

# ON-CALL LANDSCAPE IMPROVEMENTS AND IRRIGATION CONSTRUCTION SERVICES

CONTRACT NO. 201204312

## CONTRACT AND AGREEMENT

**THIS CONTRACT AND AGREEMENT**, made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", party of the first part, and **AMERICAN CIVIL CONSTRUCTORS, INC.**, with an address of 4901 South Windermere Street, Littleton, Colorado 80120, hereinafter referred to as the "**GENERAL CONTRACTOR**", party of the second part.

### RECITALS:

1. The City has identified a need for highly qualified landscape improvement and irrigation construction general contractors to perform, as assigned, discrete projects at Parks and Recreation facilities on an "on-call" or "as needed" basis (the "Program"). Program work may include, without limitation, grading, drainage, concrete and asphalt pavements, concrete curbing, landscaping, lawns, and irrigation depending upon the scope of the "Projects" assigned ("Projects(s)").

2. Pursuant to 20-56 of the Denver Revised Municipal Code, the City commenced on October 17, 2011 and advertised for at least three (3) consecutive days, a solicitation for proposals from qualified general contractors to perform under this Program.

3. The City's solicitation sought on-call general contractors with construction management, supervision and coordination experience and expertise to furnish all construction services, including all work effort, labor, tools, supplies, manufactured components, equipment, materials, and everything else necessary or required to perform each Project assigned under the Program, within limited time periods and limited budgets.

4. The City's solicitation also sought general contractors that share 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 construction services.

5. Proposals received pursuant to said advertisement were reviewed, evaluated and ranked by a selection committee and a recommendation was made to the Manager of Public Works, who determined that a contract for the performance as part of the Program be made and entered into with the above named General Contractor.

6. The City and the General Contractor now desire to enter into an On-call Landscape Improvements and Irrigation Construction Services Contract for the performance of construction services as part of the Program.

7. The General Contractor is willing, able and has the present capacity to perform all construction services, as an independent contractor, required by the Program, in accordance with this Construction Contract, said advertisement and the referenced selection documents.

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

## **1.0 PROGRAM REQUIREMENTS AND PROCEDURES:**

**1.1 On-Call Program.** The “Program” is the City’s On Call Landscape Improvements and Irrigation Construction Services Program to perform discrete projects at Parks and Recreation facilities, as assigned by the City in accordance with the terms and conditions of this On-call Landscape Improvements and Irrigation Construction Contract (“Construction Contract” or “Contract”). The Program shall consist of, as yet undetermined “Projects” that will likely involve, without limitation, grading, drainage, concrete and asphalt pavements, concrete curbing, landscaping, lawns, and irrigation work on an “as needed” basis. No Project awarded under this Construction Contract shall exceed Four Hundred Thousand Dollars (\$400,000.00). Work on any assigned Project may require completion within a short time duration or may be of an emergency or time sensitive nature and prompt turnaround of Projects will be required. As such the Contractor shall have all necessary resources available, on an as needed basis, to complete each such Project when directed by the City during the Term of the Contract, in accordance with the terms and conditions of this Contract.

For each Project identified by the City for performance as part of the Program, the City will solicit proposals from each of the “Program Contractors” contracted for by the City to perform construction services under the Program or shall otherwise assign Projects as provided for in this Contract. Each Program Contractor shall timely and in good faith submit a proposal or pricing to perform the Project “Work” in accordance with each solicitation and the terms and conditions of these Contract Documents. Each solicitation shall, in addition to any Project “Contract Drawings” and “Technical Specifications” appropriate to the Work for each Project, include a “Contract Amount”, “Contract Time” and “Liquidated Damages” amount to perform the specified Project “Work”, as all of those terms are defined in the City’s Standard Specifications for Construction, General Contract Conditions (2011 Edition) (incorporated by reference only as **Exhibit A**) (hereinafter referred to as the “General Conditions”).

**1.2 Program Format.** The City has selected and contracted with multiple highly qualified and capable irrigation and landscape contractors, including the General Contractor named above, to perform assigned Projects identified, programmed, scoped and designed by the City (the “Program Contractors”).

**1.3 Project Assignment to Program Contractor.** The City will assign identified Projects hereunder either by: issuance of a Project Proposal Solicitation to each Program Contractor; (2) Issuance of a Project Proposal Solicitation to a single Program Contractor for any Project with an estimated cost at or below Fifty Thousand Dollars (\$50,000.00); or (3) Issuance of an Emergency Repair Directive, all as provided for herein.

**1.3.1 Project Proposal Solicitation.** For any identified Project, the City may initiate a Project Proposal to select a Program Contractor to perform the Project utilizing the following procedure.

**1.3.1.1** As the need arises and funding is identified, the City will initiate a Project specific proposal solicitation to perform the required Project. Each Project solicitation shall be conducted in accordance with and governed by the Project Proposal Solicitation Instructions attached hereto as **Exhibit B**. For each solicitation, the City will issue to each Program Contractor, including the General Contractor, sequential “Project Proposal Solicitation” for the proposed Project Work in the form attached hereto and incorporated herein as **Exhibit C**. The Solicitation will include a detailed explanation of the specific scope of work for the Project utilizing “Project Specific Drawings” and “Project Specific Technical Specifications”; the specific terms and conditions under which such Work must be performed; and other pertinent materials (the “Work” or “Scope of Work”). Solicitations will generally include a “Contract Time” and “Liquidated Damages” amount.

**1.3.1.2** Upon receipt of each numbered Project Proposal Solicitation, the General Contractor shall thoroughly review the proposed Work and promptly prepare, in good faith, and submit to the City, at the time and place designated in the Solicitation, a sealed formal Project Proposal to furnish everything necessary for and required to do, perform and timely complete all of the Project Work described, drawn, set forth, shown and included in the Solicitation including, but not limited to, all labor, all tools, supplies, equipment, and materials. Each Project Proposal shall be submitted on the form attached hereto and incorporated herein as **Exhibit D**. Failure or refusal to timely and in good faith submit a complete and thorough Project Proposal which complies with the requirements of each Solicitation may be deemed, in the City’s sole discretion, grounds for termination of the Construction Contract in accordance with G.C. 2201 of the General Conditions.

**1.3.1.3** The following general requirements shall apply to each Solicitation:

- (1) Prior to submitting each Pricing Proposal, the General Contractor shall inspect the work site and its surroundings.
- (2) Although the Contractor is not required to make such an inspection before proposing, for purposes of the Pricing Proposal it shall be conclusively presumed that by failing to make such an inspection, the General Contractor has waived the right to later claim additional compensation or time extensions for conditions which the General Contractor could have discovered had the site been inspected.
- (3) The General Contractor recognizes that any Project Specific Drawings or Technical Specifications, defining the scope of Work to be done, may contain errors. In view of this, the General Contractor is invited to make additional investigations it believes are necessary.
- (4) Since the Project Proposal Solicitation information cannot be guaranteed, the General Contractor shall have assumed the risks attendant to successful performance of the Scope of Work and shall not make a 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 Contractor at the time of pricing.

**1.3.1.4** The City will then evaluate each of the submitted Project Proposals and award the Project to the lowest, responsive, responsible, qualified Program Contractor by issuance of a Work Order. The Work Order shall incorporate both the Project Proposal Solicitation (including all referenced or attached documents) and the Project Proposal. Each Work Order issued will be in the form attached hereto and incorporated herein as **Exhibit E**. The City expressly reserves the right, as part of this evaluation period, to undertake any Scope of Work confirmation with the Program Contractors appropriate to the Project, including seeking further clarification or definition of the Work with any or all Program Contractors. In its sole discretion, the City reserves the right to reject any or all proposals, modify and re-propose each Project, waive any informalities, or permit the correction of clerical errors. Further, The City reserves the right to issue such a Work Order, at the price and under the terms of the Program Contractor's Project Proposal, at any time before the expiration of sixty (60) consecutive calendar days from the date the pricing submittal was received by the City, without any claim for additional compensation. If no Work Order is issued and the low Project Proposal is not rejected within this period, the proposal and all Program Contractor Pricing Proposals shall be deemed rejected by the City.

**1.3.2 Emergency Repairs.** All other provisions of this Agreement notwithstanding, the General Contractor acknowledges and accepts that the City may require that the General Contractor perform emergency parks repair services immediately after notification, by issuance of an "Emergency Repair Directive" from the City. Where possible, the Emergency Repair Directive shall include a not to exceed amount which the City may adjust with notice to the Contractor as the Work proceeds.

**1.3.2.1** Because of the urgent nature of such emergency repair services, the Contractor agrees to mobilize resources adequate to address any "Emergency Repair Directive," issued by the City within four (4) hours of receiving notice, either verbal or written, from the Project Manager or other authorized City representative. In effecting such emergency repairs, the General Contractor shall track and document all costs incurred and report such costs to the City for City review and verification.

**1.3.2.2** The urgent nature of such services requires that the General Contractor initiate, with adequate forces and equipment at the site, all Emergency Repair Directives. Should the General Contractor fail to commence work within four (4) hours of notice, the General Contractor shall become liable to the City and County of Denver for liquidated damages, and not as a penalty, at the rate of **Fifty Dollars (\$50.00)** for each consecutive hour after such notice that the General Contractor fails to commence repairs or other Work in accordance with such directive.

**1.3.2.3** Work Orders for the emergency services performed will be prepared after the emergency work has been completed and shall be based on actual documented cost of the work. Emergency repair work will be paid at the actual verifiable cost plus **Fifteen percent (15%)**. Any subsequent work performed related to the Emergency Repair Directive, but not under an Emergency Repair Directive, shall be paid at negotiated sums memorialized in a subsequent Work Order in accordance with the applicable provisions of this Contract.

**1.3.3** The fully executed Work Order for the specific Project Work will authorize the Project Work under the terms and conditions set forth therein, upon the appropriation and encumbrance of the full amount of funds required to compensate the General Contractor for the Work identified in the Work Order. In the event the City elects, at its sole discretion, to issue a

Work Order pursuant to its Solicitation, the General Contractor agrees to and shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete all of the Work described in any Work Order, including but not limited to all labor, tools, supplies, equipment, and materials. Further, the General Contractor agrees to perform and complete each issued Work Order within the period of performance specified in the Work Order and Notice to Proceed, plus such extensions of time as may be granted by the Manager in accordance with the provisions of the Contract and General Conditions incorporated herein.

**1.3.4** Following issuance of a Work Order, the Project Manager shall issue a Work Order Notice to Proceed for the Project and the Contractor shall have ten (10) consecutive calendar days from the date of Notice to Proceed to commence with the Work and prosecute it to conclusion in accordance with the terms and conditions of the Work Order and the Contract Documents. Each Work Order Notice to Proceed issued will be in the form attached hereto and incorporated herein as **Exhibit F**.

**1.3.5** The City agrees to pay the Contractor for the Work completed pursuant to an authorized Work Order in accordance with this Contract and the General Conditions. In no event, however, shall the total amount of compensation paid to the Contractor by the City exceed the maximum contract amount specified herein. During the course of the Work on each Work Order, the Contractor shall submit regular pay applications in accordance with the terms of this Contract and the General Conditions. The City shall issue payment for all Work satisfactorily completed in accordance with the terms and conditions of the Contract Documents.

