

CONTRACT SERVICES AGREEMENT

THIS CONTRACT SERVICES AGREEMENT (the “**Agreement**”) is made and entered into, effective as of the date set forth on the City’s signature page below (“**Effective Date**”), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”) and **SUMMIT SERVICES, INC.**, a Colorado corporation, whose address is P.O. Box 732, Morrison, Colorado 80465 (the “**Contractor**”), which may be individually referred to herein 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. Median Area Maintenance Services: The Contractor shall diligently and skillfully perform the median area maintenance services and provide and/or install the goods and materials described in the Statement of Work attached hereto as **Exhibit A** and in accordance with the rates and schedule attached hereto as **Exhibit B** (the “**Work**”), both of which exhibits are incorporated herein by this reference. This Agreement is based on Formal Proposal No. 0630A, Median Area Maintenance Services – Parks and Recreation issued on March 12, 2014, and responded to by Contractor on March 27, 2014.

B. Oversight: The Contractor shall conduct the Work under the general direction of and in coordination with the Manager of the Denver Department of Parks and Recreation or other designated representative (the “**Manager**”) and the Department employee(s) assigned to manage the Work (the “**Department**”) and make every reasonable effort to fully coordinate the Work with any City agency or any person or firm under contract with the City doing work which affects the Contractor’s Work. 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.

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. This means that, barring unusual and exceptional circumstances, the Contractor shall proceed to do the Work at least eight hours a day, Monday through Friday (excluding legal holidays). 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 in the trades required by this Agreement and shall be performed in an orderly and responsible manner in accordance with recognized standards and the plans and specifications contained in this Agreement or provided to the Contractor by the Department. 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. All scraps, debris, trash, excess soil, and other waste materials shall be regularly removed and properly disposed of. Disposal in solid waste containers provided by the City is prohibited unless written authorization is obtained.

D. Protection of Property: The Contractor shall assume full responsibility and expense for the protection of all public and private property, including but not limited to structures, street improvements, pathways, irrigation systems, landscaping, water lines, sewers, and other utilities, both above and below ground, at or near the site or sites of the Work or at any

other location affected by the prosecution of the Work or the transportation or utilization of workers, equipment, or materials in connection with the Work. The Contractor shall provide, in a timely manner and in advance, written notice to: 1) the City department having charge of any property, right of way, or utility affected by the Work; 2) any utility having charge of any utility affected by the Work; and 3) any private property owner whose property or improvements will be affected by the Work, and shall make all necessary arrangements with such City department, utility, or private property owner for the removal and replacement or the protection of such property. The Contractor shall arrange and obtain any utility locations required by law or necessary to protect utilities or underground facilities on public or private property and shall be liable for any failure to obtain or comply with such utility locations. If the Contractor or its employees, agents, or subcontractors destroy or damage any property, public or private, the Contractor shall promptly repair or replace such property, to the reasonable satisfaction of the Department, before the City will accept or pay for the Work performed. If the Contractor fails to make such repairs or replacement, the Manager may, at the Manager's discretion, undertake such repair or replacement and deduct the cost of the same from amounts payable to the Contractor under this Agreement.

E. Safety: The Contractor is responsible for the health and safety of every person on or at the Work site and shall take all necessary and appropriate precautions and actions to protect such persons from injury, death or loss. The Contractor shall be responsible for being fully familiar with and complying with all applicable federal, state, and local laws, ordinances, rules and regulations, requirements and guidelines, including the Occupational Safety and Health Act and any regulations or directives adopted thereunder ("**Safety Laws**"). The Contractor shall promptly notify the Department in writing of any violations of said Safety Laws, along with copies of any injury reports, 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.

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

3. TERM: The term of the Agreement commences on the Effective Date of this Agreement and expires on October 31, 2016, or until the Maximum Contract Amount specified in sub-section 4.A below is expended, whichever is sooner, 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**”).

4. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount: The Maximum Contract Amount to be paid by the City to the Contractor during the term of this Agreement shall in no event exceed a sum of One Million Eighty-Three Thousand Four Hundred and Two Dollars (\$1,083, 402.00), unless this Maximum Contract Amount is increased by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement.

