

**DESIGN-BUILD CONTRACT
CNG VEHICLE FUELING INFRASTRUCTURE
201311045**

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- Exhibit A – Design-Build Criteria and Scope
- Exhibit B – Negotiated Fixed Contract Price
- Exhibit C – General Contract Conditions (Index Only)
- Exhibit D – Technical Specifications (incorporated by reference only)
- Exhibit E – Contract Drawings (100% Construction Documents) (incorporated by reference only)
- Exhibit F – Prevailing Wage Schedules
- Exhibit G – Special Contract Conditions
- Exhibit H – Compliance Plan
- Exhibit I – Certificates of Insurance
- Exhibit J – Executed Bond and Surety Letter

**DESIGN-BUILD CONTRACT
CNG FUELING INFRASTRUCTURE**

This Design-Build Contract, entered into by and between the parties (Parties) consisting of the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the “CITY”, and **TRUSTAR ENERGY LLC**, a Colorado corporation, with an address of 1 North Lexington Avenue, Suite 620, White Plains, New York 10601, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH

WHEREAS, the City has implemented and completed a competitive selection process and has selected a Contractor to design, construct, install and deliver to the City improvements to Central Platte Campus in Denver, Colorado (the “Project”); and

WHEREAS, The Projects shall consist of the design and construction of CNG Fueling Infrastructure for the Department of Public Works; and

WHEREAS, the City is relying upon the qualifications presented in the Contractor’s response to the Request for Proposals dated January 31, 2013, to develop the design and perform the construction of the Project in entering into this Design-Build Contract; and

WHEREAS, the Contractor was selected after a determination that its response, dated March 8, 2013, was the most advantageous to the City; and

WHEREAS, the Project’s Design-Build Criteria and Scope is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, the Contractor warrants and represents that it is ready, willing and able to design, build and deliver a fully functional and approved (per all applicable laws, building codes and other standards set forth in the Contract Documents) Project in accordance with the terms and conditions of this Design-Build Contract and as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. AUTHORITY

1.1 Line of Authority. The City’s Manager of Public Works, his designee or successor in function (hereinafter referred to as the “Manager”) authorizes all work performed under this Design-Build Contract. The Manager hereby delegates his authority over the work described

herein to the City Engineer as the Manager's authorized representative for the purpose of overseeing the work under this Design-Build Contract. The Manager's authorized representative for the day-to-day administration of the Contractor's services under this Design-Build Contract is the Project Manager. The Contractor shall submit its reports, memoranda, correspondence and submittals to the Project Manager. The Manager may rescind or amend any such designation of representatives or delegation of authority and the Manager may, from time to time, designate a different Project Manager, upon written notice to the Contractor.

1.2 Limitation on Delegation of Authority. It is expressly understood that although the Project Manager may gather information about proposed changes in the contract time and contract price from the Contractor, only the Manager or his designated representative has the authority to legally bind the City to changes in contract time and contract price through a validly executed change order in accordance with the General Conditions.

2. CONTRACTOR

2.1 Contractor Selection. In accordance with the requirements of Section 20-56 of the Denver Revised Municipal Code (the "DRMC"), the City implemented and completed a competitive selection process to identify qualified contractors to perform both design and construction services for the Project. The Contractor was selected as the first ranked proposer to perform such services for the City as set forth in the City's Request for Proposals (RFP) dated January 31, 2013; and the Contractor's RFP Submittal dated March 8, 2013. In referencing these solicitations and submissions herein, the City and the Contractor acknowledge that the scope of the Project, as presented and addressed by these documents, has materially evolved since the issuance of these documents and that some information presented will not be applicable to this Design-Build Contract or the Project.

2.2 General. The Contractor shall provide and furnish all services and work items necessary to perform the Work for the Project as defined in the Design-Build Criteria and Scope and all other terms and conditions of this Design-Build Contract, including but not limited to the following: all professional services, materials, parts, labor, supervision, coordination, administration, equipment, tools, temporary utilities, shop drawings, studies, reports, permitting documents, schematic drawings, specifications, design development drawings, construction drawings, as-built drawings and incidentals required by the Contract Documents and desirable

for the full completion of the Work and Project, described, or specified in this Design-Build Contract. The terms “Project” and “Work” are synonymous. The Contractor’s Project cost proposal shall include all costs relating to, or associated with, the foregoing, including, but not limited to, material costs, equipment costs, personnel costs, overhead and profit and all other costs associated with the Contractor’s performance, including all of the Contractor’s errors, omissions and negligence with respect to such performance.

2.3 Relationship of the Parties. By entering into this Design-Build Contract, the Contractor accepts the relationship of trust and confidence between it and the City. The Contractor shall furnish its reasonable professional skill and judgment and shall cooperate with the officials, employees and agents of the City, including the Project Manager, in furthering the interests of the City. The Contractor will furnish efficient business administration and superintendence and will use reasonable efforts to perform the Work in an expeditious and economical manner consistent with the interests of the City. In no event shall the Contractor be considered a fiduciary of the City by reason of this paragraph.

2.4 Design/Preconstruction Services

2.4.1 Design Documents. The Contractor shall prepare or provide to the Project Manager for review and approval the Approved Design Documents and detailed specifications, including but not limited to those items set forth in **Exhibit A**. Design services shall be performed by qualified architects, engineers and other professionals selected and paid by the Contractor.

2.4.2 Standard of Care for Professional Design Services. The Contractor shall perform all services required by this Design-Build Contract with the degree of skill, care and diligence consistent with the professional standards prevailing in the Denver Metropolitan Area for services of comparable scope and magnitude. The Contractor’s designer shall be licensed in the State of Colorado.

2.4.3 Ownership of Documents.

2.4.3.1 The City shall have title and all intellectual and other property rights, in and to all phased and final documents and all data used in the development of the same, including the results of any tests, surveys or inspections at the Project site, and all photographs, drawings, drafts, contract documents, studies, estimates, reports, models, notes and any other materials or work products, whether in electronic or hard copy format, created by the Contractor pursuant to this Design-Build Contract, in preliminary and final forms and on any media whatsoever

(collectively, the "Documents"), whether the Project for which the Documents were created is executed or not. The Contractor shall identify and disclose, as requested, all such Documents to the City.

To the extent permitted by the U.S. Copyright Act, 17 USC § 101 et seq., as the same may be amended from time to time, the Documents are a "work made for hire," and all ownership of copyright in the Documents shall vest in the City at the time the Documents are created. To the extent that the Documents are not a "work made for hire," the Contractor hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.

2.4.3.2 The Contractor shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City's benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of such Documents, and shall provide full information regarding the Documents and execute all appropriate documentation in applying for or otherwise registering, in the City's name, all rights to such Documents.

2.4.3.3 The Contractor agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.

2.4.3.4 The Contractor shall be permitted to retain reproducible and electronic copies of all of the Documents for the information and reference, and the originals of all of the Documents, including all electronic files, shall be delivered to the City promptly upon completion thereof, or if authorized by the City's Project Manager, upon termination or expiration of this Design-Build Contract.

2.5 **Construction Services.** Construction Services shall be performed by qualified Design-Build Contractors (licensed in the City and County of Denver), subcontractors and suppliers, selected and paid by the Contractor and acting in the interest of the Contractor. Selection of the Contractor's subcontractors, consultants, subconsultants, vendors and suppliers shall be at the sole discretion of the Contractor.

2.6 Acts and Omissions. The Contractor shall be responsible to the City for negligent acts and omissions of the Contractor's employees, contractors, subcontractors, agents and parties in privity of contract with it to perform a portion of the Work, including all design elements of the Project.

2.7 Conflict of Interests. No design consultant or subconsultant, not already approved by the City, shall be engaged to perform work on the Project wherein a conflict exists, such as being connected with the sale or promotion of equipment or material which may be used in the Project, provided, however, that in unusual circumstances and with full disclosure to the City of such interest, the City may provide a waiver, in writing, in respect to the particular consultant or subconsultant.

3. CONTRACT DOCUMENTS

It is agreed by the parties hereto that the following list of instruments, drawings and documents which are attached hereto, bound herewith or incorporated herein by reference constitute and shall be referred to as the "Contract Documents" and all of said instruments, drawings and documents taken together as a whole constitute the Design-Build Contract between the parties hereto, and they are as fully a part of this Design-Build Contract as if they were set out verbatim and in full herein. The Contract Documents represent the entire and complete integration of all understandings between the City and the Contractor and supersedes all prior negotiations, representations or agreements. No prior or contemporaneous addition, deletion or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement or change order properly executed by the parties. When the Contract Drawings and Technical Specifications are complete, they will be incorporated by written directive of the Manager of Public Works or the Manager's designee.

3.1 All of said instruments, drawings and documents taken together as a whole constitute the Design-Build Contract between the parties hereto, and they are as fully a part of this Design-Build Contract as if they were set out verbatim and in full herein.

Design-Build Contract and all Exhibits thereto

Request for Proposals (RFP), dated January 31, 2013 (incorporated by reference)

Contractor Response to RFP, dated March 8, 2013 (incorporated by reference)

Notice to Proceed
Payment and Performance Bond
M/WBE Commitment Documents (Design Services)
Equal Employment Opportunity Provisions
Design-Build Criteria and Scope dated March 8, 2013 (**Exhibit A**)
Negotiated Fixed Contract Price (**Exhibit B**)
General Contract Conditions (**Exhibit C**)
Final/Partial Lien Release Form (attached in Special Contract Conditions)
Notice to Proceed Form (attached special Contract Conditions)
Contractor's Certification of Payment Form (attached in Special Conditions)
Certificate of Contract Release Form (attached in Special Contract Conditions)
Technical Specifications (incorporated herein by reference upon City acceptance as **Exhibit D**)
Contract Drawings (100% Construction Documents) (incorporated herein by reference upon City acceptance as **Exhibit E**)
Prevailing Wage Schedules (attached as **Exhibit F**)
Special Contract Conditions (attached as **Exhibit G**)
Compliance Plan (attached as **Exhibit H**)
Certificate of Insurance (attached as **Exhibit I**)

3.2 If anything in the Contract Documents is inconsistent with this Design-Build Contract, this Design-Build Contract will govern. The order of precedence of the Contract Documents shall be as follows:

3.2.1 this Design-Build Contract, as may be modified by amendment or change orders, with precedence of amendments or change orders in reverse order of issuance;

3.2.2 the Special Contract Conditions;

3.2.3 the General Contract Conditions;

3.2.4 the Negotiated Fixed Contract Price (**Exhibit B**);

3.2.5 the Technical Specifications;

3.2.6 the Contract Drawings (100% Construction Documents);

3.2.7 Design Build Criteria and Scope (**Exhibit A**);

3.2.8 Not used;

3.2.9 Contractor Response to RFP, dated January 31, 2013, to the extent that any discrepancies from the RFP have been identified by Contractor;

3.2.10 RFP dated March 8, 2013; and

3.2.11 all other Exhibits, whether attached to this Design-Build Contract, incorporated by reference or later added by Change Order.

3.3 The intent of the Contract Documents is to include all terms, conditions, work items and services necessary or required for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be binding as if required by all. Work items or services not covered in the Contract Documents will be required unless they are not consistent with the Contract Documents and are not inferable from the Contract Documents as being necessary to produce the result intended by the Contract Documents. Anything mentioned in the Technical Specifications and not shown on the Contract Drawings, or shown on the Contract Drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown or mentioned in both. Words and abbreviations that have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meaning.

3.4 It is contemplated by the parties that numerous exhibits or attachments, including construction documents and final technical specifications, will not be accomplished or must be developed after execution of this Design-Build Contract and, as such, must be finalized, incorporated by reference and/or attached to and be made a part of the Contract Documents subsequent to execution of this Design-Build Contract. The incorporation of such exhibits or attachments into this Design-Build Contract shall be accomplished by written directive from the Manager of Public Works or the Manager's designee. The parties shall be diligent in accomplishing these exhibits and attachments. To the extent these new exhibits or attachments conflict with other exhibits or portions of this Design-Build Contract, the document with the higher precedence as identified in 3.2 shall prevail. However, nothing contained in this section shall relieve the Contractor from its obligation to identify any discrepancies in the documents, nor shall this section limit the Contractor's ability to seek Change Order time and compensation adjustments for City changes to the Work incorporated into any of these later exhibits and attachments.

3.5 Where reference is made in this Design-Build Contract to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

4. SCOPE OF WORK

4.1 Completion Obligation. The Contractor shall execute the Project described in the Contract Documents, except to the extent specifically indicated in the Contract Documents as the responsibility of others. The Contractor agrees to commence and undertake the performance of the Work under this Design-Build Contract within ten (10) days of the date of issuance of a Notice to Proceed in substantially the form attached in the Special Conditions and agrees to substantially complete said Work within the Contract Time and fully complete said Work in accordance with the Contract Documents. The Contractor may complete the Project earlier than the date for substantial completion established by the Contract Time, but any claim by the Contractor based on delay shall be based upon the date for substantial completion established by the Contract Time and not on an earlier projected completion date that the Contractor may propose.

4.2 Scope of Work. The entire Scope of Work shall include the following phases:

4.2.1 Design Phase Services. The Design Phase Services are comprised of all those services, obligations and responsibilities necessary or required to complete for the City's review and acceptance a Project Design that strictly complies with the requirements set forth in the Design-Build Criteria and Scope, incorporated herein by this reference as **Exhibit A**.

4.2.2 Construction Phase Services. The Construction Phase Services shall include the furnishing of all construction administration, management, supervision and coordination experience and expertise, as well as all construction services, work effort, labor, tools, supplies, manufactured components, equipment, materials, and everything else necessary and required to complete the construction of the Project on time and within budget; while satisfying the City's longstanding commitment to quality, efficiency, value, innovation, partnering, responsiveness to agency and community needs and compliance with all applicable regulatory requirements in the performance of general public improvements.

4.2.3 The Work. The terms "Scope of Work" or "Work" as used herein shall mean all Design and Construction Phase Services required by or reasonably inferable from the Contract Documents, whether completed or partially completed, and includes all other materials,

equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work shall constitute the whole of the Project.

4.3 Acknowledgement of Scope of Work. The Contractor expressly recognizes and acknowledges that this Project must be completed within the time and fiscal constraints as set forth throughout this Design-Build Contract.

4.3.1 The Contractor further represents to the City that by executing this Design-Build Contract, it has been fully informed of and has thoroughly reviewed the following: the objectives of the Project; the work effort of the City's Consultants performed to date for the Project; all of the Contract Documents attached to this Design-Build Contract or incorporated by reference; and all of the Work required by the Contractor by the Contract Documents. Based upon this thorough review and analysis, the Contractor represents to the City that it will provide or perform all of the necessary Work within the requirements of the Contract Documents.

4.3.2 Also by execution of this Design-Build Contract, the Contractor covenants and represents that the Contractor is familiar with the site of the Project (the "Site") and has had sufficient time and opportunity to independently examine and is sufficiently familiar with: the Site, the character and nature of the Site layout and materials, the character and nature of all Site constraints, restrictions and limitations, and limitations on ingress, egress and construction staging and performance; and the local conditions under which the Work is to be performed, including weather conditions and any other factors which may impact the Work. The Contractor further represents that it has taken into consideration and correlated these direct observations, examinations and investigations with the requirements of the Contract Documents and in the pricing of the Work, the formulation of the Negotiated Fixed Contract Price, the Contractor's Fee and in preparing all Exhibits.

4.3.3 Also by execution of this Design-Build Contract, the Contractor represents that it has reviewed and is familiar with the City's general expectations and scheduling assumptions regarding completion of the Project and occupancy of the completed facility and the requirements, constraints, and limitations occasioned by the City's occupancy schedules; and that, given the Design-Build Criteria and Scope, these scheduling assumptions are reasonable and achievable. The Contractor further represents that it has taken into consideration and correlated these assumptions and constraints with the requirements of the Contract Documents and in the pricing of the Work, the Fixed Contract Price and the Contractor's Fee.

4.3.4 Finally, the Contractor represents that it has reviewed the Design-Build Criteria and Scope, accepts the terms and requirements thereof and affirmatively states that the Project, as expressed by these scoping documents and the Project requirements and constraints is a reasonable and constructable Project, incorporating a reasonable and workable delivery approach, schedule and budget.

5. RELATIONSHIP OF THE PARTIES

5.1 The parties intend herein to establish a relationship wherein the City relies upon the integrity and fidelity of the Contractor to complete the Project within the time and budget constraints set forth in this Design-Build Contract and in a manner which satisfies the City's longstanding commitment to quality, efficiency, value, innovation, partnering, responsiveness to agency and community needs and compliance with all applicable regulatory requirements in the performance of general public improvements.

5.2 The Contractor accepts the relationship of trust and confidence established by this Design-Build Contract with the City. The Contractor further agrees to utilize the Contractor's skill, effort, and judgment in furthering the interests of the City regarding the Project; to furnish at all times an adequate supply of qualified and competent workers and quality materials; and to perform the work in the best, most expeditious, and economical manner. Further, the Contractor agrees to furnish efficient business administration, construction management and superintendence and to use its reasonable efforts to complete the Work in an expeditious and economical manner, consistent with the interests of the City.

5.3 The Contractor shall accept the designated and authorized representatives of the City identified in the Contract Documents and perform its obligations toward and in response to such representatives in the same manner it would toward and in response to the City, pursuant to such designation and authorization.

6. COORDINATION AND COOPERATION

6.1 The Contractor agrees to cooperate and coordinate fully with the City in its performance of the Work to meet or exceed the City's time and budgetary objectives and limitations, while maintaining the City's longstanding commitment to quality, efficiency, value, innovation,

partnering, responsiveness to agency and community needs and compliance with all applicable regulatory requirements in the construction of general public improvements.