**1.3.6** If additions, deletions or other modifications to the scope of Work defined in the Work Order are required or desired by the City on a particular Project authorized by Work Order, a Work Order Change will be issued in accordance with the terms of this Contract and the General Conditions.

**1.3.7** Upon satisfactory completion and final acceptance of each Work Order in accordance with this Contract and the General Conditions, a Work Order Final Receipt will be issued and final payment for the Work Order will be made in accordance with the Contract Documents. Each Work Order Final Receipt issued will be in the form attached hereto and incorporated herein as **Exhibit G**.

**1.3.8** It is possible that more than one Work Order may be issued and under construction at the same time and the General Contractor will carefully consider and account for all costs associated with the supervision, administration, coordination and prosecution of multiple Work Orders in preparing each Pricing Proposal. The General Contractor shall not be entitled to any additional compensation for performance on multiple Work Orders at the same time.

**1.3.9** Nothing contained herein shall be construed by the Contractor as promise or guarantee of any minimum amount of Work, Work Orders or compensation hereunder.

**1.3.10** Upon written notification from the City to the Contractor that no further Work Orders will be issued hereunder and the completion of final close-out for any previously issued Work Orders in accordance with all Work Order close out procedures specified herein, the Contract shall proceed to final close-out. The Contractor agrees to comply with all applicable Contract close-out procedures and requirements set forth in the Contract Specifications. In

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

**1.4 Application of General Conditions to Each Work Order.** The General Contract Conditions shall generally apply to this On Call Construction Contract as if incorporated separately for the Work of each Work Order issued hereunder and as supplemented by the following:

**1.4.1 General** Certain provisions, terms and conditions included in the General Contract Conditions either will not apply or will apply on a Work Order by Work Order basis rather than an overall Contract basis.

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

**1.4.3 Performance And Payment Bond** Title 15 of the General Conditions shall generally apply to this Contract as supplemented by the following:

A Performance and Payment Bond, in the form attached hereto as **Exhibit H**, and in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) shall be furnished covering all Work performed hereunder.

**1.4.4 Work Order Notice to Proceed** GC-302 of the General Conditions shall generally apply to this Contract as supplemented by the following:

A Work Order Notice to Proceed, in the form included in these Contract Documents for that particular Work Order, will be issued by the Manager at such time as the Work Order is executed by the Contractor and all designated City officials. Until a Work Order Notice to Proceed is issued, the City shall have no obligation to compensate the Contractor for Work performed.

The Contractor shall commence the Work in accordance with that particular Work Order within ten (10) consecutive calendar days of the date of the Work Order Notice to Proceed, and the Contractor shall prosecute the Work to be accomplished under the Work Order at such time and place as the Work Order directs and shall fully complete in every detail all specified Work in accordance with the terms and conditions of the Work Order and the provisions of these General Contract Conditions and Special Contract Conditions, within the period of performance specified in the Work Order, plus such extensions of

time as may be granted by the Manager in accordance with the provisions of this Contract.

**1.4.5 Liquidated Damages** Title 6 of the General Conditions shall generally apply to this Contract as supplemented by the following:

The Contract Time, as that term is defined under the General Conditions, shall be separately set out in each Work Order. Should the Contractor fail to complete all Work within the Contract Time allocated under that Work Order, the Contractor shall become liable to the City and County of Denver for liquidated damages on that Project, and not as a penalty, at the rate of Five Hundred Dollars (\$500.00) 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, unless a greater or lesser amount is provided for in the authorized Work Order.

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

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

**1.4.6 Subcontracts** Title 5 of the General Conditions shall generally apply to this Contract as supplemented by the following:

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.

**1.4.7 Progress Payments for Work Orders** Title 9 of the General Contract Conditions shall apply to this Contract as supplemented by the following:

**1.4.7.1** With respect to any Work Order issued hereunder, the terms and conditions of Title 9 shall apply to each Work Order as if such Work Order were a separate Contract. Progress and final payments shall issue upon submission of a Work Order Pay Application. Each Work Order Pay Application will be submitted in a form approved by the Project Manager.

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

<u>Agency/Firm</u>	<u>Name</u>	<u>Telephone</u>
Public Works	Jim Barwick	720.913.4535
Parks and Recreation	Project Manager	Various

**1.4.7.3** In accordance with General Contract condition 907, RELEASES AND CONTRACTORS CERTIFICATION OF PAYMENT, Applications for Payment must be accompanied by a completed Final/Partial Lien Release Form (attached hereto and incorporated

herein as **Exhibit I**), as appropriate, from EACH subcontractor and supplier, OR the Contractor's On-Call Work Order Certification of Payment Form, submitted in the form attached hereto and incorporated herein as **Exhibit J** and subject to the following requirements:

- (1) Each estimate of Work completed for each Work Order shall contain a list of subcontractor and material invoices for all subcontractors and suppliers and shall be based on the approved schedule of values certified by the Project Engineer/Manager or the Consulting Architect or Engineer, as appropriate. Each submittal estimate must specify the percent of the Work complete.
- (2) Each estimate of Work completed for each Work Order shall specifically identify those M/WBE Subcontractors or Suppliers that the Contractor is utilizing on the Project pursuant to the requirements of Article VII, Division 1 of Chapter 28, of the D.R.M.C.
- (3) Each estimate of Work for each Work Order completed shall be accompanied by either duplicate sets of verified Contractor's Certifications of Payment, in the form included in these Contract Documents, or by verified Partial Release of Contractor forms from each subcontractor and supplier, also in the form included in these Contract Documents. Each estimate of Work for each Work Order completed shall also be accompanied by:
  - a. A written schedule of values, which set out the quantities and costs for the Project; and
  - b. The Project Engineer/Manager's, or as applicable, Consulting Architect/Engineer's estimated statement of the percentage of Work completed for each line item of cost for which the Contractor seeks payment. The Contractor shall also submit to the Auditor and other appropriate officials of the City, in a timely fashion, all information required by the General Contract Conditions.
- (4) Each estimate of the percentage of Work completed shall constitute a representation by the Contractor to the City that the Work has progressed to the point indicated; that the quality of the Work covered by the estimate is in accordance with the Contract Documents; that each obligation covered by the estimate (except as otherwise noted) and the payments required will be used to discharge such obligation unless previously discharged; and that the Contractor is entitled to payment in the amount requested. The Project Engineer/Manager or the Consulting Architect/Engineer, as appropriate, with the assistance of input from the Project Manager, in the event that such has been retained, will also verify and certify the estimate prior to acceptance by the City.
- (5) By submitting an application for payment, the Contractor further warrants that:
  - a. Title to Work covered by each submitted estimate of Work completed will pass to the City by incorporation into the completed Work;



- b. Work covered by previous estimates of Work completed is free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as “liens” except for any interest created by retainage; and
  - c. No Work covered by any estimate of Work completed will have been acquired by the Contractor, or any other person or entity performing Work at the Work site or furnishing materials or equipment for the Project and that no Work covered by any estimate is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person or entity.
- (6) Approval of an estimate of Work completed or actual payment by the City shall not foreclose the right of the City to examine the books and records of the Contractor to determine the correctness and accuracy of any estimate item.
  - (7) The terms and conditions regarding retainage contained in General Contract Condition 908 shall apply separately to payments made under each and every Work Order issued hereunder. Moreover, applications for a reduction in retainage must be accompanied by Partial Release of Liens form from each subcontractor or supplier, in the form included in these Contract Documents immediately after this provision.
  - (8) 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.
  - (9) Receipt of Contractor’s Certification of Payment or Partial Release of Liens form by the City hereunder shall not act to impair the City’s obligations imposed by C.R.S. 38-26-107 or successor statute.
  - (10) If the Contractor disputes a subcontractor or supplier entitled to a portion of the previous month’s payment, the Contractor need not submit a Contractor’s Certificate of Payment or Partial Release of Liens form from such subcontractor and/or supplier. However, in lieu of such submittal, the Contractor shall submit to the City a copy of a written communication from the Contractor to such subcontractor and/or supplier explaining the Contractor’s determination not to render payment to such subcontractor or supplier, together with proof of service of such written communication upon such subcontractor or supplier.

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

In accordance with all terms and conditions provided for standard change orders under Title 11 of the General Contract Conditions, the City may issue Work Order Changes providing for deletions, additions and modifications to the Work under a duly issued Work Order. Work Order Changes must be issued on the Work Order Change Form, in the form attached hereto and incorporated herein as **Exhibit K**. Changes will be based on pricing prepared in the same manner as a Project Proposal and under the terms and

conditions for issuance of a Change Order contained in the General Conditions. The Work Order Change will identify any increase or decrease in the cost, change in the period of performance and any other modifications to the performance requirements for that particular Work Order.

#### **1.4.9 Defense and Indemnification**

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

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

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

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

(e) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

**1.4.10 Indemnity and Insurance** The following conditions shall apply to this Contract, on a Work Order by Work Order basis, as supplemented by the following:

**1.4.10.1 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 be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties 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.

**1.4.10.2 Proof of Insurance.** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Contractor certifies that the certificate of insurance attached as **Exhibit N**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of 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.

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

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

**1.4.10.5 Subcontractors and Subconsultants.** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

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

**1.4.10.7 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.

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

**1.4.10.9 Additional Provisions.** (a) For Commercial General Liability and Excess Liability, the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are in excess of policy limits;
- (ii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
- (iii) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(b) For claims-made coverage:

- (i) The retroactive date must be on or before the Contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(c) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**1.4.11 Construction Inspection by the City** General Condition 1702, AUTHORITY OF INSPECTORS, is modified as follows:

**1702.1** Persons who are employees of the City or who are under contract to the City or the City as lessee will be assigned to inspect and test the Work. These persons may perform any tests and observe the Work to determine whether or not designs, materials used, manufacturing and construction processes and methods applied, and equipment installed satisfy the requirements of the drawings and specifications, accepted Shop Drawings, Product Data and Samples, and the General Contractor's warranties and guarantees. The General Contractor shall permit these inspectors unlimited access to the Work and provide means of safe access to the Work, which cost shall be included as a Cost of the Work without any increase to the Guaranteed Maximum Price. In addition, General Contractor shall provide whatever access and means of access are needed to off-site facilities used to store or manufacture materials and equipment to be incorporated into the Work and shall respond to any other reasonable request to further the inspector's ability to observe or complete any tests. Such inspections shall not relieve the General

Contractor of any of its quality control responsibilities or any other obligations under the Contract. All inspections and all tests conducted by the City are for the convenience and benefit of the City. These inspections and tests do not constitute acceptance of the materials or Work tested or inspected, and the City may reject or accept any Work or materials at any time prior to the inspections pursuant to G.C. 2002, whether or not previous inspections or tests were conducted by the inspector or a City representative.

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

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

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

Upon Substantial Completion of all Work performed under each Work Order in accordance with the Contract Documents, final close-out for that Work Order shall be made in accordance with the terms and conditions of Title 9 and 20 of the General Contract Conditions.

