

## CONTRACT SERVICES AGREEMENT

**THIS CONTRACT SERVICES AGREEMENT** (the “**Agreement**”) is made and entered effective as of the date set forth on the City’s signature page below (“**Effective Date**”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”) and **MCKINSTRY ESSENTION, LLC**, a Washington limited liability company, registered to conduct business in Colorado, whose business address is 5005 3<sup>RD</sup> Avenue South, Seattle, Washington 98134 (the “**Contractor**”), (referred to herein jointly as the “**Parties**” and individually as a “**Party**”).

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

### **1. WORK TO BE PERFORMED:**

**A. Services:** As the City’s Executive Director of Climate Action, Sustainability and Resiliency (“**Executive Director**”) directs, the Contractor shall diligently and skillfully perform the services as described in the Scope of Work attached hereto as **Exhibit A**, including documents developed pursuant thereto, and in accordance with the budget attached hereto in **Exhibit B**, (the “**Work**”), both of which exhibits are incorporated herein by this reference.

**B. Oversight and Coordination:** The Contractor shall conduct the Work under the general direction of and in coordination with the Executive Director or the Executive Director’s designee, as representative for the City and the Office of Climate Action, Sustainability & Resiliency (“**Department**”). The Contractor shall make every reasonable effort to fully coordinate the Work with any City agency or any person or firm under contract with the City doing work that affects the Work. The Contractor agrees to allow the City and/or its representatives (“**Representatives**”) to access the Work and to review any of the procedures performed by the Contractor and/or its subcontractors in doing the Work under this Agreement and to make available for inspection all notes and other documents used in performing the Work.

**C. Non-exclusivity:** The Contractor acknowledges and agrees that this Agreement does not create an exclusive right to perform all Work regarding maintenance or installation in the specified locations or other locations. The City may enter into agreements with other contractors to perform the same or similar services and reserves the right to select, at the

discretion of the Department, the contractor that is the most cost effective, best suited, and/or most readily able to perform.

**D. Time is of the Essence:** The Work specified in the Scope of Work is time sensitive. The Contractor acknowledges and affirms that it is imperative that the Contractor exercise due diligence and actively and expeditiously undertake all measures necessary to perform the Work in accordance with the schedule and requirements set forth in the Scope of Work. Flagrant or persistent problems with the Contractor timely and effectively performing obligations as specified herein may result in termination of this Agreement as provided in sub-section 5.C. below or in the assessment of liquidated damages as provided in sub-section 5.E.2 below.

**E. Additional On-Call Services:**

1) If the City determines additional on-call services are required, the City will provide a request to the Contractor describing the general scope and intent of the additional services. The Contractor shall submit a proposal in response to the City's request, which shall include a quote for completing the work, as well as any other details requested by the City. If approved by the City, the City shall issue a Task Order. All Task Orders, signed by the Parties, shall be issued in accordance with this Agreement and subject to the budget in **Exhibit B**, and shall become part of the Work authorized under and subject to this Agreement. Each Task Order shall include, at a minimum, a detailed scope of services, a project schedule, a schedule of values, information on the number and type of materials to be installed (if applicable), drawings and specifications (if applicable), budget and payment schedule, including a "not to exceed" amount, specific to the Task Order, and any other details requested by the City. In the event of a conflict between a particular provision of any Task Order and a provision of this Agreement, this Agreement shall take precedence. A Task Order may be amended by the Parties by a written instrument prepared by the Parties jointly and signed by their authorized representatives.

2) The City is not required to execute any minimum number of Task Orders under this Agreement, and the City reserves the right to execute Task Orders with the Contractor at its sole discretion. The City shall have no liability to compensate the Contractor for any work not specifically set forth in this Agreement and expressly authorized by the Executive Director or a properly executed Task Order. In no event shall a Task Order term extend beyond the Term unless the City has specifically agreed in writing. If this Agreement is terminated for any reason, each Task Order hereunder shall also terminate unless the City has specifically directed otherwise in writing.

## **2. METHODS OF WORK:**

**A. Resources, Personnel, Requirements, and Time Commitment:** The Work shall be promptly commenced and actively prosecuted with the optimum complement of workers and equipment in order to complete the Work in an effective and expeditious manner in accordance with this Agreement, including all exhibits, and any documents developed pursuant thereto (e.g., Task Orders, drawings, schedules of values). The Contractor shall furnish all labor, tools, chemicals, supplies, equipment, materials and everything necessary for and required to perform and complete the Work. When Work is being performed, a qualified superintendent shall be present at at least one site and available within twenty (20) minutes of other sites if needed, provided that any given superintendent shall not be responsible for more than three sites at one time. The Work shall be undertaken by workers skilled, proficient, and experienced in the trades required by this Agreement. The Work shall be performed in an orderly and responsible manner in accordance with recognized standards and the plans and specifications contained in or developed pursuant to this Agreement or as provided to the Contractor by the Department. If the Department reasonably believes that the Work is not proceeding satisfactorily or in a timely manner because the Contractor has not utilized an adequate number of qualified and skilled personnel or workers or provided sufficient tools, supplies, equipment, or materials, then the Department may require the Contractor, at no additional cost to the City, to utilize additional qualified and skilled personnel or workers or provide additional tools, supplies, equipment, or materials to perform the Work in a manner reasonably acceptable to the Department or, as determined by the Department in its discretion, re-assign Work to any other contractor with which the City has entered a contract to provide similar services.

**B. Permits and Licenses:** Any tasks specified under this Agreement that require the employment of licensed or registered personnel shall be performed by licensed or registered personnel. To the extent that any permit or license is required by a City department or other governmental entity for any work on public property, said permit or license shall be obtained and paid for by the Contractor in advance of performing the Work and shall be complied with in the performance of the Work. The Contractor shall obtain, at its own expense, and maintain all permits or licenses, including any prescribed governmental authorizations or approvals, required for the performance of the

Work and shall demonstrate, if requested, what actions the Contractor has taken to comply with the required permits, licenses, authorizations or approvals.

C. Work Site Conditions: Work sites and nearby locations shall be kept clean and neat. Equipment, vehicles, and materials no longer needed at the site shall be promptly removed from the site, and any such items lawfully stored for use on the site shall be so placed and secured as to protect the public health and safety. All scraps, debris, trash, excess soil, and other waste materials shall be regularly removed and properly disposed of. Disposal in solid waste containers provided by the City is prohibited unless written authorization is obtained.

D. Protection of Property: The Contractor shall assume full responsibility and expense for the protection of all public and private property, including but not limited to structures, equipment, street improvements, pathways, irrigation systems, landscaping, water lines, sewers, and other utilities, both above and below ground, at or near the site or sites of the Work or at any other location affected by the prosecution of the Work or the transportation or utilization of workers, equipment, or materials in connection with the Work. The Contractor shall provide, in a timely manner and in advance, written notice to: 1) the City department having charge of any property, right of way, or utility affected by the Work; 2) any utility having charge of any utility affected by the Work; and 3) any private property owner whose property or improvements will be affected by the Work, and shall make all necessary arrangements with such City department, utility, or private property owner for the removal and replacement or the protection of such property. The Contractor shall arrange and obtain any utility locations required by law or necessary to protect utilities or underground facilities on public or private property and shall be liable for any failure to obtain or comply with such utility locations. If the Contractor or its employees, agents, or subcontractors destroy or damage any property, public or private, the Contractor shall promptly repair or replace such property, to the reasonable satisfaction of the Department, before the City will accept or pay for the Work performed. If the Contractor fails to make such repairs or replacement, the Director may, at the Director's discretion, undertake such repair or replacement and deduct the cost of the same from amounts payable to the Contractor under this Agreement.

E. Safety: The Contractor is responsible for the health and safety of every person on or at the Work site and shall take all necessary and appropriate precautions and actions to protect such persons from injury, death or loss. The Contractor shall be responsible for being fully

familiar with and complying with all applicable federal, state, and local laws, ordinances, rules and regulations, requirements and guidelines, including the Occupational Safety and Health Act and any regulations or directives adopted thereunder (“**Safety Laws**”). The Contractor shall promptly notify the Department in writing of any violations of said Safety Laws, along with copies of any injury reports (whether or not related to a violation of a Safety Law), and any citations, orders, or warnings issued by governmental agencies in the enforcement of said Safety Laws. The Contractor shall provide and properly locate all necessary protective devices and safety precautions, including warning signs, barricades, or other devices or precautions as required by Safety Laws or the Department. For all operations requiring the placement and movement of equipment or materials, the Contractor shall observe and exercise, and shall direct its employees or agents to observe and exercise, all appropriate and prudent caution so as to avoid injury to persons or damage to property and to minimize annoyance to or undue interference with the movement of the public and the performance of City functions. All ladders, scaffolding, or other devices used to reach objects not otherwise accessible, shall be of sound construction, firm and stable and shall be maintained in good, operable condition. All such equipment shall be moved, placed, shifted, and removed from work areas in such a manner as to provide maximum safety to persons and property and cause the least possible interference with the normal usage of such areas by the public and City personnel.

**F. Completion; Deficiency:** The Contractor shall promptly notify the Department as to the completion of the specified Work so that inspection of the Work may be made by the Department. If the Work performed is determined by the Department to be defective, deficient or incomplete, the Contractor shall correct or complete the Work, at no additional cost to the City, within the timeframe specified in a Notice of Deficiency issued by the Department, and shall promptly notify the Department upon correction or completion of the Work.

**3. TERM:** The term of the Agreement shall commence on **upon full execution of the Agreement** and shall expire three (3) years after the Effective Date, (the “Term”).

**4. COMPENSATION AND PAYMENT:**

**A. Maximum Contract Amount:** The Maximum Contract Amount to be paid by the City to the Contractor shall in no event exceed the sum of **SIX MILLION EIGHT HUNDRED FORTY THOUSAND DOLLARS AND NO CENTS (\$6,840,000.00)**, unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement. The Maximum Contract Amount stated

herein is not intended, and shall not be construed, as a promise or guarantee to the Contractor that the compensation for the Work that the Executive Director authorizes to be performed by the Contractor under this Agreement will total or approximate the Maximum Contract Amount. Notwithstanding any other term or provision of this Agreement, nothing in this Agreement guarantees Contractor any minimum amount of work. All Work is subject to inspection by the City prior to payment.

**B. Conditions of Payment:** Requests for payment, or progress payments, if applicable or appropriate, must be submitted by the Contractor to the Department with a level of detail reasonably acceptable to the City, including all supporting documentation reasonably required by the City. The requests for payment, or progress payments, if applicable or appropriate, must fully document and itemize the Work rendered and all equipment, supplies, materials, labor, and other authorized and actually incurred costs, all in accordance with **Exhibit A** and **Exhibit B**. To be due and payable by the City, the following must be true, and the request for payment shall affirmatively represent that: 1) all of the specified Work has been fully performed and completed consistent with this Agreement, including all exhibits, and any documents developed pursuant thereto (e.g., Task Orders, drawings, schedules of values), and approved by the City, and any Deficiency Notice has been satisfied; 2) no claims, liens, or amounts owed to employees, suppliers, or materialmen are outstanding and all requirements and conditions of Section 13 below have been fully complied with; 3) all rights, title and interests to the materials or improvements provided or installed as the result of this Work have transferred to the City; and 4) no interest or encumbrance of any kind associated with the Work will be asserted, has been acquired, or will be made by the Contractor or any other person or entity. If the request for payment does not contain these representations, the representations are hereby deemed to contain them. The request for payment must be approved by the Director or the Director's designee in writing in order to be eligible for compensation under this Agreement. Any payment may be reduced by any liquidated damages assessed by the Director under sub-section 5.E.2 below and the costs of any repair or replacement of property as specified in sub-section 2.D above. In addition, the City may withhold from payment an amount sufficient to cover any claims, as prescribed by section 38-26-107, C.R.S. All invoicing and payments are subject to the City's Prompt Payment Ordinance, §§ 20-107 through 20-118, D.R.M.C.

**C. Subject to Appropriation; No Multiple Year Obligation:** It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend

only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. The Contractor acknowledges that 1) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and 2) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

**D. Amendment:** The Contractor acknowledges that the City is not obligated to execute an amendment to this Agreement and that any work performed by the Contractor beyond that specifically described or allowed and expressly authorized under this Agreement or without a fully and properly executed amendment to this Agreement is performed at the Contractor's risk and without authorization under this Agreement.

## **5. TERMINATION & REMEDIES:**

**A. Termination for Convenience by the City:** The Director, upon giving twenty (20) calendar days written notice (unless a longer period is given), may terminate this Agreement, in whole or part, when it is in the best interest of the City as determined by the Director. Any unfinished portion of the Work shall be faithfully and timely performed to the extent directed by the Director (in the Director's discretion), and compensation for all such authorized Work performed shall be paid to the Contractor in accordance with this Agreement. The Contractor shall have no claim of any kind whatsoever against the City for any termination without cause, except for compensation as described herein.

**B. Termination for Convenience by the Contractor:** Provided that the Contractor is not in Breach as provided in sub-section 5.C. below and subject to the survival provisions in Section 31 below, the Contractor, upon giving one hundred and twenty (120) calendar days written notice (unless a longer period is stated), may terminate this Agreement. Any unfinished portion of the Work shall be faithfully and timely performed to the extent directed by the Director (in the Director's discretion), and compensation for all such authorized Work performed shall be paid to the Contractor in accordance with this Agreement. The Contractor shall have no claim of any kind whatsoever against the City for any termination without cause, except for compensation as described herein.