6.2 The Contractor shall, as a continuing work item under this Design-Build Contract, facilitate coordination, communication and cooperation regarding its performance hereunder between the City's Department of Public Works ("Public Works"), the Project Manager, other City consultants and any affiliated entities. In addition, the Contractor shall coordinate its efforts under this Design-Build Contract with all involved governmental and regulatory entities.

6.3 The Contractor shall be responsible for taking accurate and comprehensive minutes at all Design and Construction Phase meetings attended by the Contractor regarding the Project. Those minutes shall be prepared in a format approved by the Project Manager and issued to all attendees, as well as those other parties designated by the City, no later than three working days after the meeting. Unless approved in advance in writing by the Project Manager and to the greatest extent practicable, Project meetings with the City shall be conducted in the City and County of Denver, Colorado.

7. CONTRACT TERM AND TIME OF COMMENCEMENT

7.1 General. The Contract Term shall begin on the date of this Design-Build Contract but no work shall be performed prior to the delivery of all bonds and insurance certificates (as required) of the Contractor and until the City issues a Notice to Proceed. The Contract Time for the Project shall be the period of performance beginning on the date of Notice to Proceed and the Project shall be substantially completed one hundred eighty three days from Notice to Proceed. The Contractor is not authorized to commence Work prior to its receipt of the Notice to Proceed, and any Work performed prior to the Notice to Proceed is at the Contractor's sole risk, cost and expense and with no obligation by the City to pay for any such Work. Upon issuance of the Notice to Proceed all Costs of the Work incurred prior to the issuance date will be reimbursable to the Contractor subject to the approved Fixed Contract Price. Termination shall be pursuant to G.C. Title 22 except as otherwise provided herein.

7.2 Contract Time and Substantial Completion.

7.2.1 The term "Project Contract Time" is defined as the period beginning on the date of Notice to Proceed and ending on the date of Final Completion of the Work set forth in the

Project Scope of Work, subject to Change Orders as provided for in the Contract Documents. The term “Final Completion” is defined in the General Conditions.

7.3 Liquidated Damages. It is understood and agreed by and between the City and the Contractor that, if the Contractor fails to achieve Substantial Completion of the Project Work within the Contract Time set forth in Article 7, the City will suffer substantial damages, which damages would be difficult to accurately determine. The parties hereto have considered the possible elements of damages and have agreed that the amount of liquidated damages for the Contractor’s failure to substantially complete the Project work within the Contract Time. Should the Contractor fail to complete all Work within the Contract Time allocated under Article 7, the Contractor shall become liable to the City and County of Denver for liquidated damages, and not as a penalty, at the rate of \$1000 for each Day that the Contractor exceeds the time limits herein specified, all in accordance with provisions of General Contract Condition 602, LIQUIDATED DAMAGES; ADMINISTRATIVE COSTS; ACTUAL DAMAGES.

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

Engineer or Architect Supervisor = \$79.00/hour
Project Manager = \$71.00/hour
Project Inspector = \$53.00/hour

If the Contractor shall fail to pay such liquidated damages promptly upon demand therefore, the Surety on its Performance Bond and Payment Bond shall pay such damages. Also, the City may withhold all, or any part of, such liquidated damages from any payment due the Contractor. Additional provisions relating to liquidated damages are set forth in the Design Build Contract General Contract Conditions. The Parties agree that the Liquidated Damages are the sole remedy for the City on the condition that the Contractor does not seek to void the Liquidated Damages provisions in these Contract Documents or on any other basis, and in such event the City reserves all of its rights to seek actual damages from the Contractor for injury or loss suffered by the City from the acts or omissions of the Contractor, including but not limited to any other breach or default of this Design-Build Contract.

The parties agree that the foregoing amounts shall be the full amount of liquidated damages recoverable against the Contractor by the City for the Contractor’s breach of its covenants of timely performance hereunder. The amount so determined shall be the full,

agreed upon and liquidated damages recoverable against the Contractor by the City for the Contractor's breach of its covenants of timely performance hereunder. The provisions of this Section shall not limit the rights and remedies of the City pursuant to the General Conditions.

8. INSURANCE REQUIREMENTS

8.1 General Conditions. Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the 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 this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

8.2 Proof of Insurance. Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor certifies that the certificate of insurance (preferably an ACORD certificate of insurance) attached as Exhibit I, complies with all insurance requirements of this Agreement. The City's acceptance of a certificate of insurance or other proof of insurance that

does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

8.3 Additional Insureds. For Commercial General Liability, Auto Liability and Contractors Pollution Liability, Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as an additional insured.

8.4 Waiver of Subrogation. For all coverages, the Contractor's insurer shall waive subrogation rights against the City.

8.5 Subcontractors. All sub-consultants, subcontractors, independent contractors, suppliers or other entities providing goods or services required by this Agreement shall be subject to all of the requirements herein. Contractor shall require all of its subcontractors of any tier to provide insurance coverage in types and amounts required by the Contractor, but in amounts of at least \$1,000,000 Commercial General Liability, Business Auto insurance of \$1,000,000 combined single limit, statutory Workers' Compensation coverage, and if required based on the scope of work, professional liability and/or pollution liability in the amounts as required of the Contractor. Contractor agrees to provide proof of insurance for all such subcontractors, independent contractors, suppliers or other entities upon request by the City.

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

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

8.8 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. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

8.9 Professional Liability. Contractor shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

8.10 Builders Risk or Installation Floater. Contractor shall maintain limits equal to the completed value of the project. Coverage shall be written on an all risk, replacement cost basis including coverage for soft costs, flood and earth movement, if in a flood or quake zone, and, if applicable, equipment breakdown including testing. The City and County of Denver, Contractor, and sub-contractors shall be Additional Named Insureds under the policy. Policy shall remain in force until acceptance of the project by the City.

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

8.13 Additional Provisions.

- .1 For all general liability the policy must provide the following:
 - .1 If any aggregate limit is reduce by twenty-five percent (25%) or more by paid or reserved claims, the Contractor shall notify the City within ten (10) days and reinstate the aggregates required;
 - .2 Unlimited defense costs in excess of policy limits;
 - .3 Contractual liability assumed under an Insured Contract;

- .4 A severability of interests provision;
- .5 Waiver of exclusion for lawsuits by one insured against another;
- .6 A provision that coverage is primary; and
- .7 A provision that coverage is non-contributory with other coverage or self-insurance provided by the City.

.2 For all general liability and professional liability, and if the policy is a claims-made policy, then the retroactive date must be on or before the contract date or the first date when any performance, goods or services were provided to the City, whichever is earlier.

.3 For all general liability the policies must not contain an exclusion for subsidence or earth movement; an exclusion for residential or habitational construction, reconstruction, remodeling, repair or similar activity.

.4 For all general liability and pollution liability, if required, the policies must not contain an exclusion for injury or damage from mold, fungus, or other biological pathogens.

.5 For all general liability and professional liability, the policies must not contain an exclusion for discrimination or similar offenses, or Contractor shall maintain such coverage by separate policy for discrimination or similar offenses with limits as follows: \$1,000,000 per occurrence and \$1,000,000 policy aggregate.

9. SUBCONTRACTOR RESPONSIBILITY

The Contractor shall be responsible to the City for the acts and omissions of its agents and employees, Subcontractors and Suppliers of any tier, and their agents and employees performing Work under this Design-Build Contract.

10. COMPENSATION

In accordance with the terms of this Design-Build Contract, the amount to be paid by the City to the Contractor under this Design-Build Contract shall be the Lump Sum Fixed Contract Price as set forth in *Exhibit B*. The Contractor guarantees and warrants that the Project will be completed by its performance hereunder for the Negotiated Fixed Contract Price amount. In no event will the City's liability exceed the Negotiated Fixed Contract Price, as adjusted by duly authorized change order in accordance with this Design-Build Contract. The parties specifically

agree that any performance by the Contractor hereunder shall not subject the City to any cost, charge or fee not specified above.

11. DISPUTE RESOLUTION

It is the express intention of the parties to this Design-Build Contract that all disputes of any nature whatsoever regarding the Design-Build Contract including, but not limited to, any claims for compensation or damages arising out of breach or default under this Design-Build Contract, shall be resolved by administrative hearing pursuant to the provisions of Section 56-106, DRMC or, with respect to appropriate issues involving Small Business Enterprise contracting, by Section 28-33, DRMC. The Contractor expressly agrees that this dispute resolution process is the sole and only dispute resolution mechanism that will be recognized and employed by the parties for any claims put forward by the Contractor, notwithstanding any other claimed theory of entitlement on the part of the Contractor or its Subcontractors or Suppliers.

12. ADDITIONAL PROVISIONS

12.1 No Discrimination in Employment. In connection with the performance of the Work under this Design-Build Contract, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder. Further, the Contractor agrees to comply with the provisions of Section 28-41 to 28-47, DRMC, and all Rules and Regulations promulgated and adopted by the Manager of Public Works pursuant thereto relating to non-discrimination in employment by contractors, subcontractors and suppliers receiving compensation for work performed on the Project.

12.2 Title to the Work. The parties agree that the City shall have title to all components and aspects of the Project which are in place and title to all materials for which any payment has been made to the Contractor hereunder.

12.3 Compliance with Minority/Women Business Enterprise Requirements.

.1 This Design-Build Contract is subject to all applicable provisions of Article III Divisions 1 and 3 of Chapter 28 of the DRMC (the “M/WBE Ordinance”) and any Rules or Regulations promulgated pursuant thereto.

.2 Design-Build Contractor will satisfy all requirements of the compliance plan submitted and approved by the Division of Small Business Opportunity (“DSBO”).

.3 In accordance with the requirements of the M/WBE Ordinance, the Contractor is committed to, at a minimum, meet the combined participation goal of **seven percent (7%)** established for the design and construction aspects of this Project (Construction Goal), utilizing properly certified M/WBE subcontractors and suppliers. In accordance with Section 28-60(b) and Rules and Regulations promulgated pursuant thereto, the Director has authorized the utilization of a compliance plan to address the Construction Goal for this Project. Upon execution of this Contract, the Contractor will prepare and present for the review and approval of the Director a compliance plan for meeting the requirements of the M/WBE Ordinance. At a minimum, the proposed compliance plan shall comply with all requirements of the Rules and Regulations pertaining to such plans and shall be approved in writing by the Director. Upon such approval, the plan will be incorporated into this Contract by Change Order as *Exhibit H*.

.4 Without limiting the general applicability of the foregoing, the Contractor acknowledges its continuing duty, pursuant to Section 28-72 DRMC, to meet and maintain throughout the duration of this Design-Build Contract its participation and compliance commitments and to ensure that all Subcontractors subject to the Ordinance also maintain such commitments and compliance. Failure to comply with these requirements may result, at the discretion of the Director of the Division of Small Business Opportunity (“DSBO”), in the imposition of sanctions against the Contractor in accordance with Section 28-77, DRMC. Nothing contained in this Paragraph or in the referenced City ordinance shall negate the City’s right to prior approval of Subcontractors, or substitutes therefore, under this Design-Build Contract.

12.4 Compliance with Wage Rate Requirements. In performance of all Work hereunder, the Contractor agrees to comply with and be bound by all requirements and conditions of the City's Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, DRMC, including but not limited to all Design-Build Contract anniversary date wage rate adjustments, and any determinations made by the City pursuant thereto. In accordance with Section 20-76(b),

DRMC, the prevailing wage rate schedule applicable to this Design-Build Contract shall be the most current schedule available at the time the Contractor executes this Design-Build Contract and such schedule is attached hereto and incorporated herein as *Exhibit F*. For purposes of establishing a date for prevailing wage rate anniversary adjustments the contract date should be the date of the attached wage rate schedule (*Exhibit F*).

12.5 Applicability of Laws. This Design-Build Contract between the Contractor and the City shall be deemed to have been made in the City and County of Denver, State of Colorado and shall be subject to, governed by and interpreted and construed in accordance with the laws of the State of Colorado and the Charter, the Revised Municipal Code, Rules, Regulations, Executive Orders and fiscal rules of the City. As such, the Contractor shall at all times comply with the provisions of the Charter, Revised Municipal Code, Rules, Regulations, Executive Orders and fiscal rules of the City, and those of the State of Colorado and Federal Laws and Rules and Regulations, which in any manner limit, control or apply to the actions or operations of the Contractor, any Subcontractors, employees, agents or servants of the Contractor engaged in the Work or affecting the materials and equipment used in the performance of the Work, as the same may be, from time to time, promulgated, revised or amended. The Charter and Revised Municipal Code of the City, as the same may be amended from time to time, are hereby expressly incorporated into this Design-Build Contract as if fully set out herein by this reference.

12.6 Appropriation. Notwithstanding any other term, provision, or condition herein, all payment obligations under this Design-Build Contract shall be limited to the funds duly and lawfully appropriated and encumbered, or otherwise made available by the Denver City Council and paid into the Treasury of the City. As of the date of this Design-Build Contract, **TWO MILLION FOUR HUNDRED FIFTY SIX THOUSAND THREE HUNDRED FORTY FIVE and NO/100 DOLLARS (\$2,456,345.00)** have been appropriated and encumbered for this Design-Build Contract. The Manager of Public Works, upon reasonable written request, will advise the Contractor in writing of the total amount of appropriated and encumbered funds that are or remain available for payment to the Contractor. The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Contractor to exceed the amount appropriated for the Work to be performed in accordance with the Contract Documents is expressly prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional

compensable Work to be performed, which Work will cause the aggregate amount payable for such Work to exceed the amount appropriated and encumbered for the Work, unless and until such time as the Contractor has been advised in writing by the Manager of Public Works that a lawful appropriation sufficient to cover the entire cost of such additional Work has been made. It shall be the responsibility of the Contractor to verify that the amounts already appropriated for the Work are sufficient to cover the entire cost of such Work, and any Work undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of this Design-Build Contract, without the proper authorization for such Work, and at the Contractor's own risk and sole expense.

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

12.8 Assignment Strictly Prohibited. The Contractor shall not assign or otherwise transfer, in whole or in part, any of its rights, benefits, claims, obligations, duties or entitlement to monies owed or which may become due under this Design-Build Contract, except upon the prior written consent and approval of the Manager to such assignment.

12.9 Conflict of Interest. The parties agree that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and the City further agrees not to hire or contract for services with any official, officer or employee of the City or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.9 and 1.2.12.

12.10 Taxes, Charges and Penalties. Except as provided in the City's Prompt Payment ordinance, codified at DRMC Sections 20-107, 20-108 and 20-109, the City shall not be liable for the payment of any taxes, late charges, interest or penalties of any nature arising out of this Design-Build Contract.

12.11 Waiver of C.R.S. 13-20-802 et. seq. The Contractor specifically waives all the provisions of Part 8 of Article 20 of Title 13, Colorado Revised Statutes regarding defects in the Work under this Design-Build Contract.

12.12 Proprietary or Confidential Information.

12.12.1 City Information. The Contractor understands and agrees that, in performance of this Design-Build Contract, the Contractor may have access to private or confidential information that may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. The Contractor agrees that all information disclosed by the City to the Contractor shall be held in confidence and used only in performance of the Design-Build Contract. The Contractor shall exercise the same standard of care to protect such information as a reasonably prudent Contractor would to protect its own proprietary data.

12.12.2 Contractor Information. The parties understand that all the material provided or produced under this Design-Build Contract may be subject to the Colorado Open Records Act, C.R.S. 24-72-201, et seq., and that in the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material. The Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Contractor's intervention to protect and assert its claims of privilege against disclosure under this Section including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

12.13 Status of Contractor. It is understood and agreed that the status of the Contractor shall be that of an independent contractor retained on a contractual basis to perform work or services for limited periods of time, and it is not intended, nor shall it be construed, that the Contractor, or any member of its staff or any consultant, is an employee or officer of the City for any purpose whatsoever.

12.14 Rights and Remedies Not Waived. No payment or failure to act under the Design-Build Contract by the City shall constitute a waiver of any breach of covenant or default which may then exist on the part of the Contractor. No assent, expressed or implied, by either party to

any breach of the Design-Build Contract shall be held to be a waiver of any default or other breach.

12.15 Notices. Any notices, demands, or other communications required or permitted to be given by any provision of this Design-Build Contract shall be given in writing, delivered personally or sent by registered mail, postage prepaid and return receipt requested, addressed to the parties at the addresses set forth herein or at such other address as either party may hereafter or from time to time designate by written notice to the other party given in accordance herewith. Notice shall be considered received on the day on which such notice is actually received by the party to whom it is addressed, or the third (3rd) day after such notice is mailed, whichever is earlier. Unless changed in writing, such notices shall be mailed to:

If to the Contractor: TruStar Energy LLC
1 North Lexington Avenue, Suite 620
White Plains, New York 10601

If to the City: Patrick Riley
Public Works
City and County of Denver
201 W. Colfax, Dept. 506
Denver, CO 80202

With a copy to: Robert Wheeler
Assistant City Attorney
Municipal Operations
201 W. Colfax Ave. Dept. 1207
Denver, CO 80202

12.16 Survival of Certain Provisions. The parties understand and agree that all terms, conditions and covenants of this Design-Build Contract, together with the exhibits and attachments hereto, if any, any or all of which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or termination of this Design-Build Contract (by expiration of the term or otherwise), shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Contractor's obligations for the provision of insurance, for indemnity to the City and for preserving confidentiality of trade secrets and other information 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.

12.17 Contract Binding. It is agreed that this Design-Build Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and duly authorized assigns.