**1.5 Maximum Contract Amount and Term.** The Maximum Contract Amount to be paid by the City to the Contractor for all Work performed under this Contract shall in no event exceed the sum of **One Million Five Hundred Thousand Dollars (\$1,500,000.00)**, unless this Contract is modified to increase said amount by a duly authorized, written contract amendment mutually agreeable to and executed by the parties hereto. The term of this Agreement shall be from January 14, 2012, and will expire on January 13, 2015, unless extended by mutually agreeable contract amendment initiated at the sole discretion of the City. Each project will be assigned and authorized separately and no authorized Project cost will exceed Four hundred thousand Dollars and No Cents (\$400,000.00).

**2.0 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 Contract and Agreement between the parties hereto, and they are as fully a part of this Contract and Agreement as if they were set out verbatim and in full herein. This Contract, the Contract Documents and all subsequently issued Work Orders represent the entire and complete integration of all understandings between the City and the General Contractor and supercede 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.

Exhibit A - General Contract Conditions (incorporated by reference only)

Exhibit B – Project Proposal Solicitation Instructions

Exhibit C – Project Proposal Solicitation Form

Exhibit D – Project Proposal Form

Exhibit E – Work Order Form

Exhibit F – Work Order Notice to Proceed

Exhibit G -- Work Order Final Receipt

Exhibit H – Performance and Payment Bond

Exhibit I – Final/Partial Lien Release Form

Exhibit J – Certification of Payment Form

Exhibit K – Work Order Change Form

Exhibit L – Prevailing Wage Rate Schedule

Exhibit M – Technical Specifications/Denver Parks and Recreation Planning, Design and Construction Standards (as updated) (incorporated by reference only)

Exhibit N – Certificate of Insurance Form

**2.1** If anything in the Contract Documents is inconsistent with this Construction Contract, this Construction Contract will govern. The order of precedence of the Contract Documents shall be as follows:

**2.1.1** this Construction Contract, as may be modified by change orders;

**2.1.2** the General Contract Conditions;

**2.1.3** the Construction Specifications referenced;

**2.1.4** any Technical Specifications;

**2.1.5** each fully executed Work Order;

**2.1.6** each set of Project Specifications;

2.1.7 each set of Project Contract Drawings; and

2.1.8 all other Exhibits.

2.2 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 each Work Order. The Work Order and 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 Work Order or Contract Documents will be required unless they are not consistent with the Work Order or Contract Documents and are not inferable from the Work Order or the Contract Documents as being necessary to produce the result intended by the Work Order. Anything mentioned in the Project Specifications and not shown on the Project Drawings, or shown on the Project Drawings and not mentioned in the Project Specifications for any Work Order, 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 any Work Order or the Contract Documents in accordance with such recognized meaning.

2.3 It is contemplated by the parties that numerous sequential Work Orders with attachments, including construction documents and technical specifications will be attached as Work Orders are executed and, as such, are incorporated by reference and made a part of the Contract Documents subsequent to execution of this Construction Contract. The incorporation of such Work Orders shall be accomplished by execution and issuance of each Work Order by the City.

2.4 Where reference is made in this Construction 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.

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

*Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS,  
City and County of Denver  
(The Index for which is bound herein)*

*Colorado Department of Transportation "Standard Specifications for Road and Bridge Construction" (Sections 200 through 700 of the 2005 Edition).*

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

*Traffic Barricade Manual, City and County of Denver,  
(Published August 1, 1992)  
(1999 Edition)*

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

*Building Code of the City and County of Denver*

(International Building Code 2003 Series, City and County of Denver Amendments 2004)

*National Fire Protection Association Standards*

(As referenced in the Building Code of the City and County of Denver)

*Wastewater Management Division – Detail and Technical Specifications for Storm and Sanitary Construction.*

The aforementioned documents are available for review at the Capital Projects Management Office, 201 W. Colfax Ave., Dept. 506, (5<sup>th</sup> floor), Denver, CO 80202. *The Standard Specifications for Construction*, GENERAL CONTRACT CONDITIONS, *City and County of Denver*, and the *Standards and Details for the City and County of Denver* are available for purchase at the Cashier, 2<sup>nd</sup> floor at 201 W. Colfax Ave., Denver, Colorado 80202.

### **3.0 RELATIONSHIP OF THE PARTIES:**

**3.1** The parties intend herein to establish a relationship wherein the City relies upon the integrity and fidelity of the General Contractor to complete each Project within the time and budget constraints set forth in this Construction Contract and each Work Order 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.

**3.2** The General Contractor accepts the relationship of trust and confidence established by this Construction Contract with the City. The General Contractor further agrees to utilize the General Contractor's best skills, efforts, and judgment in furthering the interests of the City regarding each 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 General Contractor agrees to furnish efficient business administration, construction management and superintendence and to use its best efforts to complete the Work of each Project in an expeditious and economical manner, consistent with the interests of the City.

**3.3** The City will have a separate agreement with the Design Consultant to design each Project and to provide construction contract administration services necessary to ensure that the Project Work conforms to the Project Drawings and Project Specifications. Both the General Contractor and the Design Consultant shall be given direction by the City, or the City's designated and authorized representative(s). The Contract Documents shall not be deemed to create any contractual relationship between the Design Consultant and the General Contractor or any separate contractors, subcontractors of any tier or suppliers on each Project. The relationship between the General Contractor and the Design Consultant is intended to be cooperative and proactive, with both participating on the same team with the City.

**3.4** The General 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.



**City Delegation Of Authority.** With reference to G.C. 212, CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Manager delegates, for each Project, to the Project Manager specified in each Work Order the authority necessary to undertake the responsibilities identified as the responsibilities of the Deputy Manager and the Project Manager under this Contract. Additionally, the General Contractor's questions concerning the Project Drawings and Specifications shall be directed to the identified Project Manager for each Project.

#### **4.0 COORDINATION AND COOPERATION:**

**4.1** The General Contractor agrees to cooperate and coordinate fully with the City in its performance of the Work on each Project 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.

**4.2** The General Contractor shall, as a continuing work item under this Construction Contract, facilitate coordination, communication and cooperation regarding its performance hereunder between the City's Department of Parks and Recreation ("Parks and Recreation"), each Project Manager, each Design Consultant, the User Agency, other City consultants and any affiliated entities. In addition, the General Contractor shall coordinate its efforts under this Construction Contract with all involved governmental and regulatory entities.

**4.3** The General Contractor shall be responsible for taking accurate and comprehensive minutes at all Project Construction meetings attended by the General Contractor regarding each Project. Those minutes shall be prepared in a format approved by each 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 each Project Manager and to the greatest extent practicable, Project meetings with the City shall be conducted in the City and County of Denver, Colorado.

**4.4** Nothing contained in the Contract Documents shall be deemed to give any third party any claim or right of action against the City, the Design Consultant or the General Contractor that does not otherwise exist without regard to the Contract Documents.

#### **5.0 DISPUTE RESOLUTION:**

It is the express intention of the parties to this Construction Contract that all disputes of any nature whatsoever regarding the Construction Contract including, but not limited to, any claims for compensation or damages arising out of breach or default under this Construction 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 General 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 General Contractor, notwithstanding any other claimed theory of entitlement on the part of the General Contractor or its Subcontractors or Suppliers.

## **6.0 ADDITIONAL PROVISIONS:**

**6.1 No Discrimination in Employment.** In connection with the performance of the Work under this Construction Contract, the General 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 General Contractor further agrees to insert the foregoing provision in all subcontracts hereunder. Further, the General Contractor agrees to comply with the provisions of Section 28-45 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 each Project.

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

**6.3 Minority and Women Business Enterprise (M/WBE) Requirements.** This Construction Contract is subject to all applicable provisions of Divisions 1 and 3 of Article III, of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 – 28-36 and 28-52 – 28-90 D.R.M.C. and referred to in this Contract as the “M/WBE Ordinance”. In accordance with the requirements of the M/WBE Ordinance, the Contractor is committed to, at a minimum, meet the participation goal of ten percent (10%) established for this Project utilizing properly certified M/WBE subcontractors and suppliers. In addition to the applicable provisions of the M/WBE Ordinance, the Contractor agrees, as an express condition of its performance hereunder, to comply with the requirements of any approved M/WBE Compliance Plan. Such plan shall, at a minimum, include a narrative regarding compliance with the goal; a list of committed M/WBE participants along with dollar and percent participation for each evidencing compliance with the overall goal, and fully executed letters of intent for each listed participant, all in a form satisfactory to the City. Without limiting the general applicability of the foregoing, the Contractor acknowledges its continuing duty, pursuant to Sections 28-72, 28-73 and 28-75 DRMC and the M/WBE Program, to meet and maintain throughout the duration of this Construction Contract its participation and compliance commitments and to ensure that all Subcontractors subject to the M/WBE Ordinance or the M/WBE Program also maintain such commitments and compliance. Failure to comply with these requirements may result, at the discretion of the Director of the Division of Small Business Opportunity (“DSBO”), in the imposition of sanctions against the Contractor in accordance with Section 28-77, DRMC. Nothing contained in this Paragraph or in the referenced City ordinance shall negate the City’s right to prior approval of Subcontractors, or substitutes therefore, under this Construction Contract.

**6.4 Compliance with Wage Rate Requirements.** In performance of all Work hereunder, the General 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 Construction 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 Construction Contract shall be the most current schedule available at the time the General Contractor executes this Construction Contract and such schedule is attached hereto and incorporated herein as

**Exhibit L.** 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 L).

**6.5 Disposal of Non-Hazardous Waste at DADS.** In accordance with the Landfill Agreement made between the City and Waste Management of Colorado, Inc., proposers 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 proposer shall be responsible for the costs of transporting the loads. Non-hazardous waste is defined as those substances and materials not defined or classified as hazardous by the Colorado Hazardous Waste Commission pursuant to C.R.S. §25-15-207, as amended from time to time, and includes construction debris, soil and asbestos. Proposers shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

**6.6 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.

**6.7 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.

**6.8 Applicability of Laws.** This Contract and Agreement between the General 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 General 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 General 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 Construction Contract as if fully set out herein by this reference.

**6.9 Appropriation.** Notwithstanding any other term, provision, or condition herein, all payment obligations under this Construction Contract shall be limited to the funds appropriated or otherwise made available by the Denver City Council and paid into the Treasury of the City. As of the date of this Construction Contract, **One Million Five Hundred Thousand Dollars (\$1,500,000.00)** have been appropriated for this Construction Contract. The Manager of Public Works, upon reasonable written request, will advise the General Contractor in writing of the total amount of appropriated and encumbered funds that are or remain available for payment to the General Contractor.

The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the General 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 General 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 General 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 Agreement, without the proper authorization for such Work, and at the General Contractor's own risk and sole expense.

**6.10 Assignment Strictly Prohibited.** The General 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 Construction Contract, except upon the prior written consent and approval of the Manager to such assignment.

**6.11 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.

**6.12 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 Construction Contract.

**6.13 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 Construction Contract.

**6.14 Proprietary or Confidential Information.**

**6.14.1 City Information:** The General Contractor understands and agrees that, in performance of this Construction Contract, the General 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 General Contractor agrees that all information disclosed by the City to the General Contractor shall be held in confidence and used only in performance of the Construction Contract. The General Contractor shall exercise the same standard of care to protect such information as a reasonably prudent General Contractor would to protect its own proprietary data.

**6.14.2 General Contractor Information:** The parties understand that all the material provided or produced under this Construction 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 General Contractor of such request in order to give the General 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 General Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material. The General 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 General 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.

