

**PROPOSAL REQUEST PRICING WORKSHEET**  
**CONTRACT NO. XXXXXXXX**  
**2015 ON-CALL STRUCTURAL AND SAFETY REPAIRS, Phase I**

CITY & COUNTY OF DENVER  
 CITY ENGINEERING, PROJECT MANAGEMENT OFFICE  
 DEPARTMENT OF PUBLIC WORKS-201 W. COLFAX AVE., DEPT. 509-DENVER, CO 80202-(720) 913-4511, FAX (720) 913-4543

CONTRACTOR: TBD PROPOSAL REQUEST NO.: XX  
 CONTRACT NO. 2015XXXX WORK ORDER NO.: XX  
 PROJECT NAME: 2015 ON-CALL STRUCTURAL AND SAFETY REPAIRS Date: xx/xx/xxxx

**UNIT PRICES:**

Provide Unit Price Sheets for Proposal Requests, identifying applicable unit prices

ITEM NO	ITEM DESCRIPTION	UNIT PRICE, BID	UNITS	QUANTITY	TOTALS UP x QTY
<b>BID - UNIT PRICE TOTAL</b>					<b>\$ -</b>

Using the items and quantities provided by the City in the Cost Proposal Request, the Contractor shall complete this table.

The Work Order will be awarded based on this number



**SUBCONTRACTORS - Provide Subcontractor Worksheets for each subcontractor.**

MWBE (Y or N)?	TOTALS
<b>SUBTOTAL FOR ALL SUBCONTRACTORS</b>	<b>\$ -</b>
<b>SUBTOTAL FOR MWBE SUBCONTRACTORS</b>	<b>\$ -</b>

This information is provided by the Contractor for information only, to be used for Equal Employment Opportunity calculations.

**PROPOSAL REQUEST PRICE** **\$ -**

TIME TO COMPLETE THE WORK IN THIS PROPOSAL REQUEST TBD CALENDAR DAYS

TOTAL MWBE COST OF WORK TBD PERCENTAGE TBD

CONTRACTOR'S SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_





# On-Call Construction Work Order

Supplier:	_____ 0	Mini-Bid:	_____ 0
Project Name:	_____	Supplier ID / SC:	#N/A #N/A
Project Manager:	_____	Master Alfresco	_____
Alfresco No. /	_____	Contract No.:	#N/A
Workday PO:	_____	Work Order No.:	0

It is hereby mutually agreed that when this Work Order has been signed by the contracting parties, the following described work order shall be executed by the contractor without changing the terms of the contract except as herein stipulated and agreed.

Scope

This sum, as indicated below, constitutes full and complete consideration, payment and satisfaction to the contractor for the above described scope of work, and the contractor hereby agrees to make no further claims, demands, or requests of any kind whatsoever for further moneys, extensions of time or other consideration for the above described scope of work to the contract.

THE CONTRACTOR AGREES to furnish all material and labor and perform all work required to complete the above described work in accordance with requirements for similar work covered by the work order, except as otherwise stipulated herein, for the following considerations:

The Sum of: \$0.00  
 Duration: 0

Accepted by Contractor: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

0			
<b>MASTER CONTRACT SUMMARY</b>			
This Work Order:		\$0.00	
Sum of Previous Work Orders/Changes:	\$	-	
Sum of all Work Orders:		\$0.00	
Maximum Contract Amount:		#N/A	
Contract Capacity:		#N/A	
		Approved by Executive Director Public Works _____ Date _____ Approved by City Attorney _____ Date _____ Approved by Director, Infrastructure Project Mgt _____ Date _____ Approved by Using Agency(s) - If Applicable _____ Date _____ Approved by Portfolio Manager _____ Date _____ Approved by Project Manager _____ Date _____	

NOTE: No person shall authorize or perform any of the above work until the work order has all signatures and has been distributed. Distribution: Prevailing Wage: AUDPWPayRequest@denvergov.org; DSBO@ci.denver.co.us; Project manager email, Using Agency and pw.contracts@denvergov.org (for pre-encumbrance).

**WORK ORDER  
NOTICE TO PROCEED  
(SAMPLE)**



**On Call Construction Services Work Order  
Notice to Proceed**

0

Attn: \_\_\_\_\_

#N/A

#N/A

Re: Master Alfresco Contract No.: #N/A  
Project Name: 0  
Alfresco Work Order Number: 0  
Work Order No.: 0  
Project Manager: 0

Dear 0

In accordance with General Contract Coordination 302 in Title 3 of the Standard specifications for Construction, General Contract Conditions, 2011 Edition, you are hereby authorized and directed to proceed on MM/DD/YY with the work described in the above referenced Work Order No. in accordance with the terms and conditions of your Master On-Call Contract with the City and County of Denver.

The established Contract Time for this Work Order is \_\_\_\_\_ consecutive calendar days, therefore, all work must be completed on or before \_\_\_\_\_. The not to exceed fee for this work order is \$\_\_\_\_\_, including fees and reimbursable expenses.

Please contact the project manager with any questions regarding the above referenced work. If you have not already done so, you must submit your construction schedule, in accordance with General Contract condition, 306.2.B, to the project manager, within 10 days. The Project Manager for this Work Order is \_\_\_\_\_

Sincerely,

Lesley B. Thomas, City Engineer  
Deputy Manager of Public Works

Project Manager \_\_\_\_\_ Supervisor \_\_\_\_\_

**Denver Public Works/Office of the Executive Director**  
201 West Colfax Avenue Dept. 608 | Denver, CO 80202  
[www.denvergov.org/dpw](http://www.denvergov.org/dpw)

311 | [POCKETGOV.COM](http://POCKETGOV.COM) | [DENVERGOV.ORG](http://DENVERGOV.ORG) | DENVER 8 TV

DEPARTMENT OF PUBLIC WORKS

FINAL/PARTIAL RELEASE AND CERTIFICATE OF PAYMENT  
(SUBCONTRACTOR/SUPPLIER)



CERTIFICATE OF FINAL ACCEPTANCE  
ON-CALL CONSTRUCTION WORK ORDER

0

Attn: \_\_\_\_\_  
#N/A  
#N/A

Re: Master Alfresco Contract No.: #N/A  
Project Name: 0  
Alfresco Work Order Number: 0  
Work Order No.: 0  
Project Manager: 0

Dear 0

Your notification for final inspection of the above referenced project was received on MM/DD/YY. The project was inspected by the Project Manager and include other appropriate persons on MM/DD/YY and the work was determined to be completed in accordance with the Contract documents. Therefore, in accordance with General Contract Condition 2002 of the Standard Specifications for Construction, General Contract Conditions, 2011 Edition, this Certificate of Final Acceptance is being issued, effective as of MM/DD/YY.

Items A through J, listed in section 2003 of the Standard Specifications for Construction, General Contract Conditions, and 2011 Edition have now been furnished. All change orders have been executed at this time.

Per General Contract Condition 1801, the warranty/guarantee periods start, effective as of MM/DD/YY. If required, you must satisfactorily complete the one-year maintenance period before final settlement can be made.