12.18 Paragraph Headings. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

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

12.20 Counterparts. This Design-Build Contract will be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which taken together, shall constitute one and the same instrument.

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: PWADM-201311045-00

Contractor Name: TRUSTAR ENERGY LLC

By: Adam Comora 7/16/13

Name: Adam Comora
(please print)

Title: president
(please print)

ATTEST: [if required]

By: ML

Name: MARK COMORT
(please print)

Title: CHAIRMAN OF THE BOARD
(please print)



EXHIBIT A

Project's Design Build Criteria and Scope

CCD 7013 STAGE 2 RFP ATTACHMENT 'G' REVISION #1 (2-27-2013) Per SECTION B.4 TEMPLATE

VENDOR RESPONSE TEMPLATE

Request for Proposal
No.

7013

Fleet Management CNG Vehicle Fueling Infrastructure

- THE CITY HAS PROVIDED THE FOLLOWING MS WORD TEMPLATE IN RELATION TO SECTION B.4 -IN ORDER FACILITATE VENDOR RESPONSE TO THIS SECTION;
- DO NOT CHANGE ANY OF THE CITY’S INQUIRY/QUESTION WORDING;
- PROVIDE RESPONSES AS REQUIRED FOR EACH AND EVERY INQUIRY/SUB-INQUIRY;
- USE DARK BLUE OR RED INK IN A DIFFERENT FONT THAN ‘TIMES NEW ROMAN’ FOR YOUR RESPONSE LANGUAGE;
- INDICATE CONTRACTOR NAME IN EACH PAGE FOOTER;

B.4 PROPOSING CONTRACTOR QUESTIONS/ SUBMITTAL EVALUATION CRITERIA:

Your proposal must specifically address each of the questions/inquiries/ submittal request indicated below. The quality and detail of your responses will figure significantly in the overall evaluation of your proposal.

To standardize the format of all proposals, Proposers are required to respond to all questions/ submittal requests in the order given or as directed: Three Tables:

TABLE 1: CENTRAL PLATTE COMPLEX	
Question / Inquiry Number	Inquiry/ Specification Requirement
1.	<p>CENTRAL PLATTE DESIGN NARRATIVE AND DRAWINGS-PERMANENT AND TEMPORARY CNG INFRASTRUCTURE:</p> <p>Include a narrative description of the site plan and building design concepts and philosophy. The narrative description should not exceed eight (8) pages exclusive of drawings. The design description may include plans, sections, perspectives, and other visual exhibits and graphic material, as appropriate. Describe how the proposed design evolved from its initial conception through its final form. Address how the proposed design achieves the goals and design criteria for the project, including how the overall project integrates with the context of the surrounding environs.</p>

The design description shall describe the proposed Permanent and Temporary CNG infrastructure builds at Central Platte.

- A. The narrative should describe the following from CCD RFP 7013 Attachment 'A' Pages 1 &2:
1. 1.01 B.1: Base CNG Fueling System
 2. 1.01 B.1.a: Alternate #1 Provide (17) two-hose...
 3. 1.01 B.1.b: Alternate #2 Provide (17) two-hose...
 4. 1.01 B.1.c: Alternate #3 Provide diesel-fueled genset sized to start and run the single largest compressor...
 5. 1.01 B.1.d: Alternate #4 Provide additive-alternate for natural gas-fueled generator....
 6. 1.01 B.1.e Provide 14 ft. clear height, galvanized steel canopy over Fast-Fill Dispenser Island.

The TruStar team is proposing to design and build the Central Platte CNG station using best practices for all disciplines included in the project. The compression equipment consists of two Ariel ANGI NG 300 E 250 HP compressors. As the total build out includes two additional compressors TruStar will construct two additional concrete pads, conduit stubs for electrical to compressors and additional motor starters. TruStar will include Gas stubs for future installation of additional two compressors and complete non permeable surface in compound area. The system components will include but are not limited to:

Required underground plumbing and electrical.

A single on skid regen gas dryer capable of total SCFM of 4 like compressors.

One communication system (phone line provided by City)

One to atmosphere defueling panel.

42,000 SCF of gas storage.

One Dual motor starter.

One diesel generator capable of operating two compressors.

TruStar will furnish and install a fast fill island and dual hose dispenser and card reader suitable for public sale.

34 timefill posts and hoses with Krail and Bollards per code.

System performance:

Gas Inlet 70 PSI - 117,000 SCFH.

Compressors: 2 each 578 SCFM 250 HP Ariel Compressors packaged by ANGI.

Gas production two compressors:

8.43 DGE per minute

506 DGE Per hour

3,036 DGE per 6 hour period

Fill 68 units in 6 hours at 44 DGE per unit.

	<p>B. Include a reprographic copy of each scale drawing for Lines 1-6 immediately above – Drawings, and the presentation boards referenced in item C – Boards, below, submitted with the proposal reduced to an 8½” x 11” format or 11” x 17” fold out format.</p> <p>a. Include conceptual piping & instrumentation diagram showing the permanent system, as well as connection points for any temporary equipment as appropriate:</p>
2.	<p>CENTRAL PLATTE VALUE ADDED ENGINEERING:</p> <p>The City is interested in identifying all value-engineering opportunities at Central Platte that can reduce the project cost in those areas where the design/build team believes the City has over-specified or requested improvements that are in excess of industry standards for similar facilities. For each value-engineering suggestion, include an estimate of the savings (including all design, management, general conditions, and construction costs and mark-ups) that might result to the City by revising the design criteria, identify what the alternative provision would be, discuss the impact on the design of the project, and indicate the impact on operations, if any. Acceptance of value-engineering suggestions is at the sole discretion of the City.</p> <p>Proposed value-engineering opportunities (used lines 1, 2, 3 ,... 15):</p> <p>For each Value Engineering concept indicate dollar amount here and within the Attachment 'H' Revision #1 (2-27-2013) Value Engineering Matrix. Dollar amount may be positive (being additional cost) or negative (being a reduction in cost.)</p> <p>Example W: For Base Central Platte CNG Fueling System we recommend.... < -\$15,000></p> <p>Example X: For Central Platte CNG Alternate 3 we recommend.... < - \$5,000></p>
3.	<p>CENTRAL PLATTE DEVELOPMENT SCHEDULE</p> <p>The proposal shall include a critical path schedule for completion of design and construction services, from selection by the City of the design/build team to be awarded this project through completion of construction and Final Acceptance. The schedule shall identify significant design and construction activities; their duration and completion dates; document submittal dates; City review periods for various submittals, including, but not limited to, schematic design documents, design development documents, final plans and specifications, and construction documents; regulatory agency review periods; burn-in; commissioning; move-in; and training. All dates must be indicated by calendar dates. The schedule/ Gantt Chart shall contain all significant activities and be submitted in 11” x 17” foldout format.</p> <p>The schedule should assume contract award on May 3, 2013, and site access on May 3, 2013,</p> <p>CENTRAL PLATTE CNG COMPLETION TARGET DATE: OCTOBER 31, 2013</p>



4.

CENTRAL PLATTE PERMANENT EQUIPMENT/ COMPONENT PACKAGE

For Equipment package for **Permanent** system, include a list of the following key components (in groupings 1-7 below) using the lines a, b, c ...

For each component listed next to each lower case letter indicate at a minimum: Manufacturer, Model #, Primary Operational Parameters, Warranty, also include manufacturers' literature with your submittal.

For example:

- a. Compressor
 - i. Manufacturer: Acme™,
 - ii. Model: ABC123,
 - iii. Primary Operational Parameters: 480 SCFM, Discharge 4500 PSIG,
 - iv. Warranty: Parts and Labor- 36 Months,
 - v. Brochure/Technical Sheet attached: YES

1. Compressor skid system components

a. TruStar recommends ANGI enclosure rather than “metal building” for heating and foremost safety.

- i. Manufacturer: Ariel JGQ
- ii. Model: ANGI NG 300 E
- iii. Primary Operational Parameters: Suction 70 PSI Inlet 250 HP 975 SCFM discharge pressure 4500
 - 1. The skid is enclosed by a powder-coated and insulated sheet metal enclosure system with wide access doors and removable panels.
 - 2. Maximum emitted noise from the skid: 80 dBa @ 10' (typical for enclosed skids)
 - 3. Enclosure Color: White
 - 4. EXP Enclosure light
 - 5. Second skid mounted ESD
 - 6. Forced-air area heater
 - 7. Flame Detector
 - 8. Catalytic-type area heater
 - 9. Piping 2" diameter and smaller is of “socket-weld” construction
 - 10. Piping larger than 2" diameter shall be of butt weld construction with a minimum of 10% x-ray
 - 11. Piping construction methods shall conform to ANSI B31.3
 - 12. Flanged piping joints shall use spiral-wound, metallic gaskets
 - 13. Tubing shall be of seamless ASTM-316 type of adequate pressure rating
 - 14. Tube fittings 1/2" or smaller shall be Hoke® brand or Swagelok® brand
 - 15. Tube fittings 1/2" or Larger shall be Parker "Seal-lok" fittings with face seal o-rings
 - 16. All carbon steel surfaces shall be adequately prepped and painted using an industrial epoxy paint
 - 17. All components shall be suitably braced. Piping clamps shall be robust, "Stauf-type" clamps
 - 18. All P & ID components shall be identified with a device label affixed to the device
- iv. Warranty: 12 Months
- v. Brochure/Technical Sheet attached: YES

- b.
 - i. Manufacturer:
 - ii. Model:
 - iii. Primary Operational Parameters:
 - iv. Warranty:
 - v. Brochure/Technical Sheet attached: YES NO
- c.
 - i. Manufacturer:
 - ii. Model:
 - iii. Primary Operational Parameters:
 - iv. Warranty:
 - v. Brochure/Technical Sheet attached: YES NO

Add component lines as needed...

2. Motor-starter and electrical-distribution package

- 3. Manufacturer: **WEG or Baldor Motor Starter**
- 4. Model: **N/A**
- 5. Primary Operational Parameters: **Operating Speed – 1785 rpm**
- 6. Warranty: **12 Months**
- 7. Brochure/Technical Sheet attached: **YES**

- a.
 - i. Manufacturer:
 - ii. Model:
 - iii. Primary Operational Parameters:
 - iv. Warranty:
 - v. Brochure/Technical Sheet attached: YES NO

- b.
 - i. Manufacturer:
 - ii. Model:
 - iii. Primary Operational Parameters:
 - iv. Warranty:
 - v. Brochure/Technical Sheet attached: YES NO

Add component lines as needed...

8. PLC-control system

- i. Manufacturer: **Horner**
- ii. Model: **RX371**
- iii. Primary Operational Parameters: **Programmable Logic Controller 1 per Compressor**
- iv. Warranty: **12 Months**
- v. Brochure/Technical Sheet attached: **YES**
- vi. Manufacturer: **Horner**
- vii. Model: **XLE**
- viii. Primary Operational Parameters: **Programmable Logic Controller Time Fill valve Panel**
- ix. Warranty: **12 Months**

x. Brochure/Technical Sheet attached: **YES**

Add component lines as needed...

9. Gas dryer

a.

- i. Manufacturer: **PSB or equal**
- ii. Model: **NG SV- 10-3 - External Regen or Equal**
- iii. Primary Operational Parameters: **70 PSI Inlet and 1950 SCFM**
- iv. Warranty: **12 Months**
- v. Brochure/Technical Sheet attached: **YES**

b.

- i. Manufacturer:
- ii. Model:
- iii. Primary Operational Parameters:
- iv. Warranty:
- v. Brochure/Technical Sheet attached: YES NO

Add component lines as needed...

10. Time-fill valve panel

a.

- i. Manufacturer: **ANGI**
- ii. Model: **1" Priority Valve / ESD Panel**
- iii. Primary Operational Parameters: **Please see attached specs**
- iv. Warranty: 12 Months
- v. Brochure/Technical Sheet attached: **NO**

b.

- i. Manufacturer:
- ii. Model:
- iii. Primary Operational Parameters:
- iv. Warranty:
- v. Brochure/Technical Sheet attached: YES NO

Add component lines as needed...

11. Dispenser-post assemblies

- a.
 - i. Manufacturer: **Parker**
 - ii. Model: **3 x 3 dual post safety clad in safety yellow. . In addition, all Emergency posts are painted red and clad with the appropriate signage to indicate the presence of an Emergency Shut Down device.**
 - i. Primary Operational Parameters: **Hose time fill posts complete with two 25' long hose with K-rail mount. Prepped, painted "Safety Yellow. Hoses include OPW 3,600 psi nozzles and OPW inline high-pressure breakaways. Heavy duty retractor with custom hose Clamp 3/8-16 grounding stud welded on with double cad plated nuts.**
 - ii. Warranty: **12 Months**
 - iii. Brochure/Technical Sheet attached: **NO**
 - i. Manufacturer:
 - ii. Model:
 - iii. Primary Operational Parameters:
 - iv. Warranty:
 - v. Brochure/Technical Sheet attached: YES NO
- b.
 - i. Manufacturer:
 - ii. Model:
 - iii. Primary Operational Parameters:
 - iv. Warranty:
 - v. Brochure/Technical Sheet attached: YES NO
- c.
 - i. Manufacturer:
 - ii. Model:
 - iii. Primary Operational Parameters:
 - iv. Warranty:
 - v. Brochure/Technical Sheet attached: YES NO

Add component lines as needed...

12. Miscellaneous

- a.
 - i. Manufacturer:
 - ii. Model:
 - iii. Primary Operational Parameters:
 - iv. Warranty:
 - v. Brochure/Technical Sheet attached: YES NO
- b.
 - i. Manufacturer:
 - ii. Model:
 - iii. Primary Operational Parameters:
 - iv. Warranty:
 - v. Brochure/Technical Sheet attached: YES NO
- c.
 - i. Manufacturer:
 - ii. Model:
 - iii. Primary Operational Parameters:
 - iv. Warranty:
 - v. Brochure/Technical Sheet attached: YES NO

Add component lines as needed...

Include all manufacturer literature in relation to this Question / Inquiry Number 4

immediately following this page in binder; for each piece of literature indicate which secondary grouping number (1-7) and letter/item it is related to.

5.

CENTRAL PLATTE DIVISION-2 HOT PLUG COMPONENTS

Provide a listing of main electrical components for providing division-2 hot-plug wiring along time-fill area using the lines a, b, c ... below.

For each component listed next to each lower case letter indicate at a minimum: Manufacturer, Model #, Primary Operational Parameters, Warranty also include manufacturers' literature with your submittal.

For example:

- a. Harness
 - vi. Manufacturer: Acme™,
 - vii. Model: ABC123,
 - viii. Primary Operational Parameters: 480 SCFM, Discharge 4500 PSIG,
 - ix. Warranty: Parts and Labor- 36 Months,
 - x. Brochure/Technical Sheet attached: YES

- a.
 - i. Manufacturer: **Meltric**
 - ii. Model: **DXN**
 - iii. Primary Operational Parameters: **Div 1 Class 2 quad outlets.**
 - iv. Warranty: **12 Months**
 - v. Brochure/Technical Sheet attached: **YES**
 - i. Manufacturer:
 - ii. Model:
 - iii. Primary Operational Parameters:
 - iv. Warranty:
 - v. Brochure/Technical Sheet attached: YES NO
- b.
 - i. Manufacturer:
 - ii. Model:
 - iii. Primary Operational Parameters:
 - iv. Warranty:
 - v. Brochure/Technical Sheet attached: YES NO
- c.
 - i. Manufacturer:
 - ii. Model:
 - iii. Primary Operational Parameters:
 - iv. Warranty:
 - v. Brochure/Technical Sheet attached: YES NO

Add component lines as needed...

Include all manufacturer literature in relation to this Question / Inquiry Number 5 immediately following this page in binder; for each piece of literature indicate which letter/item it is related to.

6.

CENTRAL PLATTE COLD WEATHER MEASURES

Listing of specific cold-weather measures and appurtenances that will be included, as needed to comply with the -5°F operating environment for the entire system

- a. The ANGI "cold weather package" includes the crankcase heater and should be able to operate down to approx. -10-15 DeF. This is the standard offering, and what we have included in our pricing.
- b.
- c.
- d.

Add lines as needed...

1.	
2.	
3.	

4.

5.	
----	--

6.

7.	
8.	

TABLE 3: GENERAL SUBMITTAL

Question / Submittal Number	Inquiry/ Specification Requirement
1.	<p>GENERAL SUBMITTAL SCOPE OF WORK/ DELIVERABLES AFFIRMATION The CCD 7013 STAGE 2 RFP ATTACHMENT 'A', enumerates the minimum material, quality, workmanship, and other standards that will be acceptable in the design and construction of the project.</p> <p>Include a statement that the completed project will meet these criteria within the stipulated budget. Describe how the proposed project complies with these design criteria. The description may include both narrative and graphic material to clearly convey how the proposed project complies the building, site, and urban design and planning criteria.</p> <p style="color: red;">All drawings and plans are PE stamped. All equipment is rated as required and meets or exceeds all industry standards. Compressor enclosures are constructed by ANGI Energy a leader in this industry. TruStar will work in compliance with industry standards, IFC, NEC NFPA 52, CFC, CBC and all other applicable codes to the latest edition. All construction will be performed as permitted in compliance with International, Federal, State and/or local authorities. TruStar will complete the projects within the proposed dollar amount notwithstanding any change orders proposed by the City and County of Denver.</p> <p>Include in your narrative description references to the Attachment 'A's specific sections, subsections, bullets, where the proposed design exceeds the minimum criteria set forth therein. An outline specification is not required.</p> <p style="color: red;">All project point meets the specified criteria with the exception of a 4 compressor system at full build out at the Central Platt.</p> <p>If exception is taken to any of the enumerated minimum performance criteria, any such exception must be clearly noted along with a detailed justification for such exception. Specific alternatives must also be proposed along with an itemization of the corresponding benefits to the overall project.</p> <p style="color: red;">None Taken</p>
2.	<p>GENERAL SUBMITTAL EQUIPMENT SERVICE AND TRAINING CONSIDERATIONS:</p> <ol style="list-style-type: none"> 1. What type of technical service and support will you and/or your equipment manufacturers provide to City technicians to assist with troubleshooting provided equipment? <ol style="list-style-type: none"> a. At what cost to the City?