**6.15 Status of General Contractor.** It is understood and agreed that the status of the General 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 General Contractor, or any member of its staff or any consultant, is an employee or officer of the City for any purpose whatsoever.

**6.16 Rights and Remedies Not Waived.** No payment or failure to act under the Construction Contract by the City shall constitute a waiver of any breach of covenant or default which may then exist on the part of the General Contractor. No assent, expressed or implied, by either party to any breach of the Construction Contract shall be held to be a waiver of any default or other breach.

**6.17 Notices.** Any notices, demands, or other communications required or permitted to be given by any provision of this Construction 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 General Contractor:  
American Civil Constructors, Inc.  
4901 South Windermere Street  
Littleton, Colorado 80120

If to the City:  
George Delaney  
Acting Manager of Public Works  
Department of Public Works  
City and County of Denver  
201 West Colfax, Department 608  
Denver, Colorado 80202

With a copy to:  
Jim Barwick, Engineering Manager  
Department of Public Works  
Capital Projects Management  
201 West Colfax, Department 506  
Denver, CO 80202

Gordon Robertson, Director  
Parks and Recreation, Planning Division  
City and County of Denver  
201 West Colfax, Department 613  
Denver, Colorado 80202

Adam C. Hernandez  
Assistant City Attorney  
City and County of Denver  
201 West Colfax, Department 1207  
Denver, Colorado 80202

**6.18 Survival of Certain Provisions.** The parties understand and agree that all terms, conditions and covenants of this Construction 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 Construction 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 General 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.

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

**6.20 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.

**6.21 Severability.** It is understood and agreed by the parties hereto that, if any part, term, or provision of this Construction Contract, except for the provisions of this Construction 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 Construction Contract did not contain the particular part, term or provision held to be invalid.

**6.22 No Employment of Illegal Aliens to Perform Work Under the Agreement.**

**6.22.1** This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

**6.22.2** The Contractor certifies that:

**6.22.2.1** At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

**6.22.2.2** It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

**6.22.3** The Contractor also agrees and represents that:

**6.22.3.1** It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

**6.22.3.2** It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

**6.22.3.3** It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

**6.22.3.4** It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

**6.22.3.5** If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

**6.22.3.6** It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

**6.22.4** The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

**6.23 Electronic Signatures and Electronic Records.** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic

record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**\*\*\*SIGNATURE PAGE TO FOLLOW\*\*\***

**REMAINDER OF PAGE INTENTIONALLY BLANK**



**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:** PARKS-201204312-00

**Contractor Name:** AMERICAN CIVIL CONSTRUCTORS INC

By: Eric Reger

Name: Eric Reger  
(please print)

Title: Vice President  
(please print)

**ATTEST: [if required]**

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

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

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



**EXHIBIT**

**A**

**GENERAL  
CONTRACT  
CONDITIONS**

**(INCORPORATED  
BY REFERENCE  
ONLY)**

**EXHIBIT**

**B**

**PROJECT  
PROPOSAL  
SOLICITATION  
INSTRUCTIONS**

## **On Call Landscape Improvements and Irrigation Construction Services Program**

**Project Number:** \_\_\_\_\_  
**Contract Control Number** \_\_\_\_\_

### **Project Proposal Solicitation Instructions**

#### **IB-1 INSTRUCTION TO PROGRAM CONTRACTORS**

These Instructions to Program Contractors are a part of the Contract Documents and are intended to serve as a guide to Program Contractors. They are general in nature and may be amended or supplemented as needed to support any specific Project Solicitation to bid. Each Program Contractor shall prepare its bid in strict compliance with all requirements of the Contract, the Contract Documents, each Project Proposal Solicitation and by careful application of these instructions.

#### **IB-2 BIDDING**

For each Project Proposal Solicitation for a Program Project, the Contract Documents contain the Project Bid Form for that Project, which must be used to submit a bid hereunder. The Program Contractor must fully complete, execute and submit this Project Bid Form, along with any other specified components of the Contract Documents, as its bid for the referenced Project.

A Program Contractor is not required to submit as part of its bid the entire set of Contract Documents. However, each Program Contractor, by submitting its bid, shall be conclusively presumed to have received and reviewed all of the information contained in each Project Proposal Solicitation and the Contract Documents as these terms are further defined in the Contract.

Each bid must be hand delivered, sent by electronic mail, or sent by fax, must be addressed to the Project Manager and must show on the first page of the submittal the full name of the Program Contractor, the Project Proposal Solicitation number, the City Project Number, and any descriptive title of the Project for which the bid is made.

Each Project Proposal Solicitation will identify where and when the bid must be delivered.

#### **IB-3 CONTRACT DOCUMENTS AS PUBLISHED BY CITY**

Each Program Contractor shall be responsible for, and shall be deemed to have received, all the information contained in the Contract Documents and the Project Proposal Solicitation, including addenda, whether or not such Program Contractor has reviewed all or part of these documents.

#### **IB-4 COMPLETING AND SIGNING THE PRICING PROPOSAL**

The Program Contractor must complete each Project Bid form by legibly writing or printing in ink, in words and figures as required, all the Program Contractor's prices offered for the Work to be performed. All blank spaces, which require a response of the Program Contractor, must be properly completed in full. If in the process of evaluating a bid, words and figures, as written on each Project Bid Form by the Program Contractor, do not agree, the written words will govern.

For Project Bid Forms requiring unit price bids, the Program Contractor shall write in each Project Bid Form space provided a unit price for each item for which a quantity is given and shall also write the product of each unit price and the quantity specified in the "Amount" or "Total" space provided.

Each Program Contractor must sign each Project Bid Form and give the Program Contractor's current business address. If a corporation, both the president and the secretary must sign and the seal of the corporation must be affixed. Signatures of other persons may be acceptable if the bid contains sufficient evidence, satisfactory to the City in its sole discretion, to indicate that the other persons are authorized to bind the Program Contractor.

**IB-5 INFORMAL AND UNBALANCED BIDS**

Any alteration, interlineation, erasure, omission, deletion or addition by the Program Contractor to each Project Bid Form, as originally issued to the Program Contractor, shall render the accompanying bid informal and may constitute cause for rejection.

Any unauthorized addition, conditional or alternate bids, failure to provide a unit price, lump sum amount or authorized alternate item specified or other irregularities of any kind which tend to render the bid incomplete, indefinite or ambiguous shall render the bid informal and may constitute cause for rejection.

Bids that are unbalanced so that each item does not reasonably carry its own proportion of cost or that contain inadequate or unreasonable prices for any item may be rejected. Bids which have not acknowledged all addenda issued for this bid may also be rejected.

The right is reserved by the City to reject any or all bids and to waive any informalities where it is deemed by the City to be in the best interests of the City to do so.

**IB-6 INCONSISTENCIES**

Any seeming inconsistencies or ambiguities between different provisions of the Contract Documents or the Project Proposal Solicitation or any point which the Program Contractor believes requires a decision or interpretation by the City must be inquired into by the Program Contractor by addressing a formal written communication to designated Project Manager prior to bid opening.

Information about the decision or interpretation made in response to any inquiry will be sent, faxed, or e-mailed to each Program Contractor prior to Project Bid Form submission. If the matter raised requires, in the sole discretion of the Manager, that an addendum to the bid documents be issued, such addendum will be given to each Program Contractor and each shall be required to acknowledge the addendum by signing and identifying it in each Project Bid Form when submitting.

After Project Bid Forms are opened, all Program Contractors must abide by the formal response of the Manager, as to any interpretation. The City shall not be bound and the Program Contractor shall not rely on any oral communication, interpretation clarification or determination of the Project Manager or other City representative prior to opening.

**IB-7 PRE-BID MEETING**

Program Contractors are urged to attend the pre-bid meeting(s) scheduled for any Project. Attendance is not mandatory; however, Program Contractors will be held responsible for all information presented at such meeting(s).

**IB-8 ADDENDA**

As its best interests may require, the City may issue addenda to any Project Proposal Solicitations. Such addenda shall be sent, faxed, or e-mailed to each Program Contractor prior to Project Bid Form submission as may be designated by each Program Contractor. All Program

Contractors must acknowledge receipt of all addenda on each Project Bid Form at the time of submission of the Proposal.

**IB-9 BID OPENING**

Unless otherwise suspended, delayed or canceled by posted notice from the Manager, bid opening will occur at the time and place designated in the Project Proposal Solicitation.

**IB-10 EVALUATION OF BIDS AND BASIS OF BID SELECTION**

Proposals for each Project will be evaluated after being read in open meeting at the place designated for such bid opening. The low Program Contractor's Proposal will be reviewed for responsiveness to the requirements of the Project Proposal Solicitation, Scope of Work confirmation and whether or not the bids contain irregularities which could give any Program Contractor an unfair advantage.

Selection will be made on the basis of the lowest, total, responsive, qualified Proposal, which Proposal shall include the total base bid set forth on each Project Proposal Solicitation, plus the total of any alternates set forth on each Project Proposal Solicitation and selected by the City during evaluation. Alternates, if any are included in the bid, will be selected in the priority shown on the Project Proposal Solicitation, subject to the limits of available funds. Selection will be subject to all requirements and special Program Contractor qualifications contained in the Project Proposal Solicitation and subject to approval of such resulting Work Order in accordance with the Charter and Revised Municipal Code of the City and County of Denver. In addition to all other specified requirements, the City will correct arithmetical errors in all bids and corrected totals only will be considered as the basis of selection.

Upon concluding that a Proposal is, in fact, the lowest, total, responsive Proposal to the bidding conditions, the City will notify the Apparent Low Contractor.

As its best interests may appear, the City and County of Denver reserves the right to waive informalities in bids, to reject any and all bids and to rebid any Project.

**IB-11 NOTICE TO APPARENT LOW PROGRAM CONTRACTOR**

The Notice to Apparent Low Program Contractor is issued by the City directly to the selected Program Contractor and informs the Program Contractor that the Manager intends to issue a Work Order for the Project in accordance with the Contract. Specifically, it informs the Program Contractor of its obligations with respect to execution of the Work Order and instructs the Program Contractor on how to proceed toward execution of the Work Order. The City reserves the right to notify the Apparent Low Program Contractor, at any time within sixty (60) days from the date of the opening of the proposals. At a minimum, the issuance of such a notice will obligate the selected Contractor to obtain evidence of payment and performance bonding, in the form of an individual bond or a Change Rider to the Payment and Performance Bond included with the Contract. Unless otherwise specified in the notice, the Contractor will have three (3) days to submit to the City satisfactory evidence of surety for the Project, which evidence will be attached to the issued Work Order.

In accordance with the terms and conditions contained in each Project Proposal Solicitation and any additional requirements set forth in the Notice to Apparent Low Program Contractor or elsewhere in the Contract Documents, the Apparent Low Contractor shall execute the Work Order made available by the City for execution in the appropriate number of counterparts. The Apparent Low Contractor shall return the fully executed Work Order sets, along with any supplemental documents required herein, to the City and shall comply with all other conditions

precedent to Contract execution within five (5) days of the date of issuance of the Notice to Apparent Low Contractor by the City. Failure to comply with each of these requirements within five (5) days of the date of issuance of the Notice to Apparent Low Program Contractor by the City shall render the bid nonresponsive and may constitute cause for termination.

