

CONTRACT SERVICES AGREEMENT
“On-Call Services”

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered, effective as of the date set forth on the City’s signature page below (**“Effective Date”**), by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation (the **“City”**) and **APRICITY, INC.** d/b/a ENGINEERED PAVING, a Colorado corporation, with an address of 4802 Christensen Dr., Littleton, Colorado 80123 (the **“Contractor”**), both of which parties may be individually referred to in this Agreement as a **“Party”** or jointly referred to as the **“Parties”**.

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

1. WORK TO BE PERFORMED:

A. Services: The Contractor agrees to perform, as assigned, services under this Agreement on an “on-call” or “as needed” basis. The Contractor shall diligently and skillfully perform these assigned services as described in the **Statement of Work in Exhibit A**, which is attached hereto and incorporated herein by reference (the **“Work”**). As prescribed in issued notices specifying the Work to be performed (**“Work Order”**), the Contractor shall promptly initiate and complete the specifically assigned services during the specified time periods at identified locations (**“Work Projects”**).

B. Oversight: The Contractor shall conduct the Work under the general direction of and in coordination with the Executive Director of the Department of Parks and Recreation or other designated representative (the **“Executive Director”**) and the Department employee(s) assigned to manage the Work Project (the **“Department”**) and make every reasonable effort to fully coordinate the Work Project with any City agency or any person or firm under contract with the City doing work which affects the Contractor’s Work Project. The Contractor agrees to allow the City to review any of the procedures used by it in doing the Work under this Agreement and to make available for inspection all notes and other documents used in performing the Work.

C. Non-exclusivity: The Contractor acknowledges and agrees that this Agreement does not create an exclusive right to perform all Work for which the City may contract. The City may enter agreements with other contractors to perform the same or similar services and

reserves the right to select, at the discretion of the Executive Director, the contractor which is the most cost effective, best suited, or most readily able to perform a specific Work Project.

D. Work Order: As the Department determines the need and availability of funding for each Work Project, the City will issue a written Work Order to the Contractor detailing the nature and extent of services to be provided, the location of the Work Project, and the timeframes within the Work Project is to be performed, with a projected amount to be paid to the Contractor (the “**Work Project Amount**”) based on the Work items described in **Exhibit A** and the **Rate Sheet** set forth in **Exhibit B**, which is attached to this Agreement and incorporated herein by reference, and which the Contractor acknowledges and affirms that the City may rely upon in the preparation of Work Orders as provided herein. Following receipt of the issued Work Order, the Contractor shall, within seventy-two (72) hours and in good faith, confirm in writing the scope of services detailed therein and the associated Work Project Amount, all of which must be in accordance with the terms and conditions of this Agreement, and respond back in writing to the Department as to the Contractor’s ability to initiate and complete the Work Project in the timeframes specified in the Work Order. The Contractor assumes all responsibility and risks, including any additional work or additional costs, for failure to confirm the completeness and accuracy of the Work Order and the Work Project Amount. Confirmation includes, but is not restricted to, inquiries with the Department as to any directions or specifications in the Work Order which are not clear. If the Contractor fails to contact the Department within seventy-two (72) hours following receipt of the issued Work Order and or fails to state unequivocally that the Contractor is ready and willing to perform the Work Project in the manner and timeframes indicated on the Work Order, the Department reserves the right to immediately withdraw the issued Work Order. Upon the Contractor confirming the Work Order, with or without changes or corrections, the Department will notify the Contractor to proceed on the assigned Work Project and acknowledge or deny any corrections or changes to the Work Order or Work Project Amount requested by the Contractor. The Contractor shall promptly proceed to perform the assigned Work Project unless the Contractor rejects the Work Order in writing within seventy-two (72) hours of receiving the Department’s notice to proceed.

E. Work Order Change: If, after the Department notifies the Contractor to proceed to perform a Work Order and commencement on the Work Project, additions, deletions or modifications to the Work described in the Work Order, along with any associated changes in

the Work Project Amount, are required by the Department or are requested by the Contractor and approved in advance by the Department, a Work Order Change will be issued by the Department to the Contractor in accordance to the same standards and procedures prescribed for Work Orders. The Contractor shall promptly and thoroughly review and respond to the proposed changes, in accordance to the same standards and procedures prescribed for Work Orders, and notify the Department that the Contractor is ready and willing to perform the Work Project in the manner and timeframes as modified by the Work Order Change. The Contractor shall promptly proceed to perform the assigned Work Project unless the Contractor rejects the Work Order Change within seventy-two (72) hours of receiving the Department's notice to proceed.

F. Inspection; Deficiency; Invoice: The Contractor shall promptly notify the Department, by submittal of a complete and accurate invoice, as to the completion of the specified Work Project authorized by a Work Order or a Work Order Change so that confirmation or approval of the Work may be made by the Department. If the Work performed is determined by the Department to be deficient or incomplete or that the invoice is not complete or accurate, the Contractor shall correct or complete the Work, at no additional cost to the City, within the timeframe specified in a Notice of Deficiency issued by the Department and promptly notify the Department upon correction or completion of the Work or complete and correct the invoice. Upon determining that the Work has been satisfactorily performed and the invoice is complete and accurate, the Department shall submit the invoice for payment as specified under section 4 of this Agreement.

G. Time is of the Essence: Work Projects are often time sensitive. The Contractor acknowledges and affirms that it is imperative that the Contractor exercise due diligence and actively and expeditiously undertake all measures necessary: 1) in timely reviewing and assessing an issued Work Order or Work Order Change; 2) in inspecting the Work Project site(s); 3) in evaluating the Contractor's ability to initiate and complete the Work Project in the manner and within the timeframe specified in the Work Order or Work Order Change; 4) in confirming the Work Project Amount specified in the Work Order or any changes to the Work Project Amount under a Work Order Change; 5) in responding to the Department as required under this Agreement; 6) in initiating, making good progress, and completing the Work Project, all within the timeframes specified in the Work Order or Work Order Change; and 7) in promptly and fully correcting or completing any Work noted in a Notice of Deficiency. Failure or refusal by the

Contractor to confirm a Work Order or Work Order Change or to initiate, make good progress, or complete Work after receiving a notice to proceed from the Department within the timeframes specified in the Work Order or the Work Order Change may result, at the discretion of the Executive Director and with very short notice, in the withdrawal of the Work Order or Work Order Change. Flagrant or persistent problems with the Contractor performing obligations as specified herein may result in termination of this Agreement as provided in sub-section 5.B. below or, for failure to perform or substantially perform an issued Work Order or Work Order Change within specified timeframes or in accordance with the Work Order or the Work Order Change, in the pursuit of remedies under section 5.D. below. Except as approved by the Executive Director in advance and in writing, the Contractor shall not subcontract with another contractor to perform the Work or assign an issued Work Order or Work Order Change to another contractor.