The project was completed within the contract time therefore no liquidated damages are due.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Lesley B. Thomas, City Engineer  
Deputy Manager of Public Works

Project Manager \_\_\_\_\_ Supervisor \_\_\_\_\_

Denver Public Works/Office of the Executive Director  
201 West Colfax Avenue Dept. 608 | Denver, CO 80202  
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# WORK ORDER CHANGE



**On-Call Construction Work Order Change #: 1**

Contractor Name: _____ 0	Supplier SC No: _____ #N/A
Project Name: _____ 0	Supplier ID: _____ #N/A
	Master Alfresco
Project Manager: _____ 0	Contract No.: _____ #N/A
Alfresco No. /	
Workday PO: _____ 0	Work Order No.: _____ 0

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 except as herein stipulated and agreed.

Insert change reason here. This statement should be a simple 1-2 sentence explanation of the change. Do not write "See attached Proposal," but do reference "per proposal dated x" in addition to explanation above.

The additional sum, as indicated below, constitutes full and complete consideration, payment and satisfaction to the Contractor for the above described changes to the Contract, and the Contractor hereby agrees to make no further claims, demands, or requests of any kind whatsoever for further moneys, extensions of time or other consideration for the above described changes to the Contract.

THE CONTRACTOR AGREES to furnish all material and labor and perform all work required to complete the above described work in accordance with requirements for similar work covered by the Contract, except as otherwise stipulated herein, for the following considerations:

Adjust the Completion Date by: \_\_\_\_\_  
 New Completion Date: \_\_\_\_\_

Accepted by Contractor: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

0	
<b>WORK ORDER SUMMARY</b>	
Original Work Order Amount:	\$ -
This Work Order Change:	\$0.00
Sum of Previous Work Order Changes:	\$0.00
Revised Work Order Amount:	\$ -
<b>MASTER CONTRACT SUMMARY</b>	
Sum of All Work Orders and Changes: (Including this WOC)	\$0.00
Maximum Contract Amount:	#N/A
Remaining Contract Capacity:	#N/A

Approved by Executive Director Public Works	Date
Approved by Director, Infrastructure Project Mgt	Date
Approved by Using Agency(s) - if Applicable	Date
Approved by Portfolio Manager	Date
Approved by Project Manager	Date

NOTE: No person shall authorize or perform any of the above work until the work order has all signatures and has been distributed. Distribution: Prevailing Wage: AUDPWPayRequest@denvergov.org; D580@ci.denver.co.us; Project manager email, Using Agency and pw.contracts@denvergov.org (for pre-encumbrance).

Denver Public Works/Infrastructure Project Management  
 201 West Colfax Avenue Dept. 506 | Denver, CO 80202  
[www.denvergov.org/dpw](http://www.denvergov.org/dpw)  
 311 | [PICKET1500.COM](http://PICKET1500.COM) | [DENVERGOV.ORG](http://DENVERGOV.ORG) | DENVER 8 TV



EXHIBITS A through E

EXHIBIT A  
Minority/Woman Owned Business  
Enterprise Compliance Plan

**CITY AND COUNTY OF DENVER  
DIVISION OF SMALL BUSINESS OPPORTUNITY**

**CONSTRUCTION CONTRACT COMPLIANCE PLAN  
FOR M/WBE PARTICIPATION**

**HALLMARK, INC.  
ON-CALL BRIDGE AND STRUCTURAL CONSTRUCTION SERVICES  
PWT-2018-023**

SECTION 1: INTRODUCTION .....1  
SECTION 2: KEY PERSONNEL .....2  
SECTION 3: STRUCTURING BID PACKAGES FOR M/WBE PARTICIPATION.....2  
SECTION 4: COMMUNITY OUTREACH EFFORTS AND ADVERTISING TO M/WBE  
CERTIFIED FIRMS:.....4  
SECTION 5: M/WBE PARTICIPATION; MAINTAINING COMMITMENTS .....5  
SECTION 6: COMPLIANCE DOCUMENTS AND REPORTING .....6  
SECTION 7: PLAN ADMINISTRATION; MONITORING; CLOSEOUT .....7  
SECTION 8: NON-COMPLIANCE; SANCTIONS; REMEDIATION PLAN .....8  
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**CITY AND COUNTY OF DENVER  
DIVISION OF SMALL BUSINESS OPPORTUNITY**

**CONSTRUCTION CONTRACT COMPLIANCE PLAN  
FOR M/WBE PARTICIPATION**

**HALLMARK, INC.  
ON-CALL BRIDGE AND STRUCTURAL CONSTRUCTION SERVICES  
PWT-2018-023**

**SECTION 1: INTRODUCTION**

- A. Hallmark, Inc. (the “Contractor”) submits this Compliance Plan to the Director of the Division of Small Business Opportunity (“Director”), as required by the Manager of Aviation, in accordance with §§ 28-51 to 28-83, D.R.M.C., and the implementing rules adopted by the Director (“Rules”).
- B. Under the City’s Ordinance No. 85, Series of 2014 (the “M/WBE Ordinance”), codified at §§ 28-51 to 28-83, D.R.M.C., the M/WBE participation goal for this contract is 13% good faith solicitation level is 100%
- C. The Contractor is committed to compliance with the M/WBE Ordinance in its performance of the Contract. The Contractor will continually pursue a level of M/WBE participation that equals or exceeds 13% of the total construction price under the Contract for each work order.
- D. Because of the delivery method used for this Project, the work was not ready for subcontracting at the time when the Contractor was awarded the Contract. Therefore this Compliance Plan provides for the M/WBE solicitation and subcontracting to be performed after contract formation. The process by which the Contractor will solicit, obtain, count and maintain participation by M/WBE firms for this Project under this Compliance Plan, will be same as the M/WBE Ordinance requires for “design-bid-build” construction contracts, but will apply to individual work orders.
- E. This Compliance Plan describes how the Contractor will address the project goal on a per work order basis at the point where work orders are assigned so that the process of obtaining subcontractors and suppliers can begin, by committing to utilize M/WBEs for the Project work, using the good faith efforts as defined by the M/WBE Ordinance.
- F. The delivery method for this project under the Contract is On Call Construction Services.
- G. Since the work will be delivered by work order, Section 3 below describes the Contractor’s plan to meet the project goal as it relates to each work order.

## **SECTION 2: KEY PERSONNEL**

Nathan Randall, (720) 520-1582, hallmark5040@hotmail.com, has been assigned as the Project Manager for this Contract. The Project Manager is responsible for the overall management of the Contractor's performance of the Project.

Bob Lawrence, (720) 732-7007, hallmark5040@hotmail.com, is the President of Hallmark, Inc. and is responsible for carrying out the Compliance Plan, outreach and coordination activities, and maintaining appropriate records to ensure goals are met.

Liz Holder, (303) 423-8005, hallmark5040@hotmail.com, is the Office Manager, who will administer subcontracts and ensure that all documentation required by DSBO is prepared and maintained. Liz will coordinate the collection of DSBO documentation and monthly payroll reports from all subcontractors and suppliers, including but not limited to M/WBEs.