Issuance of such Notice shall not, however, constitute a commitment on the part of the City or create any rights in the Apparent Low Contractor to any contract with the City.

#### **IB-12 EXECUTION OF WORK ORDER**

The process of authorizing and executing a Work Order is detailed in the Contract and requires action by both the apparent low Contractor and the City. After it notifies the Apparent Low Contractor, the City will prepare sufficient copies of the Work Order by incorporating all of the documents submitted by the Apparent Low Contractor into executable copies of the Work Order. These copies will then be executed by the City and the Contractor who shall thereafter properly sign all of the copies. At this time, the successful Program Contractor shall also provide any supplemental documents for incorporation into the Work Order. When the total process of Work Order execution is complete, a Work Order Notice to Proceed will be issued and a single executed copy of the Work Order will be delivered to the Contractor. Any work performed or materials purchased prior to the issuance of Notice to Proceed is at the Contractor's sole risk and expense.

#### **IB-13 PERMITS AND LICENSES**

All permits, licenses and approvals required in the prosecution of the Work of any Project shall be obtained and paid for by the Contractor.

#### **IB-14 WAGE RATE REQUIREMENTS**

In preparing any Proposal hereunder, the Contractor must comply with and should carefully consider all requirements and conditions of the City's Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. and any determinations made by the City pursuant thereto.

At the time of the execution of the Contract, the then-current prevailing wage rates applicable to each Project shall be bound within the Contract Documents made available to each Program Contractor.

These prevailing wage rates shall be considered the **minimum** City prevailing wage rates to be paid by all contractors or subcontractors for a period not to exceed one (1) year from the date of the Contract. Increases in prevailing wages subsequent to the date of the Contract for a period not to exceed one (1) year shall not be mandatory on either the contractor or subcontractors. Future increases in prevailing wages on contracts whose period of performance exceeds one (1) year shall be mandatory for the contractor and subcontractors only on the yearly anniversary date of the Contract. The **minimum** City prevailing wage rate for any such subsequent yearly period or portion thereof shall be the wage rates in effect on the yearly anniversary date of the contract which begins such subsequent period. In no event shall any increases in prevailing wages over the amounts thereof as stated in such Technical Specifications and addenda thereto result in any increased liability on the part of the City and the possibility and risk of any such increase is assumed by all contractors entering into any such contract with the City. Decreases in prevailing wages subsequent to the date of the contract for a period not to exceed one year (1) shall not be permitted. Decreases in prevailing wages on contracts whose period of performance exceeds one (1) year shall not be effective except on the yearly anniversary date of the contract.



## **IB-15 TAX REQUIREMENTS**

General. Program Contractors are referred to the General Contract Condition 322, TAXES, as to taxes to which they may be subject in performing the Work under this Contract, including but not limited to sales and use taxes and the Denver Occupational Privilege Tax. The following instructions are to be considered along with the General Contract Conditions and not in lieu of them.

Sales and Use Tax. Construction and building materials sold to contractors and subcontractors for use on structures, roads, streets, highways, and other public works owned by the City and County of Denver are exempt from state, RTD, and Cultural Facilities District sales and use taxes. However, such materials will be subject to sales and use taxes imposed by the City and County of Denver.

It is the responsibility of the Contractor and its subcontractors to apply to the Colorado Department of Revenue (“CDOR”) for a certificate, or certificates, of exemption indicating that their purchase of construction or building materials is for a public project, and to deliver to the City copies of such applications as soon as possible after approval by the CDOR. Program Contractors shall not include in their bid amounts the exempt state, RTD, and Cultural Facilities District Sales and Use Taxes.

Denver Occupational Privilege Tax. Any employee working for a contractor, or a subcontractor, who earns over \$500 working in Denver during a calendar month, is subject to the payment of the Employee Occupational Privilege Tax. The Contractor and any subcontractor must pay the Business Occupational Privilege Tax for each of its employees who is subject to such tax.

**EXHIBIT**

**C**

**PROJECT  
PROPOSAL  
SOLICITATION  
FORM**

**PROJECT PROPOSAL SOLICITATION**  
**SOLICITATION NO. \_\_\_\_**

**On Call Landscape Improvements and Irrigation Construction Services Program**  
**DEPARTMENT OF PUBLIC WORKS AND DEPARTMENT OF PARKS AND RECREATION**  
**Project Number: \_\_\_\_\_ Contract Control Number OC\_\_\_\_\_**

---

CONTRACTOR:	PROJECT NAME:
VENDOR ID:	PROJECT ID:
PROJECT MANAGER/PHONE :	FUND / ORG:
DATE:	

---

**SOLICITATION:**

As provided for in Section 1.3.1 of the Contract, the Contractor is directed to submit an itemized proposal, stated as a lump sum price on the Project Bid Form provided, to satisfactorily complete and timely perform the Scope of Work described in:

- (1) this Project Proposal Solicitation No. \_\_\_\_;
- (2) any Project Specific Drawings;
- (3) any Project Specific Technical Specifications; and
- (4) any other pertinent materials,

The “Proposal Documents” are attached hereto and incorporated herein by this reference.

In addition, the proposal shall comply with all terms and conditions of the Contract Documents; shall include all labor, tools, supplies, equipment, materials, effort and everything necessary for and required to do, satisfactorily perform and timely complete all of the Project Work described, drawn, set forth, shown and included in this Solicitation; and shall include and identify all of the M/WBE participation (as a percentage of work).

**PROPOSAL SCHEDULE:**

Project Bid Forms will be Received by mail or hand delivery at:

**Wellington E. Webb Municipal Office Building**  
**201 West Colfax, Department #613**  
**Denver, Colorado 80202**  
**Attn: Parks and Recreation Planning Division**

**Or**

**By e-mail to:**

[insert email address] (Project Manager) and  
[beegee.brem@denvergov.org](mailto:beegee.brem@denvergov.org)

**Or**

**By fax to:**

**(720) 913-0783**

No Later Than:

[ \_\_\_\_\_ ] P.M., Local Time

[ \_\_\_\_\_ ], 20\_\_].

Prior to submitting a proposal, the Contractor shall consult with the Project Contact identified below.

**PROJECT DESCRIPTION AND ATTACHMENTS:**

[Project Manager to provide narrative and list of attachments]

**PROJECT CONTACT:**

[Project Manager to provide contact information]

**PROJECT REQUIREMENTS:**

Contract Time: \_[PM to Fill in # ]\_Days (Time to Substantially Complete from Notice to Proceed).

Liquidated Damages Amount: \_[PM to Fill in #]\_ Days.

Pre-proposal Meeting/Site Visit: \_[PM to Fill in]\_ (if any).

Other Requirements: [Project Manager to provide all other Project Specific requirements].

**MISCELLANEOUS:**

As its best interest may appear, the City and County of Denver reserves the right to reject any or all proposals and to waive informalities in proposals.

**EXHIBIT**

**D**

**PROJECT BID  
FORM**

**PROJECT BID FORM**

**FOR SOLICITATION NO. \_\_\_\_\_**

**On Call Landscape Improvements and Irrigation Construction Services Program  
DEPARTMENT OF PUBLIC WORKS AND DEPARTMENT OF PARKS AND RECREATION**

**Project Number: \_\_\_\_\_ / Contract Control Number \_\_\_\_\_**

CONTRACTOR:	PROJECT NAME:
VENDOR ID:	PROJECT ID:
PROJECT MANAGER/PHONE :	FUND / ORG:
DATE:	CONTRACT CONTROL NUMBER:

TO: The Manager of Public Works/Manager of Parks and Recreation  
 City and County of Denver  
 c/o Parks and Recreation Planning Office  
 201 East Colfax Avenue, Department 613  
 Denver, Colorado 80202  
 ATTN: Contract Administration

The Undersigned Contractor: having thoroughly examined the referenced Project Proposal Solicitation and attached Project specific plans, specifications, and other pertinent materials for the Project, as designated and enumerated in the Project Proposal Solicitation, and any and all addenda thereto; having investigated the location of and conditions affecting the proposed Work; and being acquainted with and fully understanding the extent and character of the Work covered by this Solicitation, and all factors and conditions affecting or which may be affected by the Work, **HEREBY SUBMITS ITS PROPOSAL**, pursuant to the Project Proposal Solicitation, a copy of which is attached, to furnish all labor, tools, supplies, equipment, materials, effort and everything necessary for and required to do, satisfactorily perform and timely complete all of the Project Work described, drawn, set forth, shown and included in the attached Solicitation in full accordance with and conformity to the Contract and all referenced Contract Documents for the lump sum price(s) set forth on this Proposal.

All solicitation materials, plans, specifications, other documents and general Contract Documents, which taken as a whole constitute the Contract Documents for this Project, and which are incorporated herein, by reference, were made available to the Contractor, were received by the Contractor, were examined by the Contractor and form the basis for this Proposal.

**Total Proposal Amount of \_\_\_\_\_  
 Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_).**

*(NOTE: Fill in Proposal Amount in words and figures)*

If after receipt and examination of this Proposal, the Manager mails a written Notice of Apparent Low Proposer, addressed to the Contractor, the Undersigned Contractor shall be ready to, and shall, within \_\_\_\_\_ ( ) days after the date of the notice execute the attached form of Work Order for the Project in conformity with this Proposal.

Signed and Submitted by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

on behalf of the above referenced Contractor.

The Contractor proposes to sublet the following Project Work in accordance with Paragraph 832, "Subcontracts" of the General Contract Conditions, and represents that, to the degree practical, all subcontractors known at the time of proposal submittal have been identified.

Item of Work	Percent (%) of Total; Work	Proposed Subcontractor and Address
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Copy this page if additional room is required.)

# SAMPLE BID FORM

Item No.	Description and Price	Estimated Quantity	Estimated Cost
<b><u>BID SCHEDULE A</u></b>			
01010-1A	<b>MOBILIZATION</b> at the unit price of _____ Dollars and _____ Cents (\$ _____) per Lump Sum.	# LS	\$ _____
01500-1A	<b>POT HOLE FOR UTILITY VERIFICATION</b> at the unit price of _____ Dollars and _____ Cents (\$ _____) per Each.	# EA	\$ _____
01500-2A	<b>TRAFFIC CONTROL</b> at the unit price of _____ Dollars and _____ Cents (\$ _____) per Lump Sum.	# LS	\$ _____
02150-1A	<b>TREE PROTECTION FENCE</b> at the unit price of _____ Dollars and _____ Cents (\$ _____) per Linear Foot.	# LF	\$ _____
02200-1A	<b>ADJUST GRADE (CUT DISPOSED OF OFF SITE)</b> at the unit price of _____ Dollars and _____ Cents (\$ _____) per Cubic Yard.	# CY	\$ _____



02232-1A

**AGGREGATE BASE COURSE**

at the unit price of

\_\_\_\_\_ Dollars

and \_\_\_\_\_ Cents

(\$ \_\_\_\_\_) per

Cubic Yard.