2. METHODS OF WORK:

A. Resources, Personnel, and Time Commitment: The Work shall be promptly commenced and actively prosecuted with the optimum complement of workers and equipment in order to complete the Work in an effective and expeditious manner. Barring unusual and exceptional circumstances, or unless otherwise directed by the Department, the Contractor shall proceed to do the Work Project during the time period specified in the Work Order. The Contractor shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to perform and complete the Work. The Work shall be undertaken by workers skilled, proficient, and experienced as required by this Agreement and shall be performed in an orderly and responsible manner in accordance with recognized standards contained in this Agreement or provided to the Contractor by the City. If the Department reasonably believes that the Work is not proceeding satisfactorily or timely because the Contractor has not utilized an adequate number of qualified and skilled personnel or workers or provided sufficient tools, supplies, equipment, or materials, then the Department may require the Contractor, at no additional cost to the City, to utilize additional qualified and skilled personnel or workers or provide additional tools, supplies, equipment, or materials to perform the Work in a manner reasonably acceptable to the Department.

B. Permits and Licenses: Any Work specified under this Agreement which require the employment of licensed or registered personnel shall be performed by licensed or registered personnel. To the extent that any permit or license is required by a City department or other governmental entity for any work on public property, said permit or license shall be obtained

and paid for by the Contractor in advance of performing the Work and shall be complied with in the performance of the Work. The Contractor shall obtain, at its own expense, and maintain all other permits or licenses, including any prescribed governmental authorizations or approvals, required for the performance of the Work. The Contractor shall demonstrate, if requested, what actions the Contractor has taken to comply with the required permits, licenses, authorizations or approvals.

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

D. Protection of Property: The Contractor shall assume full responsibility and expense for the protection of all public and private property, including but not limited to structures, street improvements, pathways, irrigation systems, landscaping, water lines, sewers, and other utilities, both above and below ground, at or near the site or sites of the Work or at any other location affected by the prosecution of the Work or the transportation or utilization of workers, equipment, or materials in connection with the Work. The Contractor shall provide, in a timely manner and in advance, written notice to: 1) the City department having charge of any property, right of way, or utility affected by the Work; 2) any utility having charge of any utility affected by the Work; and 3) any private property owner whose property or improvements will be affected by the Work, and shall make all necessary arrangements with such City department, utility, or private property owner for the removal and replacement or the protection of such property. The Contractor shall arrange and obtain any utility locations required by law or necessary to protect utilities or underground facilities on public or private property and shall be liable for any failure to obtain or comply with such utility locations. To the extent that any permit or license is required by a City department or other governmental entity for any work on public property, said permit or license shall be obtained and paid for by the Contractor in advance of performing the Work and shall be complied with in the performance of the Work. If the Contractor or its employees, agents, or subcontractors destroy or damage any property, public or private, the Contractor shall promptly repair or replace such property, to the reasonable satisfaction of the Department, before the City

will accept or pay for the Work performed. If the Contractor fails to make such repairs or replacement, the Executive Director or their designee may, at the Executive Director's or their designee's discretion, undertake such repair or replacement and deduct the cost of the same from amounts payable to the Contractor under this Agreement.

E. Damage to Property: The Contractor shall assume full responsibility and expense for damage to public and private property by or as a result of its Work, both above and below ground, or caused as a result of the transportation or utilization of workers, equipment, or materials in connection with the Work. If the Contractor or its employees, agents, or subcontractors destroy or damage any property, public or private, the Contractor shall promptly repair or replace such property, to the reasonable satisfaction of the Department, before the City will accept or pay for the Work performed. If the Contractor fails to make such repairs or replacement, the Executive Director may, at the Executive Director's discretion, undertake such repair or replacement and deduct the cost of the same from amounts payable to the Contractor under this Agreement.

F. Safety: The Contractor is responsible for the health and safety of every person on or at the Work site and shall take all necessary and appropriate precautions and actions to protect such persons from injury, death or loss. The Contractor shall be responsible for being fully familiar with and complying with all applicable federal, state, and local laws, ordinances, rules and regulations, requirements and guidelines, including the Occupational Safety and Health Act and any regulations or directives adopted thereunder ("**Safety Laws**"). The Contractor shall promptly notify the Department in writing of any violations of said Safety Laws, along with copies of any injury reports, and any citations, orders, or warnings issued by governmental agencies in the enforcement of said Safety Laws. The Contractor shall provide and properly locate all necessary protective devices and safety precautions, including warning signs, barricades, or other devices or precautions as required by Safety Laws or the Department. For all operations requiring the placement and movement of equipment or materials, the Contractor shall observe and exercise, and shall direct its employees or agents to observe and exercise, all appropriate and prudent caution so as to avoid injury to persons or damage to property and to minimize annoyance to or undue interference with the movement of the public and the performance of City functions. All ladders, scaffolding, or other devices used to reach objects not otherwise accessible, shall be of sound construction, firm and stable and shall be maintained in good, operable condition. All such

equipment shall be moved, placed, shifted, and removed from work areas in such a manner as to provide maximum safety to persons and property and cause the least possible interference with the normal usage of such areas by the public and City personnel.

G. Standards and Specifications for Construction; General Conditions: The City General Conditions to the Standards and Specifications for Construction, 2011 Edition, shall apply only as set forth in the specifications for the Work under this Agreement and as referenced in this Agreement. Reference to “Manager” shall be replaced with “Executive Director of Parks and Recreation”; and reference to “Deputy Manager” shall be replaced with “Deputy Executive Director of Parks and Recreation”.

3. TERM: The term of the Agreement runs from the Effective Date of this Agreement for a period of three (3) years or until the Maximum Contract Amount specified is expended, whichever is sooner; or unless this Agreement is terminated earlier as provided in this Agreement; or unless this Agreement is extended as provided in a separate amendment to this Agreement (“**Term**”). If the time needed to complete any Work Order or Work Order Change extends beyond the Term specified herein, this Agreement shall remain in full force and effect but only as to such Work Order or Work Order Change; however, the total amount paid to the Contractor shall not exceed the Maximum Contract Amount specified in sub-section 4.A. below.

4. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount: The Maximum Contract Amount to be paid by the City to the Contractor shall in no event exceed the sum of **ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00)**, unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement. The Maximum Contract Amount stated herein is not intended, and shall not be construed, as a promise or guarantee to the Contractor that Work Orders or Work Order Changes with Work Project Amounts totaling or approximating the Maximum Contract Amount will be issued to the Contractor. Issued Work Orders and Work Order Changes shall not, individually or cumulatively, authorize the performance of Work for which the Work Project Amount(s) exceed the Maximum Contract Amount. It shall be the responsibility of the Contractor to verify that the total Work Project Amount(s) do not exceed the Maximum Contract Amount of this Agreement.

B. Conditions of Payment: Requests for payment, or progress payments, if

applicable or appropriate, must be submitted by the Contractor to the Department fully documenting and itemizing the Work rendered and all equipment, supplies, materials, labor, and other authorized and actually incurred costs, all in accordance with **Exhibit A** and **Exhibit B**. Submittal of an approved invoice by the Contractor, as specified in sub-section 1.F. above, shall be a condition precedent to any obligation for the City to make payment for Work performed by the Contractor. If applicable, a properly issued and signed final receipt and lien waiver shall also be a condition precedent to any obligation for the City to make final payment for Work performed by the Contractor. The request for payment shall affirmatively represent that: 1) Work specified in the Work Order or the Work Order Change has been performed and completed or partially and any Deficiency Notice has been satisfied; 2) no claims, liens, or amounts owed to employees, suppliers, or materialmen are outstanding and all requirements and conditions of section 12 below have been fully complied with; 3) all rights, title and interests to the materials or improvements provided or installed as the result of this Work have transferred to the City; and 4) no interest or encumbrance of any kind associated with the Work will be asserted, has been acquired, or will be made by the Contractor or any other person or entity. If the request for payment does not contain these representations, the request for payment is hereby deemed to contain them. The request for payment must be approved by the Executive Director in writing in order to be eligible for compensation under this Agreement. The City shall deduct and retain a total of five percent (5%) from the total amount of approved applications for payment, including change orders. The City may also deduct in addition to retainage as stated above, the additional amount(s) of any and all outstanding claims pursuant to CRS §38-26-107 from each approved application or invoice for payment. After ninety-five percent (95%) of the Work under the Agreement has been satisfactorily accomplished by the Contractor, the Executive Director, in their sole discretion, may decrease the retained amount to a level that is no less than twice the value of the estimate of remaining Work. Any payment may be reduced by any liquidated damages assessed by the Department under sub-section 5.D., below, or by any costs of any repair or replacement of property as specified in sub-section 2.E. above or correction of Work performed by the City. The Contractor may submit a request to modify the **Exhibit B** rates once per calendar year. The request shall be approved or disapproved by the Executive Director at the Executive Director's sole discretion, provided that any such approved increase shall not exceed five (5%) per year over the then-current prices, and provided that any such increase is subject to the appropriation of funds in accordance with sub-

section 4.C. below and a separate amendment to this Agreement.

C. Subject to Appropriation; No Multiple Year Obligation: It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. The Contractor acknowledges that 1) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and 2) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

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

E. Prompt Payment: All invoicing and payments are subject to the City's Prompt Payment Ordinance, Denver Revised Municipal Code ("**D.R.M.C.**") §§ 20-107 through 20-118.

5. TERMINATION AND REMEDIES:

A. Termination for Convenience of the City: The Executive Director, upon giving twenty (20) calendar days written notice (unless a longer period is given), may terminate this Agreement, in whole or part, at the City's sole convenience. To the extent that the Contractor has initiated or completed Work on an issued Work Order or Work Order Change for which the Contractor has not yet been compensated in accordance with this Agreement, the Work required under the Work Order or Work Order Change shall be completed and such compensation for all such authorized Work shall be paid to the Contractor in accordance with this Agreement. The Contractor shall have no claim of any kind whatsoever against the City for any termination without cause, except for compensation as described herein.

B. Termination, with Cause, by the City: The occurrence of any one or more of the following shall constitute a breach of this Agreement ("**Breach**"), for which the Executive Director may, at the Executive Director's option, either terminate this Agreement or withdraw a Work Order or a Work Order Change, with cause, upon written notice to the Contractor:

- 1) The Contractor fails or refuses, within three (3) calendar days of

being notified, to expeditiously and actively undertake or substantially or timely perform its responsibilities and obligations or fails or refuses to make adequate progress in performing its responsibilities and obligations under this Agreement or under any Work Order or Work Order Change issued under this Agreement, including the due diligence obligations set forth in section 1 of this Agreement or the Work methods under section 2 of this Agreement, provided that the failure or refusal to undertake, make good progress, or complete the Work is not due to matters beyond the Contractor's control such as weather disaster or persistent bad weather, floods, or other acts of God, civil unrest, acts of the public enemy, national calamity, a strike at a manufacturer or supplier for the Work Project, or widespread unavailability of necessary materials or supplies;

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

3) The Contractor has persistently or flagrantly failed to perform the Work or failed to timely perform the Work or to comply with the specifications and requirements as set forth in the Statement of Work in **Exhibit A** to this Agreement;

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

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

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

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

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

protect the interests of the City;

9) The Contractor has failed to obtain or maintain any required permit or license or has utilized personnel or workers not licensed or registered as required by law;

10) The Contractor has flagrantly or persistently failed or refused to comply with any applicable Safety Laws or fails or refuses to rectify any condition or situation in violation of applicable Safety Laws;

11) The Contractor has failed to deliver title or warranties or has failed to honor warranties as required by this Agreement;

12) The Contractor fails, within three (3) calendar days of being notified, to comply with, or fails to compel its subcontractors to comply with, the prevailing wage requirements or other City ordinances applicable to the type and nature of Work being performed under this Agreement;

13) The Contractor has failed or has refused to obtain or maintain any environmental permit or approval or has failed or has refused to comply with Environmental Requirements, as specified in this Agreement or the Scope of Work; or

14) The Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with the Contractor's business.