**C. Termination, With Cause, by the City:** The occurrence of any one or more of the following shall constitute a breach of this Agreement ("**Breach**"), for which the Director may, at the Director's option, either terminate this Agreement, with cause, or seek liquidated damages, upon written notice to the Contractor, as provided below:

1) The Contractor fails or refuses, within three (3) calendar days of being notified, to expeditiously and actively undertake or substantially or timely perform its responsibilities and obligations or fails or refuses to make adequate progress in performing its responsibilities and obligations under this Agreement and the Scope of Work, provided that the failure or refusal to undertake, make good progress, or complete the Work is not due to matters beyond the Contractor's control such as weather disaster or persistent bad weather, floods, or other acts of God, civil unrest, acts of the public enemy, national calamity, a strike at a manufacturer or supplier for the Work, or widespread unavailability of necessary materials or supplies;

2) There is substantial evidence that it has been or will be impossible for the Contractor to perform the Work required due to matters within the Contractor's control such as voluntary bankruptcy, strikes, boycotts, and labor disputes involving Contractor's employees or closure or suspension of operations by regulatory order of a governmental entity or an order of a court due to violations or infractions by the Contractor or Contractor's employees;

3) The Contractor has persistently or flagrantly failed to perform the Work or failed to timely perform the Work or to comply with the schedule, specifications and requirements as set forth in the Scope of Work;

4) The Contractor has submitted requests for payment under Section 4 of this Agreement that are fraudulent or persistently or flagrantly erroneous or misleading;

5) The Contractor has made an assignment or transfer of, or subcontracts, its responsibilities and obligations under this Agreement without obtaining the Director's written consent or not in conformance with this Agreement;

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

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

8) Any lien is filed against City property because of any act or omission of the Contractor and is not timely discharged, unless the Contractor furnishes to the City such bond or other financial assurance reasonably acceptable to the Director to protect the interests of the City;



- 9) The Contractor has failed to obtain or maintain any required permit or license or has utilized personnel or workers not licensed or registered as required by law;
- 10) The Contractor has flagrantly or persistently failed or refused to comply with any applicable Safety Laws or fails or refuses to rectify any condition or situation in violation of applicable Safety Laws;
- 11) The Contractor has failed to deliver title or warranties or has failed to honor warranties as required by this Agreement;
- 12) The Contractor fails, within three (3) calendar days of being notified, to comply with, or fails to compel its subcontractors to comply with, the prevailing wage requirements or other City ordinances applicable to the type and nature of Work being performed under this Agreement;
- 13) The Contractor has failed or has refused to obtain or maintain any environmental permit or approval or has failed or has refused to comply with Environmental Requirements, as specified in this Agreement or the Scope of Work.
- 14) The Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with the Contractor's business.

**D. Compensation:** Upon termination of this Agreement, with cause, under sub-section 5.C above, the Contractor shall be compensated for the Work that the Director determines to have been satisfactorily completed, except that the City shall be entitled to keep any unpaid amount owing to the Contractor to the extent that said amount or some portion of said amount is needed to compensate the City for: 1) liquidated damages, if specified under sub-section 5.E below; 2) the costs of releasing any liens related to the Work; 3) the costs of paying a new contractor for those services necessary to complete or rectify the Work; and/or 4) the costs to repair or replace any property damaged, destroyed, or lost by the Contractor or its subcontractors. The Contractor shall have no claim of any kind whatsoever against the City for any termination with cause, except for compensation for the Work satisfactorily performed as described herein.

**E. Remedies:**

1) *Termination:* For any termination of this Agreement, with cause, the City shall have the right to any or all of the following remedies through the courts or other means of legal recourse available to the City: a) cancellation of this Agreement; b) actual damages or costs caused by Breach by the Contractor; and c) recovery of costs incurred by the City as a result of the Breach by the Contractor, to the extent not covered in sub-section 5.D. above. In any legal action brought by the Contractor, the Contractor shall not be entitled to recover any more than the full amount, not previously paid, of any Work satisfactorily performed in whole or part by the Contractor.

2) *Liquidated Damages:* If the Director determines, at the Director's discretion, for a Breach of this Agreement under sub-section 5.C above, not to seek termination but to apply liquidated damages as provided in this paragraph, the Contractor shall be liable to the City for liquidated damages up to the amount of two hundred dollars (\$200.00) per day per site listed in the notice of Breach, calculated from the day that the Director issues notice to the Contractor of a Breach under sub-section 5.C through the day before the Breach is remedied, as so determined by the Director, or until the day another contractor undertakes the Work originally assigned to the Contractor. The Contractor and City hereby acknowledge and agree that it would be impractical and extremely difficult to estimate the damages that the City might incur for said Breach, and that, in the interest of assuring that Work is timely and properly performed, the liquidated damages provided herein is the most fair and reasonable way to compensate the City for any delay or inadequate performance without termination of the Agreement or litigation.

**6. RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any action or inaction, including any payments to the Contractor, by the City constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Contractor, and the City's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. No assent, expressed or implied, to any breach or default shall be deemed or taken to be a waiver of any other breach or default.

**7. STATUS OF CONTRACTOR:** The Contractor is an independent contractor and an entity or person retained on a contractual basis to perform professional or technical services for

limited periods of time. Neither the Contractor nor the Contractor's employees or officers are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code or for any purpose whatsoever. Without limiting the foregoing, the Contractor understands and acknowledges that the Contractor and the Contractor's employees and officers: 1) are not entitled to workers' compensation benefits through the City; 2) are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity besides the City; and 3) are obligated to pay federal and state taxes on any monies earned pursuant to this Agreement. Furthermore, it is understood and agreed that nothing in this Agreement is intended, or shall be construed, to constitute a joint venture between the Parties.

## **8. INSURANCE**

**A. General Conditions:** The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies are canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the notices section of the Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of

the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

**C. Additional Insureds:** For Commercial General Liability, Business Automobile Liability, Builder's Risk, and Excess Liability (if required), the 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.

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

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

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

**G. Commercial General Liability:** The Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for

each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

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

**I. Professional Liability (Errors & Omissions):** Contractor shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

**J. Builder's Risk:** Contractor shall maintain minimum limits of \$2 million. 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.

**9. FINANCIAL ASSURANCES:** Without limiting or waiving any other responsibilities or obligations of the Contractor under this Agreement, prior to the commencement of any Work involving installation or construction, Contractor shall deliver to the Executive Director payment and performance bond(s), as acceptable to and approved by the City Attorney's Office ("Surety"). Such Surety shall be in a sum equal to the maximum budget amount for such Work and be payable to the City. Such Surety shall provide effective and sufficient financial assurance for the full and faithful performance of the Contractor's duties and obligations under this Agreement with respect to the relevant Work and the payment of bills for labor and materials for such Work, along with appropriate powers of attorney; provided, however, that the Surety shall not cover any obligation of the Contractor to ensure that the Work as constructed will result in any particular level of energy savings. The Surety must be issued from a surety corporation or bank authorized to do business in the State of Colorado and which is acceptable to the City. Such Surety shall be payable to the City upon demand for the Contractor's failure to perform the relevant Work as required under this Agreement and/or failure to pay all amounts owed to laborers, mechanics, subcontractors, and materialmen for work performed or materials, supplies, rental items, tools, and equipment provided for the Work under this Agreement. The Surety shall also assure the repair or replacement of any such Work found to be defective or otherwise not in compliance with this Agreement. The Surety shall remain in effect or be promptly renewed or replaced by another Surety acceptable to the City during the Term of the Agreement and for a ninety (90) day period after the expiration or termination of this Agreement and any warranty period

or other period prescribed by law. Satisfactory proof of renewal or acceptable replacement must be provided to the Executive Director at least sixty (60) days prior to the date of expiration or termination of the Surety. The Contractor's obligations set out in this section shall survive the expiration or termination of this Agreement and failure to obtain or maintain said Surety shall be grounds for immediate termination.

**10. DEFENSE & INDEMNIFICATION:**

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

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

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

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

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

**11. COLORADO GOVERNMENTAL IMMUNITY ACT:** The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations

and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101 *et seq.*, C.R.S.

**12. PERMITS, LICENSES, TAXES, CHARGES AND PENALTIES:** The Contractor agrees to pay promptly all taxes, excises, license fees, and permit fees of whatever nature applicable to its operations or activities under this Agreement, and to take out and keep current all required licenses or permits (federal, state, or local) required for the conduct of its business hereunder, and further agrees not to permit any of said taxes, excises or license or permit fees to become delinquent. The City shall not be liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts which the City may be required to pay under § 20-107 to § 20-115, D.R.M.C. The City is a tax-exempt entity.

**13. LIENS AND OTHER ENCUMBRANCES:** The Contractor shall not permit any mechanic's or materialman's liens or any other liens to be imposed and remain for more than ninety (90) days upon any City-owned property, or any part thereof, by reason of any worker labor performed or materials or equipment furnished by any person or legal entity to or on behalf of the Contractor, either pursuant to C.R.S. § 38-26-107 or by any other authority. The Contractor shall promptly pay when due all bills, debts and obligations incurred in connection with this Agreement and shall not permit the same to become delinquent. The Contractor shall not permit any lien, mortgage, judgment, execution or adjudication of bankruptcy which will in any way impair the rights of the City under this Agreement. The Contractor will indemnify and save harmless the City for the extent of any and all payments, interests, and penalties resulting from failure to comply with this section. The Contractor's obligations set out in this section shall survive the termination of this Agreement.

**14. ENVIRONMENTAL COMPLIANCE:** The Contractor shall obtain all necessary federal, state, and local environmental permits and comply with all applicable federal, state, and local environmental permit requirements relating to the Work. The Contractor shall comply with all applicable federal, state, and local environmental guidelines, rules, regulations, statutes, laws, and orders (collectively, "**Environmental Requirements**"), including but not limited to Environmental Requirements regarding the storage, use, transportation, and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. The term "Hazardous Materials" shall mean asbestos, asbestos-containing materials, and asbestos-

contaminated soils, special wastes, polychlorinated biphenyls (PCBs), any petroleum products, natural gas, radioactive source material, pesticides, any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act, state statute counterparts to these federal statutes, any guidelines issued and rules or regulations promulgated pursuant to federal or state statutes, and any other applicable federal or state statute. The Contractor shall promptly notify the Department in writing of any violations of said Environmental Requirements, and any citations, orders, or warnings issued by governmental agencies in the enforcement of said Environmental Requirements.

**15. WARRANTIES; CORRECTION OF WORK; TITLE:** The Contractor warrants and guarantees that all parts, materials, components, equipment, systems and other items incorporated into the Work (“**Items**”) shall be new, unless otherwise specified, and suitable for the purpose used, and shall be of good quality, free from faults and defects, and in keeping with common industry standards and that said Items shall be properly installed or incorporated into the Work in accordance with manufacturer’s specifications and standard practices for said Items, and all of this shall be in conformance with the specifications and requirements of this Agreement. The Contractor’s warranty shall be effective for a one-year period following the completion of any part of the Work (with the warranty period start date to be identified in the Notice of Substantial Completion for the respective Work) and shall be extended for one year following any repair, replacement or corrective action required under the warranty. The Contractor, when requested, shall furnish the Department with satisfactory evidence of the kind and quality of Items proposed to be incorporated into the Work. At any time while this Agreement is in effect or during the warranty period, the Contractor shall, at no cost to the City, promptly investigate, repair, replace, or otherwise correct any of its workmanship and/or Items in the Work that contain fault(s) or defect(s), whether such failure(s) are observed by the Department or the Contractor, and promptly repair, replace, otherwise correct any damage to any personal or real property owned by the City or another person resulting from said fault(s) or defect(s) or from the repair, replacement, or correction of the fault(s) or defect(s). The Contractor warrants that the Contractor has full title to all Items incorporated into the Work, that the transfer of such title to the City is rightful and free



and clear from all security interests, liens, claims, or encumbrances whatsoever, and that the Contractor will defend such title against all persons claiming the whole or part of any Item, at no cost to the City.

**16. EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.

**17. ASSIGNMENT & SUBCONTRACT:** Unless otherwise expressly provided in this Agreement, the Contractor covenants and agrees that the Contractor will not assign, transfer or subcontract the Contractor's rights and obligations hereunder without first obtaining the written consent of the Director. Such consent may be granted or denied at the sole and absolute discretion of said Director. Any assignment or subcontract approved by the Director may require new or extended surety and insurance being provided by the Contractor or the Contractor's assignee or subcontractor, as specified in the Director's written consent. Any attempt by the Contractor to assign, transfer or subcontract the Contractor's rights and obligations under this Agreement without such prior written consent of the Director is ineffective and void, and in no way binding on the City. In such event, the Director may elect, at the discretion of said Director, to terminate this Agreement and all rights of the Contractor under this Agreement and/or to seek such other remedies available to the City under law. If a subcontract of any of the rights or obligations under this Agreement is approved by the Director (by prior written consent), the Contractor will ensure

that each Subcontractor acts in accordance with the terms of this Agreement, including all exhibits, and any documents developed pursuant thereto (e.g., Task Orders, drawings, schedules of values).

**18. NO THIRD-PARTY BENEFICIARY:** Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action to or by any third person or entity. Any person other than the City or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

**19. NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

**20. INTEGRATION & AMENDMENTS:** This Agreement, including the exhibits and attachments hereto (each of which is specifically incorporated herein), is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect, unless embodied in this Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment shall have any force of effect unless embodied in a written amendment to this Agreement executed by the Parties in the same manner as this Agreement. Any oral representation by any officer or employee of the City at variance with terms and conditions of this Agreement or any written amendment to this Agreement shall not have any force or effect nor bind the City.