No Cost to the city. TruStar will onsite train on all phases of equipment for two weeks after the completion of the project.

2. What educational seminars and/or training will you and/or your equipment manufacturers provide the City's equipment technicians in regards to proposed equipment-routine maintenance, adjustment and etcetera?

a. At what cost to the City?

TruStar offers a week long training class at ANGI Energy in Janesville, WI at no cost to the City. The City would be responsible for room and board for the week.

3.

GENERAL SUBMITTAL EQUIPMENT PARTS AND SERVICE MANUFACTURER/ DISTRIBUTOR NETWORK

{Local-Denver Metro Area or closest to- Authorized Manufacturer Representatives preferred}

In correlation to your proposed response to Tables 1 and 2 above:

Indicate each of your proposed manufacturers using the lines a, b, c ... below the indicate the closest distributor(s) who can meet the requirements indicated in the Sub-Table I below

Note: More than one (1) distributor may be listed for each manufacturer.

Sub-Table I

The manufacturer distributors indicated below shall be relevant, meaning they can supply at a minimum for the equipment **specifically** proposed herein;

- 1) Replacement parts and components;
- 2) Larger/ complex sub-assemblies;
- 3) Include a Service Department that can provide:
 - o In house Repair and Rebuild capabilities;
 - o Field Service Capabilities;

1. Manufacturer Proposed: **ANGI Energy**

- i. Distributor Company Name: **TruStar Energy LLC**
- ii. Address: **7970 Cherry Ave Suite 301**
- iii. Phone: **909 793 3700**
- iv. Distributor complies with requirements set forth in Sub-Table 1 above; Circle One **Yes** No: If No- Explain:
- v. Indicate any offered Parts and Components discounts or alternative competitive pricing structures as applicable: **TruStar offers price competitive parts distribution.**
- vi. Indicate service rates (in house and field) as applicable: **\$125.00 per hour. 2 hour minimum plus travel phone support is complimentary.**

2. Manufacturer Proposed:

- i. Distributor Company Name:
- ii. Address:
- iii. Phone:
- iv. Distributor complies with requirements set forth in Sub-Table 1 above; Circle One **Yes** No: If No- Explain:
- v. Indicate any offered Parts and Components discounts or alternative competitive pricing structures as applicable
- vi. Indicate service rates (in house and field) as applicable:

3. Manufacturer Proposed:

- i. Distributor Company Name:
- ii. Address:
- iii. Phone:
- iv. Distributor complies with requirements set forth in Sub-Table 1 above;
Circle One Yes No: If No- Explain:
- v. Indicate any offered Parts and Components discounts or alternative competitive pricing structures as applicable:
- vi. Indicate service rates (in house and field) as applicable:

Add lines as needed...

4.

GENERAL SUBMITTAL WARRANTY CONSIDERATIONS/ AFFIRMATION

Per Section 1.11 Warranty of CCD_RFP_7013 ATTACHMENT 'A'

Affirm and/or indicate any exceptions to the following:

- 1. General Warranty: The Design-Builder shall warrant that the equipment specified herein be free from defects in design, installation, workmanship and construction for a period of one year commencing with the final acceptance of the equipment package by the Owner as being complete, which may have a different date for each facility. The Design-Builder shall also warrant that all components, systems and materials specified herein shall be free from defects in design and manufacture for a period of one year, commencing with the substantial completion of the Facility by the Owner as being complete. Design-Builder shall pay all costs for parts, labor and travel as required to satisfy warranty claims.

a. Affirmed (Circle one): **YES**

i. If NO: Provide Description/ Explanation:

- 2. Original Component Warranties: All manufacturers' original standard specifications and warranties for material, components and assemblies shall be forwarded to the Owner. These are in addition to the comprehensive Facility warranty that is the responsibility of the Design-Builder. Design-Builder shall design the system, and complete all work in such manner so as to not invalidate any applicable Original Component Warranties.

a. Affirmed (Circle one): **YES**

i. If NO: Provide Description/ Explanation:

3. Warranty Enforcement: In case warranty is invoked, Design-Builder shall ensure that the appropriate installer, supplier, and/or manufacturer, i.e. component manufacturers and/or sub-vendors and suppliers(s), shall respond with suitable repair within 48 hours of notification.

a. Affirmed (Circle one): **YES**

i. If NO: Provide Description/ Explanation:

4. Warranty Exceedance: Contractor is to include a description where their General Warranty and/or Equipment manufacturers warranties exceed the City's requirements in either duration and/or coverage(s): **12 months included in proposal extended warranties can be purchased.**

5.

GENERAL SUBMITTAL ENVIRONMENTAL CONSIDERATIONS

1. The City encourages contractors to demonstrate a commitment to environmental sustainability and public health protection practices applicable to its line of products and/or services being procured-See Section A.16 herein-

a. Indicate and describe if your planned construction (a Central Platte and/or Roslyn Complex) includes environmentally beneficial materials and/or methodology(s).

i. This may include but is not limited to:

1. TruStar will recycle any products possible in the wrapping, boxing or crating of items used in the construction process.
2. TruStar Energy will seek to use the most environmentally sound equipment that is consistent with the best practices process we use to build our stations on time and on budget.

b. Have your proposed manufacturers implemented environmentally conscious programs/ goals into their daily operations and/or the generation of goods/ materials that will be used on this project? Please explain.

i. This may include but is not limited to:

1. TruStar Energy will seek to use the most environmentally sound equipment that is consistent with the best practices process we use to build our stations on time and on budget.
2. The parent company of TruStar Energy is Fortistar. For over 20 years, the Fortistar Methane Group has been successfully operating methane to energy projects across the country. We have created a platform which owns over 50 landfill and digester gas to energy projects located in 15 states serving 40 communities across the United States.

Since the creation of the group, we have expanded our output by over 25% to just over 230 Megawatts. Additional acquisitions, expansion development at existing sites, and developing new projects are all part of our growth plans in 2008 and beyond. We are also exploring other sources of methane to utilize as a fuel source.

	<p>c. Has your organization implemented internal environmentally conscious programs/goals into its daily operation? Please explain.</p> <p>i. This may include but is not limited to:</p>
<p>6.</p>	<p>CLOSING STATEMENT</p> <p>Why should the City select your company for this project? Indicate any additional information that the City should consider when considering your proposal:</p> <p>TruStar Energy has the reputation of being ahead of time on our installations. Our references are very linear because most of them are referrals. We have an unmatched understanding of the refuse industry with a combined experience level of 44 years between our ownership and our sales team 3 people. We do not cut corners in any way safety is the most important item in any CNG project and we are very proud that we have zero injuries in more than 3 years. Our director of construction has been building stations for over ten years. TruStar has another advantage unique unto itself we do all our own design and drafting. We do not use an outside agency; therefore we are in control of all phases of the job. Safety is the most important factor in our work. Our reference list consists of mostly refuse companies and we have completed over 34 projects to date since 2010. This is important as we understand the importance of the trucks running every day. We use Ariel compressors as they are the most widely used and reliable compressors worldwide in all sizes in the gas and oil industry.</p> <p>We have one agenda, to serve the return to base fleets. We are currently building for the largest refuse company in the U.S. this along with other segments of the return to base fleets gives us a focused construction group that is consistent with this project. This group has a close and very favorable relationship with our vendors that allow us to use the latest technologies and techniques when building CNG stations for our customers. We enjoy a network of TruStar Employees that perform our service and training work. This group is highly trained and reports to our director not subcontractors that work on different projects related to the gas industry.</p>

To:		QUOTE #	
Attn:		Date:	
Job Name:	Kohler 600REOZVB Standby Generator System		

Thank you for the opportunity to provide our quotation for the following Kohler Power System:

QTY	Equipment Per Kohler Quote	
1	<p>Kohler Model 600REOZVB, Outdoor Diesel Fueled Generator, UL2200 Listed, Rated Emergency Stationary - Standby, 600kW / 750kVA at 0.8 pf, 277/480V, 3ph-4w, 60Hz @ 1800 RPM <u>INCLUDES the following Kohler installed items:</u> Kohler Alternator # 5M4032 Unit Mounted Radiator Sound Enclosure, with Installed Internal Critical Silencer & Controller Dec550, 24V 24 hour UL sub-base fuel tank Inner tank leak alarm Flexible Fuel Lines Battery 12V (2 each) provided & installed at time of startup Battery Charger 24V-10A Block Heater, 480V, 4000W NFPA 110 Pre-Alarm Senders Run Relay Failure Relay Generator output circuit breaker 1000A, 80% Rated One Year Factory Warranty</p>	Estimated Lead time per the factory as of 12-13 weeks
1	<p>ASCO Model G386 A3 2000 Manual Transfer Switch Non-Service Rated Manual Transition 480V, 60Hz 2000 Amps 3-pole, 4-wire, switched neutral NEMA 3R Enclosure Non-GFIC Standard Line, Line, Load Power Connections 1 Year Factory Comprehensive Warranty per ASCO terms and conditions</p>	

Model: **600REOZVB**

KOHLER POWER SYSTEMS

208-600 V

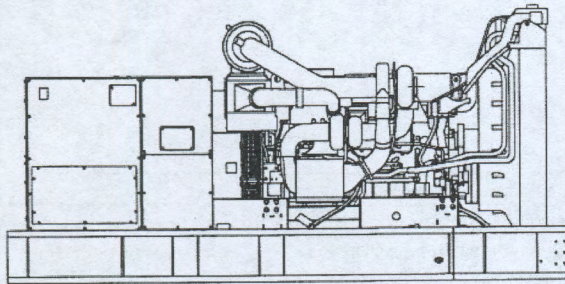
Diesel



Tier 2 EPA-Certified for Stationary Emergency Applications

Ratings Range

		60 Hz
Standby:	kW	565-600
	kVA	706-750
Prime:	kW	525-555
	kVA	656-694



Standard Features

- Kohler Co. provides one-source responsibility for the generating system and accessories.
- The generator set and its components are prototype-tested, factory-built, and production-tested.
- The 60 Hz generator set offers a UL 2200 listing.
- The generator set accepts rated load in one step.
- The 60 Hz generator set meets NFPA 110, Level 1, when equipped with the necessary accessories and installed per NFPA standards.
- A standard one-year limited warranty covers all systems and components. Two-, five-, and ten-year extended warranties are also available.
- Alternator features:
 - The pilot-excited, permanent magnet (PM) alternator provides superior short-circuit capability.
 - The brushless, rotating-field alternator has broadrange reconnectability.
- Other features:
 - Kohler designed controllers for guaranteed system integration and remote communication. See Controllers on page 3.
 - The low coolant level shutdown prevents overheating (standard on radiator models only).
 - Integral vibration isolation eliminates the need for under-unit vibration spring isolators.
 - An electronic, isochronous governor delivers precise frequency regulation.
 - Multiple circuit breaker configurations.

Generator Set Ratings

Alternator	Voltage	Ph	Hz	150°C Rise Standby Rating		130°C Rise Standby Rating		125°C Rise Prime Rating		105°C Rise Prime Rating	
				kW/kVA	Amps	kW/kVA	Amps	kW/kVA	Amps	kW/kVA	Amps
5M4030	120/208	3	60	600/750	2082	565/706	1960	550/688	1908	525/656	1822
	127/220	3	60	600/750	1968	590/738	1935	550/688	1804	545/681	1788
	139/240	3	60	600/750	1804	600/750	1804	550/688	1654	550/688	1654
	240/416	3	60	600/750	1041	565/706	980	550/688	954	525/656	911
	277/480	3	60	600/750	902	600/750	902	550/688	827	550/688	827
→ 5M4032	120/208	3	60	600/750	2082	600/750	2082	555/694	1926	555/694	1926
	127/220	3	60	600/750	1968	600/750	1968	555/694	1821	555/694	1821
	139/240	3	60	600/750	1804	600/750	1804	555/694	1669	555/694	1669
	→ 240/416	3	60	600/750	1041	600/750	1041	555/694	963	555/694	963
	→ 277/480	3	60	600/750	902	600/750	902	555/694	834	555/694	834
5M4164	220/380	3	60	600/750	1140	600/750	1140	550/688	1045	550/688	1045
5M4272	347/600	3	60	600/750	722	600/750	722	550/688	662	550/688	662
5M4276	347/600	3	60	600/750	722	600/750	722	555/694	668	555/694	668

RATINGS: All three-phase units are rated at 0.8 power factor. **Standby Ratings:** The standby rating is applicable to varying loads for the duration of a power outage. There is no overload capability for this rating. **Prime Power Ratings:** At varying load, the number of generator set operating hours is unlimited. A 10% overload capacity is available for one hour in twelve. Ratings are in accordance with ISO-8528-1 and ISO-3046-1. For limited running time and continuous ratings, consult the factory. Obtain technical information bulletin (TIB-101) for ratings guidelines, complete ratings definitions, and site condition derates. The generator set manufacturer reserves the right to change the design or specifications without notice and without any obligation or liability whatsoever.

Application Data

Cooling

Radiator System

Ambient temperature, °C (°F) *	50 (122)
Engine jacket water capacity, L (gal.)	33 (8.7)
Radiator system capacity, including engine, L (gal.)	62 (16.4)
Engine jacket water flow, Lpm (gpm)	360 (95.4)
Charge cooler water flow, Lpm (gpm)	96 (25.2)
Heat rejected to cooling water at rated kW, dry exhaust, kW (Btu/min.)	270 (15355)
Heat rejected to charge cooler water at rated kW, dry exhaust, kW (Btu/min.)	135 (7677)
Water pump type	Centrifugal
Fan diameter, including blades, mm (in.)	965 (38.0)
Fan, kWm (HP)	30 (41)
Max. restriction of cooling air, intake and discharge side of radiator, kPa (in. H ₂ O)	0.125 (0.5)

* Weather and sound enclosures with internal silencer and weather housing with external silencer reduce ambient temperature capability by 5°C (9°F).

Operation Requirements

Air Requirements

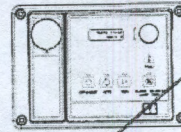
Radiator-cooled cooling air, m ³ /min. (scfm) †	725 (25600)
Combustion air, m ³ /min. (cfm)	55 (1937)
Heat rejected to ambient air:	
Engine, kW (Btu/min.)	33 (1877)
Alternator, kW (Btu/min.)	45 (2560)

† Air density = 1.20 kg/m³ (0.075 lbm/ft³)

Fuel Consumption

Diesel, Lph (gph) at % load	Standby Rating
100%	154.6 (40.8)
75%	112.5 (29.7)
50%	75.8 (20.0)
25%	41.7 (11.0)
Diesel, Lph (gph) at % load	Prime Rating
100%	139.0 (36.7)
75%	101.7 (26.9)
50%	69.2 (18.3)
25%	38.5 (10.2)

Controllers



Decision-Maker® 3000 Controller

Provides advanced control, system monitoring, and system diagnostics for optimum performance and compatibility.

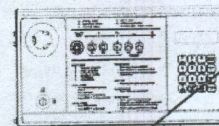
- Digital display and menu control provide easy local data access
 - Measurements are selectable in metric or English units
 - Remote communication thru a PC via network or serial configuration
 - Controller supports Modbus® protocol
 - Integrated hybrid voltage regulator with ±0.5% regulation
 - Built-in alternator thermal overload protection
 - NFPA 110 Level 1 capability
- Refer to G6-100 for additional controller features and accessories.



Decision-Maker® 550 Controller

Provides advanced control, system monitoring, and system diagnostics with remote monitoring capabilities.

- Digital display and keypad provide easy local data access
 - Measurements are selectable in metric or English units
 - Remote communication thru a PC via network or modem configuration
 - Controller supports Modbus® protocol
 - Integrated voltage regulator with ±0.25% regulation
 - Built-in alternator thermal overload protection
 - NFPA 110 Level 1 capability
- Refer to G6-46 for additional controller features and accessories.



Decision-Maker® 6000 Paralleling Controller

Provides advanced control, system monitoring, and system diagnostics with remote monitoring capabilities for paralleling multiple generator sets.

- Paralleling capability with first-on logic, synchronizer, kW and kVAR load sharing, and protective relays
 - Digital display and keypad provide easy local data access
 - Measurements are selectable in metric or English units
 - Remote communication thru a PC via network or modem configuration
 - Controller supports Modbus® protocol
 - Integrated voltage regulator with ±0.25% regulation
 - Built-in alternator thermal overload protection
 - NFPA 110 Level 1 capability
- Refer to G6-107 for additional controller features and accessories.