C. Compensation: Upon termination of this Agreement or withdrawal of a Work Order or Work Order Change by the Department, with cause, under sub-section 5.B. above, the Contractor shall be compensated for the Work that the Executive Director determines to have been satisfactorily completed, except that the City shall be entitled to keep any unpaid amount owing to the Contractor to the extent that said amount or some portion of said amount is needed to compensate the City for: 1) the costs of releasing any liens or covering any subcontractor or supplier claims related to the Contractor's Work; 2) the costs of paying a new contractor for those services necessary to complete or rectify the Contractor's Work; or 3) the costs to repair or replace any damaged or lost property caused by the Breach. The Contractor shall have no claim of any kind whatsoever against the City for any termination with cause, except for compensation for the Work satisfactorily performed as described herein.

D. Remedies:

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

2) *Liquidated Damages*: If the Executive Director or their designee determines, for a Breach of Agreement under sub-section 5.B., not to terminate this Agreement but to apply liquidated damages as provided in this sub-section, the Contractor shall be liable to the City for liquidated damages in the amount of One Hundred Dollars (\$100.00) per day, calculated from the day that the Executive Director or the designee issues notice to the Contractor of a Breach under sub-section 5.B. through the day before the Breach is remedied, or the day before a new Work Order or Agreement is executed with another contractor to perform the Work, as so determined by the Executive Director or their designee. The Contractor and City hereby acknowledges and agrees that it would be impractical and extremely difficult to estimate the damages which the City might incur for said breach, and that, in the interest of assuring that the Work is timely and properly performed, the liquidated damages provided herein is the most fair and reasonable way to compensate the City for any delay or inadequate performance without termination of this Agreement or litigation.

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

7. INDEPENDENT CONTRACTOR: It is understood and agreed that the status of the Contractor shall be that of an independent contractor and an entity or person retained on a

contractual basis to perform contracted services for limited periods of time, and it is not intended, nor shall it be construed, that the Contractor or the Contractor's employees, agents, or subcontractors are employees or officers of the City under Chapter 18 of D.R.M.C. or for any purpose whatsoever. The Contractor is responsible for the operational management, errors and omissions of the Contractor's employees, agents, and subcontractors. Without limiting the foregoing, the Contractor understands and acknowledges that the Contractor and the Contractor's employees, agents and subcontractors: 1) are not entitled to workers' compensation benefits through the City; 2) are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity besides the City; and 3) are obligated to pay federal and state taxes on any monies earned pursuant to this Agreement. Furthermore, it is understood and agreed that nothing in this Agreement is intended, or shall be construed, to constitute a joint venture between the Parties.

8. INSURANCE:

A. General Conditions: The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. 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 require 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 identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain,

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

B. Proof of Insurance: The Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. 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.

C. Additional Insureds: For Commercial General Liability, Business Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. Waiver of Subrogation: For all coverages required by this Agreement, the Contractor's insurer shall waive subrogation rights against the City.

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

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

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

injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

H. Business Automobile Liability: Contractor shall maintain Business Automobile Liability, or its equivalent, with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the Contractor's Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

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

9. DEFENSE AND INDEMNIFICATION:

A. The Contractor hereby agrees to defend, indemnify, and hold harmless the City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("**Claims**"), unless and until such Claims have been specifically determined by the trier of fact to be due to the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Contractor or its subcontractors or sub-consultants either passive or active, irrespective of fault, including the City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

B. The Contractor's duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether an action has been filed in court on the Claim. The Contractor's duty to defend and indemnify the City shall

arise even if the City is the only Party sued and/or it is alleged that the City's negligence or willful misconduct was the sole cause of the alleged damages.

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

10. **COLORADO GOVERNMENTAL IMMUNITY ACT:** The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101 *et seq.*, C.R.S.

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

12. **LIENS AND OTHER ENCUMBRANCES:** The Contractor shall not permit any mechanic's or materialman's liens or any other liens to be imposed and remain for more than ninety (90) days upon any City-owned property, or any part thereof, by reason of any worker labor performed or materials or equipment furnished by any person or legal entity to or on behalf of the Contractor, either pursuant to C.R.S. § 38-26-107 or by any other authority. The Contractor shall

promptly pay when due all bills, debts and obligations incurred in connection with this Agreement and shall not permit the same to become delinquent. The Contractor shall not permit any lien, mortgage, judgment, execution or adjudication of bankruptcy which will in any way impair the rights of the City under this Agreement. The Contractor will indemnify and save harmless the City for the extent of any and all payments, interests, and penalties resulting from failure to comply with this section. The Contractor's obligations set out in this section 12 shall survive the expiration or termination of this Agreement.

13. ENVIRONMENTAL COMPLIANCE: The Contractor shall obtain all necessary federal, state, and local environmental permits and comply with all applicable federal, state, and local environmental permit requirements relating to the Work. The Contractor shall comply with all applicable federal, state, and local environmental guidelines, rules, regulations, statutes, laws, and orders (collectively, "**Environmental Requirements**"), including but not limited to Environmental Requirements regarding the storage, use, transportation, and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. The term "Hazardous Materials" shall mean asbestos, asbestos-containing materials, and asbestos- contaminated soils, special wastes, polychlorinated biphenyls (PCBs), any petroleum products, natural gas, radioactive source material, pesticides, any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act, state statute counterparts to these federal statutes, any guidelines issued and rules or regulations promulgated pursuant to federal or state statutes, and any other applicable federal or state statute.

14. DISPOSAL OF NON-HAZARDOUS WASTE AT DADS: In accordance with the Landfill Agreement made between the City and Waste Management of Colorado, Inc., the Contractor will be required to haul dedicated loads (non-hazardous entire loads of waste) to the Denver-Arapahoe Disposal Site ("**DADS**") for disposal. DADS is located at Highway 30 and Hampden Avenue in Arapahoe County, Colorado. The City will pay all fees associated with such disposal but the Contractor shall be responsible for the costs of transporting the loads. Non-hazardous waste is defined as those substances and materials not defined or classified as hazardous

by the Colorado Hazardous Waste Commission pursuant to C.R.S. §25-15-207, as amended from time to time, and includes construction debris, soil and asbestos. Proposals shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

15. 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.

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

17. EXAMINATION OF RECORDS AND AUDITS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right

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

18. ASSIGNMENT AND SUBCONTRACT: Unless otherwise expressly provided in this Agreement, the Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without first obtaining the prior written consent of the Executive Director. Any assignment or subcontract approved by the Executive Director may require new or extended surety and insurance being provided by the Contractor or the Contractor's assignee or subcontractor, as specified in the Executive Director's written consent. Any assignment or subcontract without the Executive Director's written consent shall be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has the sole and absolute discretion whether to consent to any assignment or subcontract or whether to terminate the Agreement because of unauthorized assignment or subcontract. In the event of any unauthorized assignment or subcontract: 1) the Contractor shall remain responsible to the City; and 2) no contractual relationship shall be created between the City and assignee or subcontractor.