**21. SEVERABILITY:** If any provision of this Agreement or any portion thereof is held by a court of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law, except for the provisions of this Agreement requiring prior appropriation of funds and limiting the total amount payable by the City, the validity of the remaining portions or provisions shall not be affected, if the intent of the Parties can be fulfilled.

**22. CONFLICT OF INTEREST:**

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

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

**23. NOTICES:** Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance, including changes to the persons to be notified or their addresses, shall be made by the Contractor to:

Executive Director of Climate Action,  
Sustainability & Resiliency  
201 West Colfax Avenue, #704  
Denver, Colorado 80202

With a copy to: Denver City Attorney  
Denver City Attorney's Office  
201 West Colfax Avenue, Dept. 1207  
Denver, Colorado 80202

And by the City being made to the Contractor at the address set forth on the first page of this Agreement. All notices shall be in writing and provided by either personal delivery, certified mail, return receipt requested, or overnight courier. All notices are effective upon personal delivery or upon placing the notice in the United States mail or with the courier service.

**24. DISPUTES:** All disputes of whatsoever nature between the City and the Contractor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code ("D.R.M.C."), § 56-106(b) *et seq.* For the purposes of that procedure, the City official rendering a final determination shall be the Executive Director of Climate Action, Sustainability & Resilience.

**25. GOVERNING LAW; COMPLIANCE WITH LAWS; VENUE:**

A. Governing Law: This Agreement shall be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated in this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments and supplements to the same.

B. Compliance with Laws: The Contractor shall perform or cause to be performed all services and work under this Agreement in full compliance with all applicable laws, codes, rules, regulations and orders of the United States of America, the State of Colorado, and the City and County of Denver.

C. Venue: Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

**26. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, 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, protective hairstyle or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

**27. PREVAILING WAGES:**

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

Date bid or request for qualifications/proposals was advertised: N/A.

If contract opportunity was not advertised, date of written encumbrance: August 13, 2025.

**B.** Prevailing wage and fringe rates will adjust on the anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. Unless expressly provided for in this Agreement, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits. Contractor shall provide the Auditor with a list of all subcontractors providing any services under the contract. Contractor shall provide the Auditor with electronically certified payroll records for all covered workers employed under the contract. Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing [auditor@denvergov.org](mailto:auditor@denvergov.org). If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe benefits. Current prevailing wage rates are attached as **Exhibit H** and incorporated into the Agreement.

**28. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Contractor shall cooperate and comply with the provisions of Executive Order 94 concerning the use, possession or sale of alcohol or drugs. Violation of this provision or refusal to cooperate with implementation of the policy can result in the City barring the Contractor from City facilities or participating in City operations.

**29. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions have been prepared by a particular party.

**30. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of this Agreement and the exhibits, the language of this Agreement shall control.

**31. SURVIVAL OF CERTAIN PROVISIONS:** The terms and conditions of this Agreement, together with the exhibits and attachments hereto, that, by reasonable implication, contemplate continued performance, rights or compliance beyond the expiration or termination of this Agreement, shall survive this Agreement and shall continue to be enforceable. Without limiting the generality of the foregoing, the Contractor's obligations to provide insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation,

plus the time necessary to fully resolve any claims, matters, or actions begun within that period. In addition, all obligations for financial assurances, warranties, and title prescribed in this Agreement shall survive as provided in this Agreement.

**32. INUREMENT:** The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns to the extent that such assignments are authorized under this Agreement.

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

**34. SECTION HEADINGS:** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

**35. LEGAL AUTHORITY:** The Contractor assures and guarantees that the Contractor possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. The person or persons signing and executing this Agreement on behalf of the Contractor, do hereby warrant and guarantee that he/she or they have been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions herein set forth. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Contractor or the person(s) signing the Agreement to enter into this Agreement.

**36. CITY EXECUTION OF AGREEMENT:** This Agreement shall not be effective or binding on the City until it has been executed by all signatories of the City and County of Denver and, if required by Charter, approved by City Council.

**37. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the

Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

**38. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** The Contractor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature 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 this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**Exhibit List**

The following exhibits are attached and incorporated by reference herein:

- Exhibit A**      Scope of Work.
- Exhibit B**      Budget, Payment Schedule, and Performance Guarantee.
- Exhibit C**      Certificate of Insurance.
- Exhibit D**      Notice to Proceed (sample).
- Exhibit E**      Schedule of Values (sample).
- Exhibit F**      Notice of Substantial Completion (sample).
- Exhibit G**      Notice of Final Acceptance (sample).
- Exhibit H**      Prevailing Wage Rate Schedules.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**[SIGNATURE PAGES TO FOLLOW]**

**Contract Control Number:**  
**Contractor Name:**

CASR-202581032-00  
MCKINSTRY ESSENTION, LLC

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

**SEAL****CITY AND COUNTY OF DENVER:**

**ATTEST:**  
  
By: \_\_\_\_\_  
  
\_\_\_\_\_

**APPROVED AS TO FORM:**  
  
Attorney for the City and County of Denver  
  
By: \_\_\_\_\_

**REGISTERED AND COUNTERSIGNED:**  
  
By: \_\_\_\_\_  
  
By: \_\_\_\_\_



**Contract Control Number:** CASR-202581032-00  
**Contractor Name:** MCKINSTRY ESSENTION, LLC

DocuSigned by:  
By: Bryan Hanson  
22B6CDEDD3514E7...

Name: Bryan Hanson  
(please print)

Title: Vice President  
(please print)

ATTEST: [if required]

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **SCOPE OF WORK AND MINIMUM REQUIREMENTS:**

The Work covered by this Agreement includes that identified in the SOW, below, and the Budget. The specific Work that the City will authorize will be determined, in the Executive Director's sole discretion, on an ongoing basis.

As may be directed by Executive Director, Contractor will install certain Energy Conservation Measures (ECMs<sup>1</sup>) at select City buildings to support the City's compliance with Energize Denver requirements, as set out below. These ECMs have been identified by the Contractor in prior energy audits. As discussed in Exhibit B, such ECMs are subject to performance guarantees that they will achieve identified Energy Use Intensity (EUI) reductions.

The ECMs are intended to help City buildings comply with Energize Denver requirements. For buildings between 5,000 and 25,000 square feet, the ECMs included in this SOW should bring the building into compliance. For buildings 25,000 square feet and larger, the ECMs should advance the buildings in terms of Energize Denver compliance, but they may not be sufficient on their own to achieve full compliance; other contracts are expected to cover additional work at these buildings.

In addition to installing the identified ECMs (if and as directed by the Executive Director), the City may also request additional work, including additional energy audits and other additional, related services.

#### **1. Energy Conservation Measures Scope**

- a. If the City decides to authorize any of the ECMs in this section, the Parties will develop a Task Order. The budget and payment schedule will be as set out in Exhibit B. The Contractor will develop a detailed scope of services, a project schedule, a schedule of values (as shown in Exhibit E), information on the number and type of materials to be installed (if applicable), drawings or specifications (if applicable), updated pricing and guaranteed EUI reduction values based on any scope adjustments agreed to by the Parties, as well as any other reasonable details required by the City. If the City approves the Task Order, it will issue a Notice to Proceed.
- b. For buildings less than 25,000 square feet, the Contractor shall plan the work to fully meet the Energize Denver compliance needs of the buildings, while also prioritizing City requests.
- c. The Contractor shall conduct two design reviews per site. Reviews can include multiple site reviews combined into one session with each City agency and the Department. Reviews shall include: (1) design and project schedule (which shall

---

<sup>1</sup> An Energy Conservation Measure is a project or technology implemented to reduce energy consumption in a building or facility.

be updated monthly), (2) details on the number and type of materials to be installed, (3) three hard copies and electronic drawings of the Work to be done, if applicable.

- d. The Contractor shall incorporate all City feedback on the submittals within 10 business days per Facilities team. The Contractor must receive approval from the City agency and Department before work commences.
- e. The Contractor shall coordinate access to buildings for all work, site walks, commissioning and functional testing with the agency (or agencies) occupying the building space. Representatives of the City shall at all times have access to the Work, and Contractor shall provide for such access and for the observation or inspection of the Work.
- f. If any part of the Contractor's Work depends, for proper execution or results, upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the Executive Director's designee any defects in such work that render it unsuitable for such proper execution and results.
- g. The Contractor shall do all cutting, fitting or patching of the Work that may be required to make its several parts come together properly and fit it to receive or be received by work of other separate contractors shown upon, or reasonably inferred from, the drawings and specifications for the complete structure, and shall provide for such finishes to patched or fitted work as the Executive Director's designee may direct. The Contractor shall not endanger any of its own work or the work of others by cutting, excavating or otherwise altering any such work and shall not cut or alter materials not called for demolition in the contract drawings, save with the consent of the Executive Director's designee.
- h. The Contractor shall coordinate and achieve all necessary permit inspections and commissioning audits before concealing completed work behind walls, panels, etc. The Contractor shall give the City and its Representatives 5 business days to inspect the work before it is concealed.
- i. The Contractor shall coordinate weekly status updates with each City agency and the Department.
- j. The Contractor shall provide and maintain a multi-site project schedule.
- k. The Contractor shall maintain a risk register and a deficiency log, which shall include any Notices of Deficiency and any fault(s) or defect(s) in the Work, whether such failure(s) are observed by the Department or the Contractor.
- l. The Contractor shall provide any commissioning activities relevant to the work, unless stated otherwise by the City.
- m. The Contractor shall provide startup and functional testing per manufacturer guidelines.
- n. The Contractor shall provide one recorded in-person maintenance and operator training for lighting controls per City agency maintenance team per brand and

technology of control used in this scope.

- o. If it is determined that environmental testing is required before an Energy Conservation Measure can be performed, the Contractor shall inform CASR and stop work on that measure.
- p. The contractor shall identify available rebates at each design review and apply for all available rebates on behalf of the City.
- q. During the Term of the Agreement, the Contractor shall complete and make timely submissions of paperwork for all buildings as required for compliance with the Energize Denver Ordinance.
- r. The following documents shall be consulted or developed as necessary to deliver the Energy Conservation Measures in Table 1, below, as well as any Work authorized under Sections 2 and 3, below and will comprise the closeout package to be delivered digitally by the Contractor before Final Acceptance. The Contractor shall confirm the number and type of materials installed and revise any existing drawings of the Work completed such that they reflect any changes from the original drawings (if applicable).
  - i. The Agreement, including all Exhibits;
  - ii. Performance and Payment Bonds or other Surety ;
  - iii. Completed Energy Audit Package(s) relevant to the Work
  - iv. Any drawings and specifications developed by Contractor and accepted by City;
  - v. Any change orders and any amendments to change orders approved by the City and Contractor;
  - vi. Certificates of insurance reflecting satisfaction of insurance requirements;
  - vii. Notice to Proceed;
  - viii. Notice of Approval of Occupancy/Use (if applicable);
  - ix. Notice of Substantial Completion;
  - x. Notice of Final Acceptance;
  - xi. Notice of Contractor's Settlement of bonds or other Surety;
  - xii. Invoices and Payment Applications.
  - xiii. Submitted Rebate Applications
- s. Without limiting any other provision of this contract, 10 months following the warranty period start date for any ECM (as specified in the Notice of Substantial Completion), the Contractor shall perform a "10-Month Walk" with City Representatives and create a warranty deficiency log and correct identified deficiencies. RCx measures shall be documented upon implementation, then reviewed and adjusted as necessary to achieve intent and functionality, generally within 10 months.