## **SECTION 3: STRUCTURING BID PACKAGES FOR M/WBE PARTICIPATION**

- A. The Contractor will meet the set goal of 13% and Letters of Intent will be due with each work order.

**GOALS SCHEDULE CHART**

Workscope	Tier	Total Contract Scope Value		Estimated Potential MWBE Participation	
		Total Contract \$	Total Contract %	\$ of Listed Scope	% of Constr Services
Aggregates/Embankment	1	\$600,000	10%	100,000	16%
Rebar – Furnish & Install	1				
Fencing	1				
Waterproof Membrane	1				
Concrete Flatwork	1				
Health & Safety Management	1				
Perm Signage – Roadway	1				
Perm Signage – Structures	1				
Metal Guardrail	1				
Asphalt Pavement	2				
Concrete Pavement	2				
<b>Total – Potential MWBE Construction Services</b>					

**GOALS SCHEDULE CHART**

AVAILABLE SUB-TRADE	APPROXIMATE DOLLAR AMOUNT	PERCENT-AGE OF TOTAL PROJECT	ASSIGNED MWBE GOAL PER SECTION	ANTICIPATED RESULTING MWBE PARTICIPATION
Earthwork/Site Demo				
Utilities				
Paving				
Landscape & Irrigation				
Concrete				
Masonry				
Metals				
Carpentry				
Thermal & Moisture				
Doors & Windows				
Finishes				
Specialties				
Mechanical				
Electrical				
<b>SUBTOTAL</b>				
Design				
Self-Performance				
<b>TOTAL</b>				

*Charts left blank as no current Work Order and Scope are currently issued.*

- B. These packages will be reviewed and refined as the work for the Contract is further defined and ready for the process of subcontracting. Specifically, prior to advertising any package of work for bids or proposals, the Contractor will review the work in detail, to determine the types of work that can be performed by M/WBE firms, with reference to the DSBO's database and directory of certified M/WBE firms, and will adjust its subcontracting packages to maximize opportunities for M/WBE participation in such subcontracting, within economically feasible packages.
- C. The Contractor has the following preliminary schedule for issuance of each task order:

The Schedule for issuance for each task order has not been provided.
- D. Hallmark has a diverse team of employees and DBE subcontractors. We have always found solutions to difficult projects and feel confident in doing so in the future.
- E. No prequalification is required by Hallmark, Inc. for subcontractors.
- F. The contractor will meet the 13% goal on the overall contract or submit a Modified Good Faith Effort.
- G. The Contractor may consider, in order to maximize M/WBE participation, subcontracting the following types of work which it might ordinarily self-perform: Waterproofing, Patch Paving and Thermoplastic Striping.

**SECTION 4: COMMUNITY OUTREACH EFFORTS AND ADVERTISING TO M/WBE CERTIFIED FIRMS:**

The Contractor will conduct the following outreach efforts:

- A. Contractor will use the City's M/WBE directory and encourage all non-M/WBE subcontractors to use the directory when soliciting any of their own subcontractors or suppliers for the project.
- B. If during outreach efforts, Contractor locates a firm which appears to be eligible for City M/WBE certification but is not so certified, Contractor will direct the firm to DSBO and encourage the firm to pursue certification if eligible.
- C. When it has work packages ready for subcontracting, the Contractor will use the City's online directory to specifically solicit City-certified M/WBE participation whenever possible.
- D. Hallmark, Inc. continues to pursue DBE Firms on other municipal projects when goals are not required. This allows Hallmark to maintain strong relationships with the DBE Firms when Hallmark is not active on a city of Denver Project.

E. Hallmark solicits to subcontractors with bid items and a link to the plans. Hallmark has a strong code of ethics and only uses the low bid that was received before bid time. Hallmark will not accept late bids. This creates a fair process for all subs and holds them to the same standard the City holds for General Contractors.

F. The Contractor will send to each bidder/proposer, a Notice of Selection for each subcontract for which it solicited M/WBE participation, no later than 30 days after it has entered into the subcontract, so that unsuccessful bidders/proposers are aware of the result of the bid/proposal process.

## **SECTION 5: M/WBE PARTICIPATION; MAINTAINING COMMITMENTS**

A. When issuing each work order for bid under the Contract, the Contractor will make a good faith effort to meet or exceed the goal percentage of M/WBE participation which it has identified for that work order. The minimum level of these efforts is specified in § 28-62(b), D.R.M.C. and Rule VII(B). They may include, but will not be limited to, the outreach activities identified in Section 4 above.

B. When requested by DSBO, the Contractor will submit bid packages to DSBO for review and comment. When requested by DSBO, the Contractor will submit bid tabulation sheets to DSBO for review.

C. The Contractor will report to DSBO the total M/WBE participation obtained for each work order. No later than 5 days after issuing Notice to Proceed for such work, the Contractor will submit to DSBO, for each M/WBE subcontractor or supplier with whom it contracts, a Letter of Intent and other documentation, in accordance with Section 6 below. If self-performing, then the M/WBE contractor must also submit a letter of intent for itself.

D. The Contractor will document its efforts to obtain M/WBE participation for each work order and submit such documentation to DSBO upon request by DSBO at any time. The Contractor acknowledges that it may meet or exceed a percentage goal for M/WBE participation on each work order, or it may fall short of meeting the participation goal for a specific work order. Therefore the Contractor must be able to demonstrate its good faith effort, consistent with § 28-62(b), D.R.M.C., to obtain M/WBE participation for each work order under the contract, except for work orders that are subject to a “modified good faith effort” under § 28-75(c), D.R.M.C., in which case the Contractor must be able to demonstrate its compliance with the requirements of § 28-75(c), D.R.M.C. Sections 28-62(b) and 28-75(c), D.R.M.C., are attached to this Compliance Plan as Attachment 1, for convenient reference.

E. The M/WBE participation percentage will be calculated by dividing the total value of the M/WBE participation by the total contract amount for the work order, including all change orders. The Contractor will count M/WBE participation according to the M/WBE Ordinance, including § 28-63, D.R.M.C., and Rule VII(C).

- F. As required by D.R.M.C. § 28-73, the Contractor shall immediately inform the DSBO in writing of any agreed-upon increase or decrease in the scope of work of the Contract, regardless of whether it has been reduced to writing at the time of notification. Any increase in the scope of work which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an M/WBE under any subcontract, shall be contemporaneously submitted to the DSBO. Those changes to the scope of work that cannot be performed by existing project participants (the Contractor, subcontractors, suppliers, etc.) shall be subject to a goal for M/WBEs equal to the original committed goal. The Contractor shall satisfy the goal for the changed scope of work by soliciting new M/WBEs in accordance with § 28-60, D.R.M.C, and it must show each element of modified good faith that is stated in § 28-75(c), D.R.M.C. The Contractor shall provide to the Director the documentation described in § 28-75(c) with respect to the increased dollar value of the contract.
- G. The Contractor will comply with the provisions of § 28-75 as to the replacement of a M/WBE on the Project.
- H. The Contractor acknowledges that it has a continuing duty, under D.R.M.C. §§ 28-72, 28-73, and 28-75, to maintain, throughout the duration of the contract, compliance with the level of M/WBE participation committed to under any approved compliance plan, and that such commitment is a material condition of the Contract.

