

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the “**Assignment Agreement**”) made and entered into, effective as of the date set forth on the City’s signature page (“**Effective Date**”), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”) and **SCHOOL DISTRICT NO. 1 IN CITY AND COUNTY OF DENVER AND THE STATE OF COLORADO**, whose address is 1860 Lincoln Street, Denver, Colorado 80203 (the “**Assignee**”), individually “**Party**” and jointly “**the Parties**”.

RECITALS

WHEREAS, the Assignee proposes to perform construction and other improvements on or in City-owned property known as Northfield Campus Sports Complex (“**Property**” or “**Site**”), design and construction of which is referred to herein as the “**Project**” (see Paragraph 1, below); and

WHEREAS, the City, through its Department of Parks and Recreation (“**DPR**”), supports this Project and is willing to authorize the Assignee to undertake this Project on the Property subject to the terms and conditions of this Assignment Agreement; and

WHEREAS, the Assignee acknowledges and affirms that this Project will be performed in accordance with this Assignment Agreement, DPR oversight, direction and approval, and with the Denver City Charter and other applicable law; and

WHEREAS, funding for the Project shall be the sole responsibility of the Assignee as set forth in this Assignment Agreement; and

WHEREAS, the Assignee is willing and has the present capacity to satisfactorily complete the Project and to operate the improved Property, as may be set forth in a separate operation or cooperative agreement, for the use and benefit of the public, including the citizens of the City and County of Denver; and

WHEREAS, section 2.3.3(A) of the City Charter requires an assignment of authority by the Mayor to Assignee to undertake this Project; and

WHEREAS, the City and the Assignee desire to specify the terms and conditions upon which the Project will be undertaken by the Assignee for the purposes of completing the Project and operating the improved Property.

NOW, THEREFORE, in consideration of the above recitals, and the terms and conditions

contained herein below, the City and the Assignee agree as follows:

1. **The Project; Approved Plans and Specifications:**

A. Purpose. City and Assignee have conferred and agreed on the purposes and procedures for construction and installation work to be performed on City's and Assignee's respective properties for the mutual benefit of each party. Specifically, Assignee intends to construct athletic fields on and within the Northfield Athletic Complex, located at approximately 5500 Central Park Boulevard, Denver, Colorado 80238 ("Northfield Athletic Complex"), a City-owned and DPR-managed recreation facility. The contemplated work under this Assignment Agreement at the Northfield Athletic Complex only is referred to as the "Project". The Project shall include and be limited to the work described Paragraphs 1.A. and 1.B. The completed facilities are intended for the mutual use and benefit of the Parties and the general public. However, any completed facilities on DPR land shall be utilized for park purposes consistent with the City Charter and applicable City laws, rules, regulations and policies.

B. Northfield Athletic Complex. The Project includes the design, construction and installation of one (1) athletic field; four (4) tennis courts; two (2) pickleball courts; one (1) parking lot; and improvements and renovations to one (1) existing multi-purpose field; one (1) existing track; one (1) existing baseball field; and one (1) existing softball field; and sports lighting at existing fields and courts, along with other related general improvements all to be performed by Assignee at the Northfield Athletic Complex as that portion of the Project is described in the project plan which is attached as **Exhibit A** and is incorporated herein by reference. Unless stated otherwise the project plan has been reviewed and approved by DPR (the "Approved Plan"). Beyond what is described or depicted in the Approved Plan and as part of the Project, modifications to improvements and materials to be used must be in accordance with technical requirements and specifications approved in advance by the DPR Executive Director ("**Director**") or designee, as identified in paragraph 4.E. below (the "Specifications"). This Assignment Agreement does not grant Assignee authority to perform any work on any part of City land that is not specifically described or depicted in this Assignment Agreement.

i. Costs of Northfield Athletic Sports Complex Work. The Parties agree that all costs for the work performed under Paragraph 1.A. and 1.B. shall be solely borne by Assignee; except that City agrees to reimburse Assignee for the costs of the construction of the sports lighting and for the two (2) pickleball courts, for an estimated cost of **FIVE HUNDRED FORTY-TWO**

THOUSAND AND NO/100 DOLLARS (\$542,000). The obligation for reimbursement to Assignee shall not arise until City receives sufficiently detailed and responsive cost information for the sports lighting and pickleball courts work.

C. Harvey Park Work; Bond Funding. City intends to construct parking lots and sidewalks on and within the Assignee's property, Kunsmiller Creative Arts Academy, located at approximately 2250 South Quitman Avenue, Denver, Colorado 80219 ("Assignee Land"), and directly adjacent to Harvey Park, a DPR designated park. Assignee Land is identified approximately in the attached exhibit, entitled "Harvey Park – Park Use Agreement Area". The work is on Assignee Land and is not included as the Project work under this Assignment Agreement and Paragraphs 1.A. and 1.B. However, the Parties intend the work to proceed congruently and certain City requirements regarding bond financing for the work are set forth in this Paragraph 1.C. Assignee acknowledges and agrees that City's construction on Assignee Land is funded in part or in full by tax-exempt Elevate Denver Bonds, and as a result, City must expend the funds within a limited time. Assignee therefore agrees that it will not unreasonably delay, interfere with or deny access to the work site for the parking lot. City work must be completed by no later than December 31, 2024. As part of the City's Elevate Denver Bond improvements program, the City shall perform certain work on Assignee Land, including demolition of existing courts and a wall; construction and installation of one (1) parking lot; sidewalks to be located adjacent to the parking lot and the existing recreation center; new curb cuts at South Tennyson Way; and associated grading, paving, irrigation and landscape improvements (altogether "Harvey Park Improvements"). Upon completion of the Harvey Park Improvements, City will operate and maintain the Harvey Park Improvements. Assignee shall permit use of the land and the Harvey Park Improvements by the City for park-related purposes, whether by lease, license, cooperative agreement or some other binding agreement to be executed by no later than one (1) year after completion of the work under this Paragraph 1.C. Assignee will permit the area currently occupied by two tennis courts and a handball wall adjacent to South Tennyson Way for use by the City also for park-related uses. The provisions of the Paragraph 1.C. shall survive termination of this Agreement unless otherwise agreed under a separate contract or agreement.