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

20. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which purport to obligate the City must be executed by the City in accordance with the City's Charter and D.R.M.C..

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

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

23. CONFLICT OF INTEREST:

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

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

24. NOTICES AND WORK ORDERS: All notices required by the terms of this Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requests, or mailed via United States mails, postage prepaid, if to the Contractor, at the address first above written, and if to the City, at:

By Contractor to: Executive Director of Parks and Recreation
201 West Colfax Avenue, Dept. 601
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses as to where or as to whom notices are to be provided. However, these substitutions will not become effective until actual receipt of written notification.

Work Orders and Work Order Changes and related communications and responses may be delivered by means of facsimile transmission or email.

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

26. GOVERNING LAW; VENUE; AND CONSTRUCTION DEFECTS:

A. Governing Law: This Agreement shall be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted and/or promulgated pursuant thereto, including any amendments. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference.

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

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

D. Construction Defects: The Contractor expressly waives all rights and limitations of liability it may have under Part 8 of Article 20 of Title 13 of the Colorado Revised Statutes regarding defects in the Work performed under this Agreement.

27. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity or gender expression, marital status, source of income, military status, protective hairstyle, or disability; and the Contractor further agrees to insert the foregoing provision in all approved subcontracts hereunder.

28. DIVISION OF SMALL BUSINESS OPPORTUNITY REQUIREMENTS:

A. This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, D.R.M.C., designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “**MWBE Ordinance**”); and any Rules and Regulations promulgated pursuant thereto. The requirement for Minority/Women-Owned Business Enterprise (“**MWBE**”) participation established for this Agreement by the Division of Small Business Opportunity (“**DSBO**”) is 10%.

B. Under § 28-68, D.R.M.C., the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting MWBEs performing on this Agreement through a Work Order Change, contract amendment, force account, or other modification under § 28-70, D.R.M.C. The Contractor acknowledges that:

1) If directed by DSBO, the Contractor is required to develop and comply with a Utilization Plan in accordance with § 28-62(b), D.R.M.C. Along with the Utilization Plan requirements, the Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE requirement. The Utilization Plan is subject to modification by DSBO.

2) If Work Order Changes or any other contract modifications are issued under the Agreement, the Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such

contract, upon any of the bases under § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.

3) If Work Order Changes or other amendments or modifications are issued under the contract that include an increase in the scope of work of this Agreement, whether by amendment, change order, force account or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such Work Order Changes or contract modifications shall be promptly submitted to DSBO for notification purposes.

4) Those amendments, Work Order Changes, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subcontractors/subconsultants are subject to the original overall contract requirement. The Contractor shall satisfy the requirement with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Contractor must also satisfy the requirements under §§ 28-60 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Contractor shall supply to the DSBO Director all required documentation under §§ 28-60, 28-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the contract.

5) If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Contractor is required to comply with § 28-72, D.R.M.C. regarding prompt payment to MWBEs. Payment to MWBE subcontractors/subconsultants shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor/subconsultant's invoice.

6) Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-76 of the MWBE Ordinance.

7) Should any questions arise regarding DSBO requirements, the Contractor should consult the MWBE Ordinance or may contact the designated DSBO representative at (720) 913-1999.

29. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Contractor shall cooperate and comply with the provisions of Executive Order 94 concerning the use,

possession or sale of alcohol or drugs. Violation of this provision or refusal to cooperate with implementation of the policy can result in the City barring the Contractor from City facilities or participating in City operations.

30. PREVAILING WAGES:

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

B. Date bid or request for qualifications/proposals was advertised: May 21, 2024.

C. Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the actual date of bid or proposal issuance, if applicable. Unless expressly provided for in this Agreement, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

D. Contractor shall provide the Auditor with a list of all subcontractors providing any services under the contract.

E. Contractor shall provide the Auditor with electronically certified payroll records for all covered workers employed under the contract.

F. Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.

G. If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor

has been provided. The City may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe benefits.

31. COMPLIANCE WITH DENVER WAGE LAWS: To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

32. PERFORMANCE BOND: Without limiting or waiving any other responsibilities or obligations of the Contractor under this Agreement, the Contractor shall provide a performance bond(s), an irrevocable letter of credit, or other performance guarantees, substantially in the form specified in **Exhibit E**, which is attached hereto and incorporated herein by reference. The performance guarantee shall be furnished covering all Work performed hereunder. An initial performance guarantee in the amount of **FIFTY THOUSAND DOLLARS (\$50,000.00)** shall be provided at the time of Agreement execution. In the event the dollar amount of Work authorized under all Work Orders exceeds this amount, the Contractor shall provide properly executed bond Change Riders, also in the form specified in **Exhibit E**, totaling the amount of all authorized Work Orders (the "**Surety**"). The form of letters of credit or other performance guarantees must be acceptable to the City Attorney. The Contractor shall deliver to the Executive Director, prior to the execution of the Agreement, a fully executed Surety which shall provide effective and sufficient financial assurance for the full and faithful performance of the Contractor's duties and obligations under this Agreement and the payment of bills for labor and materials for the Work, along with appropriate powers of attorney. The Surety must be issued from a surety corporation or bank authorized to do business in the State of Colorado and which is acceptable to the City. Such Surety shall be payable to the City upon demand for the Contractor's failure to perform as required under this Agreement and/or failure to pay all amounts owed to laborers, mechanics,

subcontractors, and materialmen for work performed or materials, supplies, rental items, tools, and equipment provided for the Work under this Agreement. The Surety shall also assure the repair or replacement of any Work found to be defective or otherwise not in compliance with this Agreement. The Surety shall remain in effect or be promptly renewed or replaced by another Surety acceptable to the City during the Term of the Agreement and during the Term of any extension amendment and for a ninety (90) day period after the expiration or termination of this Agreement or any extension amendment and any warranty period or other period prescribed by law. Satisfactory proof of renewal or acceptable replacement must be provided to the Executive Director at least sixty (60) days prior to the date of expiration or termination of the Surety. The Contractor's obligations set out in this section shall survive the expiration or termination of this Agreement and failure to obtain or maintain said Surety shall be grounds for immediate termination.

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

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

35. SURVIVAL OF CERTAIN PROVISIONS: The terms and conditions of this Agreement, together with the exhibits and attachments hereto, which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or earlier termination of this Agreement, shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Contractor's obligations to provide the insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period. In addition, all obligations for financial assurances, warranties, and title prescribed in this Agreement shall survive as provided in this Agreement.