## **SECTION 6: COMPLIANCE DOCUMENTS AND REPORTING**

- A. The Contractor will submit the following documentation, properly completed and submitted monthly or when otherwise required by DSBO.
  - 1. Prime contractor background information form\*
  - 2. DSBO Schedule of Work form\*
  - 3. Subcontractor background information form for all subcontractors\*
  - 4. M/WBE Letters of Intent
  - 5. Monthly contractor's certification of payment forms (participation report)
  - 6. DSBO change order forms
  - 7. M/WBE final lien release forms
  - 8. B2G online payment verification

(\*due at NTP + 5 days; revisions as required)
- B. The Contractor will document its progress in seeking and obtaining M/WBE participation as required by DSBO. Records of the Contractor's efforts to solicit M/WBE subcontractor and supplier participation, will be maintained and reported monthly to DSBO, or as otherwise required, including:
  - 1. Dates of solicitation
  - 2. Names, addresses and telephone numbers of all M/WBE firms contacted.

3. Description of efforts made to contact M/WBE firms.
4. Description of information provided to M/WBE firms.
5. Description of the process and outcome.
6. Advertisements soliciting bids from M/WBE firms in local community publications or construction industry related publications.
7. Schedules of prebid meetings to inform M/WBE and non-M/WBE subcontractors and suppliers of opportunities to participate.
8. Evidence that the Contractor provided M/WBE subcontractors and suppliers necessary access to and adequate time to review all project documents.
9. All other documentation required to establish the Contractor's compliance with the good faith efforts required by City ordinance, specifically the items enumerated in subsections 28-62(b)(2) through 28-62(b)(10). D.R.M.C.

## **SECTION 7: PLAN ADMINISTRATION; MONITORING; CLOSEOUT**

- A. DSBO shall have prompt, full and complete access to all Contractor and subcontractor personnel, books and records required to monitor and assure performance of this Compliance Plan.
- B. The Contractor's personnel identified in Section 2 above, will be responsible for administering and monitoring the Contractor's performance of this Compliance Plan.
- C. Actual M/WBE participation will be calculated in accordance with the M/WBE Ordinance, including § 28-63, D.R.M.C., and applicable Rules. The Contractor will submit to DSBO a monthly tracking report demonstrating the M/WBE participation that has been achieved.
- D. The Contractor acknowledges that the City may impose monetary penalties and/or withhold payment in the event of Contractor's non-compliance with the M/WBE Ordinance and this Compliance Plan.
- E. The Contractor will use the following methodology for final reconciliation of M/WBE participation performance achieved during the Contract term, measured against the established project goal. The Contractor will present copies of all signed DSBO Final Lien Release forms for M/WBE firms utilized for participation on the Contract. DSBO will compare the Final Monthly Participation Report submitted by the Contractor to determine if the Final Lien Release dollar figures match what is contained within the Final Monthly Participation Report. Final Compliance shall be achieved when the Contractor establishes to the Director's satisfaction, that it has remitted payments to M/WBE firms utilized on the Project; that it utilized M/WBE firms in accordance with each such firm's Letter of Intent; and that the amount of payments to M/WBE firms equals or exceeds the assigned M/WBE goal for the total amount of the Contract. Failure to achieve final compliance may subject the Contractor to sanctions, in accordance with D.R.M.C, Section 28-77. As provided in such ordinance, sanctions may include, but are not limited to, assessment by the Director of a monetary penalty against the Contractor in

an amount not more than 150% of the contract amount for each M/WBE involved. Any such monetary penalty leveled by the Director shall be withheld from the final payment due to the Contractor, and any amount that remains due and owing to the City may be collected pursuant to D.R.M.C., Section 28-77. The Contractor may seek review of any such determination by the Director to levy sanctions through the dispute resolution process set forth in the Construction Contract.

## **SECTION 8: NON-COMPLIANCE; SANCTIONS; REMEDIATION PLAN**

- A. At all times, DSBO shall monitor the Contractor's compliance with this Plan and the M/WBE Ordinance and Rules. The Contractor shall fully cooperate with DSBO's compliance monitoring and auditing efforts, including DSBO's investigation of any alleged or suspected non-compliance by the Contractor.
- B. If the Director has reason to believe that the Contractor is not in compliance with this Plan or with the M/WBE Ordinance, the Director shall give the Contractor written notice of non-compliance, citing the reasons why the Contractor is not in compliance, and giving the Contractor thirty (30) days in which to submit a remediation plan for the Director's review and acceptance. The remediation plan shall demonstrate how the Contractor will cure such non-compliance, and if such non-compliance consists of failure to obtain or maintain M/WBE participation at the committed level, that the Contractor's M/WBE participation level will again achieve the committed level, and that the Contractor will ultimately achieve the committed participation goal for the contract.
- C. The Contractor shall, within such thirty (30) day period, deliver to the Director a written remediation plan the Director's review and approval.
- D. The Director may issue a written determination of non-compliance and the sanction which the Director has elected to impose as a consequence:
  - (1) If the Contractor does not respond within the time allowed; or
  - (2) If the Contractor fails to submit a satisfactory remediation plan; or
  - (3) If a Contractor submits an acceptable remediation plan but thereafter fails to comply with the plan.
- E. The Contractor may contest a determination issued under Section 8(D), by requesting a hearing within 30 days after the date of such determination, as provided in § 28-33, D.R.M.C.

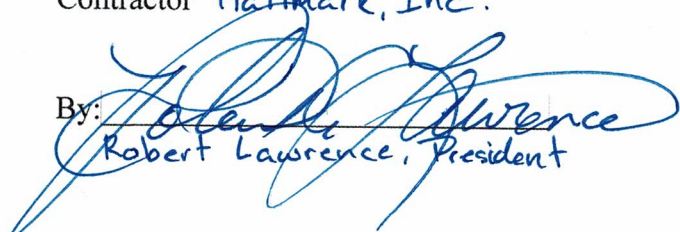
## **SECTION 9: MEDIATION**



The Contractor will provide a process to resolve disputes that occur between a M/WBE and any non-M/WBE subcontractors or suppliers under the Contract. The Contractor will document such disputes and inform DSBO of the steps the Contractor plans to take to resolve the dispute. The Contractor may ask DSBO to assist in the resolution process it has developed. The Contractor will document and notify DSBO if those disputes have been resolved and inform DSBO of any disputes it was unable to resolve. DSBO will notify the Contractor of any complaints received by DSBO from M/WBE firms regarding a dispute they are experiencing with either a subcontractor or the Contractor.

IN WITNESS WHEREOF, Contractor has executed and agrees to abide by the terms of this Compliance Plan as of the 11 day of January, 2019.