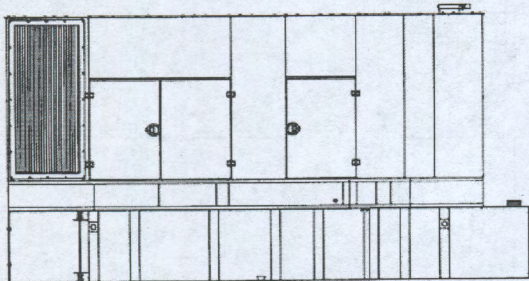
Industrial Generator Set Accessories

KOHLER POWER SYSTEMS

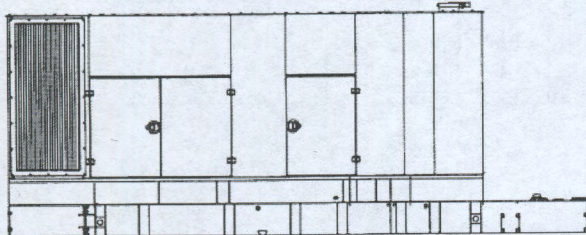
Weather/Sound Enclosure and Subbase Fuel Tank Package

9001
KOHLER
POWER SYSTEMS
NATIONALLY REGISTERED

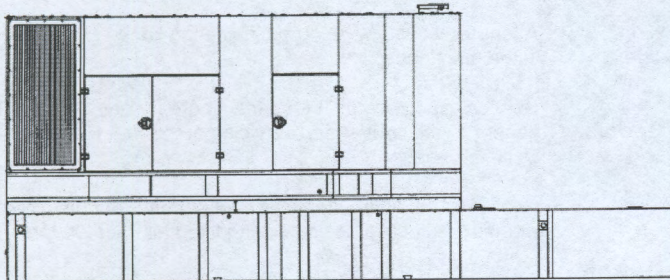
Applicable to the following:
500REOZVC
550/600REOZVB



Enclosure with Standard Tank (12-48 Hour)



Enclosure with State Tank (12-48 Hour)



Enclosure with State Tank (72 Hour)

Weather Enclosure Features

- Internal-mounted critical silencer, flexible exhaust connector, and rain cap.
- Skid mounted, steel or aluminum construction with hinged and removable doors.
- Fade-, scratch-, and corrosion-resistant Kohler® cream beige powder-baked finish.
- Lockable, flush-mounted door latches.
- Air inlet louvers reduce rain and snow entry.
- High wind bracing, 241 kph (150 mph).

→ Sound Enclosure Features

- Includes all of the weather enclosure features with the addition of acoustic insulation material.
- Skid-mounted, steel or aluminum construction with hinged and removable doors. Aluminum enclosures recommended for high humidity and/or high salt/coastal regions.
- Vertical air outlet with 90 degree angles to redirect air and reduce noise.
- Acoustic insulation that meets UL 94 HF1 flammability classification.
- Uses acoustic insulation on enclosure structure.

Subbase Fuel Tank Features

- The above-ground rectangular secondary containment tank mounts directly to the generator set, below the generator set skid (subbase).
- Both the inner and outer tanks have emergency relief vents.
- Flexible fuel lines are provided with subbase fuel tank selection.
- The secondary containment tank's construction protects against fuel leaks or ruptures. The inner (primary) tank is sealed inside the outer (secondary) tank. The outer tank contains the fuel if the inner tank leaks or ruptures.

Available Approvals and Listings

- UL 2200 Listing
- CSA Approval
- IBC Seismic Certification
- California OSHPD Approval
- cUL Listing (fuel tanks only)

KOHLER CO., Kohler, Wisconsin 53044 USA
 Phone 920-457-4441, Fax 920-459-1646
 For the nearest sales and service outlet in the
 US and Canada, phone 1-800-544-2444
 KohlerPower.com

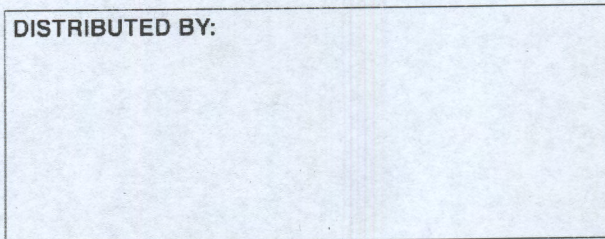
Kohler Power Systems
 Asia Pacific Headquarters
 7 Jurong Pier Road
 Singapore 619159
 Phone (65) 6264-6422, Fax (65) 6264-6455

Enclosure and Subbase Fuel Tank Specifications

Fuel Tank Capacity, L (gal.)	Est. Fuel Supply Hours at 60 Hz with Full Load	Sound Enclosure and Subbase Fuel Tank					Fuel Tank Height, mm (in.)	Sound Pressure at 7 m (23 ft.), dB(A)	
		Dimensions, mm (in.)			Max. Weight, kg (lb.) †				
		Length	Max. Width	Height	With Steel Enclosure	With Aluminum Enclosure			
500REOVZC and 550REOVZB *									
2049 (541)	12	6045 (238)	1883 (74)	2979 (117)	7327 (16153)	6703 (14478)	406 (16)	75	
3910 (1033)	24			3309 (130)	7676 (16922)	7052 (15547)	737 (29)		
5730 (1513)	36			6629 (261)	3487 (137)	8084 (17823)	7460 (16448)		914 (36)
7645 (2019)	48			8026 (316)	8548 (18846)	7924 (17471)			
500REOVZC and 550REOVZB with State Code Fuel Tank *									
2039 (538)	12	6858 (270)	1883 (74)	2953 (116)	7474 (16478)	6850 (15103)	381 (15)	75	
3930 (1038)	24			3233 (127)	7776 (17143)	7152 (15768)	660 (26)		
5757 (1520)	36			8060 (17770)	7436 (16395)	914 (36)			
7658 (2023)	48			8458 (333)	3487 (137)	8563 (18878)	7939 (17503)		
11554 (3052)	72	8890 (350)	2173 (86)	10088 (22240)	9464 (20865)				
600REOVZB *									
2049 (541)	12	6045 (238)	1883 (74)	2979 (117)	7712 (17003)	7088 (15628)	406 (16)	75	
3910 (1033)	24			3309 (130)	8061 (17772)	7437 (16397)	737 (29)		
5730 (1513)	36			6629 (261)	3487 (137)	8469 (18673)	7845 (17298)		914 (36)
7645 (2019)	48			8026 (316)	8933 (19696)	8309 (18321)			
600REOVZB with State Code Fuel Tank *									
2039 (538)	12	6858 (270)	1883 (74)	2953 (116)	7859 (17328)	7235 (15953)	381 (15)	75	
3930 (1038)	24			3233 (127)	8161 (17993)	7537 (16618)	660 (26)		
5757 (1520)	36			8445 (18620)	7821 (17245)	914 (36)			
7658 (2023)	48			8458 (333)	3487 (137)	8948 (19728)	8324 (18353)		
11554 (3052)	72	8890 (350)	2173 (86)	10473 (23090)	9849 (21715)				

* Data in table is for reference only. Refer to your authorized Kohler distributor for enclosure and subbase fuel tank specification details.
 † Max. weight includes the generator set (wet), enclosure, silencer, and tank (no fuel).

DISTRIBUTED BY:



Availability is subject to change without notice. Kohler Co. reserves the right to change the design or specifications without notice and without any obligation or liability whatsoever. Contact your local Kohler® generator set distributor for availability.

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EXHIBIT B

Negotiated Fixed Contract Price

CCD 7013 STAGE 2 RFP ATTACHMENT 'H':PRICE MATRIX Project Budget 1.9 Million Dollars (\$1,900,000)			
Proposer:	TruStar Energy LLC		
CENTRAL PLATTE CAMPUS			
1			
Design and Build Cost			
	Base Bid Per Attachment A Page 1: Base CNG Fueling System. Provide a CNG system with an online-compressor capacity of 1690 SCFM, including...	Alternate # 3 Per Attachment A Page 1: Provide diesel-fueled genset sized to start and run the single largest compressor, as well as provide power for all other CNG-system loads except gas-dryer operation...	
Design Cost	\$ 33,075.00	\$ -	
Build Cost	\$ 2,612,043.00	\$ 202,310.00	
Sub-Total Auto Summed	\$ 2,645,118.00	\$ 202,310.00	
Value Engineering Enter Negative Value Only as applicable per column			
Value Engineering Item # 1 as Proposed and Described in Section B.4 Table 1 #2 Submittal:	\$ -		
Value Engineering Item # 2 as Proposed and Described in Section B.4 Table 1 #2 Submittal:	\$ (450,871.00)		
Value Engineering Item # 3 as Proposed and Described in Section B.4 Table 1 #2 Submittal:	\$ -		
Sub-Total Auto Summed	\$ (450,871.00)		
NET Auto Calculated Design + Build - Value Engineering (as applicable)	\$ 2,194,247.00		
ADDITIONAL ASSOCIATED COSTS			
General Conditions (Attach Detailed Itemization)	\$ 53,038.00		
Preconstruction Management	\$ -		
Design and Consulting Services (Attach Detailed Itemization)	\$ 6,750.00		
Design/Builder Fee	\$ -		
Design/Build Contingency	\$ -		
Sub-Total Auto Summed	\$ 59,788.00		
REIMBURSABLE COSTS			
Bonds	\$ -		
Insurance	\$ -		
Permits, Plan Review, Utility Fees	\$ -		
Special Inspections (by Contractor)	\$ -		
Other (Attach Detailed Itemization)	\$ -		
Sub-Total Auto Summed	\$ -		
	Base Bid Per Attachment A Page 1: Base CNG Fueling System. Provide a CNG system with an online-compressor capacity of 1690 SCFM, including...	Alternate # 3 Per Attachment A Page 1: Provide diesel-fueled genset sized to start and run the single largest compressor, as well as provide power for all other CNG-system loads except gas-dryer operation...	
GRAND TOTALS PER COLUMN {Design+Build+Additional Associated Costs+ Reimbursable Costs} WITH Value Engineering Applied	\$ 2,254,035.00	\$ 202,310.00	
Project Total Value {Base Bid+Alternate 3+VE #2}	\$ 2,456,345.00		

EXHIBIT C

General Contract Conditions
(Incorporated by Reference to the Attached Index)

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

General Contract Conditions

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EXHIBIT D

Technical Specification

Incorporated herein by reference upon City acceptance

EXHIBIT E

Contract Drawings
100% Construction Documents
Incorporated herein by reference upon City acceptance

EXHIBIT F

Prevailing Wage Rate Schedule



DENVER
THE MILE HIGH CITY

Office of Human Resources
Denver's Human Resource Agency

201 W. Colfax, Department 412
Denver, CO 80202
p: 720.913.5751
f: 720.913.5720
www.denvergov.org/csa

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Seth Duhon-Thornton, Staff Human Resource Professional
DATE: Friday May 3, 2013
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday May 3, 2013** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO130012
Superseded General Decision No. CO20120012
Modification No. 04
Publication Date: 04/26/2013
(8 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.

For questions please call (720) 913-5018

Attachments as listed above.

General Decision Number: CO130012 04/26/2013 CO12

Superseded General Decision Number: CO20120012

State: Colorado

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/04/2013
1	03/08/2013
2	04/05/2013
3	04/19/2013
4	04/26/2013

ASBE0028-001 10/01/2012

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 28.98	13.03

BRCO0007-004 01/01/2011

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

	Rates	Fringes
BRICKLAYER.....	\$ 22.13	9.89

BRCO0007-006 06/01/2011

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 21.97	9.88

ELEC0012-004 09/01/2012

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN Electrical work where the cost is \$150,000 or less....	\$ 24.50	11.84
Electrical work where the cost is over \$150,000.....	\$ 27.00	11.91

ELEC0068-001 12/01/2012

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

	Rates	Fringes
ELECTRICIAN.....	\$ 32.10	12.53

ELEC0111-001 09/01/2012

	Rates	Fringes
Line Construction:		
Cable Splicer.....	\$ 28.65	13.75%+4.75
Equipment Operator-		
Underground.....	\$ 25.06	12.75%+4.75
Groundman.....	\$ 22.31	9.78
Line Equipment Operator.....	\$ 27.24	10.80
Lineman and Welder.....	\$ 39.03	14.42

ELEC0113-002 06/01/2012

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 29.05	14.47

ELEC0969-002 06/01/2010

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 20.75	5.66

ENGI0009-001 06/25/2012

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 24.57	8.62
Blade: Rough.....	\$ 24.27	8.62
Bulldozer.....	\$ 24.27	8.62
Cranes: 50 tons and under..	\$ 24.42	8.62
Cranes: 51 to 90 tons.....	\$ 24.57	8.62
Cranes: 91 to 140 tons.....	\$ 24.72	8.62
Cranes: 141 tons and over...	\$ 25.48	8.62
Forklift.....	\$ 23.92	8.62
Mechanic.....	\$ 24.42	8.62
Oiler.....	\$ 23.57	8.62
Scraper: Single bowl		
under 40 cubic yards.....	\$ 24.42	8.62
Scraper: Single bowl,		
including pups 40 cubic		
yards and over and tandem		
bowls.....	\$ 24.57	8.62
Trackhoe.....	\$ 24.42	8.62

IRON0024-003 07/01/2011

	Rates	Fringes
Ironworkers:.....	\$ 23.80	18.07
Structural		

LABO0086-001 05/01/2009

	Rates	Fringes
Laborers:		
Pipelayer.....	\$ 18.68	6.78

PLUM0003-005 07/01/2012

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

	Rates	Fringes
PLUMBER.....	\$ 33.43	11.44

PLUM0058-002 07/01/2012

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.55	12.95

PLUM0058-008 07/01/2012

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.55	12.95

PLUM0145-002 07/01/2011

MESA COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 35.17	11.05

PLUM0208-004 01/01/2013

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

	Rates	Fringes
PIPEFITTER.....	\$ 33.10	11.52

* SHEE0009-002 07/01/2012

	Rates	Fringes
Sheet metal worker.....	\$ 31.77	12.32

SUCO2001-006 12/20/2001

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

TEAM0455-002 07/01/2011

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 18.41	3.87
Tandem/Semi and Water.....	\$ 19.04	3.87

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

Career Service Authority

Supplemental to the Davis-Bacon HEAVY Construction Projects rates

(Specific to the Denver Projects)

(Supp #74, Date: 02-03-2012)

Classification		Base	Fringe
Millwrights		\$28.00	\$10.00
Line Construction:			
	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Power Equipment Operators (Tunnels Above and Below Ground, shafts and raises):			
	GROUP 1	\$25.12	\$10.81
	GROUP 2	\$25.47	\$10.85
	GROUP 3	\$25.57	\$10.86
	GROUP 4	\$25.82	\$10.88
	GROUP 5	\$25.97	\$10.90
	GROUP 6	\$26.12	\$10.91
	GROUP 7	\$26.37	\$10.94
Power Equipment Operators:			
	GROUP 1	\$22.97	\$10.60
	GROUP 2	\$23.32	\$10.63
	GROUP 3	\$23.67	\$10.67
	GROUP 4	\$23.82	\$10.68
	GROUP 5	\$23.97	\$10.70
	GROUP 6	\$24.12	\$10.71
	GROUP 7	\$24.88	\$10.79
Ironworkers (Ornamental)		\$24.80	\$10.03
Laborers:			
	GROUP 1	\$17.68	\$8.22
	GROUP 2	\$18.18	\$8.27
	GROUP 3	\$21.59	\$8.61
Laborers: (Tunnel)			
	GROUP 1	\$18.53	\$8.30
	GROUP 2	\$18.63	\$8.31
	GROUP 3	\$19.73	\$8.42
	GROUP 4	\$21.59	\$8.61
	GROUP 5	\$19.68	\$8.42
Laborers (Removal of Asbestos)		\$21.03	\$8.55
Truck Drivers:			
	GROUP 1	\$18.42	\$10.00
	GROUP 2	\$19.14	\$10.07
	GROUP 3	\$19.48	\$10.11
	GROUP 4	\$20.01	\$10.16
	GROUP 5	\$20.66	\$10.23
	GROUP 6	\$21.46	\$10.31

POWER EQUIPMENT OPERATOR CLASSIFICATIONS
(TUNNELS ABOVE AND BELOW GROUND, SHAFTS, AND RAISES):

GROUP 1 - Brakeman
GROUP 2 - Motorman
GROUP 3 - Compressor
GROUP 4 - Air Tractors; Grout Machine; Gunnite Machine; Jumbo Form
GROUP 5 - Concrete Placement Pumps; Mucking Machines and Front End Loaders, Underground, Slusher; Mine Hoist Operator; Mechanic
GROUP 6 - Mechanic Welder
GROUP 7 - Mole

NOTE: Any equipment listed below being used in tunnel work, below or above ground shall be paid not less than \$2.00 per hour above the listed wage rates.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1 - Air compressor, brakeman, drill operator - smaller than Watson 2500 and similar, operators of 5 or more light plants, welding machines, generators, single unit conveyor, pumps, vacuum well point system, tractor, under 70 hp with or without attachments compressors, 360 C.F.M. or less.

GROUP 2 - Conveyor, handling **building** materials, ditch witch and similar trenching machine, haulage motor man, pugmill, portable screening plant with or without a spray bar, screening plants, with classifier.

GROUP 3 - Asphalt screed, asphalt plant, backfiller, bituminous spreader or laydown machine; cableway signalman, caisson drill, William MF, similar or larger; C.M.I. and similar, concrete batching plants, concrete finish machine, concrete gang saw on concrete paving, concrete mixer, less than 1 yd., concrete placement pumps, under 8 inches, distributors, bituminous surfaces dozer, diamond or core, drill rigs, rotary, churn, or cable tool, elevating graders, elevator operator, equipment, lubricating and service engineer, grout machine, gunnite machine, hoist, 1 drum, horizontal directional drill operator, sandblasting machine, single unit portable crusher, with or without washer, tie tamper, wheel mounted, tractor, 70 hp and over with or without attachments, trenching machine operator, winch on truck.