36. INUREMENT: The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

37. SECTION HEADINGS: The captions and headings set forth herein are for

convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

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

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

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

[SIGNATURES PAGES FOLLOW]

Contract Control Number: PARKS-202475683-00
Contractor Name: Apricity, Inc. dba Engineered Paving

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:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

PARKS-202475683-00
Apricity, Inc. dba Engineered Paving

By: Signed by:
Gary Beutler
E79A666AD78048F... _____

Name: Gary Beutler
(please print)

Title: vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A

Scope of Work

A. GENERAL DESCRIPTION:

The Department of Parks and Recreation (“DPR”) has a need for concrete and landscape restoration, repair, and improvement services at its golf course facilities on an on-call basis. DPR seeks to establish a group of qualified on-call contractors to provide demolition, asphalt and concrete installation, tree and mulch placement, and other related services.

NOTE: Work will **not** occur on the actual golf course greens.

Below are DPR’s seven golf course locations within Denver, along with DPR’s single mountain golf course. Visit www.cityofdenvergolf.com to learn more about Denver Golf, the facilities, and more.

Aqua Golf: 501 W. Florida, Denver, CO 80223

City Park Golf Course: 3181 E. 23rd Ave, Denver, CO 80205

Harvard Gulch Golf Course: 660 E. Iliff Ave, Denver, CO 80212

Kennedy Golf Course: 10500 E. Hampden A, Denver, CO 80014

Overland Park Golf Course: 1801 S. Huron St, Denver, CO 80223

Wellshire Golf Course: 3333 S. Colorado Blvd, Denver, CO 80222

Willis Case Golf Course: 4999 Vrain St, Denver, CO 80212

Evergreen Golf Course: 29614 Upper Bear Creek Rd, Evergreen, CO 80439

B. DESCRIPTION OF SERVICES:

It’s anticipated that the on-call contractor’s scope of work may entail work at any of Denver’s eight golf course facilities. Work may include, without limitation, pavements, curbing, and landscaping or irrigation, depending on the scope of the Work Order/project. DPR anticipates that work may be phased to limit disruptions to golf course operations.

Services may include:

- Demolition, clearing, and grubbing
- Erosion control
- Installation of concrete pavement, including but not limited to walkways/cart paths, plazas, curbs and gutters, and planter islands
- Minor asphalt paving/repairs
- Minor landscape grading
- Installation/modifications of irrigation systems (drip/spray)
- Installation of trees, shrubs, and perennials
- Installation of mulch (rock/wood)
- Seeding/sodding
- Related landscape restoration, repair or improvement services as needed

C. TECHNICAL SPECIFICATIONS:

Work performed shall be governed by the applicable provisions of the following technical specifications:

- Denver Transportation Standards and Details for the Engineering Division
https://www.denvergov.org/files/assets/public/dot/documents/standards/pwes-001.5-transportation_standards_and_details_for_the_engineering_division.pdf

- Denver Parks and Recreation Standards and Specifications
<https://www.denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Parks-Recreation/Planning-Community-Engagement/Construction-Design-Resources>
- CCD - Standard Specifications for Construction, General Contract Conditions (2011) as applicable <https://www.denvergov.org/files/assets/public/contract-administration/documents/contractor-resources/2011-denver-general-contract-conditions.pdf>
- Project specific plans and specifications (to be provided for each specific project)

All work shall be installed in accordance with all applicable permits and in compliance with local, county, state, and federal requirements, including but not limited to building, mechanical, electrical, National Pollution Discharge Elimination System, stormwater, and Denver Department of Public Health and Environment (DDPHE) requirements. The contractor performing work must be licensed in the State of Colorado as applicable by trade type.

D. COORDINATION:

Coordination meetings with City staff, utility companies, and/or other City contractors may be required from the Notice to Proceed through project completion, depending on the Work Order/project.

Exhibit B

No	Description	UOM	Group Name	Project Name	Price	Quantity	Total Cost
1	Division Lead	Hourly Rate	Personnel Classification	Concrete & Landscape Services	\$249	1	\$249
2	Project Manager	Hourly Rate	Personnel Classification	Concrete & Landscape Services	\$178	1	\$178
3	Foreman	Hourly Rate	Personnel Classification	Concrete & Landscape Services	\$140	1	\$140
4	Landscape Laborer	Hourly Rate	Personnel Classification	Concrete & Landscape Services	\$98	1	\$98
5	Concrete Laborer	Hourly Rate	Personnel Classification	Concrete & Landscape Services	\$98	1	\$98

Exhibit D
Prevailing Wages
click here for an overview of Denver Prevailing Wages

City and County of Denver



TIMOTHY M. O'BRIEN, CPA
AUDITOR

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

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: January 8, 2024
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, **Tuesday, January 9, 2024**, and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO 20240009
Superseded General Decision No. CO 20230009
Modification No. 0
Publication Date: 1/9/2024
(9 pages)

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

Attachments as listed above.

In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under \$18.29 to comply with the city's minimum wage.

| higher) for all hours
| spent performing on the
| contract in 2024.

|
| If the contract was awarded on | . Executive Order 13658
| or between January 1, 2015 and | generally applies to the
| January 29, 2022, and the | contract.
| contract is not renewed or | . The contractor must pay
all | covered workers at least
| extended on or after January | \$12.90 per hour (or the
| 30, 2022: | applicable wage rate
| listed | on this wage
| determination, | if it is higher) for all
| hours spent performing on
| that contract in 2024.