# CY

\$ \_\_\_\_\_

**EXHIBIT**

**E**

**WORK ORDER FORM**

## WORK ORDER

### On Call Landscape Improvements and Irrigation Construction Services Program DEPARTMENT OF PUBLIC WORKS AND DEPARTMENT OF PARKS AND RECREATION

Project Number: \_\_\_\_\_ /Contract Control Number \_\_\_\_\_

---

CONTRACTOR:	PROJECT NAME:
VENDOR ID:	PROJECT ID:
WORK ORDER NO.:	FUND / ORG:
PROJECT SOLICITATION:	PROJECT MANAGER/PHONE:

---

1. Pursuant to Project Proposal Solicitation No. \_\_\_\_, dated \_\_\_\_\_, 20\_\_, award is hereby made and it is hereby mutually agreed that when this WORK ORDER has been signed by the City and the Contractor, the following described Scope of Work shall be satisfactorily performed by the Contractor in accordance with all Contract Documents and as herein stipulated and agreed:

All Work described in:

1. Project Proposal Solicitation No. \_\_\_\_, dated \_\_\_\_\_, 20\_\_ and attachments.
2. Project Bid Form No. \_\_\_\_\_, submitted by the Contractor on \_\_\_\_\_, 20\_\_.

Attached hereto and incorporated herein by this reference.

2. The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, effort and everything necessary for and required to do, satisfactorily perform and timely complete all of the Project Work described, drawn, set forth, shown and included in this Work Order, in conformity with the requirements of the Contract, the Contract Documents and the above referenced Project assignment documents for the following consideration:

Contract Amount: [Expressed as a lump sum in words and figures]

The City agrees to pay to the Contractor, the Contract Amount above set forth, for the performance of all of the Work required under this Work Order and the Contractor agrees to accept said compensation as its full, complete and only consideration, compensation, payment and satisfaction therefore.

3. The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, effort and everything necessary for and required to do, satisfactorily perform and timely complete all of the Project Work described, drawn, set forth, shown and included in this Work Order, in conformity with the requirements of the Contract, the Contract Documents and the above referenced Project assignment documents within the following period of performance:

Contract Time: [Expressed in calendar Days].      Completion Date: [Expressed by day, month and year]

Failure to substantially complete the Work in the Contract Time above set forth, as the same may be extended by duly authorized Work Order Changes, shall result in the Contractor becoming liable to the City for liquidated damages on that Project, and not as a penalty, at the rate of Five Hundred Dollars (\$500.00) or such other amount [Expressed as a lump sum in words and figures] as may be specified herein for each Day that the Contractor exceeds the time limits herein specified.

Contractor:

Agreed to and Accepted for Contractor by: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**DEPARTMENT OF PARKS AND RECREATION**

I have verified that funds are available and have been encumbered to pay the Contractor for the Work to be performed under this WORK ORDER.

\_\_\_\_\_  
By Parks and Recreation - Administrative or Budget Office Date

**COST SUMMARY FOR CONTRACT NO. OC92211**  
(By Contract Manager)

Previous Work Orders  
 Previous Work Order Change Additions  
 SUB-TOTAL  
 Previous Work Order Change Deductions  
 Net Prior to this Work Order  
 This Work Order - Add <Deduct>  
**TOTAL ON- CALL CONTRACT**  
**AMOUNT ENCUMBERED TO DATE:**

**APPROVALS**

\_\_\_\_\_  
Approved as to Form by Assistant City Attorney Date

\_\_\_\_\_  
Approved by Director of Division of Small Business Opportunity Date

\_\_\_\_\_  
Approved by Manager of Parks and Recreation Date

\_\_\_\_\_  
Approved by Parks and Recreation, Director of Planning Date

\_\_\_\_\_  
Approved by Project Manager Date

NOTE: No persons shall authorize or perform any of the above until the Work Order has all signatures and has been distributed and the Project Manager issues a Work Order Notice to Proceed.

DISTRIBUTION: Auditor, Contract Administration, Parks and Recreation, DSBO, Consultant, Contractor, and Capital Projects Division.

**EXHIBIT**

**F**

**WORK  
ORDER  
NOTICE TO  
PROCEED**

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

Current Date

Name

Company

Street

City/State/Zip

**PROJECT NAME:**                   **On-Call Landscape Improvements and Irrigation Construction**

**Services Program**

**PROJECT NUMBER:**

**CONTRACT NUMBER:**

**WORK ORDER NUMBER:**

You are hereby authorized and directed to proceed on \_\_\_\_\_, \_\_\_\_, 20\_\_ with the work required to construct the Work Order noted above in accordance with the terms and conditions of your Construction Services Contract with the City and County of Denver. Please submit your construction schedule and other requested administrative documents to the Parks and Recreation Planning Division.

The contractually established Contract Time for this Work Order is \_\_\_\_\_ ( ) consecutive calendar days, therefore, all work must be complete on or before \_\_\_\_\_, \_\_\_\_, 20\_\_.

Sincerely,

Dody Erickson  
Acting Manager

cc:       Auditor  
          G. Robertson, Parks & Recreation  
          Project Manager  
          Contract Administration  
          DSBO

# **EXHIBIT**

**G**

**WORK  
ORDER  
FINAL  
RECEIPT**

**CITY AND COUNTY OF DENVER**  
**DEPARTMENT OF PUBLIC WORKS**  
**Capital Projects Management Division/Parks & Recreation Planning Division**

**On-Call Landscape Improvements and Irrigation Construction Services Program**

Project No. \_\_\_\_\_  
Contract Control No. \_\_\_\_\_

**WORK ORDER NO. \_\_\_\_\_**  
**FINAL RECEIPT**  
**(SAMPLE)**

Denver, Colorado \_\_\_\_\_, 20\_\_.

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 Work Order, \_\_\_\_\_ dollars and

\_\_\_\_\_ cents (\$\_\_\_\_\_), in cash, being the remainder of the full amount accruing to the undersigned by virtue of said Work Order; 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 Work Order.

And these presents are to certify that all persons performing work upon or furnishing materials for said improvements under the foregoing Work Order have been paid in full.

**CONTRACTOR**

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

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

cc: Auditor  
Contract Administration  
J. Barwick, CPM  
G.Robertson, Parks & Recreation  
Project Manager  
Contract Administration  
DSBO



**EXHIBIT**

**H**

**PERFORMANCE  
AND  
PAYMENT  
BOND**

### PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned American Civil Constructors, Inc., a corporation organized and existing under and by virtue of the laws of the State of Colorado, hereafter referred to as the "Contractor", and Safeco Insurance Company of America, a corporation organized and existing under and by virtue of the laws of the State of Washington, 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 One Million Five \* (\$ 1,500,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents; \* Hundred Thousand and no/100 dollars

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, 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 **On-Call Landscape Improvements and Irrigation Construction Services Program, Project ID No. PO 201102784** / \_\_\_\_\_, 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;

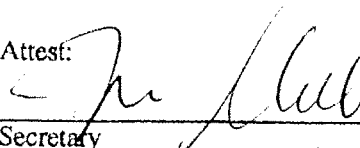
PROVIDED FURTHER, that if the said Contractor shall satisfy all claims and demands incurred by the Contractor in the performance of said Contract, and shall fully indemnify and save harmless the City from all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) 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;

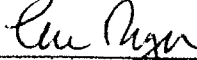
PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to contracts with others in connection with this project, or the work to be performed there under, or the Technical Specifications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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

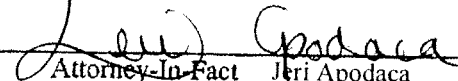
Attest:   
Ass't Secretary \_\_\_\_\_

American Civil Constructors, Inc.

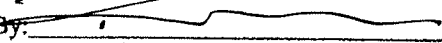
**Contractor**

By:   
Vice President  
Safeco Insurance Company of America


**Surety**


By:   
Attorney-In-Fact Jeri Apodaca

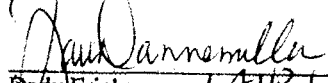
(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond).

APPROVED AS TO FORM:  
David Fine  
Attorney for the City and County of Denver  
By:   
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF DENVER

By:   
Michael Hancock  
MAYOR

By:   
George Delaney  
MANAGER OF PUBLIC WORKS

By:   
Dody Erickson LAURET DANNEMILTZ  
MANAGER OF PARKS AND RECREATION

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

4718982

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

SAFECO INSURANCE COMPANY OF AMERICA  
SEATTLE, WASHINGTON  
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Safeco Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint RHONDA C. ABEL, JERI APODACA, NANETTE MYERS, MICHAEL D. PARIZINO, JAMES A. SCHALLER, RACHELLE RHEAULT, KIM LUU, ALL OF THE CITY OF NEWPORT BEACH, STATE OF CALIFORNIA.....

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FIVE HUNDRED MILLION AND 00/100..... DOLLARS (\$ 500,000,000.00..... ) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Officers: Section 12. Power of Attorney.  
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, David M. Carey, Assistant Secretary of Safeco Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Safeco Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 20th day of July 2011.

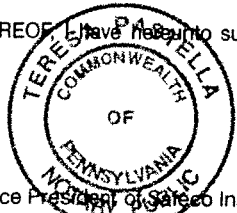


SAFECO INSURANCE COMPANY OF AMERICA  
By David M. Carey  
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 20th day of July, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Safeco Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Safeco Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires Mar. 28, 2013  
Member, Pennsylvania Association of Notaries

By Teresa Pastella  
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Vice President of Safeco Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Officer specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of Safeco Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Safeco Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.



Gregory W. Davenport  
Gregory W. Davenport, Vice President

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on new business days.

PERFORMANCE AND PAYMENT BOND  
SURETY AUTHORIZATION

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

City Attorney  
City and County of Denver  
Wellington E. Webb Municipal Office Building  
201 West Colfax Avenue, Dept 1207  
Denver, Colorado 80202

RE: American Civil Constructors, Inc.

Contract No:  
Project Name: On-Call Landscape Improvements and Irrigation Construction Services  
Project Identification No. 201102784  
Contract Amount: \$1,500,000.00  
Performance and Payment Bond No.: 24043397

Dear City Attorney,

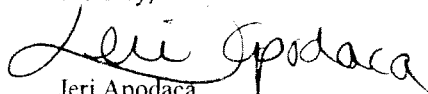
The Performance and Payment Bonds covering the above captioned project were executed by this agency, through Safeco Insurance Company of America insurance company, on January 9, 2012.

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 (949) 660-5957.

Thank you.