2. **Coordination and Liaison for Northfield Athletic Complex:**

A. Director's Project Manager. The Director is vested with the authority to act on behalf of the City in performing the City's obligations under this Assignment Agreement. The

Director has designated Jennifer Olson as project manager to act on the Director's behalf as the authorized representative ("**Project Manager**"). The Project Manager and Assignee's responsibilities only refer to the work performed at the Northfield Athletic Complex under Paragraphs 1.A. and 1.B. The Director may change the Project Manager at any time by providing written notice to the Assignee, as identified in paragraph 2.B. below, of such change.

B. Assignee's Representative. The Assignee's authorized representative under this Assignment Agreement for the Northfield Athletic Complex work is Michael O'Keeffe ("**Assignee's Rep**"), and, as such, is responsible for overseeing the satisfactory performance of this Assignment Agreement and the Project in accordance with the terms and conditions of this Assignment Agreement. Assignee shall coordinate with, and obtain approvals (when required) from, the Project Manager with respect to the Project. The Assignee may change its representative at any time by providing written notice to the Project Manager of such change.

3. **Assignment & Term:**

A. Assignment. Pursuant to the authority granted in Section 2.3.3(A) of the City Charter, the Mayor hereby assigns to the Assignee all matters relating to the design, planning, and construction of the Project at the Northfield Athletic Complex with regard to the work intended to be performed by Assignee, including any grading and demolition, and the qualification, competitive selection and retention of all consultants, architects, and contractors engaged in connection therewith, subject to the terms and conditions of this Assignment Agreement.

B. Term. The term of this Assignment Agreement shall commence on the Effective Date of this Assignment Agreement and shall expire (subject to such provisions of this Assignment Agreement that expressly survive the expiration or termination of this Assignment Agreement) upon completion of the Project and acceptance of the Project improvements by the City as provided for the Northfield Athletic Complex in this Assignment Agreement. Unless otherwise agreed upon between the parties, this Assignment Agreement shall terminate no later than September 1, 2021.

4. **Assignee's Responsibilities:**

A. Basic Responsibilities of Assignee regarding the Northfield Athletic Complex Work. The Assignee shall be responsible for, and shall perform or cause to be performed, all design and construction work authorized and assigned under Paragraphs 1.A. and 1.B. of this Assignment Agreement, and to obtain and remain responsible for providing the funds necessary

to satisfactorily complete the Project in accordance with the terms and conditions of this Assignment Agreement and all Applicable Law, as this phrase is defined in paragraph 4.H. below.

B. Competitive Selection; City Requirements. Assignee shall be responsible for assuring that all contractors and consultants retained by the Assignee for the Northfield Athletic Complex work have the proper qualifications and are or were appropriately licensed to perform the necessary work. The Assignee shall be responsible for paying for the work from its own funds. The Assignee shall be responsible for bidding, competitively selecting, and letting the construction and associated work to qualified, licensed and experienced contractors and subcontractors. Assignee acknowledges and represents that all City requirements, including Charter and ordinance requirements for design and construction projects on City property, were sufficiently detailed in the request for proposal and bidding documents and appropriately addressed in the proposals and bids received as well as in the design and construction contracts entered into so as to assure compliance with all such City requirements. To this end, the Assignee contacted various construction vendors and obtained quotes for the work in order to competitively select qualified contractor(s) and/or subcontractor(s) to perform the Project in accordance with City requirements.

C. As any or all of the below i. through iv. may be amended or recodified from time to time, Assignee agrees that the work under this Assignment Agreement shall be performed in compliance with the provisions for:

- i. payment of prevailing wages set forth in Sections 20-76 through 20-79 of the Denver Revised Municipal Code (“**D.R.M.C.**”);
- ii. payment of minimum wages set forth in Sections 20-82 through 20-84; public art in Sections 20-85 through 28-90, D.R.M.C.; and
- iii. compliance with the requirements for utilization of small business enterprise, equal employment opportunity, and minority and women-owned business enterprise participation contained, respectively, in Sections 28-31 through 28-91, Sections 28-117 through 28-199, or Sections 28-201 through 28-249, D.R.M.C.

iv. The applicable prevailing wage rate schedules for the Project are attached as **Exhibit B** and are incorporated herein by reference. No Project work shall commence until Assignee has established to the City’s reasonable satisfaction that these Charter and ordinance requirements have been fully and appropriately satisfied. Assignee shall fully cooperate with City officials, including the City Auditor, in assuring compliance with these requirements. Failure to

comply with the requirements of this subparagraph C shall be legal grounds under this Assignment Agreement for work to be ordered to cease or to be restricted, as deemed appropriate by the Director's Representative and/or the City Auditor, until compliance is achieved, and any unpaid claims or other remedial measures are resolved to the reasonable satisfaction of the City.

D. Contractor; Contractor Agreement. Identification and contact information for all of the selected and retained design professionals, consultants, contractors and subcontractors (singularly and collectively, the "**Contractor**") along with copies of all design and construction contracts entered by the Assignee with the Contractor (singularly and collectively, the "**Contractor Agreement**") for the Northfield Athletic Complex work shall be provided by the Assignee's Rep to the Project Manager. To the extent that the Contractor is authorized to act on behalf of the Assignee, then the obligations and responsibilities of the Assignee under this Assignment Agreement shall be the obligations and responsibilities of the Contractor. The Contractor Agreement must be subject to and comply with this Assignment Agreement.

E. Plans and Specifications; Approvals; Deficiencies. The Assignee is responsible for assuring any subsequent proposed material changes thereto have been or are fully and accurately completed and timely submitted for review and approval by the DPR Director of Parks & Planning. If not previously submitted, reviewed and approved, or if Assignee makes any modifications to previously approved Plans or Specifications, Assignee shall submit the Plans or Specifications, or modified Plans or Specifications not later than thirty (30) calendar days before any work is scheduled to commence. City shall review and either approve or provide comment no later than fifteen (15) days after receipt. All City reviews are to be coordinated through the Project Manager, and City comments following reviews will be directed to the Assignee's Rep. Any deficiencies in the Plans or Specifications for the Project shall be remedied by the Assignee, to the reasonable satisfaction of the DPR Director of Parks & Planning. In order to assure that the approvals for the Plans and Specifications are timely and fully attained and the Plans and Specifications are appropriately implemented, the Assignee shall include the Project Manager in critical steps in the preparation and evaluation of the Plans and Specifications, including design and construction meetings, site visits, and plan and document review processes. Failure to request approval of Plans and Specifications or to remedy deficiencies or unacceptable changes in conformance with the written rejections by the DPR Director of Parks & Planning or failure to proceed in accordance with the Plans and Specifications as approved by the DPR Director of Parks

& Planning shall be legal grounds under this Assignment Agreement for Project work to be ordered to cease or to be restricted, as deemed appropriate by the DPR Director of Parks & Planning, until such approval is obtained or the deficiency or unapproved work is corrected.