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

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

Modification Number Publication Date
 0 01/05/2024

CARP9901-008 11/01/2019

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 26.50	10.32

ELEC0068-016 03/01/2011

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

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

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

ENGI0009-008 05/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
(3)-Hydraulic Backhoe (Wheel Mounted, under 3/4 yds), Hydraulic Backhoe (Backhoe/Loader combination), Drill Rig		

Caisson (smaller than Watson 2500 and similar), Loader (up to and including 6 cu. yd.).....\$ 33.14	14.20
(3)-Loader (under 6 cu. yd.) Denver County.....\$ 33.14	14.20
(3)-Motor Grader (blade- rough) Douglas County.....\$ 33.19	14.20
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....\$ 33.83	14.20
(4)-Loader (over 6 cu. yd) Denver County.....\$ 33.30	14.20
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....\$ 33.48	14.20
(5)-Motor Grader (blade- finish) Douglas County.....\$ 33.65	14.20
(6)-Crane (91-140 tons).....\$ 35.28	14.20

SUCO2011-004 09/15/2011

	Rates	Fringes
CARPENTER (Excludes Form Work)....\$ 19.27		5.08
CEMENT MASON/CONCRETE FINISHER		
Denver.....\$ 20.18		5.75
Douglas.....\$ 18.75		3.00
ELECTRICIAN (Excludes Traffic Signal Installation).....\$ 35.13		6.83
FENCE ERECTOR (Excludes Link/Cyclone Fence Erection).....\$ 18.29 **		3.20
GUARDRAIL INSTALLER.....\$ 18.29 **		3.20

HIGHWAY/PARKING LOT

STRIPING:Painter

Denver.....	\$ 18.29	**	3.21
Douglas.....	\$ 15.89	**	3.21

IRONWORKER, REINFORCING

(Excludes Guardrail

Installation).....	\$ 16.69	**	5.45
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IRONWORKER, STRUCTURAL

(Includes Link/Cyclone Fence

Erection, Excludes Guardrail

Installation).....	\$ 18.22		6.01
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LABORER

Asphalt Raker.....	\$ 16.29	**	4.25
Asphalt Shoveler.....	\$ 21.21		4.25
Asphalt Spreader.....	\$ 18.58		4.65

Common or General

Denver.....	\$ 16.76	**	6.77
Douglas.....	\$ 16.29	**	4.25

Concrete Saw (Hand Held)....	\$ 16.29	**	6.14
Landscape and Irrigation....	\$ 15.26	**	3.16

Mason Tender-
Cement/Concrete

Denver.....	\$ 16.96	**	4.04
Douglas.....	\$ 16.29	**	4.25

Pipelayer

Denver.....	\$ 18.29	**	2.41
Douglas.....	\$ 16.30	**	2.18

Traffic Control (Flagger)....	\$ 18.29	**	3.05
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Traffic Control (Sets
Up/Moves Barrels, Cones,
Install Signs, Arrow
Boards and Place
Stationary Flags) (Excludes
Flaggers).....

.....	\$ 18.29	**	3.22
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PAINTER (Spray Only).....	\$ 16.99	**	2.87
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POWER EQUIPMENT OPERATOR:

Asphalt Laydown

Denver.....	\$ 22.67		8.72
Douglas.....	\$ 23.67		8.47

Asphalt Paver		
Denver.....	\$ 24.97	6.13
Douglas.....	\$ 25.44	3.50
Asphalt Roller		
Denver.....	\$ 23.13	7.55
Douglas.....	\$ 23.63	6.43
Asphalt Spreader.....	\$ 22.67	8.72
Backhoe/Trackhoe		
Douglas.....	\$ 23.82	6.00
Bobcat/Skid Loader.....	\$ 18.29 **	4.28
Boom.....	\$ 22.67	8.72
Broom/Sweeper		
Denver.....	\$ 22.47	8.72
Douglas.....	\$ 22.96	8.22
Bulldozer.....	\$ 26.90	5.59
Concrete Pump.....	\$ 21.60	5.21
Drill		
Denver.....	\$ 20.48	4.71
Douglas.....	\$ 20.71	2.66
Forklift.....	\$ 15.91 **	4.68
Grader/Blade		
Denver.....	\$ 22.67	8.72
Guardrail/Post Driver.....	\$ 16.07 **	4.41
Loader (Front End)		
Douglas.....	\$ 21.67	8.22
Mechanic		
Denver.....	\$ 22.89	8.72
Douglas.....	\$ 23.88	8.22
Oiler		
Denver.....	\$ 23.73	8.41
Douglas.....	\$ 24.90	7.67
Roller/Compactor (Dirt and Grade Compaction)		
Denver.....	\$ 20.30	5.51
Douglas.....	\$ 22.78	4.86
Rotomill.....	\$ 16.22 **	4.41
Screed		
Denver.....	\$ 22.67	8.38
Douglas.....	\$ 29.99	1.40
Tractor.....	\$ 13.13 **	2.95
TRAFFIC SIGNALIZATION:		
Groundsman		
Denver.....	\$ 18.29	3.41

Douglas.....	\$ 18.67		7.17
TRUCK DRIVER			
Distributor			
Denver.....	\$ 18.29		5.82
Douglas.....	\$ 16.98	**	5.27
Dump Truck			
Denver.....	\$ 18.29	**	5.27
Douglas.....	\$ 16.39	**	5.27
Lowboy Truck.....	\$ 18.29		5.27
Mechanic.....	\$ 26.48		3.50
Multi-Purpose Specialty & Hoisting Truck			
Denver.....	\$ 18.29		3.17
Douglas.....	\$ 20.05		2.88
Pickup and Pilot Car			
Denver.....	\$ 18.29	**	3.77
Douglas.....	\$ 16.43	**	3.68
Semi/Trailer Truck.....	\$ 18.39		4.13
Truck Mounted Attenuator....	\$ 18.29	**	3.22
Water Truck			
Denver.....	\$ 26.27		5.27
Douglas.....	\$ 19.46		2.58

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

**Office of the Prevailing Wage
 Administrator for Supplemental Rates
 (Specific to Denver projects)
 Revision Date 01-01-2024**

Classification		Base	Fringe
Guard Rail Installer		\$18.29	\$3.20
Highway Parking Lot Striping: Painter		\$18.29	\$3.21
Ironworker (Ornamental)		\$26.05	\$12.00
Laborer	Removal of Asbestos	\$21.03	\$8.55
Laborer (Landscape & Irrigation)		\$18.29	\$3.16
Laborer: Traffic Control (Flagger)		\$18.29	\$3.05
Laborer: Stationary Flags (excludes Flaggers)		\$18.29	\$3.22
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Pipefitter		\$30.45	\$12.85
Plumber		\$30.19	\$13.55
Power Equipment Operator (Tunnels Above and Below Ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31
Truck Driver: Truck Mounted Attenuator		\$18.29	\$3.22

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

City and County of Denver



TIMOTHY M. O'BRIEN, CPA
AUDITOR

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

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: February 26, 2024
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, **Monday, February 26, 2024**, and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO 20240002
Superseded General Decision No. CO 20230002
Modification No. 1
Publication Date: 2/23/2024
(9 pages)

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

Attachments as listed above.