Table 1 lists the Energy Conservation Measures that have been identified in prior energy audits and that may be performed per this Scope of Work.

| <b>Table 1. General Service Buildings ECMs by Site</b> |                    |   |
|--|--------------------|---|
| McKinstry<br>ECM #                                     | Scope Description  | Facility  |
| 09.01 - AJG<br>LED Lighting<br>Upgrades                | LED                | Anna Jo Garcia<br>Haynes Early<br>Learning Center |
| 04.07 - APT<br>HVAC<br>Occupancy<br>Sensor             | Meter Installation | Arie P. Taylor<br>Municipal Center                |
| 09.01 - APT<br>LED Lighting<br>Upgrades                | LED                | Arie P. Taylor<br>Municipal Center                |
| 13.05 - APT<br>Air Sealing<br>and Weather<br>Stripping | Weatherization     | Arie P. Taylor<br>Municipal Center                |
| 22.01 - APT<br>RCx                                     | RCx                | Arie P. Taylor<br>Municipal Center                |
| 09.01 - CAB<br>LED Lighting<br>Upgrades                | LED                | Cableland   |
| 13.05 - CAB<br>Air Sealing<br>and Weather<br>Stripping | Weatherization     | Cableland   |
| N/A  | Energy Audit       | Castro Human<br>Services CHS                      |
| 22.01 - CAS<br>RCx                                     | RCx                | Castro Human<br>Services CHS                      |
| 22.01 - CCB<br>RCx                                     | RCx                | City and County<br>Building                       |
| 04.04 - CCB<br>Install Chilled<br>Water Meter          | Meter Installation | City and County<br>Building                       |
| 13.05 - CCB<br>Air Sealing                             | Weatherization     | City and County<br>Building                       |

|   |                    |  |
|---|--------------------|--|
| and Weather Stripping                           |                    |  |
| 09.01 - GANG LED Lighting Upgrades              | LED                | Combined Communications Center / Gang Unit |
| 13.05 - COM Air Sealing and Weather Stripping   | Weatherization     | Communications Center (911)                |
| 22.01 - COM RCx                                 | RCx                | Communications Center (911)                |
| 09.01 - CROSS LED Lighting Upgrades             | LED                | Crossroad's Men's Shelter                  |
| 22.01 - CROSS RCx                               | RCx                | Crossroad's Men's Shelter                  |
| 13.05 - CROSS Air Sealing and Weather Stripping | Weatherization     | Crossroad's Men's Shelter                  |
| 22.01 - DCL RCx                                 | RCx                | Denver Crime Lab                           |
| 13.05 - DAS Air Sealing and Weather Stripping   | Weatherization     | Denver Municipal Animal Shelter            |
| 04.07 - POA HVAC Occupancy Sensor               | Meter Installation | Denver Police Academy                      |
| 13.05 - POA Air Sealing and Weather Stripping   | Weatherization     | Denver Police Academy                      |
| 09.01 - EHS LED Lighting Upgrades               | LED                | Eastside Human Services                    |
| 09.01 - FHQ LED Lighting                        | LED                | Fire Headquarters                          |

|  |                |                   |
|--|----------------|-------------------|
| Upgrades   |                |                   |
| 13.05 - FHQ<br>Air Sealing<br>and Weather<br>Stripping | Weatherization | Fire Headquarters |
| 09.01 - FLS<br>LED Lighting<br>Upgrades                | LED            | Fire Line Shop    |
| 09.01 - FS10<br>LED Lighting<br>Upgrades               | LED            | Fire Station 10   |
| 09.01 - FS11<br>LED Lighting<br>Upgrades               | LED            | Fire Station 11   |
| 09.01 - FS12<br>LED Lighting<br>Upgrades               | LED            | Fire Station 12   |
| 09.01 - FS13<br>LED Lighting<br>Upgrades               | LED            | Fire Station 13   |
| 09.01 - FS14<br>LED Lighting<br>Upgrades               | LED            | Fire Station 14   |
| 09.01 - FS15<br>LED Lighting<br>Upgrades               | LED            | Fire Station 15   |
| 22.01 - FS15<br>RCx                                    | RCx            | Fire Station 15   |
| 09.01 - FS16<br>LED Lighting<br>Upgrades               | LED            | Fire Station 16   |
| 22.01 - FS16<br>RCx                                    | RCx            | Fire Station 16   |
| 09.01 - FS17<br>LED Lighting<br>Upgrades               | LED            | Fire Station 17   |
| 22.01 - FS17<br>RCx                                    | RCx            | Fire Station 17   |
| 22.01 - FS18<br>RCx                                    | RCx            | Fire Station 18   |

|  |     |                                   |
|--|-----|-----------------------------------|
| 09.01 - FS19<br>LED Lighting<br>Upgrades | LED | Fire Station 19                   |
| 09.01 - FS20<br>LED Lighting<br>Upgrades | LED | Fire Station 20                   |
| 09.01 - FS23<br>LED Lighting<br>Upgrades | LED | Fire Station 23                   |
| 09.01 - FS25<br>LED Lighting<br>Upgrades | LED | Fire Station 25                   |
| 09.01 - FS28<br>LED Lighting<br>Upgrades | LED | Fire Station 28                   |
| 22.01 - FS28<br>RCx                      | RCx | Fire Station 28                   |
| 09.01 - FS29<br>LED Lighting<br>Upgrades | LED | Fire Station 29                   |
| 22.01 - FS30<br>RCx                      | RCx | Fire Station 30                   |
| 09.01 - FS4<br>LED Lighting<br>Upgrades  | LED | Fire Station 4                    |
| 09.01 - FS6<br>LED Lighting<br>Upgrades  | LED | Fire Station 6                    |
| 09.01 - FS7<br>LED Lighting<br>Upgrades  | LED | Fire Station 7                    |
| 09.01 - FS8<br>LED Lighting<br>Upgrades  | LED | Fire Station 8                    |
| 09.01 - FS9<br>LED Lighting<br>Upgrades  | LED | Fire Station 9                    |
| 09.01 - LCDC<br>LED Lighting<br>Upgrades | LED | Lowry Child<br>Development Center |



|  |                    |  |
|--|--------------------|--|
| 09.01 - MYB<br>LED Lighting<br>Upgrades                | LED                | Minoru Yasui                             |
| 09.01 - PAL<br>LED Lighting<br>Upgrades                | LED                | PAL Building                             |
| 13.05 - PFR<br>Air Sealing<br>and Weather<br>Stripping | Weatherization     | Parks Campus Police<br>Firing Range      |
| 22.01 - PMB<br>RCx                                     | RCx                | Permit Building                          |
| 04.03 - PAB<br>Install Steam<br>Meter                  | Meter Installation | Police<br>Administration<br>Building PAB |
| 22.01 - PAB<br>RCx                                     | RCx                | Police<br>Administration<br>Building PAB |
| 04.07 - PD1<br>HVAC<br>Occupancy<br>Sensor             | Meter Installation | Police District<br>Station 1             |
| 09.01 - PD1<br>LED Lighting<br>Upgrades                | LED                | Police District<br>Station 1             |
| 13.05 - PD1<br>Air Sealing<br>and Weather<br>Stripping | Weatherization     | Police District<br>Station 1             |
| 22.01 - PD1<br>RCx                                     | RCx                | Police District<br>Station 1             |
| 04.07 - PD2<br>HVAC<br>Occupancy<br>Sensor             | Meter Installation | Police District<br>Station 2             |
| 13.05 - PD2<br>Air Sealing<br>and Weather<br>Stripping | Weatherization     | Police District<br>Station 2             |
| 04.07 - PD3<br>HVAC<br>Occupancy                       | Meter Installation | Police District<br>Station 3             |

|  |                          |  |
|--|--------------------------|--|
| Sensor   |                          |  |
| 13.05 - PD3<br>Air Sealing<br>and Weather<br>Stripping     | Weatherization           | Police District<br>Station 3                 |
| 09.01 - PD4<br>LED Lighting<br>Upgrades                    | LED                      | Police District<br>Station 4                 |
| 09.01 - PD6<br>LED Lighting<br>Upgrades                    | LED                      | Police District<br>Station 6                 |
| 13.05 - PTO<br>Air Sealing<br>and Weather<br>Stripping     | Weatherization           | Police Traffic<br>Operations Bureau          |
| 09.01 - FSC<br>LED Lighting<br>Upgrades                    | LED                      | Police Transmitter /<br>Fleet Service Center |
| 13.05 - FSC<br>Air Sealing<br>and Weather<br>Stripping     | Weatherization           | Police Transmitter /<br>Fleet Service Center |
| 14.01 - FSC<br>Air<br>Compressor<br>Leak<br>Testing/Repair | Air Compressor<br>Repair | Police Transmitter /<br>Fleet Service Center |
| 09.01 - RBD<br>LED Lighting<br>Upgrades                    | LED                      | Roslyn Building D                            |
| 13.05 - RBD<br>Air Sealing<br>and Weather<br>Stripping     | Weatherization           | Roslyn Building D                            |
| 14.01 - RBD<br>Air<br>Compressor<br>Leak<br>Testing/Repair | Air Compressor<br>Repair | Roslyn Building D                            |

|  |                          |                             |
|--|--------------------------|-----------------------------|
| 09.01 - FAC<br>LED Lighting<br>Upgrades                    | LED                      | Roslyn Fire<br>Academy      |
| 13.05 - FAC<br>Air Sealing<br>and Weather<br>Stripping     | Weatherization           | Roslyn Fire<br>Academy      |
| 09.01 - RBB<br>LED Lighting<br>Upgrades                    | LED                      | Roslyn Fire Service         |
| 13.05 - RBB<br>Air Sealing<br>and Weather<br>Stripping     | Weatherization           | Roslyn Fire Service         |
| 14.01 - RBB<br>Air<br>Compressor<br>Leak<br>Testing/Repair | Air Compressor<br>Repair | Roslyn Fire Service         |
| 13.05 - RBC<br>Air Sealing<br>and Weather<br>Stripping     | Weatherization           | Roslyn Fleet<br>Maintenance |
| 09.01 - RB5<br>LED Lighting<br>Upgrades                    | LED                      | Roslyn Office Admin         |
| 13.05 - RB5<br>Air Sealing<br>and Weather<br>Stripping     | Weatherization           | Roslyn Office Admin         |
| 09.01 - RBA<br>LED Lighting<br>Upgrades                    | LED                      | Roslyn Police<br>Service    |
| 13.05 - RBA<br>Air Sealing<br>and Weather<br>Stripping     | Weatherization           | Roslyn Police<br>Service    |
| 14.01 - RBA<br>Air<br>Compressor<br>Leak<br>Testing/Repair | Air Compressor<br>Repair | Roslyn Police<br>Service    |

|   |                |  |
|---|----------------|--|
| 09.01 - RBE<br>LED Lighting<br>Upgrades                 | LED            | Roslyn Sign Shop<br>Traffic Operations             |
| 13.05 - RBE<br>Air Sealing<br>and Weather<br>Stripping  | Weatherization | Roslyn Sign Shop<br>Traffic Operations             |
| 09.01 - TECH<br>LED Lighting<br>Upgrades                | LED            | Technology Services                                |
| 13.05 - WEB<br>Air Sealing<br>and Weather<br>Stripping  | Weatherization | Wellington E. Webb<br>Municipal Office<br>Building |
| 22.01 - WEB<br>RCx                                      | RCx            | Wellington E. Webb<br>Municipal Office<br>Building |
| 13.05 - MEN1<br>Air Sealing<br>and Weather<br>Stripping | Weatherization | Women's Shelter                                    |

## 2. Energy Audits and Energize Denver Compliance Information and Reporting

Subject to the Budget, energy audits of City buildings may be added to this Agreement via the “Additional On-Call Services” process described in Section 1.E. of the Agreement. Requirements for the energy audits are listed in Table 2 and the paragraphs below.

| <b>TABLE 2. REQUIREMENTS FOR ASHRAE LEVEL 2 ENERGY AUDITS</b> |                        |                  |  |
|---|------------------------|------------------|--|
| Required Task   | 5,000 -<br>24,999 sqft | >=25,000<br>sqft | Resource   |
| Perform Investment<br>Grade Energy Audits                     | x                      | x                | <a href="#">Audit Template</a> Tool <sup>2</sup>             |
|   |                        |                  | <a href="#">Compliance<br/>through Lighting</a> <sup>3</sup> |

<sup>2</sup> <https://www.denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Climate-Action-Sustainability-Resiliency/High-Performance-Buildings-and-Homes/Energize-Denver-Hub/Buildings-25000-sq-ft-or-Larger/Performance-Requirements-NEW/Flexibility-in-Compliance/Energy-Audits-for-Performance-Requirements>

<sup>3</sup> <https://denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Climate-Action-Sustainability-Resiliency/High-Performance-Buildings-and-Homes/Energize-Denver-Hub/Buildings-5000-24999-sq-ft/Compliance-Guide>

|  |           |   |  |
|--|-----------|---|--|
| Create LED Lighting Plan   | x         |   | (Section 5 & 7 of web page)  |
| Identify Renewable Energy Options  | x         | x | <a href="#">Compliance through Renewable Energy<sup>4</sup></a><br>(Section 5 of web page)<br><a href="#">Renewable Energy for 25K+ SF<sup>5</sup></a> |
| Ad Hoc Reporting for Buildings already in compliance                             | x         | x |  |
| Create Alternate Compliance Option Applications as needed for failing equipment. | As needed |   | <a href="#">Flexibility in Compliance<sup>6</sup></a>  |
| Coordination of Review Meetings and Building Access                              | x         | x |  |

- a. Minimum Energy Audit Requirements - Energy audits for individual buildings must follow ANSI/ASHRAE/ACCA Standard 211-2018 and have the following minimum requirements:
- Meet the minimum requirements of an ASHRAE Level 2 Audit.
  - Be submitted through the online Denver Audit Template tool.
  - Energy audits that meet the above requirements and were completed after January 1, 2020, may be used to meet this section.
  - Confirmation of building information included in the existing benchmarking database.
  - Identify any buildings that qualify for any target adjustments per Section 3.4.6 of the Energize Denver technical guidance documentation and qualifying information for the time adjustments.
  - Investment Analysis for Energy Conservation Measures and Compliance Solution Identifications
    - Individual measure implementation cost and timeframe
    - Projected EUI and utility usage reductions.