F. Inspection; Testing. The Assignee shall, at all reasonable hours, ensure right of entry to any City inspector or other authorized agent of the City to inspect the work site and progress of the Project and to conduct tests and evaluations to determine that the work performed and materials used are of good quality and in conformance with the approved Plans and Specifications. If it is determined that the work is not being so performed, the Project Manager may order that the cessation of the work until there is satisfactory evidence that the Project work conforms to the approved Plans and Specifications.

G. Charges & Fees. The City will not charge the Assignee for the reviews of the Plans and Specifications, inspections, material testing, and construction monitoring by the City under paragraphs 4.E. and 4.F. Standard building permit fees and other fees mandated by the City or the State for design and construction shall be paid by the Assignee.

H. Compliance with Laws. The Assignee shall be solely responsible for assuring that all phases of the Project are properly contracted and performed and that the work performed and the materials used are in conformance with all Applicable Laws that govern the performance of the work or the Project. The phrase “**Applicable Laws**” shall mean all federal, state, and local laws applicable in the context of the specific matter addressed in this Assignment Agreement, including but not limited to: 1) the constitutions, laws, and rules and regulations of the United States of America and the State of Colorado; 2) the City Charter, the Denver Revised Municipal Code (“**DRMC**”), and building, fire, electrical, plumbing and other applicable codes, as they may be amended from time to time; 3) rules and regulations promulgated or amended by DPR governing City parks and recreational facilities; 4) applicable Plans and Specifications adopted or amended by DPR; 5) any rules and regulations promulgated or amended by other City departments and agencies applicable to the Project under this Assignment Agreement; 5) executive orders issued by the Mayor; 6) any court order, judgment, or decree or any appellate decision applicable to this Assignment Agreement or this Project; 7) any federal, state, or local administrative decision or order applicable to this Assignment Agreement or this Project; 8) the terms and conditions of any grant or other funding agreements entered in order to obtain funding for the Project or to acquire the Property; and 9) the applicable requirements of the federal

Americans with Disabilities Act and any other federal or state laws requiring access for the disabled to public accommodations.

I. Staging. Assignee is permitted to utilize those portions of the Site indicated in **Exhibit A** for staging as limited by this Assignment Agreement. Assignee is responsible for securing its own equipment, vehicles, temporary structures, chemicals, signs, barriers, materials, supplies, construction debris and waste brought on site or generated by the Assignee on site (“Personal Property”) from public access or tampering and for the protection of public health and environment. Personal Property shall not be stored on other City property unless such permission is otherwise granted. The City assumes no liability for public misconduct, theft or vandalism of the Personal Property that belongs to Assignee. Upon the completion of any work, the Assignee shall promptly remove from the work site all Personal Property and shall do so in compliance with federal, state and local laws or regulatory requirements, standards, and guidelines and this Assignment Agreement. Alternatively, if the Assignee should fail to remove the Personal Property as provided herein, the City may perform such removal and the District shall promptly reimburse the City for all reasonable costs incurred in performing such removal. Assignee is responsible for restoring property used for staging to the same or better condition before staging and consistent with DPR standards and requirements.

J. Soil Reuse. For work in areas containing excess soil, or if Assignee proposes to export soil from the worksite, Assignee shall obtain City approval and permission to reuse soil within the Site or to remove soil from the Site. After Assignee requests reuse or removal of soil, City shall direct Assignee regarding the sampling and testing required before reuse or removal is approved. Assignee is fully responsible for the cost and expenses of sampling and testing. If approved and permission is granted, City shall agree to convey to the Assignee ownership of the specified cubic yards of excess soil. Assignee acknowledges that the City has made no representations or warranties regarding the environmental or geotechnical suitability of the excess soil. Assignee acknowledges that it is assuming ownership of the excess soil based solely on the Assignee’s own analysis of the soil, and not based on the City’s analysis or representations. Assignee is fully responsible for transportation of the excess soil including all costs, expenses and liabilities. Assignee shall inform City of the intent to remove the soil prior to arranging for transportation.

K. Permits and Approvals. At its own expense, the Assignee shall be

responsible for obtaining and maintaining, or causing to be obtained and maintained, all required permits, licenses or other governmental authorizations and approvals necessary to perform the Project and related work, including any permits or approvals required under § 30-6, DRMC, and shall, at all times during design and construction, ensure or cause to be ensured compliance with all Applicable Laws pertaining to such permits, licenses or other governmental authorizations and approvals.

L. Insurance Requirements. The Assignee shall require its Contractor to obtain and maintain insurance in the amounts and types of coverages appropriate for the Project work. The insurance requirements shall be, at a minimum, those specified in **Exhibit C** attached to and incorporated by reference into this Assignment Agreement and shall be included in the Contractor Agreement with the Contractor. Failure to comply with the requirements of this subparagraph L. shall be legal grounds under this Assignment Agreement for work to be ordered to cease or to be restricted, as deemed appropriate by the Project Manager or the City's Risk Management Office, until compliance is achieved and any unpaid claims are resolved to the reasonable satisfaction of the Project Manager and the City's Risk Management Office. The obligations set out in this Paragraph 4.L. shall survive the expiration or termination of this Assignment Agreement.

M. Indemnification and Defense. A Contractor Agreement shall include an indemnification and defense clause incumbent upon the Contractor, approved by and for the benefit of the City and the Assignee, to protect both the City and the Assignee against claims, actions, and demands arising from or related to the work performed by the Contractor under a Contractor Agreement. Similar indemnification and defense language, benefiting both the City and the Assignee, shall be included in the Performance and Payment Bond provided by the construction contractor(s) and sub-contractor(s) under Paragraph 4.N. below. The obligations set out in this Paragraph M. shall survive the expiration or termination of this Assignment Agreement.