GROUP 4 - Cable operated power shovels, draglines, clamshells, and backhoes, 5 cubic yards and under, concrete mixer over 1 cubic yard, concrete paver 34E or similar, concrete placement pumps, 8 inches and over, grade checker, hoist, 2 drums, hydraulic backhoe, 3/4 yds and over, loader, over 6 cubic yards, mechanic, mixer mobile, multiple unit portable crusher, with or without washer; piledriver, tractor with sideboom, roto- mill and similar, welder.

GROUP 5 - Cable operated power shovels, draglines, clamshells and backhoes over 5 cubic yards, caisson drill Watson 2500 similar or larger, hoist 3 drum or more, mechanic – welder (heavy-duty).

GROUP 6 - Cableway, derrick, quad nine push unit, wheel excavator, belt or elevating loader

GROUP 7 - tower cranes all types

LABORER CLASSIFICATIONS:

GROUP 1 - Janitors; Yardmen

GROUP 2 –Erosion Control, Dowel Bars; Fence Erectors; Gabion Basket and Reno mattresses; Signaling, Metal Mesh; Stake Caser; Traffic Control Devices; Tie Bars and Chairs in Concrete; Paving; Waterproofing Concrete; Air, Gas, Hydraulic Tools and Electrical Tool Operators; Barco Hammers; Cutting Torches; drill; diamond and core drills; Core, diamond, air track including but not limited to; Joy, Mustang, PR-143, 220 Gardner-**Denver**, Hydrosonic, and water blaster operator;

Chuck Tender; Electric hammers; Jackhammers; Hydraulic Jacks; Tampers; Air Tampers; Automatic Concrete Power Curbing Machines; Concrete Processing Material; Operators of concrete saws on pavement (other than gangsaws); Power operated Concrete Buggies; Hot Asphalt Labor; Asphalt Curb Machines; Paving Breakers; Transverse Concrete Conveyor Operator; Cofferdams; Boxtenders; Caisson 8' to 12'; Caisson Over 12'; Jackhammer Operators in Caissons over 12'; Labor applicable to Pipe coating or Wrapping; Pipe Wrappers, Plant and Yard; Relining Pipe; Hydroliner (a plastic may be used to waterproof); Pipelayer on Underground Bores; Sewer, Water, Gas, Oil Conduit; Enamalers on Pipe, inside and out, Mechanical Grouters; Monitors; Jeep Holiday Detector Men; Pump Operators; Rakers; Vibrators; Hydro- broom, Mixer Man; Gunnite Nozzelmen; Shotcrete Operator; and chain saws, gas and electric; Sand Blaster; Licensed Powdermen; Powdermen and Blaster; Siphons; Signalmen; Dumpman/spotter; Grade Checker.

GROUP 3 - Plug and galleys in dams; Scalars; any work on or off Bridges 40' above the ground performed by Laborers working from a Bos'n Chair, Swing Stage, Life Belt, or Block and Tackle as a safety requirement.

TUNNEL LABORER CLASSIFICATIONS:

GROUP 1 - Outside Laborer - Above ground

GROUP 2 - Minimum Tunnel Laborer, Dry Houseman

GROUP 3 - Cable or Hose Tenders, Chuck Tenders, Concrete Laborers, Dumpmen, Whirley Pump Operators

GROUP 4 - Tenders on Shotcrete, Guniting and Sand Blasting; Tenders, core and Diamond Drills; Pot Tenders

GROUP 5 - Collapsible Form Movers and Setters; Miners; Machine Men and Bit Grinders; Nippers; Powdermen and Blasters; Reinforcing Steel Setters; Timbermen (steel or wood tunnel support, including the placement of sheeting when required); and all Cutting and Welding that is incidental to the Miner's work; Tunnel Liner Plate Setters; Vibrator Men, Internal and External; Unloading, stopping and starting of Moran Agitator Cars; Diamond and Core Drill Operators; Shotcrete operator; Gunnite Nozzlelemen; Sand Blaster; Pump Concrete Placement Men.

TRUCK DRIVER CLASSIFICATIONS:

GROUP 1 - Sweeper Truck, Flat Rack Single Axle and Manhaul, Shuttle Truck or Bus.

GROUP 2 - Dump Truck Driver to and including 6 cubic yards, Dump Truck Driver over 6 cubic yards to and including 14 cubic yards, Straddle Truck Driver, Liquid and Bulk Tankers Single Axle, Euclid Electric or Similar, Multipurpose Truck Specialty and Hoisting.

GROUP 3 - Truck Driver Snow Plow.

GROUP 4 - Cement Mixer Agitator Truck over 10 cubic yards to and including 15 cubic yards.

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

EXHIBIT G

CONTRACT CONTROL NO. 201311045

SPECIAL CONTRACT CONDITIONS

CONTRACT CONTROL NO. 201311045

SPECIAL CONTRACT CONDITIONS

The General Contract Conditions were developed and intended to apply to a traditional design-bid-build construction format. When applied to a design/build project delivery format, a number of provisions of the City's standard General Contract Conditions (the "Yellow Book") may be inapplicable or require modification to apply to a design/build delivery methodology. Without redrafting the City's standard General Contract Conditions, it is the intent of these Special Contract Conditions to modify the most clearly inapplicable or contrary provisions of the General Contract Conditions. The remaining General Contract Conditions and these Special Contract Conditions shall be interpreted and applied in a manner consistent with a design/build project delivery format. In the event of an express conflict, contradiction, or inconsistency between a word, phrase, or provision of the General Contract Conditions and a word, phrase, or provision of these Special Contract Conditions, the word, phrase, or provision of these Special Contract conditions shall prevail over the conflicting, contradictory, or inconsistent word, phrase, or provision of the General Contract Conditions.

SC-1 Construction Specifications

Except as amended herein, all Work performed under the terms of this Contract shall be governed by the applicable provisions of the following latest editions as of the release date of the final RFP.

Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS,

City and County of Denver (Commonly referred to as the "Yellow Book", 2011 Edition)

Standards and Details for the City and County of Denver (April, 2000)

Wastewater Management Division – Detail and Technical Specifications for Storm and

Sanitary Construction (CDOT Standard Project Special Provisions, 200 thru 700)

The building code for the City and County of Denver is based on the 2011 National Electrical Code, NFPA code 72 (National Fire Protection Association) and the 2009 Series of I-Codes.

<http://www.denvergov.org/tabid/436473/Default.aspx>

The aforementioned documents are available for review at the Capital Projects Management Office, 201 W. Colfax Ave., Dept. 506, (5th floor), Denver, CO 80202. *The Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS, City and County of Denver, and the Standards and Details for the City and County of Denver* are available at

http://www.denvergov.org/dpw_contract_admin/ContractAdministration/ContractorReferenceDocuments/ta/bid/440535/Default.aspx

SC-2 Contract Documents (Replaces General Contract Condition 104)

General Contract Condition 104 CONTRACT DOCUMENTS is hereby deleted in its entirety and replaced with the following:

"The Contract Documents" consist of the documents that are listed in Section 3 of the Design-Build Contract.

SC-3 Contractor Definition (Modifications for General Contract Condition 106)

"Contractor" means the person, partnership, corporation, limited liability company, joint venture, or other entity that has contracted with the City to perform the Design-Build Construction Work as an independent contractor. The term Contractor Superintendent – may also mean Design-Build Manager.

SC-4 Transportation Division / City Engineer

General Condition 204, Transportation Division, is modified as follows:

The Transportation Division is a unit of the Department of Public Works and is supervised by the City Engineer, who is subordinate to the Manager of Public Works. This Division is responsible for the planning, design, construction, operation and maintenance of all of the City’s transportation facilities except for the City’s Municipal Airport System.

SC-5 City Delegation Of Authority

With reference to General Contract Condition 109, DEPUTY MANAGER, General Contract Condition 206, TRANSPORTATION DIVISION and General Contract Condition 214, CITY’S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Manager hereby designates the City Engineer (the “Director”) as the City official responsible for those certain actions and decisions designated as the responsibility of the Deputy Manager under the General Conditions and delegates to the Director the authority necessary to undertake those responsibilities under this Contract. The Director shall have supervisory responsibility over the Project Manager. Additionally, Contractor questions concerning the Plans and Technical Specifications shall be directed to:

City Project Director:

Michael Sheehan

City Project Manager:

Patrick C. Riley

SC-6 Designer (Replaces General Contract Condition 110)

General Contract Condition 110 Designer is hereby deleted in its entirety and replace with the following:

“Designer,” also sometimes referred to as “Architect”, “Engineer” “Lead Engineer,” “Lead Design Engineer,” “Design Professional,” “Designer of Record” or “Engineer of Record,” means the engineer who designs the project and prepares the specifications or directs the effort of designing the project and preparing the specifications. The Designer is identified in the Contract Documents and is an employee of the Contractor or is retained by the Contractor as an independent contractor under a professional services agreement with the Contractor.

SC-7 Design and Construction Schedule (Replaces General Contract Condition 306 2, B, C &D)

General Contract Condition 306 2, B, C, and D. WORKING HOURS AND SCHEDULE are replaced with the following and E is incorporated as follows:

- B. Within 10 calendar days of the issuance date of NTP, the Contractor shall submit to the Project Manager a Cost Loaded Schedule. The Cost Loaded Schedule shall have a data date of the effective date of the NTP. A Cost Loaded Schedule narrative shall accompany the Cost Loaded Schedule.

The Cost Loaded Schedule shall depict how the Contractor plans to complete the design and construction work for the Project and shall show all those activities that define the Critical Path. The Cost Loaded Schedule shall provide for the adequate planning of the Project, as well as the Project Manager's monitoring and evaluation of progress and analysis of time impacts. The Contractor shall not attribute any negative float to any activity depicted on the Cost Loaded Schedule. The Project Manager will be allowed 10 calendar days to review and accept the Contractor's submittal of the Cost Loaded Schedule. Should the Project Manager reject the Contractor's submittal of the Cost Loaded Schedule, the Contractor shall resubmit a revised schedule within 10 calendar days of receipt of the Project Manager's review comments, at which time a new 10 calendar day review period by the Project Manager will begin.

- C. The schedule submitted by the Contractor shall comply with the following requirements.

The Cost Loaded Schedule shall follow these scheduling requirements:

1. No constraints shall be included except on milestones, and the start and finish activities,
2. Negative lags shall not be used at any time,
3. Each activity shall have at least one predecessor and one successor,
4. Submittal, procurement and fabrication activities shall be included,
5. Highlight the critical path on reports,
6. Include milestone activities for completion of all investigations, Design and Construction Work, and Final Acceptance Deadline.
7. Indicate the interdependence of activities (how the start of a given activity depends on the completion of preceding activities) and the sequence of work (how failure to complete a given activity may restrain the start of following activities).
8. Activities with duration times in excess of 15 calendar days shall be kept to a minimum.
9. Include any coordination and cooperation requirements, construction restrictions or other requirements of the Contract. The schedule shall include sufficient work calendars to identify specific activities requiring multiple shifts/day, multiple crews/shift, extended workweeks, or work at times other than what may be considered regular days or hours.
10. Include activities for all Design and Construction Work required by the Contract, including detailed activities for preliminary and final design work plus associated review requirements, permit processes, utilities coordination, demolition, construction, quality control, subcontractors, vendors, and suppliers. In addition, the schedule shall include, as a minimum, activities for the procurement, fabrication, required testing time frames, delivery of critical or special materials and equipment, as well as all submittal activities required by the Contract.
11. Describe by location and sequence activities so that the Design and Construction Work is readily identifiable and the progress of each activity can be measured. Activity duration shall be logical and consistent and shall be based on realistic and available resources of the Contractor and allow for a clear depiction of the progression of the work.
12. Substantial Completion and the Final Acceptance Deadline for each activity in the network, the Contractor shall determine the Contract value. Administrative activities, City activities and milestones shall have an assigned cost of zero. The summation of the costs of all activities shall be equal to the Contractor's contract price for the Project. These costs are to be incorporated into the *Primavera* schedule and the anticipated daily earnings computed for both early and late starts. These earnings are to be graphically displayed in a time-cost chart ("S" curve).

The Project Manager's acceptance of a Contractor schedule shall not constitute a change of any portion of the Contract nor will it constitute approval. Failure of the Contractor to include any element of work required by the Contract in its schedules shall not relieve the Contractor from completing the Design and Construction Work within the time limit specified for Substantial Completion and Final Acceptance Deadline. If the Contractor fails to define any element of work, activity or logic, and the omission or error is discovered by either the Contractor or the Project Manager, it shall be corrected by the Contractor in regard to the next monthly update or revision of the schedule.

The Contractor shall not incorporate any changes or delays in the Cost Loaded Schedule without the Project Manager's approval.

- D Float or slack is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any activities in the schedule. Float or slack is not time for the

exclusive use or benefit of either the Contractor or the City. The Contractor may equitably allocate all or portions of said float or slack for use of the Contractor if such allocation is not likely to adversely affect the Substantial Completion date of the Project, or adversely affect the schedules of the City.

- E The Contractor shall, once a month, submit a progress report and an updated schedule in a form acceptable to the Project Manager.

SC-8 Contractor Superintendent – (Modifies General Condition 307)

Delete and replace with the following:

The Contractor shall employ and designate to the Deputy Manager in writing a competent Design-Build Manager, Design Manager, Project Quality Manager and Superintendent whose qualifications shall be acceptable to the Deputy Manager. The Design-Build Manager and Superintendent shall serve on a full-time basis at the Work site and shall be authorized to act on behalf of the Contractor in all matters related to the Work. The same person(s) shall continue in their defined roles until the Work has been completed, unless the Deputy Manager requests that they be replaced, or they cease to be employed by the Contractor or they become sick or disabled.

SC -9 Suggestions To Contractor (Modify General Condition 313)

Replace with the following:

Any plan of action, method of work, or construction procedure suggested orally or in writing to the Contractor by any City employee, agent or representative, which is not set out in Change Orders or other written directives issued in accordance with the Contract Documents, if adopted or followed by the Contractor in whole or in part, shall be performed at the sole risk and responsibility of the Contractor.

SC-10 Permits And Licenses (Modify Section .1, General Condition 317 as below)

- .1 The Contractor is required to possess the appropriate contractor and the required engineering licenses issued by the Department of Public Works pertaining to the Work to be performed. The Contractor is also required to obtain all necessary permits for the project.

SC-10a Construction Surveys (Modify Section .1, General Condition 318)

General Condition 318 shall be deleted and modified as follows:

- .1 The City will provide all reference documents as shown in these Contract Drawings by coordinates and/or elevation. However, the City does not take responsibility for the accuracy of this survey data. The Contractor must validate that this data is accurate and ensure that all elements of the Work are correctly located.

SC- 11 Contract Documents – Review and Interpretation (Deletes General Condition 401.3)

General Contract Condition 401.3 is hereby deleted in its entirety.

SC-12 Contract Drawings and Technical Specifications (Replaces General Condition 403)

General Contract Condition 403 is modified as follows:

- .1 The contractor is responsible for keeping an accurate record of drawings and specifications to record the construction of the work in its As Built condition at the Project Construction Site. The contractor shall daily record all changes and deviations in a neat and legible manner on the RFC plans. Any deviation from the RFC plans or technical specifications and the work done, no matter how insignificant, must be recorded. Underground utility structures encountered in performing the Work shall be correctly located on such drawings through physical ties or dimensions to permanent monuments or structures. When the Work is completed, the contractor must deliver a single set of Record Drawings that accurately reflect the as built

condition of the project elements and Technical Specifications along with electronic copies to the Project Manager. These drawings (including electronic copies) must be provided and be approved by the Project Manager before final payment can be made. Electronic copies must be completely useable by the City (AutoCad with binded reference files) and the CDOT (MicroStation with merged reference files). Additionally, Contractor shall provide TMoss field notes and ROW plans.

SC-13 Requests for Information or Clarification (Deletes General Contract Condition 404)

General Contract Condition 404 REQUESTS FOR INFORMATION OR CLARIFICATION is hereby replaced in its entirety with the following:

The contractor is required to include the City in all documented RFIs/

SC-14 Shop Drawings, Product Data and Samples (Replaces General Contract Condition 405)

General Contract Condition 405 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES is hereby deleted in its entirety and replaced with the following:

- .1 The Contractor shall submit all Shop Drawings, as defined in these General Conditions, to the Designer, with a copy to the Project Manager. The Project Manager will review the shop drawings within seven (7) days following receipt of the shop drawings. The Project Manager will indicate its review with the following messages: Does not object; Does not object, but conditioned as noted, or, Objects.
- .2 The Contractor shall prepare, review, certify, endorse and submit, to the Designer, with reasonable promptness, and in such sequence as to cause no delay in the Work, all Shop Drawings, required by the Contract Documents. The Contractor shall prepare and deliver to the City a submittal schedule for Shop Drawings, as required by the Special Conditions or Technical Specifications. All such drawings and other material shall contain identifying nomenclature and each submittal shall be accompanied by a transmittal identifying in detail all enclosures. Facsimile reproductions of Contract drawings shall not be used, in whole or in part, for the direct submittal of Shop Drawings unless specifically approved by the Project Manager.
- .3 By preparing, certifying, and submitting Shop Drawings, the Contractor represents that the Contractor has determined and verified all materials, field measurements, and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals with the requirements of the Work, the Project, the Contract Documents and previously reviewed and accepted submittals.
- .4 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the City's review. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data, or Samples by the City's review of them. Review of a specific item by the City shall not indicate the City's acceptance thereof. City review of the Shop Drawings shall not be construed as approval of the adequacy of the documents and shall not constitute a waiver of any remedies the City may have in law or inequity.
- .5 All re-submittals shall either on their face, or in the accompanying transmittal, clearly indicate all revisions that have been made since the previous submittal.
- .6 The Project Manager may review the Contractor's submittal such as Shop Drawings, for conformance with the Contract Documents. Review by the Project Manager shall not relieve the Contractor of its responsibilities under the Contract Documents.