Contractor Hallmark, Inc.

By:   
Robert Lawrence, President

## ATTACHMENT 1

### EXCERPTS FROM DENVER REVISED MUNICIPAL CODE

#### *Sections 28-62(b) and 28-75(c), D.R.M.C*

#### **Sec. 28-62. Same--Good faith efforts.**

(b) The statement of good faith efforts shall include a specific response and verification with respect to each of the following good faith effort categories, which may be further defined by rule or regulation. A bidder or proposer may include any additional information it believes may be relevant. Failure of a bidder or proposer to show good faith efforts as to any one (1) of the following categories shall render its overall good faith effort showing insufficient and its bid or proposal non-responsive:

- (1) If prebid or preselection meetings are scheduled by the city at which MBEs and WBEs may be informed of subcontracting or joint venture opportunities under a proposed contract to be bid, or procured pursuant to the competitive selection process, attendance at such prebid or preselection meetings is not mandatory; however, bidders and proposers are responsible for the information provided at these meetings.
- (2) The bidder or proposer must solicit through all reasonable and available means, the interest of all MBEs and WBEs certified in the scopes of work of the contract. The bidder or proposer must solicit the interest of such MBEs and WBEs within sufficient time, prior to the bid opening or date of final project-specific proposal in the case of a competitive selection process, to allow such MBEs and WBEs to respond to the solicitation. The bidder or proposer must determine with certainty if the MBEs and WBEs are interested by demonstrating appropriate steps to follow up initial solicitations.
- (3) The bidder or proposer must select portions of the work of the contract to be performed by MBEs and WBEs in order to increase the likelihood that the project goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE and WBE participation as subcontractors or joint venturers, and for bidder or proposer self-performed work, as suppliers, manufacturers, manufacturer's representatives and brokers, all reasonably consistent with industry practice, even when the bidder or proposer would otherwise prefer to perform these work items with its own forces. The bidder or proposer must identify what portions of the contract will be self-performed and what portions of the contract will be opened to solicitation of bids, proposals and quotes from MBE and WBEs. All portions of the contract not self-performed must be solicited for MBE and WBE participation. The ability or desire of a bidder or proposer to perform the work of a contract with its own forces does not relieve the bidder or proposer of the responsibility to meet the project goal or demonstrate good faith efforts to do so.
- (4) The bidder or proposer, consistent with industry practice, must provide MBEs and WBEs at a clearly stated location with timely, adequate access to and information about the plans, specifications, and requirements of the contract, including bonding and insurance requirements, if any, to assist them in responding to a solicitation.

- (5) The bidder or proposer must negotiate in good faith with interested MBEs and WBEs and provide written documentation of such negotiation with each such MBE or WBE.
- (6) For each MBE or WBE which contacted the bidder or proposer or which the bidder or proposer contacted or attempted to subcontract or joint venture with, consistent with industry practice, the bidder or proposer must supply a statement giving the reasons why the bidder or proposer and the MBE or WBE did not succeed in negotiating a subcontracting, supplier, manufacturer, manufacturer's representative, broker or joint venture agreement, as applicable.
- (7) The bidder or proposer must provide verification that it rejected each non-utilized MBE and WBE because the MBE or WBE did not submit the lowest bid or it was not qualified. Such verification shall include a verified statement of the amounts of all bids received from potential or utilized subcontractors, suppliers, manufacturers, manufacturer's representatives, brokers or joint venturers on the contract, whether or not they are MBEs or WBEs. In making such a determination of not being qualified, the bidder or proposer shall be guided by the definition of qualified in section 28-54(42), but evidence of lack of qualification must be based on factors other than solely the amount of the MBE's or WBE's bid. For each MBE or WBE found not to be qualified by the bidder or proposer, the verification shall include a statement giving the bidder's or proposer's reasons for its conclusion. A bidder's or proposer's industry standing or group memberships may not be the cause of rejection of an MBE or WBE. A bidder or proposer may not reject an MBE or WBE as being unqualified without sound reasons based on a reasonably thorough investigation and assessment of the MBE's or WBE's capabilities and expertise.
- (8) If requested by a solicited MBE or WBE, the bidder or proposer must make reasonable efforts to assist interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance as required by the city or by the bidder or proposer, provided that the bidder or proposer need not provide financial assistance toward this effort.
- (9) If requested by a solicited MBE or WBE, the bidder or proposer must make reasonable efforts to assist interested MBEs and WBEs in obtaining necessary and competitively priced equipment, supplies, materials, or related assistance or services for performance under the contract, provided that the bidder or proposer need not provide financial assistance toward this effort.
- (10) The bidder or proposer must use the DSBO MBE/WBE directories to identify, recruit, and place MBEs and WBEs.

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**Sec. 28-75. Potential violations during contract performance.**

(c) The following modified good faith requirements shall apply to sections 28-72 and 28-73. In the event that a contractor or consultant must add or replace an MBE or WBE subcontractor, subconsultant, joint venturer, supplier, manufacturer, manufacturer's representative or broker or in the event that a new scope of work is added to the ongoing contract, and the contractor or consultant in such event is in non-compliance with maintenance of the original project goal upon which the contract was awarded, due to failure to utilize additional MBEs or WBEs, the following modified good faith efforts must be completed. Failure of a contractor or consultant to show

good faith efforts as to any one (1) of the following categories shall render its overall good faith efforts showing insufficient; and its contract performance in non-compliance with this division 3.

- (1) Verification in writing to the DSBO of the contractor's or consultant's intention to terminate or replace an MBE or WBE originally identified for participation in the bid, proposal or competitive selection process proposal upon which the contract was awarded. The reason for the termination or replacement must be stated and the type of work or services must be identified.
- (2) Verification that the contractor or consultant used the most current MBE and WBE directory from the DSBO in order to contact MBEs and WBEs that are certified in the applicable area of work or supply at the time of the modified good faith effort.
- (3) Verification of efforts to contact appropriate MBEs and WBEs within the same identified subcontractor, subconsultant, joint venturer, supplier, manufacturer, manufacturer's representative or broker area must be documented. Facsimile transmission, e-mail and telephone communication will be acceptable. The director may verify such contacts as he deems appropriate.
- (4) Documentation of the modified good faith efforts must be submitted to the DSBO prior to the payment to the contractor or consultant of the next progress or other partial payment or fund release under the contract.