N. Performance and Payment Bond. The Assignee shall obtain and maintain, or require in the Contractor Agreement that its construction contractor(s) and sub-contractor(s) to obtain and maintain, in advance and subject to approval by the Denver City Attorney's Office, one hundred percent (100%) payment and performance bond(s) from an acceptable surety. The City and the Assignee shall be named as obligees on all bonds. Bonds to be provided by the Assignee or the construction contractor(s) and sub-contractor(s) must be conditioned (1) that prompt payment shall be made for all amounts lawfully due to all contractors,

subcontractors, and persons or entities furnishing labor or materials used in the prosecution of the work on any phase of the Project; and (2) as guarantee of the obligation to complete the Project as provided in this Assignment Agreement and the Contractor Agreement. The dollar amount of such bonds shall be modified, as needed, to reflect any approved change orders that modify the total value of the Project or part of the Project. In addition, the Assignee shall provide satisfactory evidence that all architects, engineers, designers, and other enrolled professionals have been fully paid. Failure to comply with the requirements of this Paragraph 4.N. shall be legal grounds under this Assignment Agreement for work to be ordered to cease or to be restricted, as deemed appropriate by the Project Manager or the City Attorney's Office, until compliance is achieved and any unpaid claims are resolved to the reasonable satisfaction of the Project Manager and the City Attorney's Office. The obligations set out in this Paragraph 4.N. shall survive the expiration or termination of this Assignment Agreement.

O. Warranties. The Assignee shall obtain (where feasible), exercise and enforce warranties and guarantees for all work it contracts and shall designate the City as an additional express beneficiary for enforcing all warranties and guarantees. The obligations set out in this Paragraph 4.O. shall survive the expiration or termination of this Assignment Agreement.

P. Contractor Agreement Compliance Affirmation. If requested, the Assignee shall submit to the Project Manager a letter affirming that the Contractor Agreement in connection with the construction of the Project is or will be in full compliance with all of the terms and conditions of Paragraph 4 of this Assignment Agreement.

Q. Taxes. The Assignee and its Contractor shall pay all applicable taxes, including sales and use taxes and occupational privilege taxes, levied by the State and the City on any tangible property built into or incorporated into the Project work. Upon request by the City, an itemized and certified statement, including the names and addresses of the suppliers, the amount of such taxes owed or paid, and the dates of payment, shall be furnished to the City. The obligations set out in this Paragraph 4.Q. shall survive the expiration or termination of this Assignment Agreement.

R. Liens and Debts. The Assignee 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 property, or any part thereof, by reason of any Project work or labor performed or materials or equipment furnished by any person or legal entity to or on behalf of the Assignee,

either pursuant to C.R.S. § 38-26-107 or by any other authority. The Assignee shall promptly pay when due all bills, debts and obligations incurred in connection with this Assignment Agreement and shall not permit the same to become delinquent. The Assignee 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 Assignment Agreement or to any City property on which the Project is undertaken. The obligations set out in this Paragraph 4.R. shall survive the expiration or termination of this Assignment Agreement.

S. Environmental Requirements. The Assignee and its construction contractor(s) and subcontractor(s) shall obtain all federal, state, and local environmental permits necessary for the work to be performed and shall comply with all applicable federal, state, and local environmental permit requirements applicable to the work. The Assignee and its construction contractor(s) and subcontractor(s) shall comply with all applicable local, state, and federal environmental guidelines, rules, regulations, statutes, laws, and orders applicable to the work (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-contaminated soils, and asbestos-containing materials, 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, and chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act, and any guidelines issued and rules or regulations promulgated pursuant to such statutes, or any other applicable federal or state statute. The obligations set out in this Paragraph 4.S. shall survive the expiration or termination of this Assignment Agreement.

T. Impact Reduction. The Assignee shall take all reasonable measures to minimize and control noise, water and air pollution, water discharges, and soil erosion resulting from work and activities associated with the Project and to avoid adverse impacts to City-owned property and surrounding property, wherever possible, as a result of noise, water and air pollution, water discharges, and soil erosion resulting from the Project work and activities.

U. Delay. If, for any reason, construction of any phase of the Project is delayed

or halted while in process for more than ten (10) calendar days, the Assignee shall take reasonable measures to protect the existing Project site and improvements from weather damage, erosion, vandalism and other similar threats and to protect public safety on and around the Project site.

V. Pursuit of Remedies. In the event of any material default by the Assignee's Contractor under a Contractor Agreement or otherwise, the Assignee agrees to diligently undertake the pursuit of any reasonable remedies available against said party, and to timely advise the City as to the Assignee's efforts in this regard and to allow the City's participation, if the City so requests.

W. Lien Releases. The Assignee shall provide the Project Manager with complete, final and unconditional waivers or releases of all lien and claim rights from each contractor, sub-contractor, and supplier for all labor, equipment, and materials used or furnished by each for the Project.

X. N. of Completion; Acceptance. The Assignee shall provide the Project Manager with written notification of final completion in order that the City may inspect all improvements as constructed and verify that the improvements have been constructed in accordance with the approved Plans/Specifications and with this Assignment Agreement without any material deviations, and the Project work is at final completion. Upon determination that the requirements set forth in this Paragraph 4.X. have been fully satisfied, the Project Manager will arrange with the Director to issue a written letter accepting the improvements.

5. **Limitation on Application of Assignment Agreement:** The provisions of this Assignment Agreement are intended to govern the Project and shall not be construed to prohibit, limit, or waive other agreements between the Parties currently existing or entered in the future.

6. **Status and Authority of the Assignee:**

A. Status. The Assignee and the City acknowledge and agree that the status of the Assignee shall be that of a special district under the laws of the State of Colorado acting as an independent entity for the purposes and goals set forth in this Assignment Agreement.

B. Authority. The scope of authority of the Assignee may exercise with respect to the Project shall be as expressly delegated, assigned, or allowed under, or necessarily implied in, this Assignment Agreement. The Assignee shall have no authority to avoid, modify or waive any applicable City ordinances or regulatory requirements enacted or adopted under the City's

police or taxing powers. This Assignment Agreement does not establish or constitute a joint venture between the City and the Assignee. Assignee has no authority to grant, modify, waive or avoid any City design, construction, permitting or licensing requirements, or any DPR requirements or standards.