B. Conditions of Payment: Monthly requests for payment 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**. The request for payment shall affirmatively represent that: i) all of the specified Work has been fully performed and completed and any Deficiency Notice has been satisfied; ii) no claims, liens, or amounts owed to employees, suppliers, or materialmen are outstanding and all requirements and conditions of section 13 below have been fully complied with; iii) 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 iv) no interest or encumbrance of any kind associated with the Work will be asserted, has been acquired, or will be made by the Contractor or any other person or entity. If the request for payment does not contain

these representations, the representations are hereby deemed to contain them. The request for payment must be approved by the Manager in writing in order to be eligible for compensation under this Agreement. Any payment may be reduced by any liquidated damages assessed by the Manager under sub-section 5.E.2) below and the costs of any repair or replacement of property as specified in sub-section 2.D above. All invoicing and payments are subject to the City's Prompt Payment Ordinance, §§ 20-107 through 20-118, D.R.M.C.

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

D. Amendment: The Contractor acknowledges that the City is not obligated to execute an amendment to this Agreement and that any work performed by 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.

5. TERMINATION & REMEDIES:

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

B. Termination for Convenience of the Contractor: Provided that the Contractor is not in Breach as provided in sub-section 5.C. below and subject to the survival provisions in section 34 below, the Contractor, upon giving ninety (90) calendar days written notice, may terminate this Agreement. Any unfinished portion of the Work shall be faithfully and

timely performed to the extent directed by the Manager (in the Manager's discretion), and compensation for all such authorized Work performed shall be paid to the Contractor in accordance with this Agreement. The Contractor shall have no claim of any kind whatsoever against the City for any termination without cause, except for compensation as described herein.

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

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

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

3) The Contractor has persistently or flagrantly failed to perform the Work or failed to timely perform the Work or to comply with the 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 Manager'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 Manager;

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 Manager 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 failed to deliver title or warranties or has failed to honor warranties as required by this Agreement;

11) 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;

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; or

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

D. Compensation: Upon termination of this Agreement, with cause, under sub-section 5.C above, the Contractor shall be compensated for the Work that the Manager determines to have been satisfactorily completed, except that the City shall be entitled to keep any unpaid amount owing to the Contractor to the extent that said amount or some portion of said amount is needed to compensate the City for: 1) liquidated damages, if specified under sub-section 5.E below; 2) the costs of releasing any liens related to the Contractor's Work; 3) the costs of paying a new contractor for those services necessary to complete or rectify the

Contractor's Work; and/or 4) the costs to repair or replace any damaged or lost property caused the Breach of this Agreement. The Contractor shall have no claim of any kind whatsoever against the City for any termination with cause, except for compensation for the Work satisfactorily performed as described herein.

E. Remedies:

1) *Termination:* For any termination of this Agreement, with cause, the City shall have the right to any or all of the following remedies through the courts or other means of legal recourse available to the City: a) cancellation of the Agreement; b) actual damages or costs caused by 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.D. above. In any legal action brought by the Contractor, the Contractor shall not be entitled to recover any more than the full amount, not previously paid, of any Work performed in whole or part by the Contractor. The City and the Contractor understand and agree that the rights of specific performance and to incidental, consequential, or punitive damages have been hereby expressly waived and released by both Parties.

2) *Liquidated Damages:* If the Manager determines, at the Manager's discretion, for a Breach of this Agreement under sub-section 5.C.1) above, not to seek termination but to apply liquidated damages as provided in this paragraph, the Contractor shall be liable to the City for liquidated damages in the amount of one hundred dollars (\$100.00) per day, calculated from the day that the Manager issues notice to the Contractor of a Breach under sub-section 5.C through the day before the Breach is remedied, as so determined by the Manager, or until the day another contractor undertakes the Work originally assigned to the Contractor. 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 Work is timely and properly performed, the liquidated damages provided herein is the most fair and reasonable way to compensate the City for any delay or inadequate performance without termination of the Agreement or litigation.