EXHIBIT B  
Payment and Performance Bond

CITY AND COUNTY OF DENVER  
DEPARTMENT OF PUBLIC WORKS

Bond 1001049847

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned HALLMARK, INC.,  
5085 Harlan Street, Denver, CO 80212  
a corporation organized and existing under and by virtue of the laws of the State of Colorado  
hereafter referred to as the "Contractor", and U.S. Specialty Insurance Company  
a corporation organized and existing under and by virtue of the laws of the State of Texas  
and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", in the penal sum of **FOUR HUNDRED AND FIFTY THOUSAND DOLLARS AND NO/100 (\$450,000.00)**, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has entered into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete the construction of **CONTRACT NO. 201947369 ON CALL BRIDGE AND STRUCTURAL CONSTRUCTION**, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

NOW, THEREFORE, if the said Contractor shall and will, in all particulars well and truly and faithfully observe, perform and abide by each and every Covenant, Condition and part of said Contract, and the Conditions, Technical Specifications, Plans, and other Contract Documents thereto attached, or by reference made a part thereof and any alterations in and additions thereto, according to the true intent and meaning in such case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor shall satisfy all claims and demands incurred by the Contractor in the performance of said Contract, and shall fully indemnify and save harmless the City from all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising from any act, omission, or neglect of said Contractor, its agents, or employees with relation to said work; and shall fully reimburse and repay to the City all costs, damages, and expenses which it may incur in making good any default based upon the failure of the Contractor to fulfill its obligation to furnish maintenance, repairs or replacements for the full guarantee period provided in the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if said Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools or equipment used or performed in the prosecution of work provided for in the above Contract and that if the Contractor will indemnify and save harmless the City for the extent of any and all payments in connection with the carrying out of such Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, grease, coal, or any other supplies or materials used or consumed by said Contractor or its subcontractors in performance of the work contracted to be done, or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the work, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to contracts with others in connection with this project, or the work to be performed thereunder, or the Technical Specifications and Plans accompanying the same, shall in any way affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or contracts, or to the work, or to the Technical Specifications and Plans.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this  
2nd day of February, 2019

Attest: Shonice S Lawrence  
Secretary

**Hallmark, Inc.**  
Contractor  
Robert Lawrence  
President  
**U.S. Specialty Insurance Company**  
Surety  
Charles J. Schultz  
Attorney-In-Fact  
Charles J. Schultz

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond).

APPROVED AS TO FORM:  
Attorney for the City and County of Denver

By: [Signature]  
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF  
DENVER

By: [Signature]  
MAYOR  
By: [Signature]  
EXEC. DIR. OF PUBLIC WORKS

**POWER OF ATTORNEY**

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Charles J. Schultz of Littleton Colorado**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Three Million\*\*\*\*\* Dollars (\$ \*\*\*3,000,00.00\*\*\*).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate-bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

Corporate Seals



By: [Signature]  
**Daniel P. Aguilar, Vice President**

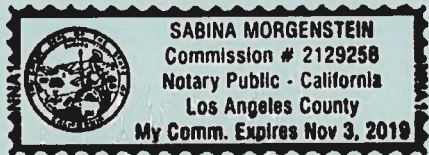
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Signature [Signature] (Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this \_\_\_\_\_ day of \_\_\_\_\_.

Corporate Seals



Bond No. 1001044847  
Agency No. 18020

[Signature]  
**Kio Lo, Assistant Secretary**



EXHIBIT C  
Contractor Rates

## BILLING RATES

The suggested billing rates for Hallmark for the On-Call projects are as follows:

Project Manager      \$87.00 / Hour

Superintendent      \$55.00 / Hour

On-Site Supervision      \$47.00 / Hour

Estimating Services      \$78.00 / Hour

Clerical      \$36.00 / Hour

Accounting      \$45.00 / Hour

EXHIBIT D  
Insurance Acord



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/2/2019

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.

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|                                                                                               |                                                                                                                                         |                                    |
|-----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| <b>PRODUCER</b><br>Commercial Risk Solutions<br>6600 E Hampden Ave Ste 200<br>Denver CO 80224 | <b>CONTACT NAME:</b> Scott Anderson, CIC<br><b>PHONE (A/C, No. Ext):</b> 303-996-7833<br><b>E-MAIL ADDRESS:</b> sanderson@crsdenver.com | <b>FAX (A/C, No):</b> 303-757-7719 |
|                                                                                               | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                    |                                    |
| <b>INSURED</b><br>Hallmark, Inc.<br>5085 Harlan Street<br>Denver CO 80212                     | <b>INSURER A:</b> The Travelers Companies                                                                                               |                                    |
|                                                                                               | <b>INSURER B:</b>                                                                                                                       |                                    |
|                                                                                               | <b>INSURER C:</b>                                                                                                                       |                                    |
|                                                                                               | <b>INSURER D:</b>                                                                                                                       |                                    |
|                                                                                               | <b>INSURER E:</b>                                                                                                                       |                                    |
| <b>INSURER F:</b>                                                                             |                                                                                                                                         | <b>NAIC #</b>                      |

**COVERAGES**

CERTIFICATE NUMBER: 511791714

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<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | Y         |          | CO4D823211    | 9/1/2018                | 9/1/2019                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                 | Y         |          | BA5D104472    | 9/1/2018                | 9/1/2019                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                   |           |          | CUP7J942557   | 9/1/2018                | 9/1/2019                | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$ 2,000,000<br>\$                                                                                                                                                                                   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/><br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                             | Y/N       | N/A      |               |                         |                         | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                               |
| A        | Inland Marine ACV                                                                                                                                                                                                                                                                                                  |           |          | 660367M8146   | 9/1/2018                | 9/1/2019                | Rntd/Lsd Equip. Deductible 75,000<br>1,000                                                                                                                                                                                                     |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: Project "2018-On-Call Services PWT-2018-023"

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as additional insured for ongoing operations on the General Liability and included as additional insured on the Auto Liability with respect to operations of the named insured for the certificate holder as required by written contract. All policy terms, conditions and exclusions apply.

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                                                                    |                                                                                                                                                                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City and County of Denver<br>Department of Public Works<br>201 W. Colfax Ave., Dept. 614<br>Denver CO 80202<br>USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/03/2019

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.

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|                                                                                |                       |                |
|--------------------------------------------------------------------------------|-----------------------|----------------|
| PRODUCER<br>Pinnacol Assurance<br>7501 E. Lowry Blvd.<br>Denver, CO 80230-7006 | CONTACT NAME:         |                |
|                                                                                | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| E-MAIL ADDRESS:                                                                |                       |                |
| INSURER(S) AFFORDING COVERAGE                                                  |                       | NAIC #         |
| INSURER A : <b>Pinnacol Assurance</b>                                          |                       | <b>41190</b>   |
| INSURED<br>Hallmark Inc<br>5085 Harlan St<br>Denver, CO 80212                  | INSURER B :           |                |
|                                                                                | INSURER C :           |                |
|                                                                                | INSURER D :           |                |
|                                                                                | INSURER E :           |                |
|                                                                                | INSURER F :           |                |

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

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                   |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          |               |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$                 |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY                                         |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                    |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><br>DED:     RETENTION \$                                                                                                                      |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                 |
| <b>A</b> | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y / N <input type="checkbox"/> N / A                            |           |          | 4092140       | 01/01/2019              | 01/01/2020              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>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)  
Unless otherwise stated in the policy provisions, coverage in Colorado only. "2018 - On-Call Services PWT-2018-023

|                                                                                                                                                                                         |                                                                                                                                                                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br>1956303<br>City and Count of Denver<br>Department of Public Works<br>201 W Colfax Ave<br>Dept. 614<br>Denver, CO 80202<br>matthew.maclachlan@denvergov.org | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>AssuredPartners of Colorado, LLC - |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

EXHIBIT E  
Prevailing Wage Rates



**DENVER**  
THE MILE HIGH CITY

**Office of Human Resources**

201 W. Colfax, Department 412

Denver, CO 80202

p: 720.913.5751

f: 720.913.5720

[www.denvergov.org/csa](http://www.denvergov.org/csa)

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

FROM: Susan Keller, Human Resources Technician, Classification & Compensation

DATE: Monday, July 16, 2018

SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication is **Friday, July 13, 2018** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO180019  
Superseded General Decision No. CO20170019  
Modification No. 1  
Publication Date: 07/13/2018  
(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.