C. Contracts. The authority delegated under this Assignment Agreement shall not be construed to grant the Assignee the right or power to bind, or to impose any liability upon, the City through any contracts or agreements the Assignee may make, unless the prior, written approval of the Director is obtained and the contract or agreement is in accordance with all Applicable Law. Likewise, the City shall have no authority to bind, or to impose liability upon, the Assignee through any contracts or agreements the City may make, unless the prior, written approval of the Assignee is obtained.

7. **General Provisions:**

A. Reasonable Efforts; Good Faith. The Parties agree to work diligently together and in good faith, using reasonable efforts to resolve any unforeseen issues and disputes and to expeditiously take such actions as are necessary and appropriate to perform the duties and obligations of this Assignment Agreement.

B. Fair Dealing. In all cases where the consent or approval of one Party is required before the other may act, or where the agreement or cooperation of the Parties is separately or mutually required as a legal or practical matter, then in that event the Parties agree that each will act in a fair and reasonable manner with a view to carrying out the intents and goals of this Assignment Agreement as the same are set forth herein, subject to the terms hereof.

C. Appropriation. Notwithstanding any provision of this Assignment Agreement to the contrary, the rights and obligations under this Assignment Agreement are contingent upon all funds necessary for work or expenditures contemplated under this Assignment Agreement being budgeted, appropriated and otherwise made available by the City. The Parties acknowledge that this Assignment Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

D. Financial Interests. Except for financial interests authorized by the City in accordance with the City Charter and ordinances, any financial interests created in, or used to secure financing and payment for the costs of, any work performed or improvements made under this Assignment Agreement, including but not limited to any bonds, certificates of participation,

purchase agreements, and Uniform Commercial Code filings, shall expressly exclude from such debt or financial security contained in such financial instrument(s) any title, rights and interests held by the City in the Property or under this Assignment Agreement. The terms and conditions of this Assignment Agreement must be expressly recognized in any such financial instrument(s) created or entered by or on behalf of the Assignee, which must specifically acknowledge and affirm that any financial interests created by the financial instrument(s) are subordinate to this Assignment Agreement and may not encumber the City's title, rights and interests in the Property.

E. Non-waiver. No Party shall be excused from complying with any provision of this Assignment Agreement by the failure of the other Party to insist upon or to seek compliance. No assent, expressed or implied, to any failure by a Party to comply with a provision of this Assignment Agreement shall be deemed or taken to be a waiver of any other failure to comply by said Party.

F. Contracting or Subcontracting. Any work that is allowed to be contracted or subcontracted under this Assignment Agreement shall be subject, by the terms of the contract or subcontract, to every provision of this Assignment Agreement. Compliance with this provision shall be the responsibility of the Assignee who arranged the contract or authorized the subcontract. The City shall not be liable or have a financial obligation to or for any contractor, subcontractor, supplier, or other person or entity with which the Assignee contracts or has a contractual arrangement.

G. No Discrimination in Employment. In connection with the performance of work under this Assignment Agreement, the Assignee agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability; and the Assignee further agree to insert the foregoing provision in all approved contracts and subcontracts hereunder.

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

provisions 1.2.9 and 1.2.12.

I. Law; Authority; Enforcement; and Claims.

1) Applicable Law: The Parties agree to comply with all Applicable Law in existence as of the Effective Date of this Assignment Agreement or as may be subsequently enacted or adopted and becomes applicable.

2) Governing Law; Venue: This Assignment Agreement shall be construed and enforced in accordance with the laws of the United States, the State of Colorado, and the applicable provisions of the Charter and Revised Municipal Code of the City and County of Denver. Venue for any legal action relating to this Assignment Agreement shall lie in the District Court in and for the City and County of Denver.

3) Exercise of Authority: Nothing in this Assignment Agreement shall limit the powers and authority of the City in adopting any ordinance, resolution, rule, regulation, policy or standard of broad and general applicability or otherwise exercising its regulatory or taxing powers and authority.

4) Claims: In the event that any claim, demand, suit, or action is made or brought in writing by any person or entity against one of the Parties related in any way to this Assignment Agreement, the Party in receipt of same shall promptly notify and provide a copy of said claim, demand, suit, or action to the other Party.

J. Liability:

1) Assignee shall be responsible for its own claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of any act or omission of the Assignee or its officers, employees, contractors and agents in connection with the subject matter of this License. City shall be responsible for its own claims, damages, liability and court awards, including costs, expenses, and attorney fees, incurred as a result of any act or omission by the City, or its officers, employees, contractors and agents in connection with the subject matter of this License.

2) Nothing in this subparagraph J or any other provision of this Assignment Agreement shall be construed as a waiver, express or implied, of the notice requirements, defenses, immunities and limitations the City or Assignee may have under the Colorado Governmental Immunity Act (§§ 24-10-101, C.R.S., et. seq.), as amended or may be amended or replaced or supplemented by another statute providing immunity or similar protections

to governmental entities. Likewise, except as otherwise expressly provided in this Assignment Agreement, nothing in this Assignment Agreement shall be deemed to be an assumption or acceptance of liability, or a waiver or release of any rights, privileges or protections, by Assignee or the City under federal, state or local law or regulation or under common law.

K. *Force Majeure*: Neither Party shall be liable for delay or failure to perform hereunder, despite best efforts to perform, if such delay or failure is the result of *force majeure*, and any time limit expressed in this Assignment Agreement shall be extended for the period of any delay resulting from any *force majeure*. Timely notices of the occurrence and the end of such delay shall be provided by the Party asserting *force majeure* to the other Party. “*Force majeure*” shall mean causes beyond the reasonable control of a Party such as, but not limited to, adverse weather conditions, acts of God or the public enemy, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty, or action of government authorities.

L. *Further Assurances*: From time to time, upon the request of a Party, the other Party agrees to make, execute and deliver or cause to be made, executed and delivered to the requesting Party any and all further instruments, certificates and documents consistent with the provisions of this Assignment Agreement as may, in the reasonable opinion of the requesting Party, be necessary or desirable in order to effectuate, complete or perfect the rights of said Party under this Assignment Agreement, provided said requesting Party is currently in full compliance with the provisions of this Assignment Agreement and has tendered or offered to tender any reciprocal instruments, certificates and documents to which the other Party is entitled under the Assignment Agreement.