<sup>4</sup> <https://denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Climate-Action-Sustainability-Resiliency/High-Performance-Buildings-and-Homes/Energize-Denver-Hub/Buildings-5000-24999-sq-ft/Compliance-Guide>

<sup>5</sup> <https://denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Climate-Action-Sustainability-Resiliency/High-Performance-Buildings-and-Homes/Energize-Denver-Hub/Buildings-25000-sq-ft-or-Larger/Performance-Requirements-NEW/Flexibility-in-Compliance#section-3>

<sup>6</sup> <https://denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Climate-Action-Sustainability-Resiliency/High-Performance-Buildings-and-Homes/Energize-Denver-Hub/Buildings-25000-sq-ft-or-Larger/Performance-Requirements-NEW/Flexibility-in-Compliance>

- Individual measure savings to investment ratio (SIR) and return on investment (ROI) calculations
  - Building-wide measure implementation cost and projected EUI savings
  - Building-wide savings to investment ratio (SIR) and return on investment (ROI) calculations.
  - Total project cost and site EUI savings, including total SIR and ROI.
- vii. The energy auditor must have one of the following credentials/licenses or work on a team under a licensed/credentialed individual:
- Professional Engineer (licensed in the United States)
  - Certified Energy Auditor (Association of Energy Engineers)
  - Certified Energy Manager (Association of Energy Engineers)
  - Building Energy Assessment Professional (ASHRAE)
  - High-Performance Building Design Professional (ASHRAE)
  - Multifamily Building Analyst (Building Performance Institute)
- b. LED Lighting Audit - The selected Contractor shall provide a complete lighting audit of the facility, including all interior and exterior fixtures, including area and parking lot lights that are paid for by the City. This audit should include, at minimum, the following information for each lamp (bulb or fixture, as appropriate):
- i. Type: incandescent, fluorescent, halogen, CFL, sodium, LED, etc.
  - ii. Wattage: what is the published power consumption in Watts of the bulb or fixture
  - iii. Burn hours: estimated annual usage, in hours
  - iv. Base: what is the bulb base's shape and size. For wired fixtures, indicate N/A.
  - v. Shape: tube, arbitrary, bulged reflector, sealed beam, etc.
  - vi. Size: diameter for all round shapes, diameter and length for all tubes, trade sizes acceptable
  - vii. Color Temperature in Kelvin
  - viii. Location: this can be a specific room or general area, such as a wing of a building, as needed to accurately describe the lamps in the facility
  - ix. Environment: indoor or outdoor
  - x. Total count of the bulbs or fixtures sharing the above characteristics

- xi. Identification of suitable replacement LED lamps for each of the identified lamps to achieve 90% compliance threshold
  - xii. Clearly list those lamps without a suitable LED replacement such as some process lighting or stage lighting
  - xiii. Estimated unit cost of LED replacements
  - xiv. Estimated energy and energy cost savings from completing all replacements
  - xv. Calculation of the percent of the lighting load, in kWh, that is supplied by LEDs before and after any proposed retrofits
- c. Identification of on-site renewable opportunities - The City would like to expand on-site renewable energy applications. Renewable energy applications include solar photovoltaic, wind, geothermal, and others. It is not the City's intention implement new energy installations. Rather, it is the intent to identify locations where energy installations make logistic and financial sense for future implementation. Renewable opportunity identification reporting shall include:
- i. Identifying the estimated nameplate capacity
  - ii. Location
  - iii. Installation method
  - iv. Anticipated interconnection location and method
  - v. Any site constraints for each identified opportunity.
- d. Ad hoc reporting to CASR Portal - There are several facilities that are already in compliance with the Energize Denver Ordinance. For these facilities, ad hoc building information reporting submission will need to be provided. In this process the contractor shall confirm building information is correct and complete the reporting required by the Ordinance.
- e. Alternative Compliance Applications – An alternative compliance pathway will be required to extend the time for interim compliance targets. The office of Climate Action, Sustainability and Resiliency (CASR) has a range of resources explaining the Energize Denver Ordinance, interim targets, and alternative compliance options [here](#), visit sections 4 and 5.
- f. For any energy audit, the Contractor shall coordinate the following at a minimum:
- i. Kickoff meeting with each Agency's staff
    - Make introductions
    - Gather Points of Contacts
    - Get building access instructions /keys
    - Answer Agency questions
  - ii. Site walks with and without CASR and Agency staff.

- iii. Weekly Progress Updates
- iv. Multiple ECM and Plan reviews

3. Other Additional On-Call Services

Subject to the Budget, CASR may request additional work under this Agreement pursuant to the terms of the “Additional On-Call Services” process described in Section 1.E. of the Agreement. Additional On-Call Services will be related to energy audits, ECMs, and reporting obligations to support the City in complying with Energize Denver requirements, and these may include:

- a. Cost Estimating for ECMs
- b. Engineering Consulting and Studies for ECMs
- c. Lighting and HVAC Commissioning
- d. Project Management for energy audits and ECMs
- e. ECM Technical Specifications



## **EXHIBIT B**

### **BUDGET, PAYMENT SCHEDULE, AND PERFORMANCE GUARANTEE**

## 1. Budget

### a. Payment Schedule for Energy Conservation Measures (ECMs):

| <b>Table 1. Milestones &amp; Payment Schedule</b>                  |  |
|--|--|
| Milestones   | % of Energy Conservation Measure Price |
| Schematic Design Phase   | Completed                              |
| Document Design and RCx Investigation Phase                        | 15%                                    |
| Contract Document Design Phase                                     | 10%                                    |
| Notice to Proceed  | No Payment                             |
| Substantial Completion*  | 50%                                    |
| Completion of Startup, Commissioning, & Resolution of Deficiencies | 15%                                    |
| Final Acceptance & Closeout Documentation                          | 10%                                    |

\* Substantial Completion defined as beneficial use.

All ECMs shall be grouped by activity then listed by site on the Schedule of Values when invoicing. Monthly progress billing up to each milestone percentage can be billed as shown in Table 1, above, during the respective milestone.

- b. The Payment Schedule for any Additional Work will be set out in the relevant Task Order issued by the City.
- c. For ECMs, reimbursement for lighting replacements and retrofits may include up to 15% extra due to unexpected tariffs, if (i) the tariff is activated after December 31<sup>st</sup>, 2025, and (ii) the imposition of the tariff is well documented via receipt or invoice. Receipts and/or invoices shall be attached to the schedule of values for payment.
- d. General Services Budget

| <b>Table 2. General Services Retrocommissioning Cost</b> |                     |                                    |               |
|--|---------------------|------------------------------------|---------------|
| McKinstry ECM #  | Measure Description | Facility                           | ECM Cost (\$) |
| 22.01  | RCx                 | Arie P. Taylor Municipal Center    | \$2,230,000   |
| 22.01  | RCx                 | Castro Human Services CHS          |               |
| 22.01  | RCx                 | City and County Building           |               |
| 22.01  | RCx                 | Communications Center (911)        |               |
| 22.01  | RCx                 | Crossroads Men's Shelter           |               |
| 22.01  | RCx                 | Denver Crime Lab                   |               |
| 22.01  | RCx                 | Fire Station 15                    |               |
| 22.01  | RCx                 | Fire Station 16                    |               |
| 22.01  | RCx                 | Fire Station 17                    |               |
| 22.01  | RCx                 | Fire Station 18                    |               |
| 22.01  | RCx                 | Fire Station 28                    |               |
| 22.01  | RCx                 | Fire Station 30                    |               |
| 22.01  | RCx                 | Police Administration Building PAB |               |
| 22.01  | RCx                 | Police District Station 1          |               |
| 22.01  | RCx                 | Permit Building                    |               |

|   |     |  |                    |
|---|-----|--|--------------------|
| 22.01   | RCx | Wellington E. Webb<br>Municipal Office<br>Building |                    |
| <b>Total General Services Retrocommissioning Cost</b> |     |  | <b>\$2,230,000</b> |

**Table 3. General Services Lighting Retrofit Cost**

| McKinstry<br>ECM # | Measure Description      | Facility                                       | ECM Cost<br>(\$) | Documented<br>Tariffs Post<br>2025 Not to<br>Exceed (\$) |
|--------------------|--------------------------|--|------------------|--|
| 9.01               | LED Lighting<br>Upgrades | Anna Jo Garcia Haynes<br>Early Learning Center | \$42,242         | \$6,336  |
| 9.01               | LED Lighting<br>Upgrades | Arie P. Taylor Municipal<br>Center             | \$214,474        | \$32,171   |
| 9.01               | LED Lighting<br>Upgrades | Cableland                                      | \$121,800        | \$18,270   |
| 9.01               | LED Lighting<br>Upgrades | Crossroads Men's Shelter                       | \$5,296          | \$794  |
| 9.01               | LED Lighting<br>Upgrades | Eastside Human Services                        | \$153,574        | \$23,036   |
| 9.01               | LED Lighting<br>Upgrades | Roslyn Fire Academy                            | \$88,702         | \$13,305   |
| 9.01               | LED Lighting<br>Upgrades | Fire Headquarters                              | \$6,620          | \$992  |
| 9.01               | LED Lighting<br>Upgrades | Fire Line Shop                                 | \$2,648          | \$397  |
| 9.01               | LED Lighting<br>Upgrades | Fire Station 10                                | \$35,746         | \$5,361  |
| 9.01               | LED Lighting<br>Upgrades | Fire Station 11                                | \$5,296          | \$794  |
| 9.01               | LED Lighting<br>Upgrades | Fire Station 12                                | \$2,648          | \$397  |

|      |                       |                 |          |         |
|------|-----------------------|-----------------|----------|---------|
| 9.01 | LED Lighting Upgrades | Fire Station 13 | \$14,563 | \$2,184 |
| 9.01 | LED Lighting Upgrades | Fire Station 14 | \$11,915 | \$1,787 |
| 9.01 | LED Lighting Upgrades | Fire Station 15 | \$26,478 | \$3,971 |
| 9.01 | LED Lighting Upgrades | Fire Station 16 | \$29,126 | \$4,368 |
| 9.01 | LED Lighting Upgrades | Fire Station 17 | \$11,915 | \$1,787 |
| 9.01 | LED Lighting Upgrades | Fire Station 19 | \$18,535 | \$2,780 |
| 9.01 | LED Lighting Upgrades | Fire Station 20 | \$6,620  | \$992   |
| 9.01 | LED Lighting Upgrades | Fire Station 23 | \$30,450 | \$4,567 |
| 9.01 | LED Lighting Upgrades | Fire Station 25 | \$9,267  | \$1,390 |
| 9.01 | LED Lighting Upgrades | Fire Station 28 | \$33,098 | \$4,964 |
| 9.01 | LED Lighting Upgrades | Fire Station 29 | \$42,365 | \$6,354 |
| 9.01 | LED Lighting Upgrades | Fire Station 4  | \$11,915 | \$1,787 |
| 9.01 | LED Lighting Upgrades | Fire Station 6  | \$26,478 | \$3,971 |
| 9.01 | LED Lighting Upgrades | Fire Station 7  | \$17,211 | \$2,581 |
| 9.01 | LED Lighting Upgrades | Fire Station 8  | \$21,183 | \$3,177 |
| 9.01 | LED Lighting Upgrades | Fire Station 9  | \$47,661 | \$7,149 |

|  |                       |  |                    |                  |
|--|-----------------------|--|--------------------|------------------|
| 9.01   | LED Lighting Upgrades | Police Transmitter / Fleet Service Center  | \$6,620            | \$992            |
| 9.01   | LED Lighting Upgrades | Combined Communications Center / Gang Unit | \$19,859           | \$2,978          |
| 9.01   | LED Lighting Upgrades | Lowry Child Development Center             | \$67,520           | \$10,127         |
| 9.01   | LED Lighting Upgrades | Minoru Yasui                               | \$493,820          | \$74,072         |
| 9.01   | LED Lighting Upgrades | PAL Building                               | \$39,717           | \$5,957          |
| 9.01   | LED Lighting Upgrades | Police District Station 1                  | \$172,109          | \$25,816         |
| 9.01   | LED Lighting Upgrades | Police District Station 4                  | \$56,928           | \$8,539          |
| 9.01   | LED Lighting Upgrades | Police District Station 6                  | \$78,111           | \$11,716         |
| 9.01   | LED Lighting Upgrades | Roslyn Office Admin                        | \$236,980          | \$35,547         |
| 9.01   | LED Lighting Upgrades | Roslyn Police Service                      | \$156,222          | \$23,433         |
| 9.01   | LED Lighting Upgrades | Roslyn Fire Service                        | \$145,630          | \$21,844         |
| 9.01   | LED Lighting Upgrades | Roslyn Building D                          | \$78,111           | \$11,716         |
| 9.01   | LED Lighting Upgrades | Roslyn Sign Shop Traffic Operations        | \$152,250          | \$22,837         |
| 9.01   | LED Lighting Upgrades | Technology Services                        | \$21,183           | \$3,177          |
| <b>Total General Services Lighting Retrofit Cost</b> |                       |  | <b>\$2,762,883</b> | <b>\$414,413</b> |

| <b>Table 4. General Services General ECMs Cost</b> |                                   |   |                          |
|--|-----------------------------------|---|--------------------------|
| <b>McKinstry<br/>ECM #</b>                         | <b>Measure Description</b>        | <b>Facility</b>                           | <b>ECM<br/>Cost (\$)</b> |
| 13.05  | Air Sealing and Weather Stripping | Arie P. Taylor Municipal Center           | \$12,500                 |
| 13.05  | Air Sealing and Weather Stripping | Cableland                                 | \$1,250                  |
| 13.05  | Air Sealing and Weather Stripping | Communications Center (911)               | \$6,250                  |
| 13.05  | Air Sealing and Weather Stripping | Crossroads Men's Shelter                  | \$18,750                 |
| 13.05  | Air Sealing and Weather Stripping | Denver Municipal Animal Shelter           | \$42,500                 |
| 13.05  | Air Sealing and Weather Stripping | Roslyn Fire Academy                       | \$11,250                 |
| 13.05  | Air Sealing and Weather Stripping | Fire Headquarters                         | \$21,250                 |
| 13.05  | Air Sealing and Weather Stripping | Police Transmitter / Fleet Service Center | \$10,000                 |
| 13.05  | Air Sealing and Weather Stripping | Women's Shelter                           | \$12,500                 |
| 13.05  | Air Sealing and Weather Stripping | Police District Station 1                 | \$10,000                 |
| 13.05  | Air Sealing and Weather Stripping | Police District Station 2                 | \$8,750                  |
| 13.05  | Air Sealing and Weather Stripping | Police District Station 3                 | \$10,000                 |
| 13.05  | Air Sealing and Weather Stripping | Parks Campus Police Firing Range          | \$7,500                  |
| 13.05  | Air Sealing and Weather Stripping | Denver Police Academy                     | \$11,250                 |
| 13.05  | Air Sealing and Weather Stripping | Police Traffic Operations Bureau          | \$18,750                 |

|   |                                    |  |                  |
|---|------------------------------------|--|------------------|
| 13.05   | Air Sealing and Weather Stripping  | Roslyn Office Admin                          | \$17,500         |
| 13.05   | Air Sealing and Weather Stripping  | Roslyn Police Service                        | \$7,500          |
| 13.05   | Air Sealing and Weather Stripping  | Roslyn Fire Service                          | \$10,000         |
| 13.05   | Air Sealing and Weather Stripping  | Roslyn Fleet Maintenance                     | \$37,500         |
| 13.05   | Air Sealing and Weather Stripping  | Roslyn Building D                            | \$3,750          |
| 13.05   | Air Sealing and Weather Stripping  | Roslyn Sign Shop Traffic Operations          | \$8,750          |
| 13.05   | Air Sealing and Weather Stripping  | Wellington E. Webb Municipal Office Building | \$30,000         |
| 13.05   | Air Sealing and Weather Stripping  | City and County Building                     | \$151,250        |
| 14.01   | Air Compressor Leak Testing/Repair | Police Transmitter / Fleet Service Center    | \$12,500         |
| 14.01   | Air Compressor Leak Testing/Repair | Roslyn Police Service                        | \$13,750         |
| 14.01   | Air Compressor Leak Testing/Repair | Roslyn Fire Service                          | \$13,750         |
| 14.01   | Air Compressor Leak Testing/Repair | Roslyn Building D                            | \$13,750         |
| <b>Total General Services General ECMs Cost</b> |                                    |  | <b>\$522,500</b> |