General Decision Number: CO180019 07/13/2018 CO19

Superseded General Decision Number: CO20170019

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/05/2018       |
| 1                   | 07/13/2018       |

\* CARP9901-008 05/01/2018

|                                 | Rates    | Fringes |
|---------------------------------|----------|---------|
| CARPENTER (Form Work Only)..... | \$ 25.50 | 9.47    |
| -----                           |          |         |
| ELEC0068-016 03/01/2011         |          |         |

|                             | Rates    | Fringes    |
|-----------------------------|----------|------------|
| TRAFFIC SIGNALIZATION:      |          |            |
| Traffic Signal Installation |          |            |
| Zone 1.....                 | \$ 26.42 | 4.75%+8.68 |
| Zone 2.....                 | \$ 29.42 | 4.75%+8.68 |

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:  
Colorado Springs - Nevada & Bijou  
Denver - Ellsworth Avenue & Broadway  
Ft. Collins - Prospect & College  
Grand Junction - 12th & North Avenue  
Pueblo - I-25 & Highway 50  
All work outside of these areas shall be paid Zone 2 rates.



-----  
ENGI0009-008 05/01/2017

|                                                                                                                                                                                                                                     | Rates    | Fringes |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR:                                                                                                                                                                                                           |          |         |
| (3)-Hydraulic Backhoe<br>(Wheel Mounted, under 3/4<br>yds), Hydraulic Backhoe<br>(Backhoe/Loader<br>combination), Drill Rig<br>Caisson (smaller than<br>Watson 2500 and similar),<br>Loader (up to and<br>including 6 cu. yd.)..... | \$ 27.60 | 10.10   |
| (3)-Loader (under 6 cu.<br>yd.)<br>Denver County.....                                                                                                                                                                               | \$ 27.60 | 10.10   |
| (3)-Motor Grader (blade-<br>rough)<br>Douglas County.....                                                                                                                                                                           | \$ 27.60 | 10.10   |
| (4)-Crane (50 tons and<br>under), Scraper (single<br>bowl, under 40 cu. yd).....                                                                                                                                                    | \$ 27.75 | 10.10   |
| (4)-Loader (over 6 cu. yd)<br>Denver County.....                                                                                                                                                                                    | \$ 27.75 | 10.10   |
| (5)-Drill Rig Caisson<br>(Watson 2500 similar or<br>larger), Crane (51-90<br>tons), Scraper (40 cu.yd<br>and over),.....                                                                                                            | \$ 27.92 | 10.10   |
| (5)-Motor Grader (blade-<br>finish)<br>Douglas County.....                                                                                                                                                                          | \$ 27.92 | 10.10   |
| (6)-Crane (91-140 tons).....                                                                                                                                                                                                        | \$ 28.55 | 10.10   |

-----  
SUCO2011-004 09/15/2011

|                                                              | Rates    | Fringes |
|--------------------------------------------------------------|----------|---------|
| CARPENTER (Excludes Form Work)...                            | \$ 19.27 | 5.08    |
| CEMENT MASON/CONCRETE FINISHER                               |          |         |
| Denver.....                                                  | \$ 20.18 | 5.75    |
| Douglas.....                                                 | \$ 18.75 | 3.00    |
| ELECTRICIAN (Excludes Traffic<br>Signal Installation).....   | \$ 35.13 | 6.83    |
| FENCE ERECTOR (Excludes<br>Link/Cyclone Fence Erection)..... | \$ 13.02 | 3.20    |
| GUARDRAIL INSTALLER.....                                     | \$ 12.89 | 3.20    |
| HIGHWAY/PARKING LOT<br>STRIPING:Painter                      |          |         |
| Denver.....                                                  | \$ 12.62 | 3.21    |
| Douglas.....                                                 | \$ 13.89 | 3.21    |
| IRONWORKER, REINFORCING<br>(Excludes Guardrail               |          |         |

|                                                                                                                                                 |       |      |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-------|------|
| Installation).....\$                                                                                                                            | 16.69 | 5.45 |
| IRONWORKER, STRUCTURAL<br>(Includes Link/Cyclone Fence<br>Erection, Excludes Guardrail<br>Installation).....\$                                  |       |      |
|                                                                                                                                                 | 18.22 | 6.01 |
| LABORER                                                                                                                                         |       |      |
| Asphalt Raker.....\$                                                                                                                            | 16.29 | 4.25 |
| Asphalt Shoveler.....\$                                                                                                                         | 21.21 | 4.25 |
| Asphalt Spreader.....\$                                                                                                                         | 18.58 | 4.65 |
| Common or General                                                                                                                               |       |      |
| Denver.....\$                                                                                                                                   | 16.76 | 6.77 |
| Douglas.....\$                                                                                                                                  | 16.29 | 4.25 |
| Concrete Saw (Hand Held)....\$                                                                                                                  | 16.29 | 6.14 |
| Landscape and Irrigation....\$                                                                                                                  | 12.26 | 3.16 |
| Mason Tender-<br>Cement/Concrete                                                                                                                |       |      |
| Denver.....\$                                                                                                                                   | 16.96 | 4.04 |
| Douglas.....\$                                                                                                                                  | 16.29 | 4.25 |
| Pipelayer                                                                                                                                       |       |      |
| Denver.....\$                                                                                                                                   | 13.55 | 2.41 |
| Douglas.....\$                                                                                                                                  | 16.30 | 2.18 |
| Traffic Control (Flagger)....\$                                                                                                                 | 9.55  | 3.05 |
| Traffic Control (Sets<br>Up/Moves Barrels, Cones,<br>Install Signs, Arrow<br>Boards and Place<br>Stationary Flags)(Excludes<br>Flaggers).....\$ |       |      |
|                                                                                                                                                 | 12.43 | 3.22 |
| PAINTER (Spray Only).....\$                                                                                                                     | 16.99 | 2.87 |
| POWER EQUIPMENT OPERATOR:                                                                                                                       |       |      |
| Asphalt Laydown                                                                                                                                 |       |      |
| Denver.....\$                                                                                                                                   | 22.67 | 8.72 |
| Douglas.....\$                                                                                                                                  | 23.67 | 8.47 |
| Asphalt Paver                                                                                                                                   |       |      |
| Denver.....\$                                                                                                                                   | 24.97 | 6.13 |
| Douglas.....\$                                                                                                                                  | 25.44 | 3.50 |
| Asphalt Roller                                                                                                                                  |       |      |
| Denver.....\$                                                                                                                                   | 23.13 | 7.55 |
| Douglas.....\$                                                                                                                                  | 23.63 | 6.43 |
| Asphalt Spreader.....\$                                                                                                                         | 22.67 | 8.72 |
| Backhoe/Trackhoe                                                                                                                                |       |      |
| Douglas.....\$                                                                                                                                  | 23.82 | 6.00 |
| Bobcat/Skid Loader.....\$                                                                                                                       | 15.37 | 4.28 |
| Boom.....\$                                                                                                                                     | 22.67 | 8.72 |
| Broom/Sweeper                                                                                                                                   |       |      |
| Denver.....\$                                                                                                                                   | 22.47 | 8.72 |
| Douglas.....\$                                                                                                                                  | 22.96 | 8.22 |
| Bulldozer.....\$                                                                                                                                | 26.90 | 5.59 |
| Concrete Pump.....\$                                                                                                                            | 21.60 | 5.21 |
| Drill                                                                                                                                           |       |      |
| Denver.....\$                                                                                                                                   | 20.48 | 4.71 |
| Douglas.....\$                                                                                                                                  | 20.71 | 2.66 |
| Forklift.....\$                                                                                                                                 | 15.91 | 4.68 |
| Grader/Blade                                                                                                                                    |       |      |
| Denver.....\$                                                                                                                                   | 22.67 | 8.72 |
| Guardrail/Post Driver.....\$                                                                                                                    | 16.07 | 4.41 |
| Loader (Front End)                                                                                                                              |       |      |