M. *Examination of Records/Audit*: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Assignee’s performance pursuant to this Assignment Agreement, provision of any goods or services to the City, and any other transactions related to this Assignment Agreement. Assignee 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 the Assignment Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Assignment

Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Assignee to make disclosures in violation of state or federal privacy laws. Assignee shall at all times comply with D.R.M.C. 20-276.

N. Notice: All notices, demands or consents required or permitted under this Assignment Agreement shall be in writing and delivered personally or sent by certified mail, return receipt requested, to the following:

To the Assignee: Notice shall be provided to the address stated on the first page of this Assignment Agreement and to:

Office of General Counsel
Denver Public Schools
1860 Lincoln St, Suite 1230
Denver, Colorado 80203

To the City: Executive Director of Parks and Recreation
City and County of Denver
201 West Colfax, Department 601
Denver, Colorado 80202

City Attorney
City and County of Denver
1437 Bannock Street, Room 353
Denver, Colorado 80202

The persons or addresses set forth above may be changed at any time by written notice in the manner provided herein. Any communications between the Project Manager and the Assignee's Rep as provided under this Assignment Agreement may be made by email or other form of communication agreed to by both the Project Manager and the Assignee's Rep.

O. No Third-Party Beneficiaries: Enforcement of the terms and conditions of this Assignment Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties; and nothing contained in this Assignment Agreement shall give or allow any such claim or right of action by any other or third person under this Assignment Agreement. Any person or entity other than the Parties receiving services or benefits under this Assignment

Agreement shall be deemed to be an incidental beneficiary only.

P. Entire Assignment Agreement: This Assignment Agreement, including the exhibits which are hereby incorporated into this Assignment Agreement by reference, constitutes the entire agreement of the Parties. The Parties agree there have been no representations, oral or written, other than those contained herein and that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

Q. Amendment: This Assignment Agreement may be amended, modified, or changed, in whole or in part, only by written agreement executed by the Parties in the same manner as this Assignment Agreement.

R. No Assignment: The Assignee shall not assign its rights or delegate its duties hereunder, with the exception of contracting and subcontracting as provided in this Assignment Agreement, without the prior written consent of the Director.

S. Severability: If any term or provision of this Assignment Agreement is held by a court of law (following all legal rights of appeal or the expiration of time therefore) to be illegal or unenforceable or in conflict with any law of the State of Colorado or the City Charter or City ordinance, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Assignment Agreement did not contain the particular term or provision held to be invalid; provided, however, if the invalidated term or provision was a critical or material consideration of either Party in entering this Assignment Agreement, the Parties shall work together, in good faith, to come up with an amendment to this Assignment Agreement that substantially satisfies the previously intended consideration while being in compliance with Applicable Law and the judgment of the court.

T. Headings for Convenience: Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Assignment Agreement.

U. Authority: Each Party represents and warrants that it has taken all actions that are necessary or that are required by its applicable law to legally authorize the undersigned signatories to execute this Assignment Agreement on behalf of the Party and to bind the Party to its terms. The person(s) executing this Assignment Agreement on behalf of each Party warrants that he/she/they have full authorization to execute this Assignment Agreement. The City

shall have the right, in its discretion, to either temporarily suspend or permanently terminate the Assignment Agreement if there is any valid dispute as to the legal authority of the Assignee or the person signing this Assignment Agreement on behalf of the Assignee to enter into this Assignment Agreement.

V. Execution of Assignment Agreement: This Assignment Agreement shall not become effective or binding until it has been approved by ordinance (if so required by the City Charter) and fully executed by all signatories of the City and the Assignee.

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

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SIGNATURE PAGES TO FOLLOW

Contract Control Number: PARKS-202054075-00
Contractor Name: SCHOOL DISTRICT 1

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-202054075-00
SCHOOL DISTRICT 1

By:  _____
08176E0A956545A...

Name: Michael o'keeffe
(please print)

Title: Deputy COO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

Northfield Athletic Complex

E. 56TH AVE.

DALLAS ST.

4 new tennis courts, pickle ball courts, sports lights, and walks

Parking lot to be reviewed and approved prior to construction by DPR per section 4E of the assignment.

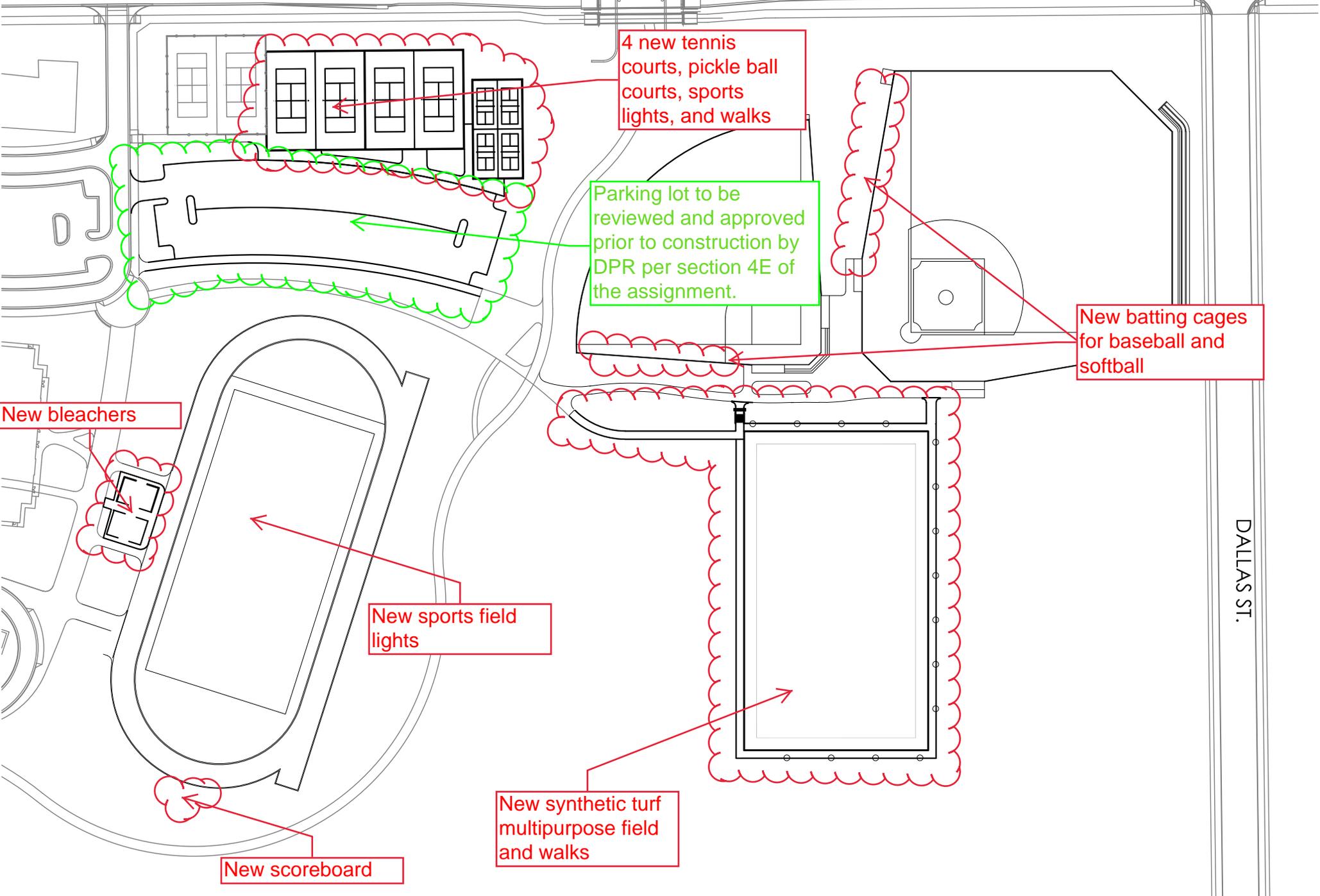
New batting cages for baseball and softball