## e. Maximum Contract Amount

| <b>Table 5. Maximum Contract Amount</b> |                    |
|---|--------------------|
| General Services                        |                    |
| General ECMs Cost                       | \$522,500          |
| Retrocommissioning Cost                 | \$2,230,000        |
| Lighting Retrofit Cost                  | \$2,762,883        |
| Not to Exceed Tariff Value              | \$414,413          |
| Energy Audit at Castro Human Services   | \$24,560           |
| General Services Total                  | \$5,954,356        |
|   |                    |
| Contingency / On-Call Capacity          | \$885,644          |
|   |                    |
| <b>Maximum Contract Amount</b>          | <b>\$6,840,000</b> |

Subject to the Maximum Contract Amount stated in the Agreement, the Executive Director or the Executive Director's designee has the authority to adjust the Budget to reallocate funds from one line item to another. Each adjustment to the Budget must be made in writing and must be signed by the Executive Director or the Executive Director's designee. The Budget may be used only for Work identified in the Scope of Work or eligible to be included as "Additional On-Call Services," as described in the Scope of Work.

The "Contingency/On-Call Capacity" budget amount may be used only with the City's prior written authorization (e.g., by inclusion in a Task Order that the City has approved via a Notice to Proceed).

## 2. Guaranteed Performance of ECMs by Site

Baseline, weather normalized utility bill data will be taken from the 12 months preceding the project start date or the most recent acceptable Energize Denver reporting year that most closely approximates a typical year for the site. Guaranteed performance will be verified by 12 months of weather normalized utility bill data starting with the billing period after the Substantial Completion date. If the baseline site energy use has not been reduced by the Guaranteed Energy Use Intensity (EUI) Reduction listed in Table 7 below, the contractor must submit Type A (Key Parameter Measurement) or Type B (All Parameter Measurement) International Performance Measurement and Verification Protocol (IPMVP) measurement and verification for each ECM implemented at the site to the Executive Director or the Executive Director's designee. If the guaranteed EUI reduction cannot be shown by Type A or B IPMVP Measurement and Verification, the Contractor shall perform additional ECMs to achieve the guaranteed reduction or reimburse the City on a prorated basis for the applicable project costs listed in Tables 2-5, above, for the EUI Reduction not achieved.

| <b>Table 6. General Service Buildings ECMs and Guaranteed EUI Reduction by Site</b> |                       |   |                                 |                                  |
|---|-----------------------|---|---------------------------------|----------------------------------|
| McKinstry ECM Name  | Measure Description   | Facility                                    | Guaranteed EUI Reduction by ECM | Guaranteed EUI Reduction by Site |
| 09.01 - AJG LED Lighting Upgrades   | LED                   | Anna Jo Garcia Haynes Early Learning Center | TBD                             | TBD                              |
| 04.07 - APT HVAC Occupancy Sensor   | Meter Installation    | Arie P. Taylor Municipal Center             | 0.7                             | 18.7                             |
| 09.01 - APT LED Lighting Upgrades   | LED                   | Arie P. Taylor Municipal Center             | 5.4                             |                                  |
| 13.05 - APT Air Sealing and Weather Stripping                                       | Weatherization        | Arie P. Taylor Municipal Center             | 2.6                             |                                  |
| 22.01 - APT RCx   | RCx                   | Arie P. Taylor Municipal Center             | 10.0                            |                                  |
| 09.01 - CAB LED Lighting Upgrades   | LED                   | Cableland                                   | 10.6                            | 11.3                             |
| 13.05 - CAB Air Sealing and Weather Stripping                                       | Weatherization        | Cableland                                   | 0.7                             |                                  |
| N/A   | Energy Audit Findings | Castro Human Services CHS                   | 0.0                             | 8.8                              |
| 22.01 - CAS RCx   | RCx                   | Castro Human Services CHS                   | 8.8                             |                                  |
| 22.01 - CCB RCx   | RCx                   | City and County Building                    | 5.0                             | 7                                |
| 04.04 - CCB Install Chilled Water Meter   | Meter Installation    | City and County Building                    | 0.0                             |                                  |
| 13.05 - CCB Air Sealing and Weather Stripping                                       | Weatherization        | City and County Building                    | 2.0                             |                                  |
| 09.01 - GANG LED Lighting Upgrades  | LED                   | Combined Communications Center / Gang Unit  | 1.3                             | 1.3                              |
| 13.05 - COM Air Sealing and Weather Stripping                                       | Weatherization        | Communications Center (911)                 | 1.1                             | 6.1                              |
| 22.01 - COM RCx   | RCx                   | Communications Center (911)                 | 5.0                             |                                  |
| 09.01 - CROSS LED Lighting Upgrades   | LED                   | Crossroad's Men's Shelter                   | 0.4                             | 16.1                             |

|   |                    |                                 |      |      |
|---|--------------------|---------------------------------|------|------|
| 22.01 - CROSS RCx                               | RCx                | Crossroad's Men's Shelter       | 12.8 |      |
| 13.05 - CROSS Air Sealing and Weather Stripping | Weatherization     | Crossroad's Men's Shelter       | 2.9  |      |
| 22.01 - DCL RCx                                 | RCx                | Denver Crime Lab                | 6.0  | 6    |
| 13.05 - DAS Air Sealing and Weather Stripping   | Weatherization     | Denver Municipal Animal Shelter | 4.4  | 4.4  |
| 04.07 - POA HVAC Occupancy Sensor               | Meter Installation | Denver Police Academy           | 4.0  | 6.4  |
| 13.05 - POA Air Sealing and Weather Stripping   | Weatherization     | Denver Police Academy           | 2.4  |      |
| 09.01 - EHS LED Lighting Upgrades               | LED                | Eastside Human Services         | 4.4  | 4.4  |
| 09.01 - FHQ LED Lighting Upgrades               | LED                | Fire Headquarters               | 0.1  | 4.7  |
| 13.05 - FHQ Air Sealing and Weather Stripping   | Weatherization     | Fire Headquarters               | 4.6  |      |
| 09.01 - FLS LED Lighting Upgrades               | LED                | Fire Line Shop                  | 0.2  | 0.2  |
| 09.01 - FS10 LED Lighting Upgrades              | LED                | Fire Station 10                 | 2.8  | 2.8  |
| 09.01 - FS11 LED Lighting Upgrades              | LED                | Fire Station 11                 | 0.2  | 0.2  |
| 09.01 - FS12 LED Lighting Upgrades              | LED                | Fire Station 12                 | 0.0  | 0.0  |
| 09.01 - FS13 LED Lighting Upgrades              | LED                | Fire Station 13                 | 2.7  | 2.7  |
| 09.01 - FS14 LED Lighting Upgrades              | LED                | Fire Station 14                 | 2.6  | 2.6  |
| 09.01 - FS15 LED Lighting Upgrades              | LED                | Fire Station 15                 | 3.8  | 16.6 |
| 22.01 - FS15 RCx                                | RCx                | Fire Station 15                 | 12.8 |      |
| 09.01 - FS16 LED Lighting Upgrades              | LED                | Fire Station 16                 | 3.5  | 16.3 |

|                                    |     |                                |      |      |
|------------------------------------|-----|--------------------------------|------|------|
| 22.01 - FS16 RCx                   | RCx | Fire Station 16                | 12.8 |      |
| 09.01 - FS17 LED Lighting Upgrades | LED | Fire Station 17                | 2.4  | 9.8  |
| 22.01 - FS17 RCx                   | RCx | Fire Station 17                | 7.4  |      |
| 22.01 - FS18 RCx                   | RCx | Fire Station 18                | 12.8 | 12.8 |
| 09.01 - FS19 LED Lighting Upgrades | LED | Fire Station 19                | 3.3  | 3.3  |
| 09.01 - FS20 LED Lighting Upgrades | LED | Fire Station 20                | 1.8  | 1.8  |
| 09.01 - FS23 LED Lighting Upgrades | LED | Fire Station 23                | 4.9  | 4.9  |
| 09.01 - FS25 LED Lighting Upgrades | LED | Fire Station 25                | 2.0  | 2.0  |
| 09.01 - FS28 LED Lighting Upgrades | LED | Fire Station 28                | 3.5  | 16.3 |
| 22.01 - FS28 RCx                   | RCx | Fire Station 28                | 12.8 |      |
| 09.01 - FS29 LED Lighting Upgrades | LED | Fire Station 29                | 8.3  | 8.3  |
| 22.01 - FS30 RCx                   | RCx | Fire Station 30                | 12.8 | 12.8 |
| 09.01 - FS4 LED Lighting Upgrades  | LED | Fire Station 4                 | 1.9  | 1.9  |
| 09.01 - FS6 LED Lighting Upgrades  | LED | Fire Station 6                 | 3.0  | 3.0  |
| 09.01 - FS7 LED Lighting Upgrades  | LED | Fire Station 7                 | 11.3 | 11.3 |
| 09.01 - FS8 LED Lighting Upgrades  | LED | Fire Station 8                 | 2.3  | 2.3  |
| 09.01 - FS9 LED Lighting Upgrades  | LED | Fire Station 9                 | 2.9  | 2.9  |
| 09.01 - LCDC LED Lighting Upgrades | LED | Lowry Child Development Center | 6.4  | 6.4  |
| 09.01 - MYB LED Lighting Upgrades  | LED | Minoru Yasui                   | 2.9  | 2.9  |
| 09.01 - PAL LED Lighting Upgrades  | LED | PAL Building                   | 4.8  | 4.8  |

|  |                    |   |      |      |
|--|--------------------|---|------|------|
| 13.05 - PFR Air Sealing and Weather Stripping  | Weatherization     | Parks Campus Police Firing Range              | 6.0  | 7.8  |
| 13.05 - PTO Air Sealing and Weather Stripping  | Weatherization     | Parks Campus Police Traffic Operations Bureau | 1.8  |      |
| 22.01 - PMB RCx                                | RCx                | Permit Building                               | 5.0  | 5    |
| 04.03 - PAB Install Steam Meter                | Meter Installation | Police Administration Building PAB            | 0.0  | 11   |
| 22.01 - PAB RCx                                | RCx                | Police Administration Building PAB            | 11.0 |      |
| 04.07 - PD1 HVAC Occupancy Sensor              | Meter Installation | Police District Station 1                     | 8.2  | 18.2 |
| 09.01 - PD1 LED Lighting Upgrades              | LED                | Police District Station 1                     | 5.0  |      |
| 13.05 - PD1 Air Sealing and Weather Stripping  | Weatherization     | Police District Station 1                     | 2.5  |      |
| 22.01 - PD1 RCx                                | RCx                | Police District Station 1                     | 2.5  |      |
| 04.07 - PD2 HVAC Occupancy Sensor              | Meter Installation | Police District Station 2                     | 6.6  | 8.4  |
| 13.05 - PD2 Air Sealing and Weather Stripping  | Weatherization     | Police District Station 2                     | 1.8  |      |
| 04.07 - PD3 HVAC Occupancy Sensor              | Meter Installation | Police District Station 3                     | 7.9  | 10.4 |
| 13.05 - PD3 Air Sealing and Weather Stripping  | Weatherization     | Police District Station 3                     | 2.5  |      |
| 09.01 - PD4 LED Lighting Upgrades              | LED                | Police District Station 4                     | 6.4  | 6.4  |
| 09.01 - PD6 LED Lighting Upgrades              | LED                | Police District Station 6                     | 6.2  | 6.2  |
| 09.01 - FSC LED Lighting Upgrades              | LED                | Police Transmitter / Fleet Service Center     | 0.3  | 3.0  |
| 13.05 - FSC Air Sealing and Weather Stripping  | Weatherization     | Police Transmitter / Fleet Service Center     | 2.0  |      |
| 14.01 - FSC Air Compressor Leak Testing/Repair | Repair             | Police Transmitter / Fleet Service Center     | 0.7  |      |