SC-15 Substitution of Materials and Equipment (Deletes General Contract Condition 406)

General Contract Condition 406 SUBSTITUTION OF MATERIALS AND EQUIPMENT is deleted in its entirety.

SC-16 Subcontracts (Replaces General Contract Condition 501)

In accordance with General Contract Condition 501 SUBCONTRACTS, no limit shall apply to that percentage of the Work, which may be sublet providing that the subcontractors receive prior approval in accordance with General Contract Condition 502 SUBCONTRACTOR ACCEPTANCE.

SC-17 Subcontractor Acceptance (modifies General Contract Condition 502)

General Contract Condition 502 SUBCONTRACTOR ACCEPTANCE is modified as follows:

- .3 The Contractor shall submit within 30 days of award a statement signed by an officer or principal of the Contractor certifying that the Contractor has investigated the qualifications and background of each proposed Subcontractor and certifying under oath that, to the best of his or her knowledge, none of the bases for rejection listed above exist. In lieu of this certification, the Contractor may identify, for each proposed Subcontractor, any of the issues listed above applicable to that subcontractor and attach to that statement a list of all judicial and administrative proceedings in the last five (5) years in which any proposed Subcontractor is or was a party, the proceedings involving any of the issues listed above or in which any proposed Subcontractor filed for bankruptcy.

SC-18 Reserved

SC-19 Cooperation with Other Work Forces (modifies General Contract Condition 701)

General Contract Condition 701 COOPERATION WITH OTHER WORK FORCES is modified as follows:

- .4 If the Contractor, through its acts or omissions, causes loss, damage or delay to the Work or other property, the Contractor shall, upon due notice, promptly use its best efforts to remedy such loss, damage or delay, at no additional cost to the City.
- .5 If the Contractor, through its acts or omissions, causes loss, damage or delay to the work or property of any other Contractors, Subcontractors, tenants, government agencies, and municipal, public service or utility systems, the Contractor shall, upon due notice, promptly use its best efforts to remedy such loss, damage or delay, or otherwise settle with such other person or entity by agreement or otherwise, at no additional cost to the City.

SC-20 Coordination with Public Contact (modifies General Contract Condition 703)

General Contract Condition 703 COORDINATION WITH PUBLIC CONTACT is modified as follows:

- .4 Delete this section. (Remove the requirement for City Tours).

SC-21 Reserved

SC-22 Payment Procedure

General Condition 902 PAYMENT PROCEDURE is hereby deleted in its entirety and replaced with the following:

- .1 Payment to the Contractor shall occur as set out in this GC 902 if the proper payment procedure is followed.
- .2 The Contractor shall submit a complete application for payment on the day of each month designated in writing by the Project Manager. The application for payment shall be submitted through Textura® Corporations Construction Management Website. Contractor recognizes and agrees that it shall be required to use the Textura Construction Payment Management System for this Project. Contractor further agrees that, to the fullest extent possible within the CPM System, the City shall be entitled to all non-Confidential records, reports, data and other information related to the project that are available to Contractor through the CPM System, including, but not limited to, information related to Contractor and subcontractor

billings. To that end, Contractor agrees that it will activate any available settings within the CPM System that are necessary to grant the City access to such non-Confidential information related to the contract and the project. Applications for payment shall be based on the Contract Unit Prices or the approved Schedule of Values described in GC 903.1

- .3 The complete application for payment shall be submitted in accordance with the Special Conditions. The responsible party(s) identified in such Special Conditions (Project Manager and/or Designer) will review the application and either recommend to the Deputy Manager such amounts as reasonably determined are due or notify the Contractor in writing of the reasons for withholding approval. The application for payment, when recommended by the responsible party(s) identified in the Special Conditions and signed by the appropriate City Officials, establishes the total amount due the Contractor under a particular pay application. From this amount the sums already paid and the sums to be withheld are deducted. This application is then forwarded to the Manager of Finance for payment. The Manager of Finance will pay the Contractor upon approval of the payment application and all certified payrolls.

SC-23 Payments to Contractors (clarifies General Contract Condition 902)

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

<u>Agency/Firm</u>	<u>Responsible Manager</u>	<u>Telephone</u>
Public Works	Patrick Riley	(720) 865-3035

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

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

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

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

(CITY PROJECT NAME AND NUMBER)	Date: _____, 200__.
(NAME OF CONTRACTOR)	Subcontract #: _____.
(NAME OF SUBCONTRACTOR/SUPPLIER)	Subcontract Value: \$ _____.
	Last Progress Payment: \$ _____.
	Date: _____.
	Total Paid to Date: \$ _____.
	Date of Last Work: _____.

Check Applicable Box:
 DBE

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

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

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

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

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

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

STATE OF COLORADO) CITY OF _____)	_____ (Name of Subcontractor)
Signed and sworn before me this day of _____, 200__.	By: _____
_____ Notary Public/Commissioner of Oaths My Commission Expires _____	Title: _____



City and County of Denver

Office of Economic Development
Compliance Unit
 201 W. Colfax Ave., Dept. 907
 Denver, CO 80202
 Phone: 720.913.1999
 Fax: 720.913.1803

Contractor's Certification of Payment (CCP)

Pay Application #:		Pay Period:		Amount Requested: \$					
Project #:		Project Name:							
Current Completion Date:		Percent Complete:		Prepared By:					
Contractor:		Phone:		Project Manager:					
() - Original Contract Amount: \$		() - Current Contract Amount: \$							
Prime/Subcontractor/Supplier Name	MBE WBE NON	A	B	C	D	E	F	G	H
		Original Contract Amount	% Bid (A/I)	Current Contract Amount including Amendments	% Revised (C/I)	Requested Amount this Pay Application	Amount Paid Previous Pay	Net Paid To Date	Paid % Achieved (G/I)
Contractor									

The undersigned certifies that the information contained in this document is true, accurate and that the payments shown have been made to all subcontractors and suppliers used on this project and listed herein.

Prepared By (Signature): _____ Date: _____



Office of Economic Development
Division of Small Business Opportunity
Compliance Unit
201 West Colfax Avenue, Dept. 907
Denver, CO 80202
Phone: 720-913-1999
Fax: 720.913-1803

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

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

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

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

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

Contractor/Subcontractor or Subconsultant/Supplier Name: In the space provided, list all subcontractors/subconsultants and suppliers used on the project. For all MBE/WBEs use the exact name listed in the DSBO Directory.

MBE/WBE/NON: For each name listed, indicate whether the entity is a certified MBE/WBE.

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

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

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

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

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

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

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

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

Rev. MBE/WBE Pre-Pre Conf. Instruction for Contractor/Consultant Certification of Payment 1/07-dm

SC-24 Change Order (modifies General Contract Condition 1101)

General Contract Condition 1101 CHANGE ORDER is modified as follows:

- .3 No revision or change furnished or requested by either party to the other in connection with the preparation, submission, review, comment, approval, or identification of the Design Development Documents or Construction Documents will be considered a change entitling the Contractor to a change in the Contract Time, unless such change shall be expressly evidenced by a Change Order.
- .4 Changes in design and construction required to conform to the requirements of the Design-Build Criteria and Scope, unless the Design-Build Criteria and Scope have been modified by Change Order, shall be completed by Contractor without any increase in the Contract amount or adjustment to the date for Substantial Completion regardless of the stage of completion of design and/or construction and regardless of whether any design or construction has been otherwise approved by the City. Changes to the Contract Documents, including, without limitation, changes in the Contract Amount or extensions of the date for Substantial Completion, shall only be by Change Order issued by the City.

SC-25 Adjustment to Contract Amount (modifies General Contract Condition 1104)

General Contract Condition 1104 ADJUSTMENT TO CONTRACT AMOUNT is modified as follows:

E. Mark Up For Overhead And Profit

- (1) The total markup for overhead and profit on change orders, shall not exceed 15% of the actual costs set forth in GC 1104.2.A-D, regardless of the tier(s) of subcontractors.
- (2) Neither General Contractors nor Sub-contractors shall receive markup on markup.
- (3) All of the Contractor's and Subcontractor's field and office overhead and supervision costs are included in the markups listed above
- (4) Neither the Contractor nor Subcontractor of any tier, nor the City in the case of a credit, will apply or attempt to apply these percentage adjustments in a way that would pyramid either the cost or credit because of the involvement of a Subcontractor or sub-subcontractor. Written justification and approval shall be required for any percentages exceeding a total of fifteen percent (15%).
- (5) Contractor Fee. The Contractor shall be allowed a three and one-half percent (3.5%) markup on the actual price charged by a Subcontractor who actually performs the Work. The Contractor shall not be entitled to any additional markup except as allowed under E(1) above for Work actually performed by the Contractor.

F. Bonds, Insurance, Permits and Taxes The actual increases or decreases in the cost of premiums for bonds and insurance, permit fees, and sales, use or similar taxes related to the Work.

1104.3 Totals as Equitable Adjustment The Contractor agrees that the total of the above items constitute an equitable adjustment for any and all costs or damages resulting from a change.

1104.4 No Equitable Adjustment for Obstruction by Contractor No equitable adjustment shall be made as a result of costs resulting from any act, hindrance, obstacle, obstruction, interference or omission of the Contractor, its Subcontractors, Suppliers, or surety, or any other entity or individual acting on behalf of the Contractor.

1104.5 Calculation of Certain Equitable Adjustments

A (Not Used)

- B An equitable adjustment shall not include increased costs for delay resulting from the Contractor's failure to continue performance during determination of any Contractor Change Request or claim or dispute resolution.

SC-26 Surety Bonds (modifies General Contract Condition 1501)

General Contract Condition 1501 SURETY BONDS is modified as follows:

- .4 The Performance and Payment Bonds required under GC 1502 and 1503 shall remain in full force and effect throughout the three (3) year general warranty period following final acceptance. This obligation of the Contractor shall continue notwithstanding the making or acceptance of final payment under GC 2003.

SC-27 Performance Bond (modifies General Contract Condition 1502)

General Contract Condition 1502 PERFORMANCE BOND is modified as follows:

The Contractor must procure and pay for a performance bond which, when executed by the Contractor and surety, shall be a guarantee for the faithful performance and completion of the Work in strict accordance with the terms of the Contract. The performance bond shall also be a guarantee for the repair or replacement of all Work found to be defective or otherwise unacceptable during the Contract Time and through any warranty and guarantee periods. This bond shall be in the amount of one hundred percent (100%) of the dollar value of the construction portion of the Contract. The Contractor shall utilize the Performance Bond Form included in the Contract Documents.

SC-28 Payment Bond (modifies General Contract Condition 1503)

General Contract Condition 1503 PAYMENT BOND is modified as follows:

The Contractor must procure and pay for a payment bond which, when executed by the Contractor and surety, shall be a guarantee that all those performing labor or furnishing materials, supplies, rental items, tools, and equipment for the performance of the Work under the Contract shall be paid. This bond shall be in the amount of one hundred percent (100%) of the dollar value of the construction portion of the Contract, and it shall meet the requirements of CRS §38-26-101, *et seq.*, as amended. The Contractor shall utilize the Payment Bond Form included in the Contract Documents.

SC 29 Construction Inspection by the City (modifies General Contract Condition 1701)

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

- .1 Except as modified in the Technical Specifications and Quality Management Plan to be developed with the Contractor *persons who are employees* of the City or who are under contract to the City will be assigned to inspect and test the Work. These persons may perform any tests and observe the Work to determine whether or not designs, materials used, manufacturing and construction processes and methods applied, and equipment installed satisfy the requirements of the drawings and specifications, accepted Shop Drawings, Product Data and Samples, and the General Contractor's warranties and guarantees. The Contractor shall permit these inspectors unlimited access to the Work and provide means of safe access to the Work, which cost shall be included as a Cost of the Work without any increase to the Contract Amount. In addition, Contractor shall provide whatever access and means of access are needed to off-site facilities used to store or manufacture materials and equipment to be incorporated into the Work and shall respond to any other reasonable request to further the inspector's ability to observe or complete any tests. Such inspections shall not relieve the Contractor of any of its quality control responsibilities or any other obligations under the Contract. All inspections and all tests conducted by the City are for the convenience and benefit of the City. These inspections and tests do not constitute acceptance of the materials or Work tested or inspected, and the City may reject or accept any Work or materials at any time prior to the inspections pursuant to G.C. 2002, whether or not previous inspections or tests were conducted by the inspector or a City representative.

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

SC-30 Contractor's Warranties, Guarantees and Correction of Work (modifies General Contract Condition 1801)

General Contract Condition 1801 CONTRACTOR'S WARRANTIES, GUARANTEES AND CORRECTION OF WORK is modified as follows:

- .4 The Contractor's warranties and guarantees for all Work components shall continue for the following periods:
- A For Contracts executed under the authority of the Manager of Public Works, for a period of three (3) years after the date of final acceptance or for such longer period of time as may be prescribed by the terms of any special warranties and guarantees required by the Contract Documents.
 - B (Not Used)

The obligations of this GC 180.14 shall survive termination of the Contract under the provisions of Title 22.

SC-31 Inspection and Punch List (replaces General Contract Condition 1902)

General Contract Condition 1902 INSPECTION AND PUNCH LIST is hereby deleted in its entirety and replaced with the following:

Within ten (10) Days after receipt of the Contractor's Notice of Substantial Completion of the Work, the Designer, Project Manager, Contractor, and such other representatives as the Project Manager deems appropriate, shall make an inspection of the Work to determine whether the Work has been completed in accordance with the Contract Documents and to review the Contractor's punch list. If, in the sole opinion of the Project Manager, the Work has not been completed to the required stage under this Title 19, the parties shall cease the inspection, and all costs associated with such premature inspection, including any compensation for the City's additional costs, shall be deducted from the payments then or thereafter due the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City. If the Work has been completed to the required stage under this Title 19, a punch list shall be prepared by the Contractor as supplemented by those items observed and noted during the inspection. Failure to include any items on the punch list shall not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

SC-32 SITE INSPECTION AND INVESTIGATIONS

Prior to submitting a bid, the bidder is invited to inspect the work site and its surroundings. Although the bidder is not required to make such an inspection before bidding, for purposes of the Contract it shall be conclusively presumed that by failing to make such an inspection, the bidder has waived the right to later claim additional compensation or time extensions for conditions which would have been evident had the site been inspected.

Since the bid information cannot be guaranteed, the Contractor shall have assumed the risks attendant to successful performance of the Work and shall never make claim for additional compensation or time extensions on the grounds that the nature or amount of work to be done was not understood by the bidder at the time of the bidding.

SC-33 Contract Forms

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

1. Performance and Payment Bond

The following are forms that will be issued by the City during construction:

1. Certificate of Contract Release (Attached on the following page)



Denver Public Works

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

201 West Colfax Ave, Dept 614
Denver, CO 80202
www.work4denver.com

Certificate of Contract Release
(SAMPLE)

Date

Name

Company

Street

City/State/Zip

RE: Certificate of Contract Release for
201311045 Compressed Natural Gas (CNG) to Central Platte Campus

Received this date of the City and County of Denver, as full and final payment of the cost of the improvements provided for in the foregoing contract, _____ dollars and cents (\$_____), in cash, being the remainder of the full amount accruing to the undersigned by virtue of said contract; said cash also covering and including full payment for the cost of all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto, and the undersigned hereby releases said City and County of Denver from any and all claims or demands whatsoever, regardless of how denominated, growing out of said contract.

And these presents are to certify that all persons performing work upon or furnishing materials for said improvements under the foregoing contract have been paid in full and this payment to be made is the last or final payment.

Contractor's Signature

Date Signed

If there are any questions, please contact me by telephone at (720) 913-XXXX. Please return this document via facsimile at (720) 913-1805 and mail to original to the above address.



Protecting the Present & Building the Future
Accountability, Innovation, Empowerment, Performance, Integrity,
Diversity, Teamwork, Respect, Excellence, Safety

CNG VEHICLE FUELING
Contract #: 201311045

SC-34 Disposal of Non-Hazardous Waste at DADS

In accordance with the Landfill Agreement made between the City and Waste Management of Colorado, Inc., bidders will be required to haul dedicated loads (non-hazardous entire loads of waste) to the Denver-Arapahoe Disposal Site (“DADS”) for disposal. DADS is located at Highway 30 and Hampden Avenue in Arapahoe County, Colorado. The City will pay all fees associated with such disposal but the Contractor shall be responsible for the costs of transporting the loads. Non-hazardous waste is defined as those substances and materials not defined or classified as hazardous by the Colorado Hazardous Waste Commission pursuant to C.R.S. §25-15-101(6), as amended from time to time, and includes construction debris, soil and asbestos. Bidders shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

SC-35 Greenprint Denver Requirements

GREENPRINT DENVER In accordance with the City and County of Denver Executive Order 123: Greenprint Denver Office and Sustainability Policy, as amended, Contractor shall adhere to pertinent sections of Executive Order 123. This includes but is not limited to: all construction and renovation of buildings shall follow instructions and memorandum for high performance buildings; horizontal projects shall include the use of fly ash concrete and recycled aggregate where possible; and, all projects shall recycle construction and demolition waste, and install materials that contain recycled content whenever possible Non-hazardous solid waste that is eligible for reuse or recycling is not subject to the DADS disposal requirement defined in SC-34.