New bleachers

New sports field lights

New synthetic turf multipurpose field and walks

New scoreboard



HARVEY PARK PARKING CONCEPTS



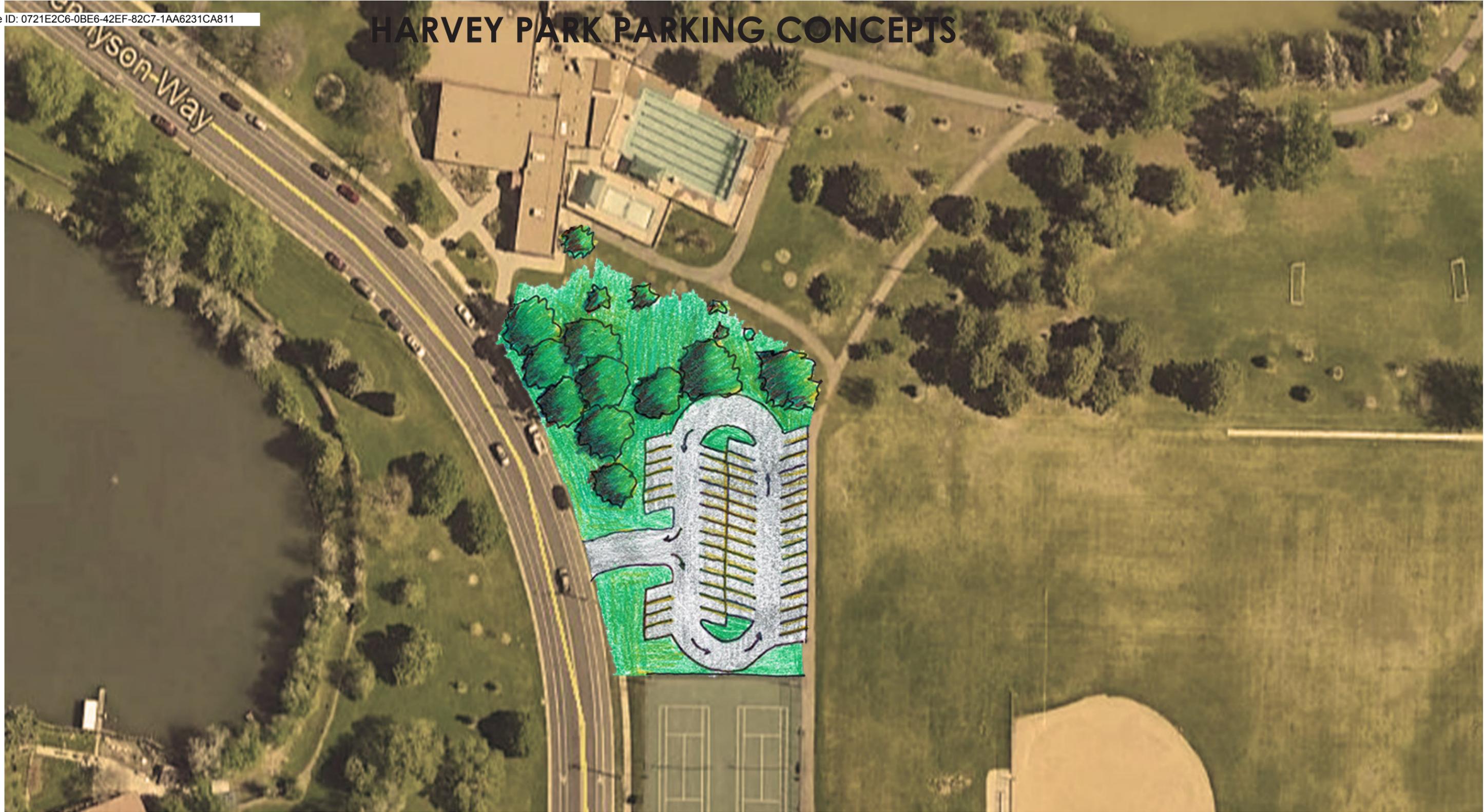
HARVEY PARK - PARKING LOT & WALK IMPROVEMENTS

PARKING LOT CONVERSION OPTIONS

TENNIS COURT WITH ADDITIONAL AREA - OPTION 'A' (46 STALLS AT 60° ANGLE PARKING)



HARVEY PARK PARKING CONCEPTS



HARVEY PARK - PARKING LOT & WALK IMPROVEMENTS

PARKING LOT CONVERSION OPTIONS

TENNIS COURT WITH ADDITIONAL AREA - OPTION 'B' (55 STALLS AT 60° ANGLE PARKING, minimum 5 foot wide landscaped buffer and curb between the existing tennis courts and the new parking area)



HARVEY PARK - PARK USE AGREEMENT AREA



 DPR Park Use Agreement Area
 Denver Public Schools Property
 DPR Boundary

Harvey Park
Park Use Agreement Area





EXHIBIT B

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification & Compensation Technician II
DATE: February 03, 2020
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, January 31, 2020** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20200002
Superseded General Decision No. CO20190002
Modification No. 1
Publication Date: 01/31/2020
(6 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.