|  |                |                                     |     |      |
|--|----------------|-------------------------------------|-----|------|
| 09.01 - RBD LED Lighting Upgrades              | LED            | Roslyn Building D                   | 0.3 | 10.0 |
| 13.05 - RBD Air Sealing and Weather Stripping  | Weatherization | Roslyn Building D                   | 0.2 |      |
| 14.01 - RBD Air Compressor Leak Testing/Repair | Repair         | Roslyn Building D                   | 0.0 |      |
| 09.01 - FAC LED Lighting Upgrades              | LED            | Roslyn Fire Academy                 | 0.5 |      |
| 13.05 - FAC Air Sealing and Weather Stripping  | Weatherization | Roslyn Fire Academy                 | 0.3 |      |
| 09.01 - RBB LED Lighting Upgrades              | LED            | Roslyn Fire Service                 | 1.0 |      |
| 13.05 - RBB Air Sealing and Weather Stripping  | Weatherization | Roslyn Fire Service                 | 0.6 |      |
| 14.01 - RBB Air Compressor Leak Testing/Repair | Repair         | Roslyn Fire Service                 | 0.1 |      |
| 13.05 - RBC Air Sealing and Weather Stripping  | Weatherization | Roslyn Fleet Maintenance            | 1.1 |      |
| 09.01 - RB5 LED Lighting Upgrades              | LED            | Roslyn Office Admin                 | 1.0 |      |
| 13.05 - RB5 Air Sealing and Weather Stripping  | Weatherization | Roslyn Office Admin                 | 0.6 |      |
| 09.01 - RBA LED Lighting Upgrades              | LED            | Roslyn Police Service               | 0.1 |      |
| 13.05 - RBA Air Sealing and Weather Stripping  | Weatherization | Roslyn Police Service               | 3.0 |      |
| 14.01 - RBA Air Compressor Leak Testing/Repair | Repair         | Roslyn Police Service               | 0.3 |      |
| 09.01 - RBE LED Lighting Upgrades              | LED            | Roslyn Sign Shop Traffic Operations | 0.6 |      |
| 13.05 - RBE Air Sealing and Weather Stripping  | Weatherization | Roslyn Sign Shop Traffic Operations | 0.3 |      |

|  |                |  |     |     |
|--|----------------|--|-----|-----|
| 09.01 - TECH LED Lighting Upgrades             | LED            | Technology Services                          | 1.0 | 1.0 |
| 13.05 - WEB Air Sealing and Weather Stripping  | Weatherization | Wellington E. Webb Municipal Office Building | 1.0 | 8   |
| 22.01 - WEB RCx                                | RCx            | Wellington E. Webb Municipal Office Building | 7.0 |     |
| 13.05 - MEN1 Air Sealing and Weather Stripping | Weatherization | Women's Shelter                              | 1.7 | 1.7 |

**EXHIBIT C**

MCKICO.-01

MJOHNSON

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/15/2025

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

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

|   |   |  |                                      |
|---|---|--|--------------------------------------|
| <b>PRODUCER</b><br><b>Hub International Northwest LLC</b><br><b>PO Box 3018</b><br><b>Bothell, WA 98041</b>   | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext): (425) 489-4500</b> |  | <b>FAX (A/C, No): (425) 485-8489</b> |
|   | <b>E-MAIL ADDRESS: now.info@hubinternational.com</b>                |  |                                      |
| <b>INSURER(S) AFFORDING COVERAGE</b>  |   |  | <b>NAIC #</b>                        |
| <b>INSURED</b><br><br><b>McKinstry Essention, LLC</b><br><b>PO Box 24567</b><br><b>Seattle, WA 98124-0567</b> | <b>INSURER A : The Travelers Indemnity Company</b>                  |  | <b>25658</b>                         |
|   | <b>INSURER B : Travelers Property Casualty Company of America</b>   |  | <b>25674</b>                         |
|   | <b>INSURER C : Steadfast Insurance Company</b>                      |  | <b>26387</b>                         |
|   | <b>INSURER D : Zurich American Insurance Company</b>                |  | <b>16535</b>                         |
|   | <b>INSURER E :</b>  |  |                                      |
| <b>INSURER F :</b>  |   |  |                                      |

**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>A</b> | <b>X</b> <b>COMMERCIAL GENERAL LIABILITY</b>   | <b>X</b>     | <b>X</b> | <b>VTC2K-CO-5643B901-IND-25</b>  | <b>1/31/2025</b>        | <b>3/1/2026</b>         | <b>EACH OCCURRENCE</b> \$ <b>2,000,000</b>                                      |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR   |              |          |                                  |                         |                         | <b>DAMAGE TO RENTED PREMISES (Ea occurrence)</b> \$ <b>300,000</b>              |
|          | <b>X</b> <b>WA Stop Gap</b>  |              |          |                                  |                         |                         | <b>MED EXP (Any one person)</b> \$ <b>10,000</b>                                |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC |              |          |                                  |                         |                         | <b>PERSONAL &amp; ADV INJURY</b> \$ <b>2,000,000</b>                            |
|          | OTHER:   |              |          |                                  |                         |                         | <b>GENERAL AGGREGATE</b> \$ <b>4,000,000</b>                                    |
|          |  |              |          |                                  |                         |                         | <b>PRODUCTS - COMP/OP AGG</b> \$ <b>4,000,000</b>                               |
|          |  |              |          |                                  |                         |                         | \$  |
| <b>B</b> | <b>AUTOMOBILE LIABILITY</b>  | <b>X</b>     | <b>X</b> | <b>VTC2J-CAP-5643B913-TIL-25</b> | <b>1/31/2025</b>        | <b>3/1/2026</b>         | <b>COMBINED SINGLE LIMIT (Ea accident)</b> \$ <b>2,000,000</b>                  |
|          | <b>X</b> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS  |              |          |                                  |                         |                         | <b>BODILY INJURY (Per person)</b> \$  |
|          | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  |              |          |                                  |                         |                         | <b>BODILY INJURY (Per accident)</b> \$  |
|          |  |              |          |                                  |                         |                         | <b>PROPERTY DAMAGE (Per accident)</b> \$  |
|          |  |              |          |                                  |                         |                         | \$  |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR  |              |          |                                  |                         |                         | <b>EACH OCCURRENCE</b> \$   |
|          | <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  |              |          |                                  |                         |                         | <b>AGGREGATE</b> \$   |
|          | <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b>  |              |          |                                  |                         |                         | \$  |
| <b>A</b> | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>   | <b>N / A</b> |          | <b>VTC2K-CO-5643B901-IND-25</b>  | <b>1/31/2025</b>        | <b>3/1/2026</b>         | <input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N                                     |              |          |                                  |                         |                         | <b>E.L. EACH ACCIDENT</b> \$ <b>1,000,000</b>                                   |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below   |              |          |                                  |                         |                         | <b>E.L. DISEASE - EA EMPLOYEE</b> \$ <b>1,000,000</b>                           |
|          |  |              |          |                                  |                         |                         | <b>E.L. DISEASE - POLICY LIMIT</b> \$ <b>1,000,000</b>                          |
| <b>C</b> | <b>Professional Liab</b>   |              |          | <b>EOC 6738794-12</b>            | <b>3/1/2025</b>         | <b>3/1/2026</b>         | <b>OCC/AGG:</b> <b>1,000,000</b>  |
| <b>D</b> | <b>BUILDER'S RISK</b>  |              |          | <b>MBR4892831-15</b>             | <b>1/31/2025</b>        | <b>3/1/2026</b>         | <b>LIMIT: SEE BELOW</b>   |

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

RE: Energy Audits and Conservation Measures covered by the contract services agreement

City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insured, coverage is primary and non-contributory and waiver of subrogation applies per the attached forms/endorsements.

Builders Risk Limit - \$3,000,000

**CERTIFICATE HOLDER****CANCELLATION**

|  |   |
|--|---|
| <b>City and County of Denver - Dept of General Services and Office of Climate Action, Sustainability, and Resiliency</b><br><b>201 W Colfax Ave, Dept 704</b><br><b>Denver, CO 80202</b> | <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b> |
|  | <b>AUTHORIZED REPRESENTATIVE</b><br>  |



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

- (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

- (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:

- (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

- (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

## COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

**b.** The insurance provided to such additional insured does not apply to:

**(1)** Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

**(a)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

**(b)** Supervisory, inspection, architectural or engineering activities.

**(2)** Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

**c.** The additional insured must comply with the following duties:

**(1)** Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

**(a)** How, when and where the "occurrence" or offense took place;

**(b)** The names and addresses of any injured persons and witnesses; and

**(c)** The nature and location of any injury or damage arising out of the "occurrence" or offense.

**(2)** If a claim is made or "suit" is brought against the additional insured:

**(a)** Immediately record the specifics of the claim or "suit" and the date received; and

**(b)** Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

**(3)** Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

**(4)** Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

POLICY NUMBER: VTC2KCO5643B901IND25

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **OTHER INSURANCE – DESIGNATED ADDITIONAL INSUREDS – PRIMARY WITH RESPECT TO CERTAIN OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE OF DESIGNATED ADDITIONAL INSUREDS**

Any person or organization that qualifies as an additional insured under such other endorsement to this Coverage Part, if you agree in a written contract to include such person or organization as an additional insured on this Coverage Part and such written contract:

- a. Specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis; and
- b. Was signed and executed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed

### **PROVISIONS**

The following is added to Paragraph 4.a., **Primary Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance afforded under this Coverage Part to any additional insured shown in the Schedule Of

Designated Additional Insureds is primary to any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR CONTRACTORS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |   |
|--|---|
| <p><b>A.</b> Who Is An Insured – Unnamed Subsidiaries</p> <p><b>B.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> | <p><b>C.</b> Incidental Medical Malpractice</p> <p><b>D.</b> Blanket Waiver Of Subrogation</p> <p><b>E.</b> Contractual Liability – Railroads</p> <p><b>F.</b> Damage To Premises Rented To You</p> |
|--|---|

### **PROVISIONS**

#### **A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b.** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a.** An organization other than a partnership, joint venture or limited liability company; or
- b.** A trust;

as indicated in its name or the documents that govern its structure.

#### **B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a.** Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b.** Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

## COMMERCIAL GENERAL LIABILITY

### C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

**b.** An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

**(a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

**(b)** First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

#### **Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

**a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

**b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

### **D. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

**a.** "Bodily injury" or "property damage" that occurs; or

**b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

### **E. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

**c.** Any easement or license agreement;

COMMERCIAL GENERAL LIABILITY

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**F. DAMAGE TO PREMISES RENTED TO YOU**

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

POLICY NUMBER: VTC2KCO5643B901IND25

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# **TOTAL AGGREGATE LIMIT OTHER THAN PROJECTS AND DESIGNATED PROJECT AND LOCATION AGGREGATE LIMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

## **SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS**

### **LIMITS OF INSURANCE**

|   |                      |
|---|----------------------|
| <b>Total Aggregate Limit<br/>(Other Than Projects and Products-Completed Operations)</b>  | <b>\$ 25,000,000</b> |
| <b>Designated Location Aggregate Limit<br/>(Other Than Products-Completed Operations)</b> | <b>\$ 4,000,000</b>  |
| <b>Designated Project Aggregate Limit<br/>(Other Than Products-Completed Operations)</b>  | <b>\$ 4,000,000</b>  |
| <b>General Aggregate Limit<br/>(Other Than Products-Completed Operations)</b>             | <b>\$ 4,000,000</b>  |

### **Designated Projects:**

Each "project" away from premises owned by or rented to you

Designated Locations: Each premises owned by or rented to you

### **Designated Locations:**

Each premises owned by or rented to you

## **PROVISIONS**

1. The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations.
2. The following replaces Paragraph 1. of **SECTION III – LIMITS OF INSURANCE:**
  1. The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought;

## COMMERCIAL GENERAL LIABILITY

- c. Persons or organizations making claims or bringing "suits"; or
  - d. "Projects" or "locations".
- 3. The following replaces Paragraph 2. of **SECTION III – LIMITS OF INSURANCE**:
  - 2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:
    - (1) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
    - (2) Damages under Coverage B; and
    - (3) Medical expenses under Coverage C.
  - b. The Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
    - (1) The Designated Project Aggregate Limit is the most we will pay for the sum of:
      - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
      - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;
 that can be attributed only to operations at a single "project".
    - (2) The Designated Project Aggregate Limit applies separately to each "project".
    - (3) The Designated Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
    - (4) The Designated Project Aggregate Limit does not apply to damages under Coverage B. Instead, the General Aggregate Limit described in Paragraph 2.d. below applies to such damages.
  - (5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce the Designated Project Aggregate Limit for the applicable "project". Such payments will not reduce the Total Aggregate Limit, the General Aggregate Limit described in Paragraph 2.d. below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.
- c. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the Designated Location Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
  - (1) The Designated Location Aggregate Limit is the most we will pay for the sum of:
    - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
    - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;
 that can be attributed only to operations at a single "location".
  - (2) The Designated Location Aggregate Limit applies separately to each "location".
  - (3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
  - (4) The Designated Location Aggregate Limit does not apply to damages under Coverage B. Instead, the General Aggregate Limit described in Paragraph 2.d. below applies to such damages.



COMMERCIAL GENERAL LIABILITY

Paragraph **2.d.** below applies to such damages.

- (5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
- (b) The Designated Location Aggregate Limit for the applicable "location".

Such payments will not reduce the General Aggregate Limit described in Paragraph **2.d.** below, the Designated Project Aggregate Limit or the Designated Location Aggregate Limit for any other "location".