A completed “Greenprint Denver Closeout Form for Construction Projects” shall be delivered to the Project Manager as a submittal requirement of Final Acceptance.

SC-36 Prohibition on Use of CCA-Treated Wood Products

The use of any wood products pressure-treated with chromated copper arsenate (CCA) is prohibited. Examples of CCA-treated wood products include wood used in play structures, decks, picnic tables, landscaping timbers, fencing, patios, walkways and boardwalks.

SC-37 Waiver of: Part 8 of Article 20 of Title 13, Colorado Revised Statutes

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

SC-38 Debarred Subcontractors Prohibited

The Contractor is prohibited from hiring any subcontractor currently debarred by the City in accordance with section 20-77 of the Denver Revised Municipal Code. Without limiting the foregoing, the Contractor is prohibited from hiring any subcontractor ineligible under any of the Federal Provisions of this Contract, including those in Part 4 of the Contract.

SC-39 Attorney’s Fees

Colorado Revised Statute 38-26-107 requires that in the event any person or company files a verified statement of amounts due and unpaid in connection with a claim for labor and materials supplied on this project, the City shall withhold from payments to the Contractor sufficient funds to insure the payment of any such claims. Should the City and County of Denver be made a party to any lawsuit to enforce such unpaid claims or any lawsuit arising out of or relating to such withheld funds, the Contractor agrees to pay to the City its costs and a reasonable attorney’s fee which cost shall be included as a Cost of the Work.

Because the City Attorney Staff does not bill the City for legal services on an hourly basis, the Contractor agrees a reasonable fee shall be computed at the rate of one hundred dollars per hour of City Attorney time.

SC-40 Acceptance or Approval by City

Pursuant to the Design-Build Contract, and the other contract documents, the City may be required to review various documents, design, specifications and other information submitted by the Contractor and /or Designer. It is expressly understood and agreed by the Contractor that under no circumstances shall any review by the City, or its agents or representative relieve the Contractor or the Designer, or any engineer, architect or other consultant retained by, through or under the Contractor, of any liability, obligation, or responsibility, whether by statute, regulation, contract, custom or otherwise, for the design and construction of the Project and the compliance of the Work with the requirements of this Contract, including without limitation, compliance with the Design-Build Criteria and Scope, except to the extent amended by Change Order. The City's acceptance or approval of any deviation or omission from, or conflict or contradiction with the Design-Build Criteria and Scope must be in writing and an appropriate Change Order issued modifying the requirements of the Design-Build Criteria and Scope.

SC-41 Spare Parts

Prior to Substantial Completion, the Contractor shall deliver new, unopened containers of maintenance supplies, tools, spare parts, extra stocks of materials, finish materials, paint, and similar physical items to the City for those items typically requiring repair or replacement during the first two (2) years of building operation in quantities as directed by the City. Such maintenance supplies, tools, spare parts, extra stocks of materials, and similar physical items may include, but not necessarily be limited to, any special manufactured items, paint, devices or parts that are not available through regular procurement procedures and shall be delivered to the Project and placed in a location as directed by the City.

SC-42 Start-Up

The Contractor, with the assistance of operating personnel made available by the City, will direct the checkout of utilities and operations of systems and equipment for readiness, perform initial start-up and testing procedures, and instruct operating personnel in the operation of said utilities, systems and equipment.

SC-43 Warranty Inspection Services

At the time of final acceptance and during the three (3) year general warranty period, the Contractor shall provide quarterly, or as otherwise agreed to by the City, on-site review and inspection services. At the end of the thirty-fifth (35th) month after commencement of the three (3) year general warranty period, the Contractor shall visit the Project to conduct a final review and inspection of the completed construction to identify additional warranty Work required of the Contractor prior to expiration of the three (3) year general warranty period. The Contractor shall provide for the City's review and approval a written report of the findings of the Contractor, a list of all warranty work to be completed, and a schedule for that completion.

SC-44 Mitigation of Damages

- 1 Notwithstanding any right or obligation of the City or the Contractor to suspend, abandon, terminate, or otherwise delay or stop Work under this Contract, or to impose Liquidated Damages under this Contract, each party shall have an affirmative duty to take any and all reasonable actions to mitigate loss or damage to each party as a result of such suspension, abandonment, termination, or other delay or stoppage of Work, or imposition of Liquidated Damages.
- 2 The duty to mitigate damages shall apply to both the City and the Contractor, jointly and severally, regardless of fault.
- 3 Neither the City nor the Contractor shall take any steps or perform any act or refuse or fail to perform any act that would unreasonably interfere with or preclude the other party from taking reasonable action to mitigate losses. No provision of this Contract shall be applied, interpreted, or invoked in a manner that would unreasonably interfere with or preclude the other party from taking such reasonable action to mitigate losses.

SC-45 Value Engineering

The parties desire to have flexibility in determining how best to deliver the Work within the parameters established by the Contract Documents. The Contractor is encouraged to develop and deliver value engineering proposals that reduce the project cost yet fulfill the intent of the contract documents. City's Approval of Value Engineering Change Proposals (VECP)s is required with respect to any proposed changes in the Contract Requirements. Changes in Contract Requirements may be submitted as VECPs in the manner proposed below.

A VECP is a proposal developed and documented by the Contractor which:

1. Proposes to modify or require a change in any of the Contract Requirements in order to be implemented (including any changes to the Design); and
2. Reduces the cost of the Project without impairing essential functions or characteristics of the Project (including service life, economy of operation, ease of maintenance, desirability and safety) as determined by City in its sole discretion, and provided that it is not based solely upon a change in quantities, performance or reliability or a relaxation of the Contract requirements.

The Contractor is encouraged to submit VECPs whenever it identifies potential savings. The City may also request the Contractor to develop and submit a specific VECP. The Contractor has the right to refuse to consider such City-initiated VECPs.

When the Contractor initiates a VECP, the Contractor will be required to develop and submit a VECP proposal that provides a comprehensive description of the following information.

1. A statement that the submission is a VECP, a narrative description of the proposed change, the advantages and disadvantages of the proposed change and a description of how the proposed change will prevent any deleterious effect in function, service life, economy of operation, ease of maintenance or safety.
2. Description of the existing Contract requirements, which are involved in the proposed change.
3. Identification of the Contract requirements (with reference to specific Sections), which must be changed if the VECP is approved.
4. A description of any previous use or tests of the proposal and the conditions and results. If the proposal was previously submitted on another City or CDOT project, indicate the date, contract number and the action taken by City or CDOT.
5. Date or time by which a Change Order adopting the VECP must be issued in order to obtain the maximum cost reduction, noting any effect on the Contract Schedule and if, in any way the proposal approval would jeopardize the required completion date.
6. A complete cost analysis including current pricing for the existing Contract requirements compared to the Contractor's cost estimate of the proposed changes. The Contractor shall provide any additional information requested by City in a timely manner. Additional information could include results of field investigations and surveys, design computations, and field change sheets.

Upon receipt of a VECP, City will process it, may request more information, and require a recalculation of quantities or other cost information, but will not be liable for any delay in acting upon any proposal. The Contractor may withdraw all or part of any VECP at any time prior to Approval by City.

City may approve, in its sole discretion, in whole or in part, by Change Order, any VECP submitted. The decision of City to reject or approve a VECP shall be at the sole discretion of City and shall be final and not subject to partnering, dispute resolution, or appeal. The Contractor shall have no claim for any additional costs or delays resulting from the delayed processing or rejection of a VECP, including development costs, loss of

anticipated profits, or increased material or labor costs. Until a Change Order is issued on a VECP, the Contractor shall remain obligated to perform in accordance with the Contract Documents.

If City Approves a VECP submitted by the Contractor, the Contract Price shall be adjusted in accordance with the following:

The Contract Price shall be reduced by an amount equal to the sum of: (i) 100 percent of any additional costs incurred by City resulting from the VECP; plus (ii) 50 percent of the estimated net savings.

Estimated Net Savings shall mean: (i) the difference between the cost of performing the Work according to the Contract Documents using current estimates and the actual cost to perform it according to the proposed change; less (ii) the costs of studying and preparing the VECP as proven by the Contractor and Approved by City in accordance with the Change Order procedures set forth herein; less (iii) any additional costs incurred by City (including costs relating to any Relocations and ROW and implementation costs) resulting from the VECP. The Contractor's profit shall not be considered part of the cost.

All Approved or disapproved VECPs and Negotiated Changes will become the property of City, and shall contain no restrictions imposed by the Contractor on their use or disclosure. City retains the right to use, duplicate, and disclose in whole or in part any data necessary for the utilization of the proposal on any other or subsequent projects without any obligation to the Contractor. This provision is not intended to deny rights provided by law with respect to patented materials or processes.

SC-46 Value Added Enhancements

During the contract period, project funding may be available to the City. The sources of this funding will include the difference between the contractors cost for the Base project and the original funding for the project or additional funding becoming available regardless of source. Based on the amount of available funds, City shall select from the City's list of prioritized projects as submitted in the Proposal, specific Value Added Enhancements as a City Initiated Change by issuing a Change Request. If the Change Request is issued within 90 days of the Bid, the price submitted with the proposal will be used as the cost basis. If the Change Request is issued after the 90 days, contractor may request price and schedule changes to reflect actual changed condition. Contractor will provide full justification of each change. City shall have the right to approve or deny. If the parties are not able to develop a mutual agreeable cost and schedule change order, City at its option may proceed with Change Directive or elect to not undertake the work under this agreement.

SC-47 Defense and Indemnification

General Condition 1602, INDEMNIFICATION, is modified to read in full as follows:

1602 DEFENSE AND INDEMNIFICATION

- (a) To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees 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 Contract 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) Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Contractor is not named as a Defendant.
- (c) Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to

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

- (d) Insurance coverage requirements specified in this Contract 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 Contract.

EXHIBIT H

Contractor's Compliance Plan

Incorporated herein by reference upon City acceptance

EXHIBIT I

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

11/15/2013

DATE (MM/DD/YYYY)
5/13/2013

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER LOCKTON COMPANIES, LLC 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Federal Insurance Company	NAIC # 20281
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 12352011** **REVISION NUMBER: XXXXXXXX**

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	71643738	11/15/2012	11/15/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

CERTIFICATE HOLDER 12352011 City and County of Denver Attn: Contracting Agency/Department 1721 W. Bayaud Ave Denver CO 80223	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF LIABILITY INSURANCE

12/31/2013

DATE (MM/DD/YYYY)
5/13/2013

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES, LLC 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Federal Insurance Company		20281
INSURER B: Aspen Specialty Insurance Company		10717
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 12352007 REVISION NUMBER: XXXXXXXX

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	N	36003752	12/31/2012	12/31/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	N	7357-87-68	12/31/2012	12/31/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	79886630	12/31/2012	12/31/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
B	Contractors Professional Protective Pollution Liab	N	N	ERAC60113	12/31/2012	12/31/2013	\$3,000,000 Per Incident \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES //(Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
The City and County of Denver, its elected and appointed officials, employees and volunteers are named as additional insured with regards to the Commercial General Liability policy and the Business Auto Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

12352007

City and County of Denver
Attn: Contracting Agency/Department
1721 W. Bayaud Ave
Denver CO 80223

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

5/7/2013

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.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER Robins Insurance Agency, Inc 30 Burton Hills Blvd Suite 300 P.O. Box 150437 Nashville TN 37215-6140	CONTACT NAME: Karen Garrison PHONE (A/C No. Ext): (615) 665-9200 E-MAIL ADDRESS: kgarrison@robinsins.com PRODUCER CUSTOMER ID: 00029854	FAX (A/C No.): (615) 665-9207
	INSURER(S) AFFORDING COVERAGE	
INSURED TruStar Energy LLC. 7970 Cherry Avenue Suite 301 Fontana CA 92336	INSURER A: Travelers Property & Casualty NAIC # 36161	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CP135702143 **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Loc#: 00001, 7970 Cherry Avenue, Suite 301, Fontana, CA, 92336
 Includes any and all premises

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
A	PROPERTY	QT-660-6C45685A-TIL-12	12/14/2012	12/14/2013	BUILDING	\$	
	CAUSES OF LOSS				DEDUCTIBLES	<input checked="" type="checkbox"/> PERSONAL PROPERTY	\$ 500,000
	BASIC				BUILDING	<input checked="" type="checkbox"/> BUSINESS INCOME	\$ 100,000
	BROAD				CONTENTS	<input checked="" type="checkbox"/> EXTRA EXPENSE	\$ Included
	<input checked="" type="checkbox"/> SPECIAL				5,000	RENTAL VALUE	\$
	EARTHQUAKE					BLANKET BUILDING	\$
	WIND					BLANKET PERS PROP	\$
	FLOOD					BLANKET BLDG & PP	\$
							\$
							\$
A	<input checked="" type="checkbox"/> INLAND MARINE	TYPE OF POLICY	12/14/2012	12/14/2013	<input checked="" type="checkbox"/> Installation Floater:	\$ 2,000,000	
	CAUSES OF LOSS	Installatin Floater			<input checked="" type="checkbox"/> Temp Storage:	\$ 100,000	
	NAMED PERILS	POLICY NUMBER			<input checked="" type="checkbox"/> Transit:	\$ 100,000	
	<input checked="" type="checkbox"/> All Risk	QT-660-6C45685A-TIL-12			<input checked="" type="checkbox"/> Deductible:	\$ 5,000	
	CRIME				\$		
	TYPE OF POLICY				\$		
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN				\$		
A	Marine Floater - Schedule Property	QT-660-6C45685A-TIL-12	12/14/2012	12/14/2013	<input checked="" type="checkbox"/> PFS/Trlrs. Total Limit:	\$ 600,000	
	All Risk including Theft				<input checked="" type="checkbox"/> Deductible:	\$ 5,000	

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The City and County of Denver, Contractor, and sub-contractors are Named as an Additional Insured ATIMA

CERTIFICATE HOLDER City and County of Denver Central Platte Campus 1721 W. Bayaud Avenue Denver, CO 80223	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Bruce Robins/KMG

EXHIBIT J

Executed Bond and Surety Letter

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

Bond No. SU24037

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned **TruStar Energy, LLC**, a corporation organized and existing under and by virtue of the laws of the State of Delaware, hereafter referred to as the "Contractor", and Aspen American Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of Texas, and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", in the penal sum of **(\$2,456,345.00) TWO MILLION FOUR HUNDRED FIFTY SIX THOUSAND THREE HUNDRED FORTY FIVE DOLLARS AND NO CENTS** (\$2,456,345.00) lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has entered into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete the construction of the **FLEET MANAGEMENT CNG VEHICLE FUELING INFRASTRUCTURE, The Central Platte CNG Facility** project, in Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

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

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

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

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

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

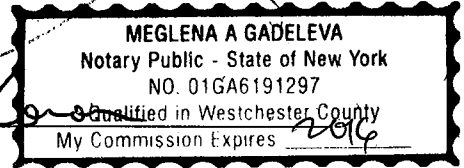
IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 11th day of May, 20 13.

Attest:

[Signature]
Secretary

TruStar Energy LLC
Contractor

By: [Signature]
President



Aspen American Insurance Company
Surety

By: [Signature]
Arthur L. Colley, Attorney-In-Fact

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

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

By: [Signature]
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF
DENVER

By: [Signature]
MAYOR

By: [Signature]
MANAGER OF PUBLIC WORKS



Aspen American Insurance Company
175 Capital Boulevard, Rocky Hill, CT 06067

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: Arthur L. Colley; Nicole M. Colley; Bonnie T. Atnip of Nielson, Colley & Associates its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppi, Executive Vice President, Scott Sadowsky, Senior Vice President, James Mercier, Senior Vice President, Mathew Raino, Vice President, Scott Mandeville, Vice President and Ryan Field, Assistant Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.


IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 13th day of January, 2012.

Aspen American Insurance Company

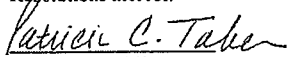
STATE OF CONNECTICUT

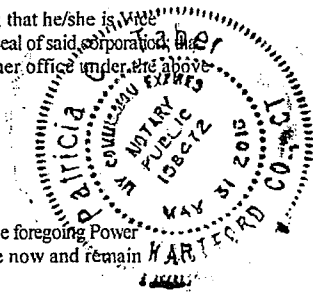
SS. ROCKY HILL

COUNTY OF HARTFORD


Mathew Raino, Vice President

On this 13th day of January, 2012 before me personally came Mathew Raino to me known, who being by me duly sworn, did depose and say; that he/she is, Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation, the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.


Notary Public
My commission expires: 5/31/2016




CERTIFICATE

I, the undersigned, Mathew Raino of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this ___ day of _____, _____



By:  Name: Mathew Raino, Vice President

* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email: Patricia.Taber@aspenspecialty.com



Denver Public Works

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

201 West Colfax Ave, Dept 614
Denver, CO 80202
www.work4denver.com

**PERFORMANCE AND PAYMENT BOND
SURETY AUTHORIZATION**

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

RE: **TruStar Energy, LLC**

Project Name: **Fleet Management CNG Vehicle Fueling Infrastructure**
Contract Amount: **\$2,456,345.00**
Performance and Payment Bond No.: **SU24037**

Dear Assistant City Attorney,

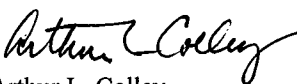
The Performance and Payment Bonds covering the above captioned project were executed by this agency, through Aspen American Insurance Company, on May 9, 2013.

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

If you should have any additional questions or concerns, please don't hesitate to give me a call at 704-362-3991.

Thank you.

Sincerely,
Aspen American Insurance Company


Arthur L. Colley
Attorney-in-Fact