Sincerely,

  
Jeri Apodaca  
Lead Account Manager

# **EXHIBIT**

## **I**

# **FINAL/PARTIAL LIEN RELEASE FORM**

**DEPARTMENT OF PUBLIC WORKS  
PARKS AND RECREATION PLANNING DIVISION  
FINAL/PARTIAL RELEASE AND CERTIFICATE OF PAYMENT  
(SUBCONTRACTOR/SUPPLIER)**

On-Call Landscape Improvements & Irrigation Construction Services Date: \_\_\_\_\_, 20\_\_\_\_.  
Program

(CITY PROJECT NAME)

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

Project ID / \_\_\_\_\_  
(CITY PROJECT NUMBER)

\_\_\_\_\_  
(NAME OF CONTRACTOR)

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

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

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

\_\_\_\_\_  
(NAME OF SUBCONTRACTOR/SUPPLIER)

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

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

Check Applicable Box:

MBE     WBE

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

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

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

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

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

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

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

\_\_\_\_\_  
(Name of Subcontractor)

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

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

\_\_\_\_\_  
Notary Public/Commissioner of Oaths  
My Commission Expires

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

# **EXHIBIT**

## **J CONTRACTORS ON- CALL WORK ORDER CERTIFICATION OF PAYMENT FORM**





**City and County of Denver**

**Contractor's Certification of Payment (CCP)**

Office of Economic Development

**Compliance Unit**

201 W. Colfax Ave., Dept. 907

Denver, CO 80202

Phone: 720.913.1999

Fax: 720.913.1803

Pay Application #:	Pay Period:	Amount Requested: \$
Project #:	Project Name:	
Current Completion Date:	Percent Complete:	Prepared By:
Contractor:	Phone:	Project Manager:
(I) - Original Contract Amount: \$		(II) - Current Contract Amount: \$

		A	B	C	D	E	F	G	H
Prime/Subcontractor/Supplier Name	MBE WBE	Original Contract Amount	% Bid (A/I)	Current Contract Amount including Amendments	% Revised (C/I)	Requested Amount this Pay Application	Amount Paid Previous Pay Application #	Net Paid To Date	Paid % Achieved (G/II)
Total									

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

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

Denver, CO 80202  
Phone: 720-913-1999  
Fax: 720.913-1803

**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).

**EXHIBIT**

**K**

**WORK  
ORDER  
CHANGE  
FORM**

**WORK ORDER CHANGE**  
**On Call Landscape Improvements and Irrigation Construction Services Program**  
**DEPARTMENT OF PUBLIC WORKS AND DEPARTMENT OF PARKS AND RECREATION**

**PROJECT ID** \_\_\_\_\_  
**CONTRACT NO.** \_\_\_\_\_

DEPARTMENT OF PUBLIC WORKS-CITY & COUNTY OF DENVER-201 W. COLFAX AVE. DEPT 505-DENVER, CO 80202-720.913.8800 FAX720.913.8801

<b>CONTRACTOR:</b>	<b>PROJECT NAME:</b>
<b>VENDOR ID:</b>	<b>PROJECT ID:</b>
<b>WORK ORDER NO.:</b>	<b>FUND / ORG:</b>
<b>PROJECT PROPOSAL SOLICITATION.:</b>	<b>PROJECT MANAGER/PHONE :</b>

It is hereby mutually agreed that when this WORK ORDER CHANGE has been signed by the contracting parties, the following described modifications (additions/deletions) shall be executed by the Contractor without changing the terms of the Contract, except as herein stipulated and agreed:

Modifications to the Contract as described in Project Proposal Solicitation No. [redacted], dated [redacted].

The additional sum, as indicated herein below, constitutes full, complete and only consideration, compensation, payment and satisfaction to the Contractor for the above described modifications to the Work Order Scope of Work, and the Contractor hereby agrees to accept this compensation and make no further claims, demands, or requests of any kind whatsoever for further monies, extensions of time, other consideration for the above described modifications to the Work Order.

**THE CONTRACTOR AGREES** to furnish all material and labor, tools, supplies, equipment, materials, effort, and everything required to satisfactorily perform and timely complete the above described modifications in accordance with all requirements for Work covered by the Work Order, except as otherwise stipulated herein, for the following consideration:

Add to / Deduct from the Work Order Contract Amount, the sum of [redacted] Dollars (\$ [redacted]).

Increase / Decrease the Work Order Contract Time by [redacted] Calendar days. Modified Completion Date: [redacted]

Contractor:

Agreed to and Accepted for Contractor by: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**WORK ORDER NO. [redacted] COST SUMMARY**  
**(By Project Manager)**

Original Work Order Amount	\$ _____
Previous Work Order Modification Additions	\$ _____
<b>SUB-TOTAL</b>	\$ _____
Previous Work Order Modification Deductions	\$ _____
Net Prior to this Work Order Change	\$ _____
This Work Order Change - Add <Deduct>	\$ _____
<b>REVISED TOTAL WORK ORDER AMOUNT</b>	<b>\$ _____</b>

**CONTRACT NO. OC92211 COST SUMMARY**  
**(By Contract Manager)**

Total of All Work Orders Issued to Date	\$ _____
Total Previous Work Order Modification Additions	\$ _____
All Work Orders	\$ _____
<b>SUB-TOTAL</b>	\$ _____
Total Previous Work Order Change Deductions	\$ _____

**DEPARTMENT OF PARKS AND RECREATION**

I have verified that funds are available and have been encumbered to pay the Contractor for the Work to be performed under this WORK ORDER CHANGE.

By Parks and Recreation - Administrative or Budget Office \_\_\_\_\_ Date \_\_\_\_\_

**APPROVALS**

Approved by Director of \_\_\_\_\_ Date \_\_\_\_\_  
 Small Business Opportunity Division

Approved by Manager of Parks and Recreation \_\_\_\_\_ Date \_\_\_\_\_

Approved by Parks and Recreation, Director \_\_\_\_\_ Date \_\_\_\_\_

All Work Orders \$ \_\_\_\_\_  
 Net Contract Amount Prior to this  
 Work Order Change \$ \_\_\_\_\_  
 This Work Order Change - Add <Deduct> \$ \_\_\_\_\_  
**TOTAL CONTRACT AMOUNT** \$ \_\_\_\_\_

of Planning  
 \_\_\_\_\_  
 Approved by Project Manager \_\_\_\_\_ Date \_\_\_\_\_

NOTE: . No persons shall authorize or perform any of the above until the Work Order has all signatures and has been distributed and the Project Manager issues a Work Order Notice to Proceed.  
 DISTRIBUTION: Auditor, Contract Administration, Parks and Recreation, DSBO, Consultant, Contractor, and Capital Projects Division

ITEM	PR NO.	DESCRIPTION	COST	BASIS(*)

**BASIS OF CHANGE**

A Using Agency Request                      F Field Condition  
 C Contractor Request                         X- \_\_\_\_\_ other: \_\_\_\_\_  
 D Design Consultant Request                X- \_\_\_\_\_ other: \_\_\_\_\_

**EXHIBIT**

**L**

**PREVAILING  
WAGE  
RATE  
SCHEDULE**



**DENVER**  
THE MILE HIGH CITY

**Career Service Authority**  
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](http://www.denvergov.org/csa)

TO: All Users of the City of Denver Prevailing Wage Schedules  
FROM: Meredith Creme, Associate Human Resource Professional  
DATE: Friday October 7, 2011  
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 Authority 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 CSA.

The effective date for this publication will be **Friday October 7, 2011** 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. CO080012  
Superseded General Decision No. CO20070012

Modification No. 26  
Publication Date: 09-30-2011  
(10 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) 913-5009

Attachments as listed above.

General Decision Number: CO100012 09/30/2011 CO12

Superseded General Decision Number: CO20080012

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	03/12/2010
1	05/07/2010
2	05/21/2010
3	06/04/2010
4	07/02/2010
5	07/09/2010
6	07/16/2010
7	08/06/2010
8	08/13/2010
9	08/20/2010
10	09/03/2010
11	09/24/2010
12	10/08/2010
13	10/29/2010
14	12/03/2010
15	01/21/2011
16	01/28/2011
17	02/11/2011
18	05/06/2011
19	05/20/2011
20	06/24/2011
21	07/08/2011
22	07/15/2011
23	07/29/2011
24	08/12/2011
25	08/19/2011
26	09/30/2011

ASBE0028-001 07/01/2010

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 30.23	11.53

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 06/01/2009

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN		
Electrical work where the cost is \$150,000 or less....	\$ 22.85	10.79
Electrical work where the cost is over \$150,000.....	\$ 27.00	10.91

-----  
ELEC0068-001 06/01/2011

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

	Rates	Fringes
ELECTRICIAN.....	\$ 31.60	12.52

-----  
ELEC0111-001 09/01/2010

	Rates	Fringes
Line Construction:		
Cable Splicer.....	\$ 28.65	13.75%+4.75
Equipment Operator- Underground.....	\$ 25.06	12.75%+4.75
Groundman.....	\$ 20.48	17.75%+4.75
Line Equipment Operator.....	\$ 25.74	17.75%+4.75
Lineman and Welder.....	\$ 35.81	20.75%+4.75

-----  
ELEC0113-002 06/01/2011

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 28.55	14.46

-----  
ELEC0969-002 06/01/2010

MESA COUNTY

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

-----  
\* ENGI0009-001 05/01/2011

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 23.97	9.22
Blade: Rough.....	\$ 23.67	9.22
Bulldozer.....	\$ 23.67	9.22
Cranes: 50 tons and under..	\$ 23.82	9.22
Cranes: 51 to 90 tons.....	\$ 23.97	9.22
Cranes: 91 to 140 tons.....	\$ 24.12	9.22
Cranes: 141 tons and over...	\$ 24.88	9.22
Forklift.....	\$ 23.32	9.22
Mechanic.....	\$ 25.97	9.22
Oiler.....	\$ 22.97	9.22
Scraper: Single bowl under 40 cubic yards.....	\$ 23.82	9.22
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 23.97	9.22
Trackhoe.....	\$ 23.82	9.22

-----  
\* 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 06/01/2010

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

	Rates	Fringes
PLUMBER.....	\$ 33.37	10.35

-----  
PLUM0058-002 07/01/2011

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.05	12.85

-----  
PLUM0058-008 07/01/2011

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.05	12.85

-----  
PLUM0145-002 07/01/2011

MESA COUNTY

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

-----  
 PLUM0208-004 06/01/2011

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

	Rates	Fringes
PIPEFITTER.....	\$ 32.61	11.26

-----  
 SHEE0009-002 01/01/2011

	Rates	Fringes
Sheet metal worker.....	\$ 31.66	10.98

-----  
 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

-----  
 TEAM0435-001 05/01/2000

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 14.21	5.27
Tandem/Semi and Water.....	\$ 14.93	5.27

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

---

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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U.S. Department of Labor  
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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
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Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

**Career Service Authority**  
**Supplemental to the Davis-Bacon HEAVY Construction Projects rates**  
**(Specific to the Denver Projects)**  
**(Supp #70, Date: 10-07-2011)**

<b><u>Classification</u></b>		<b><u>Base</u></b>	<b><u>Fringe</u></b>
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
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	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, drill, 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 - including caissons to 8' carrying Reinforcing Rods; Dowel Bars; Fence Erectors; Fire Watchers on power plants and oilrefineries; Gabion Basket and Reno mattresses; Signaling, Metal Mesh; pipe plants and yards; Shrubs and flowers; 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; Boring Machines; Air Hydraulic Boring machines; Automatic Concrete Power Curbing

Machines; Concrete Processing Material; form setters; Highways, Streets, and Airports runways; 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 and Telephone 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 Nozzlemen; 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.





**DENVER**  
THE MILE HIGH CITY

**Career Service Authority**  
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](http://www.denvergov.org/csa)

TO: All Users of the City of Denver Prevailing Wage Schedules  
FROM: Meredith Creme, Associate Human Resource Professional  
DATE: Friday August 19, 2011  
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 Authority 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 Highway rates issued by CSA.

The effective date for this publication is **Friday August 19, 2011** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO080014  
Superseded General Decision No. CO20070014  
Modification No. 7  
Publication Date: 08-12-2011  
(11 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 call (720) 913-5009

Attachments as listed above.