***Career Service Board approved to adjust all Davis Bacon classifications under \$13.00 to comply with the city's minimum wage. The effective date is August 15, 2019. See page 7 for reference.**

Office of Human Resources
201 W. Colfax Ave. Dept. 412 | Denver, CO 80202
p: 720.913.5751 | f: 720.913.5720
www.denvergov.org/humanresources

"General Decision Number: CO20200002 01/31/2020

Superseded General Decision Number: CO20190002

State: Colorado

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/31/2020

ASBE0028-001 07/01/2019

Rates Fringes

Asbestos Workers/Insulator
(Includes application of
all insulating materials,

protective coverings,
 coatings and finishings to
 all types of mechanical
 systems).....\$ 32.98 14.73

BRCO0007-004 01/01/2019

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

	Rates	Fringes
BRICKLAYER.....	\$ 29.52	10.48

BRCO0007-006 05/01/2018

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 25.88	10.34

ELEC0012-004 06/01/2019

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN		
Electrical contract over \$1,000,000.....	\$ 27.50	12.50+3%
Electrical contract under \$1,000,000.....	\$ 24.85	12.50+3%

ELEC0068-001 06/01/2019

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

	Rates	Fringes
ELECTRICIAN.....	\$ 36.50	16.18

ELEC0111-001 03/01/2019

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 20.41	13.75%+\$6.20
Line Equipment Operator.....	\$ 28.98	13.75%+\$6.20

Lineman and Welder.....\$ 44.92 25.25%+\$5.75

ELEC0113-002 06/01/2019

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 32.60	16.23

ELEC0969-002 06/01/2019

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 25.20	10.06

ENGI0009-001 05/01/2018

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 28.57	10.70
Blade: Rough.....	\$ 28.25	10.70
Bulldozer.....	\$ 28.25	10.70
Cranes: 50 tons and under..	\$ 28.40	10.70
Cranes: 51 to 90 tons.....	\$ 28.57	10.70
Cranes: 91 to 140 tons.....	\$ 29.55	10.70
Cranes: 141 tons and over...	\$ 31.07	10.70
Forklift.....	\$ 27.87	10.70
Mechanic.....	\$ 28.73	10.70
Oiler.....	\$ 27.49	10.70
Scraper: Single bowl under 40 cubic yards.....	\$ 28.40	10.70
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 28.57	10.70
Trackhoe.....	\$ 28.40	10.70

* IRON0024-003 11/01/2019

	Rates	Fringes
Ironworkers:.....	\$ 30.85	22.26
Structural		

LABO0086-001 05/01/2009

	Rates	Fringes
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Laborers:

Pipelayer.....\$ 18.68 6.78

PLUM0003-005 06/01/2017

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

Rates Fringes

PLUMBER.....\$ 39.08 16.44

PLUM0058-002 07/01/2018

EL PASO COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 32.75 14.85

PLUM0058-008 07/01/2018

PUEBLO COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 32.75 14.85

PLUM0145-002 07/01/2016

MESA COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 35.17 11.70

PLUM0208-004 06/01/2016

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

Rates Fringes

PIPEFITTER.....\$ 37.10 16.62

* SHEE0009-002 07/01/2019

Rates Fringes

Sheet metal worker.....\$ 34.62 17.95

* TEAM0455-002 07/01/2019

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 21.91	4.42
Tandem/Semi and Water.....	\$ 22.54	4.42

SUCO2001-006 12/20/2001

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

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

**Office of Human Resources
Supplemental Rates
(Specific to the Denver Projects)
(Supp #74, Revised: 08-21-2019)**

Classification		Base	Fringe
Ironworker	Ornamental	\$24.80	\$10.03
Laborer	Group 1	\$18.18	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Common)		\$13.00	\$2.92
Laborer (Flagger)		\$13.00	\$3.80
Laborer (Landscape)		\$13.00	\$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.

EXHIBIT C
CONTRACTOR'S INSURANCE REQUIREMENTS

(1) **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Contractor Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for at least three (3) years after the expiration or termination of the Contractor Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City and County of Denver, as and where specified by the City, and School District No. 1 in the City and County of Denver. ("District") (the "Notification Parties") in the event any of the required policies are canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Notification Parties. 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 Notification Parties by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s). If any policy is in excess of a deductible or self-insured retention, the Notification Parties must be notified by Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Contractor Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of Contractor. 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 Contractor Agreement.

(2) **Proof of Insurance:** Contractor shall provide a copy of this Contractor Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Contractor Agreement prior to placement of coverages required under this Contractor Agreement. Contractor certifies that the certificate of insurance, preferably an ACORD certificate, complies with all insurance requirements of this Contractor Agreement. The acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Contractor Agreement shall not act as a waiver of Contractor's breach of this Contractor Agreement or of any of the rights or remedies under this Contractor Agreement. Additional proof of insurance, including but not limited to policies and endorsements, may be required.

(3) **Additional Insureds:** For Commercial General Liability, Auto Liability and Contractors Pollution Liability, Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers and District and its officials, officers, employees and volunteers as additional insured.

(4) **Waiver of Subrogation:** For all coverages required under this Contractor Agreement, Contractor's insurer shall waive subrogation rights against the City and County of Denver and District

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

(6) **Workers' Compensation/Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City and County of Denver and District, as a material representation upon which the City and District are relying, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection

during any part of the term of this Contractor Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Contractor Agreement.

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

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

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

(10) Professional Liability (Errors & Omissions): Contractor shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. (Design Professionals Only)

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

(12) Additional Provisions:

- (a) For Commercial General Liability, the policy must provide the following:
 - (i) That this Contractor Agreement is an Insured Contract under the policy;
 - (ii) Defense costs are outside the limits of liability;
 - (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
 - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City and County of Denver or District
- (b) For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided, whichever is earlier.
- (c) Contractor shall advise the Notification Parties in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At its own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.