In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under \$18.29 to comply with the city's minimum wage.

| determination, if it is
| higher) for all hours
| spent performing on the
| contract in 2024.

|
| If the contract was awarded on | Executive Order 13658
| or between January 1, 2015 and | generally applies to the
| January 29, 2022, and the | contract.
| contract is not renewed or | . The contractor must pay
| all | covered workers at least
| extended on or after January | \$12.90 per hour (or the
| 30, 2022: | applicable wage rate
| listed | on this wage
| determination, | if it is higher) for all
| hours spent performing on
| that contract in 2024.

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

Additional information on contractor requirements and worker

protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	02/23/2024

* ASBE0028-001 01/01/2024

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 32.98	16.47

BRCO0007-004 01/01/2023

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

	Rates	Fringes
BRICKLAYER.....	\$ 34.18	10.86

BRCO0007-006 05/01/2023

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 31.89	13.70

ELEC0012-011 09/01/2023

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 31.90	14.96

 ELEC0068-001 06/01/2023

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

	Rates	Fringes
ELECTRICIAN.....	\$ 43.20	18.38

 ELEC0111-001 09/01/2023

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 24.61	21.25%+7.40
Line Equipment Operator.....	\$ 39.77	21.25%+7.40
Lineman and Welder.....	\$ 55.22	24.25%+7.40

 * ELEC0111-007 01/01/2023

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 27.10	12.62

 ELEC0113-002 06/01/2023

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 35.70	17.52

 ENGI0009-001 05/01/2023

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 34.58	14.25
Blade: Rough.....	\$ 34.05	14.25
Bulldozer.....	\$ 34.05	14.25
Cranes: 50 tons and under..	\$ 34.77	14.25
Cranes: 51 to 90 tons.....	\$ 35.07	14.25
Cranes: 91 to 140 tons.....	\$ 36.27	14.25
Cranes: 141 tons and over...	\$ 38.63	14.25
Forklift.....	\$ 33.62	14.25
Mechanic.....	\$ 34.58	14.25
Oiler.....	\$ 33.19	14.25
Scraper: Single bowl under 40 cubic yards.....	\$ 34.21	14.25
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 34.41	14.25
Trackhoe.....	\$ 34.21	14.25

 IRON0024-003 11/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 55.25	3.65
Structural		

 LABO0086-001 05/01/2009

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

 PLUM0003-005 06/01/2023

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

	Rates	Fringes
PLUMBER.....	\$ 48.23	19.77

PLUM0058-002 07/01/2023

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 43.90	16.83

PLUM0058-008 07/01/2023

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 43.90	16.83

PLUM0145-002 07/01/2023

MESA COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 37.57	14.93

PLUM0208-004 06/02/2023

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

	Rates	Fringes
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PIPEFITTER.....\$ 44.56 19.72

SHEE0009-002 07/01/2023

Rates Fringes

Sheet metal worker.....\$ 38.47 20.83

TEAM0455-002 07/01/2023

Rates Fringes

Truck drivers:

Pickup.....\$ 25.46 4.77

Tandem/Semi and Water.....\$ 26.09 4.77

* SUCO2001-006 12/20/2001

Rates Fringes

BOILERMAKER.....\$ 18.29

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.....\$ 55.25 3.65

Laborers:

Common.....\$ 18.29 ** 2.92

Flagger.....\$ 18.29 ** 3.80

Landscape.....\$ 18.29 ** 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

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

**Office of the Prevailing Wage
Administrator for Supplemental Rates
(Specific to Denver projects)
Revision Date 01-01-2024**

Classification		Base	Fringe
Ironworker	Ornamental	\$24.80	\$10.03
Laborer	Group 1	\$18.18	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Common)		\$18.29	\$2.92
Laborer (Flagger)		\$18.29	\$3.80
Laborer (Landscape)		\$18.29	\$3.21
Laborer (Janitor)	Janitor/Yardmen	\$17.68	\$8.22
Laborer (Asbestos)	Removal of Asbestos	\$21.03	\$8.55
Laborer (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
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Power Equipment Operator (Tunnels above and below ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31

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

**CITY AND COUNTY OF DENVER
DEPARTMENT OF PARKS & RECREATION**

PERFORMANCE AND PAYMENT BOND

Apricity Inc, dba
Engineered Paving

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, a corporation organized and existing under and by virtue of the laws of the State of Colorado, hereafter referred to as the "Contractor", and US Specialty Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of Texas, and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", in the penal sum of Fifty Thousand Dollars (\$50,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has on the _____ day of _____, 2024, 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 work and obligations of **CONTRACT NO. 202475683**, [ON-CALL **CONCRETE & LANDSCAPE RESTORATION SERVICES AT GOLF FACILITIES**], Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

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

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

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

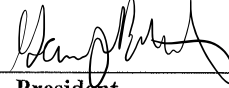
PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, grease, coal, or any other supplies or materials used or consumed by said Contractor or its subcontractors in performance of the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

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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this
8th day of August, 2024.

Apricity, Inc. dba Engineered Paving

Contractor

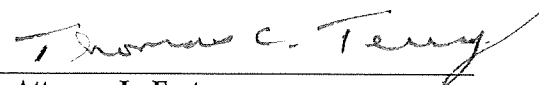
By: 
President

Attest:


Secretary

US Specialty Insurance Company

Surety

By: 
Attorney-In-Fact

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

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

APPROVED FOR THE CITY AND COUNTY OF DENVER

By: _____
ASSISTANT CITY ATTORNEY

By: _____
MAYOR

By: _____
EXECUTIVE DIRECTOR OF PARKS
& RECREATION



TOKIOMARINE
HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, U.S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint,

THOMAS C. TERRY

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number 100880930, issued in the course of its business and to bind the Company thereby, in an amount not to exceed Three million and 00/100 (\$3,000,000.00). Said appointment is made under and by authority of the following resolutions of the Board of Directors of U. S. Specialty Insurance Company:

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

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

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." Adopted by unanimous written consent in lieu of meeting on September 1st, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, U.S. Specialty Insurance Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 18th day of April, 2022.



U.S. SPECIALTY INSURANCE COMPANY

By: Adam S. Pessin
Adam S. Pessin, Senior Vice President

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

State of California
County of Los Angeles

On this 18th day of April, 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, Senior Vice President of U.S. Specialty Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sonia O. Carrejo (seal)



I, Kio Lo, Assistant Secretary of U.S. Specialty Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 8th day of August, 2024.

Bond No. 100880930
Agency No. 11777



Kio Lo
Kio Lo, Assistant Secretary