General Decision Number: CO100014 08/12/2011 CO14

Superseded General Decision Number: CO20080014

State: Colorado

Construction Type: Highway

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

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	05/07/2010
2	06/04/2010
3	08/06/2010
4	10/08/2010
5	07/15/2011
6	07/29/2011
7	08/12/2011

ELEC0012-005 06/01/2009

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN (Excluding traffic signal installation)		
Electrical work where the total cost is \$150,000 or less.....	\$ 22.85	10.79
Electrical work where the total cost is over \$150,000.	\$ 27.00	10.91
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation		
Zone 1.....	\$ 23.83	13.75%+4.75
Zone 2.....	\$ 26.83	13.75%+4.75

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:

Colorado Springs - Nevada & Bijou  
Denver - Ellsworth Avenue & Broadway  
Ft. Collins - Prospect & College  
Grand Junction - 12th & North Avenue  
Pueblo - I-25 & Highway 50

All work outside of these areas shall be paid Zone 2 rates.

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ELEC0068-012 06/01/2011

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

Rates Fringes

ELECTRICIAN (Excluding traffic signal installation).....	\$ 31.60	12.52
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation		
Zone 1.....	\$ 23.83	13.75%+4.75
Zone 2.....	\$ 26.83	13.75%+4.75

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All work outside of these areas shall be paid Zone 2 rates.

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 \* ELEC0113-005 06/01/2011

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 28.55	14.46
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation		
Zone 1.....	\$ 23.83	13.75%+4.75
Zone 2.....	\$ 26.83	13.75%+4.75

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- Pueblo - I-25 & Highway 50

All work outside of these areas shall be paid Zone 2 rates.

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 ELEC0969-005 06/01/2009

MESA COUNTY

	Rates	Fringes
ELECTRICIAN (Excluding traffic signal installation).....	\$ 20.31	8.92
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation		
Zone 1.....	\$ 23.83	13.75%+4.75
Zone 2.....	\$ 26.83	13.75%+4.75

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ENGI0009-002 05/01/2010

	Rates	Fringes
Power equipment operators:		
Asphalt Screed.....	\$ 23.67	9.22
Bituminous or Asphalt Spreader/Laydown Machine....	\$ 23.67	9.22
Bulldozer.....	\$ 23.67	9.22
Crane: 50 tons and under...	\$ 23.82	9.22
Crane: 51 to 90 tons.....	\$ 23.97	9.22
Crane: 91 to 140 tons.....	\$ 24.12	9.22
Crane: 141 tons and over....	\$ 24.88	9.22
Drill Operator: William MF/Watson 2500 only.....	\$ 23.97	9.22
Grader/Blade: Finish.....	\$ 23.97	9.22
Grader/Blade: Rough.....	\$ 23.67	9.22
Loader: Barber Green, etc. & Up to and including 6 cubic yards.....	\$ 23.67	9.22
Loader: Mechanic/Welder (heavy duty).....	\$ 23.97	9.22
Loader: Over 6 cubic yards..	\$ 23.82	9.22
Mechanic and/or Welder (Includes heavy duty & combination mechanic and welder):.....	\$ 26.12	9.22
Oiler.....	\$ 22.97	9.22
Power Broom: 70 HP and over..	\$ 23.67	9.22
Power Broom: Under 70 HP....	\$ 22.97	9.22
Roller (excluding dirt & soil compaction): Self- propelled, all types over 5 tons.....	\$ 23.67	9.22
Roller (excluding dirt & soil compaction): Self- propelled, rubber tires under 5 tons.....	\$ 23.32	9.22
Scraper: Single bowl including pups 40 cubic yards and tandem bowls and over.....	\$ 23.97	9.22
Scraper: Single bowl under 40 cubic yards.....	\$ 23.82	9.22
Trackhoe.....	\$ 23.82	9.22

LABO0086-002 05/01/2009

Rates                      Fringes

Laborers:

Asphalt Laborer/Raker, Common Laborer & Concrete Laborer/Mason Tender.....	\$ 18.68	6.78
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SUCO2001-003 12/20/2001

	Rates	Fringes
BRICKLAYER.....	\$ 15.55	2.85

Carpenters:

Form Work (Excluding Curbs & Gutters).....	\$ 16.54	3.90
All Other Work.....	\$ 16.61	3.88

Concrete Finisher/Cement Mason...	\$ 16.05	3.00
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Ironworkers:

Bridge Rail (Excludes Guardrail).....	\$ 18.22	6.01
Reinforcing.....	\$ 16.69	5.45

Laborers:

Fence Erector (Includes fencing on bridges).....	\$ 13.02	3.20
Form Work (Curbs & Gutters only).....	\$ 11.85	3.45
Guardrail Erector (Excludes bridgerail).....	\$ 12.89	3.20
Landscape and Irrigation Laborer.....	\$ 12.26	3.16
Pipelayer.....	\$ 13.55	2.41
Striping Laborer (Pre-form layout and removal of pavement markings).....	\$ 12.62	3.21
Traffic and Sign Laborer (Sets up barricades and cones, and installs permanent signs).....	\$ 12.43	3.22
Traffic Director/Flagger....	\$ 9.55	3.05

Painters:

Brush.....	\$ 16.94	2.10
Spray.....	\$ 16.99	2.87

Power equipment operators:

Backhoes.....	\$ 16.54	4.24
Bobcat/Skid Loader.....	\$ 15.37	4.28
Compactor - Dirt & Soil Only.....	\$ 16.70	3.30
Concrete Pump Operator.....	\$ 16.52	4.30
Drill Operator: All except William MF/ Watson 2500.....	\$ 16.74	2.66
Forklift.....	\$ 15.91	4.09
Post Driver/Punch Machine...	\$ 16.07	4.41
Rotomill Operator.....	\$ 16.22	4.41
Tractor.....	\$ 13.13	2.95

TRAFFIC SIGNALIZATION:

Traffic Signal Installation		
Groundman		
Class C.....	\$ 11.44	3.25
Truck drivers:		
Floats-Semi Truck.....	\$ 14.86	3.08
Multipurpose Truck-		
Specialty & Hoisting.....	\$ 14.35	3.49
Pickup Truck (Includes		
Pilot and Sign/Barricade		
Truck).....	\$ 13.93	3.68
Single Axle Truck.....	\$ 14.24	3.77
Truck Mechanic.....	\$ 16.91	3.01

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TEAM0435-002 05/01/2000

	Rates	Fringes
Truck drivers:		
Distributor Truck.....	\$ 15.80	5.27
Dump Truck: Over 14 cubic		
yards to and including 29		
cubic yards.....	\$ 15.27	5.27
Dump Truck: Over 29 cubic		
yards to and including 79		
cubic yards.....	\$ 15.80	5.27
Dump Truck: Over 79 cubic		
yards.....	\$ 16.45	5.27
Dump Truck: To and		
including 6 cubic yards &		
over 6 cubic yards to and		
including 14 cubic yards;		
Water Truck.....	\$ 14.93	5.27
Low Boy Truck.....	\$ 17.25	5.27

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

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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WAGE DETERMINATION APPEALS PROCESS

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**(Specific to the Denver Projects)**  
**(Supp 34, Date: 08-19-11)**

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	GROUP 6	\$24.12	\$10.71
	GROUP 7	\$24.88	\$10.79
Ironworkers (Ornamental)		\$24.80	\$10.03
Laborers (Removal of Asbestos)		\$21.03	\$8.55
Plumbers		\$30.19	\$13.55
Pipefitters		\$30.45	\$12.85
Truck Drivers:			
	GROUP 1	\$18.42	\$10.00
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(TUNNELS ABOVE AND BELOW GROUND, SHAFTS, AND RAISES):

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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, forklift, haulage motor man, pugmill, portable screening plant with or without a spray bar, screening plants, with classifier, self-propelled roller, rubber-tires under 5 tons.

GROUP 3 - asphalt plant, backfiller; cableway signalman; C.M.I. and similar, concrete batching plants, concrete finish machine, concrete gang saw on concrete paving, concrete mixer, less than 1 yd., under 8 inches, distributors, bituminous surfaces dozer, drill, diamond or core, elevating graders, elevator operator, lubricating and service engineer, grout machine, gunnite machine, hoist, 1 drum, horizontal directional drill operator, hydraulic backhoes; road stabilization machine, sandblasting Machine, single unit portable crusher, with or without washer, Tie tamper, wheel mounted, trenching machine operator, winch on truck.

GROUP 4 - Cable operated power shovels, draglines, clamshells, 5 cubic yards and under, concrete mixer over 1 Cubic yard, concrete pavers 34E or similar, grade Checker, hoist, 2 drums, mechanic, mixer mobile, Portable crusher, with or without washer; tractor with sideboom, roto-M ill and similar, welder.

GROUP 5 - Cable operated power shovels, draglines, clamshells and Backhoes over 5 cubic yards, caisson drill Watson 2500 similar or larger, motor grader blade-finish, hoist 3 drum or more.

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

GROUP 7 - tower cranes all types.

TRUCK DRIVER CLASSIFICATIONS:

GROUP 1 - Greasemen, Servicemen and Ambulance Drivers, Battery Men, Shuttle Truck or Bus, Flat Rack Tandem Axle.

GROUP 2 - Fork Lift Driver, Straddle Truck Driver, Lumber Carrier, Liquid and Bulk Tankers Single Axle, Combination, Euclid Electric or Similar, Specialty and Hoisting, Truck Drivers Fuel Truck, Grease Truck, Combination Fuel and Grease.

GROUP 3 - Truck Driver Snow Plow, Truck Driver Dump or Type Jumbo and similar type equipment.

GROUP 4 - Cement Mixer Agitator Truck over 10 cubic yards to and including 15 cubic yards, Tire Man, Cab Operated Distributor Truck Driver.

GROUP 5 - Heavy Duty Diesel Mechanic, Body Man, Welders or Combination Men.

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

# EXHIBIT

M

TECHNICAL  
SPECIFICATIONS  
AND PARKS  
STANDARDS  
( **IF ANY** )  
(BOUND  
SEPARATELY)

**EXHIBIT**

**N**

**CERTIFICATE OF  
INSURANCE FORM**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/9/2012

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).

<b>PRODUCER</b> Alliant Insurance Services, Inc. 1301 Dove Street, Suite 200 Newport Beach CA 92660-2436	<b>CONTACT NAME:</b> Alexis Berlanqa	
	<b>PHONE (A/C, No, Ext):</b> 949-660-5965	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> aberlanqa@alliantinsurance.com		
<b>PRODUCER CUSTOMER ID #:</b>		
<b>INSURED</b> American Civil Constructors, Inc. 4901 S. Windermere Street Littleton CO 80120	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Old Republic General Ins Corp	<b>NAIC #</b> 24139
	<b>INSURER B:</b> National Union Fire of PA	<b>NAIC #</b> 19445
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 1115599887      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION RIGHTS	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> <b>OCCUR</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		A1CG49311109	10/1/2011	10/1/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		A1CA49311109	10/1/2011	10/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b>  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000		BE86308535	10/1/2011	10/1/2012	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	A1CW49311110	10/1/2011	10/1/2012	<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)  
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 Automobile Liability policy.

<b>CERTIFICATE HOLDER</b>  City and County of Denver Dept. of Parks and Recreation 201 W. Colfax Ave., Dept. 602 Denver CO 80202-5328	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Carrie Stokes</i>
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