- d. Subject to the Total Aggregate Limit described in Paragraph **2.a.** above, the General Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

- (1) The General Aggregate Limit is the most we will pay for the sum of:

- (a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences", and medical expenses under Coverage **C** for "bodily injury" caused by accidents, that cannot be attributed only to operations at a single "project" or a single "location"; and
- (b) Damages under Coverage **B**.

- (2) The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.

- (3) Any payments made for damages or medical expenses to which the

General Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
- (b) The General Aggregate Limit.

Such payments will not reduce the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

4. The following replaces Paragraph **3.** of **SECTION III – LIMITS OF INSURANCE:**

3. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay under Coverage **A** for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Any payments made for such damages will not reduce the Total Aggregate Limit, the General Aggregate Limit, the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

5. The following is added to the **DEFINITIONS** Section:

"Location" means any designated location shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is owned by or rented to you. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "location".

"Project" means any designated project shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is away from premises owned by or rented to you and at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "project".

POLICY NUMBER: VTC2JCAP5643B913TIL24

COMMERCIAL AUTO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **PROVISIONS**

1. The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A. BROAD FORM NAMED INSURED</b></li> <li><b>B. BLANKET ADDITIONAL INSURED</b></li> <li><b>C. EMPLOYEE HIRED AUTO</b></li> <li><b>D. EMPLOYEES AS INSURED</b></li> <li><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></li> <li><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></li> <li><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> <li><b>J. PERSONAL PROPERTY</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> <li><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></li> </ul> |
|---|---|

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

## COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### **G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### **H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### **I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### **J. PERSONAL PROPERTY**

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

##### **Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

#### **K. AIRBAGS**

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

#### **L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

#### **M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

##### **5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

## COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

### **N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Purchase Order Number: PO-[XXXXXXXX]  
Contract ID: SC- [XXXXXXXX]

**EXHIBIT D**  
**NOTICE TO PROCEED**

**DATE:**

**TO:**

**FROM:**

**SUBJECT:**

---

In accordance with the Contract Services Agreement between the City and County of Denver and [Developer Name] (Contract # [CASR Contract Number]) dated [Date of Contract Execution] this is your Notice to Proceed to Commence [Development or Construction Phase] for the following Energy Efficiency project.

Facility Name: [Project Name]

Sincerely,

---

*XXXXXXXXXX, CASR Project Manager*  
City and County of Denver

cc: CASR Deputy Executive Director  
CASR Finance and Admin Team

## EXHIBIT E - SCHEDULE OF VALUES



[illegible]

**EXHIBIT F**  
**Notice of Substantial Completion**

**Notice of Substantial Completion (per ECM / FIM)**

Date of Notice \_\_\_\_\_

Contractor: \_\_\_\_\_

Contract Name / #: \_\_\_\_\_

Notice is hereby given that the City and County of Denver's Climate Action, Sustainability & Resiliency Department accepts the installed equipment for ECM / FIM \_\_\_\_\_ and establishes a warranty period start date of \_\_\_\_\_.

Climate Action, Sustainability & Resiliency

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT G**  
**Notice of Final Acceptance**

**Notice of Final Acceptance**

Date of Notice \_\_\_\_\_

Contractor: \_\_\_\_\_

Contract Name / #: \_\_\_\_\_

Notice is hereby given that the City and County of Denver's Climate Action, Sustainability & Resiliency Department accepts the Project and establishes a Performance Commencement Date of \_\_\_\_\_.

Climate Action, Sustainability & Resiliency

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## **EXHIBIT H - PREVAILING WAGES**



**TIMOTHY M. O'BRIEN, CPA**  
AUDITOR

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

# City and County of Denver

## 2025 Building General Wage Decision

**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Luis Osorio Jimenez, Prevailing Wage Administrator  
**DATE:** July 16, 2025  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Tuesday, July 15, 2025**, and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single-family homes and apartments up to and including four stories) in accordance with the Denver Revised Municipal Code, § 20-76(c).

### General Wage Decision No. CO20250020

Superseded General Decision No. CO20240020

Modification No. 5

Publication Date: 07/15/2025

(5 pages)

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

Attachments as listed above.

**In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on August 21<sup>st</sup>, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis-Bacon classifications under \$18.81 to comply with the city's minimum wage.**

**General Decision Number:** CO20250020 07/11/2025

**Superseded General Decision Number:** CO20240020

**State:** Colorado

**Construction Type:** Building

**County:** Denver County in Colorado.

**BUILDING CONSTRUCTION PROJECTS**

(Does not include single-family homes or apartments up to and including four stories.)

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

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

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

- Executive Order 14026 generally applies to the contract.
- The contractor must pay all covered workers at least \$18.81 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 2025.

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

- Executive order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least \$18.81 per hour (or the applicable wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

| MODIFICATION<br>NUMBER | PUBLICATION DATE |
|------------------------|------------------|
| 0                      | 01/03/2025       |
| 1                      | 02/07/2025       |
| 2                      | 03/07/2025       |
| 3                      | 03/14/2025       |
| 4                      | 05/16/2025       |
| 5                      | 07/15/2025       |

| <b>ASBE0028-002 07/01/2024</b>   | <b>RATES</b> | <b>FRINGES</b> |
|--|--------------|----------------|
| <b>ASBESTOS WORKER/HEAT &amp; FROST INSULATOR – MECHANICAL (DUCT, PIPE &amp; MECHANICAL SYSTEM INSULATION)</b> | \$34.98      | \$16.47        |

| <b>CARP0055-002 05/01/2025</b>          | <b>RATES</b> | <b>FRINGES</b> |
|---|--------------|----------------|
| <b>CARPENTER (DRYWALL HANGING ONLY)</b> | \$35.10      | \$13.84        |

| <b>CARP1607-001 06/01/2025</b> | <b>RATES</b> | <b>FRINGES</b> |
|--------------------------------|--------------|----------------|
| <b>MILLWRIGHT</b>              | \$42.50      | \$19.02        |

| <b>ELEC0068-012 06/01/2025</b>                   | <b>RATES</b> | <b>FRINGES</b> |
|--|--------------|----------------|
| <b>ELECTRICIAN (INCLUDES LOW VOLTAGE WIRING)</b> | \$46.80      | \$19.53        |

| <b>ELEV0025-001 01/01/2024</b> | <b>RATES</b> | <b>FRINGES</b> |
|--------------------------------|--------------|----------------|
| <b>ELEVATOR MECHANIC</b>       | \$56.57      | \$40.35        |

**FOOTNOTE:**

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

| <b>ENGI0009-017 05/01/2024</b>          | <b>RATES</b> | <b>FRINGE</b> |
|---|--------------|---------------|
| <b>POWER EQUIPMENT OPERATOR (CRANE)</b> |              |               |
| <b>141 TONS AND OVER</b>                | \$39.80      | \$15.20       |
| <b>50 TONS AND UNDER</b>                | \$35.78      | \$15.20       |
| <b>51 TO 90 TONS</b>                    | \$36.09      | \$15.20       |
| <b>91 TO 140 TONS</b>                   | \$37.34      | \$15.20       |

| <b>IRON0024-010 11/01/2024</b>           | <b>RATES</b> | <b>FRINGES</b> |
|--|--------------|----------------|
| <b>IRONWORKER, STRUCTURAL/ORNAMENTAL</b> | \$39.21      | \$12.79        |

| <b>IRON00847- 11/01/2024</b>   | <b>RATES</b> | <b>FRINGES</b> |
|--------------------------------|--------------|----------------|
| <b>IRONWORKER, REINFORCING</b> | \$55.25      | \$3.65         |

| <b>PAIN0079-006 08/01/2022</b>   | <b>RATES</b> | <b>FRINGES</b> |
|--|--------------|----------------|
| <b>PAINTER (BRUSH, ROLLER, AND SPRAY; EXCLUDES DRYWALL FINISHING/TAPING)</b> | \$27.41      | \$11.56        |

| <b>PAIN0079-007 08/01/2022</b> | <b>RATES</b> | <b>FRINGES</b> |
|--------------------------------|--------------|----------------|
| <b>DRYWALL FINISHER/TAPER</b>  | \$28.11      | \$11.56        |

| <b>PAIN0419-001 06/01/2022</b>             | <b>RATES</b> | <b>FRINGES</b> |
|--|--------------|----------------|
| <b>SOFT FLOOR LAYER (VINYL AND CARPET)</b> | \$18.81      | \$14.33        |

| <b>PAIN0930-002 07/01/2024</b> | <b>RATES</b> | <b>FRINGES</b> |
|--------------------------------|--------------|----------------|
| <b>GLAZIER</b>                 | \$35.51      | \$12.65        |

| <b>PLUM0003-009 06/01/2024</b>                                  | <b>RATES</b> | <b>FRINGES</b> |
|---|--------------|----------------|
| <b>PLUMBER (EXCLUDES HVAC DUCT, PIPE AND UNIT INSTALLATION)</b> | \$45.43      | \$20.15        |

| <b>PLUM0208-008 06/01/2024</b>  | <b>RATES</b> | <b>FRINGES</b> |
|---|--------------|----------------|
| <b>PIPEFITTER (INCLUDES HVAC PIPE AND UNIT INSTALLATION; EXCLUDES HVAC DUCT INSTALLATION)</b> | \$44.15      | \$22.43        |

| <b>SFCO0669-002 04/01/2024</b>            | <b>RATES</b> | <b>FRINGES</b> |
|---|--------------|----------------|
| <b>SPRINKLER FITTER (FIRE SPRINKLERS)</b> | \$45.44      | \$26.98        |

| <b>SHEE0009-004 07/01/2024</b>  | <b>RATES</b> | <b>FRINGES</b> |
|---|--------------|----------------|
| <b>SHEET METAL WORKER (INCLUDES HVAC DUCT INSTALLATION; EXCLUDES HVAC PIPE AND UNIT INSTALLATION)</b> | \$39.47      | \$21.83        |

| <b>SUCO2013-006 07/31/2015</b>   | <b>RATES</b> | <b>FRINGES</b> |
|--|--------------|----------------|
| <b>BRICKLAYER</b>  | \$21.96      | \$0.00         |
| <b>CARPENTER: ACOUSTICAL CEILING INSTALLATION ONLY</b>   | \$22.40      | \$4.85         |
| <b>CARPENTER: METAL STUD INSTALLATION ONLY</b>   | \$20.81      | \$0.00         |
| <b>CARPENTER, EXCLUDES ACOUSTICAL CEILING INSTALLATION, DRYWALL HANGING, AND METAL STUD INSTALLATION</b> | \$21.09      | \$6.31         |
| <b>CEMENT MASON/CONCRETE FINISHER</b>  | \$20.09      | \$7.03         |
| <b>LABORER: COMMON OR GENERAL</b>  | \$19.81      | \$5.22         |
| <b>LABORER: MASON TENDER – BRICK</b>   | \$20.32      | \$0.00         |
| <b>LABORER: MASON TENDER – CEMENT/CONCRETE</b>   | \$20.33      | \$0.00         |
| <b>LABORER: PIPELAYER</b>  | \$19.86      | \$3.68         |
| <b>OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE</b>  | \$20.78      | \$5.78         |
| <b>OPERATOR: BOBCAT/SKID STEER/SKID LOADER</b>   | \$20.10      | \$3.89         |
| <b>OPERATOR: GRADER/BLADE</b>  | \$21.50      | \$0.00         |
| <b>ROOFER</b>  | \$18.85      | \$0.00         |
| <b>TRUCK DRIVER: DUMP TRUCK</b>  | \$18.97      | \$0.00         |
| <b>WATERPROOFER</b>  | \$18.83      | \$0.00         |

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



## Administrator Supplemental Rates

Specific to the Denver projects: Revision Date: 05/20/2025

| <b>CLASSIFICATION</b>        | <b>BASE</b> | <b>FRINGE</b> |
|------------------------------|-------------|---------------|
| <b>BOILERMAKER</b>           | \$30.97     | \$21.45       |
| <b>LABORER: CONCRETE SAW</b> | \$18.90     | \$0.00        |
| <b>PAPER HANGER</b>          | \$20.15     | \$6.91        |
| <b>PLASTERER</b>             | \$32.55     | \$13.00       |
| <b>PLASTER TENDER</b>        | \$18.81     | \$0.00        |
| <b>TRUCK DRIVER: FLATBED</b> | \$19.14     | \$10.07       |
| <b>TRUCK DRIVER: SEMI</b>    | \$19.48     | \$10.11       |

| <b>CLASSIFICATION: POWER EQUIPMENT OPERATOR</b> | <b>BASE</b> | <b>FRINGE</b> |
|---|-------------|---------------|
| <b>CONCRETE MIXER — LESS THAN ONE YD</b>        | \$23.67     | \$10.67       |
| <b>CONCRETE MIXER – 1 YD AND OVER</b>           | \$23.82     | \$10.68       |
| <b>DRILLERS</b>                                 | \$23.97     | \$10.70       |
| <b>LOADER – UP TO AND INCLUDING SIX CU YD</b>   | \$23.67     | \$10.67       |
| <b>LOADERS – OVER SIX CU YD</b>                 | \$23.82     | \$10.68       |
| <b>MECHANIC</b>                                 | \$18.81     | \$0.00        |
| <b>MOTOR GRADER</b>                             | \$23.97     | \$10.70       |
| <b>OILERS</b>                                   | \$22.97     | \$10.70       |
| <b>ROLLER</b>                                   | \$23.67     | \$10.67       |

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