|                                                 |          |      |
|-------------------------------------------------|----------|------|
| Douglas.....                                    | \$ 21.67 | 8.22 |
| Mechanic                                        |          |      |
| Denver.....                                     | \$ 22.89 | 8.72 |
| Douglas.....                                    | \$ 23.88 | 8.22 |
| Oiler                                           |          |      |
| Denver.....                                     | \$ 23.73 | 8.41 |
| Douglas.....                                    | \$ 24.90 | 7.67 |
| Roller/Compactor (Dirt and<br>Grade Compaction) |          |      |
| Denver.....                                     | \$ 20.30 | 5.51 |
| Douglas.....                                    | \$ 22.78 | 4.86 |
| Rotomill.....                                   | \$ 16.22 | 4.41 |
| Screed                                          |          |      |
| Denver.....                                     | \$ 22.67 | 8.38 |
| Douglas.....                                    | \$ 29.99 | 1.40 |
| Tractor.....                                    | \$ 13.13 | 2.95 |

TRAFFIC SIGNALIZATION:

|              |          |      |
|--------------|----------|------|
| Groundsman   |          |      |
| Denver.....  | \$ 17.90 | 3.41 |
| Douglas..... | \$ 18.67 | 7.17 |

TRUCK DRIVER

|                                             |          |      |
|---------------------------------------------|----------|------|
| Distributor                                 |          |      |
| Denver.....                                 | \$ 17.81 | 5.82 |
| Douglas.....                                | \$ 16.98 | 5.27 |
| Dump Truck                                  |          |      |
| Denver.....                                 | \$ 15.27 | 5.27 |
| Douglas.....                                | \$ 16.39 | 5.27 |
| Lowboy Truck.....                           | \$ 17.25 | 5.27 |
| Mechanic.....                               | \$ 26.48 | 3.50 |
| Multi-Purpose Specialty &<br>Hoisting Truck |          |      |
| Denver.....                                 | \$ 17.49 | 3.17 |
| Douglas.....                                | \$ 20.05 | 2.88 |
| Pickup and Pilot Car                        |          |      |
| Denver.....                                 | \$ 14.24 | 3.77 |
| Douglas.....                                | \$ 16.43 | 3.68 |
| Semi/Trailer Truck.....                     | \$ 18.39 | 4.13 |
| Truck Mounted Attenuator....                | \$ 12.43 | 3.22 |
| Water Truck                                 |          |      |
| Denver.....                                 | \$ 26.27 | 5.27 |
| Douglas.....                                | \$ 19.46 | 2.58 |

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

**Office of Human Resources  
Supplemental rates  
(Specific to the Denver Projects)  
Revised 4/11/2017)**

| <b>Classification</b>                                                               |                                  | <b>Base</b> | <b>Fringe</b> |
|-------------------------------------------------------------------------------------|----------------------------------|-------------|---------------|
| Ironworker (Ornamental)                                                             |                                  | \$26.05     | \$12.00       |
| Laborer                                                                             | Removal of Asbestos              | \$21.03     | \$8.55        |
| Line Construction                                                                   | Lineman, Gas Fitter/Welder       | \$36.88     | \$9.55        |
|                                                                                     | Line Eq Operator/Line Truck Crew | \$25.74     | \$8.09        |
| Millwright                                                                          |                                  | \$28.00     | \$10.00       |
| Pipefitter                                                                          |                                  | \$30.45     | \$12.85       |
| Plumber                                                                             |                                  | \$30.19     | \$13.55       |
| Power Equipment Operator<br>(Tunnels Above and Below<br>Ground, shafts and raises): | Group 1                          | \$25.12     | \$10.81       |
|                                                                                     | Group 2                          | \$25.47     | \$10.85       |
|                                                                                     | Group 3                          | \$25.57     | \$10.86       |
|                                                                                     | Group 4                          | \$25.82     | \$10.88       |
|                                                                                     | Group 5                          | \$25.97     | \$10.90       |
|                                                                                     | Group 6                          | \$26.12     | \$10.91       |
|                                                                                     | Group 7                          | \$26.37     | \$10.94       |
| Power Equipment Operator                                                            | Group 1                          | \$22.97     | \$10.60       |
|                                                                                     | Group 2                          | \$23.32     | \$10.63       |
|                                                                                     | Group 3                          | \$23.67     | \$10.67       |
|                                                                                     | Group 4                          | \$23.82     | \$10.68       |
|                                                                                     | Group 5                          | \$23.97     | \$10.70       |
|                                                                                     | Group 6                          | \$24.12     | \$10.71       |
|                                                                                     | Group 7                          | \$24.88     | \$10.79       |
| Truck Driver                                                                        | Group 1                          | \$18.42     | \$10.00       |
|                                                                                     | Group 2                          | \$19.14     | \$10.07       |
|                                                                                     | Group 3                          | \$19.48     | \$10.11       |
|                                                                                     | Group 4                          | \$20.01     | \$10.16       |
|                                                                                     | Group 5                          | \$20.66     | \$10.23       |
|                                                                                     | Group 6                          | \$21.46     | \$10.31       |

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

**Contract Control Number:**

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

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: PWADM-201947369-00

Contractor Name: HALLMARK, INC.

By: 

Name: Robert Lawrence  
(please print)

Title: President  
(please print)

ATTEST: [if required]

By: 

Name: Theresa Lawrence  
(please print)

Title: Vice President  
(please print)