6. RIGHTS AND REMEDIES NOT WAIVED: In no event shall any action or inaction, including any payments to the Contractor, by the City constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Contractor, and the City's action or inaction when any such breach or default shall exist shall not

impair or prejudice any right or remedy available to the City with respect to such breach or default. No assent, expressed or implied, to any breach or default shall be deemed or taken to be a waiver of any other breach or default.

7. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor and an entity or person retained on a contractual basis to perform professional or technical services for a limited period of time. Neither the Contractor nor the Contractor's employees, officers, agents, and subcontractors are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever. The Contractor is responsible for the operational management, errors and omissions of the Contractor's employees, officers, agents, and subcontractors. Without limiting the foregoing, the Contractor understands and acknowledges that the Contractor and the Contractor's employees, officers, agents and subcontractors: a) are not entitled to workers' compensation benefits through the City; b) are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity besides the City; and c) 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.

7. **INSURANCE:**

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

B. Proof of Insurance: The Contractor shall provide a copy of this Agreement to its insurance agent or broker. The Contractor may not commence services or work relating to the Agreement prior to placement of coverage required by this Agreement. The Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of 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 and Business Auto Liability, the Contractor's insurer(s), and any subcontractors' insurer(s), shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

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

E. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. The 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. The Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

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. The Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date the Contractor executes this Agreement.

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

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

I. Additional Provisions:

(1) For Commercial General Liability and Excess/Umbrella Liability, the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are outside the limits of liability;
- (iii) A severability of interests, separation of insureds (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.

(2) 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 to the City, whichever is earlier.

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

8. DEFENSE & 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 shall defend any and all Claims which may be brought or threatened against the City and shall 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. FINANCIAL ASSURANCES (PAYMENT): Without limiting or waiving any other responsibilities or obligations of the Contractor under this Agreement, the Contractor shall provide a payment bond or an irrevocable letter of credit in the amount of Ten Thousand Dollars (\$10,000.00) (the "Surety"). Bonds must be substantially in the form specified in **Exhibit D**, which is attached hereto and incorporated herein by reference. The form of a letters of credit must be acceptable to the City Attorney. The Contractor shall deliver to the Manager, prior to the execution of the Agreement, a fully executed Surety which shall provide effective and sufficient financial assurance for 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 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 remain in effect or be promptly renewed or replaced by another Surety acceptable to the City during the Term of the Agreement and for a ninety (90) day period after the expiration or termination of this Agreement. Satisfactory proof of renewal or acceptable replacement must be provided to the Manager at least sixty (60) days prior to the date of expiration or termination of the Surety. The Contractor's obligations set out in this paragraph shall survive the expiration or termination of this Agreement and failure to obtain or maintain said Surety shall be grounds for immediate termination.

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

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

14. ENVIRONMENTAL COMPLIANCE: The Contractor shall obtain all necessary federal, state, and local environmental permits and comply with all applicable federal, state, and local environmental permit requirements applicable 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.

15. [RESERVED.]

16. EXAMINATION OF RECORDS: The Contractor agrees that any duly authorized representative of the City, including the City Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of the Contractor, involving transactions related to this Agreement.

17. ASSIGNMENT & 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 Manager. Any assignment or subcontract approved by the Manager may require new or extended surety and insurance being provided by the Contractor or the Contractor's assignee or subcontractor, as specified in the Manager's written consent. Any assignment or subcontract without the Manager's written consent shall be ineffective and void, and will be cause for termination of this Agreement by the City. The Manager 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: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and assignee or subcontractor.

18. NO THIRD PARTY BENEFICIARY: Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action 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.

19. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters

which purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

20. INTEGRATION & AMENDMENTS: This Agreement, including the exhibits and attachments hereto (each of which is specifically incorporated herein), is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other 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.

21. SEVERABILITY: If any provision of this Agreement or any portion thereof is held by a court of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law, except for the provisions of 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.

22. CONFLICT OF INTEREST:

A. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement; and the Contractor shall not hire, or contract for services with, any employee or officer of the City 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.

23. NOTICES: 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: Manager 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.

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

25. GOVERNING LAW; COMPLIANCE WITH LAW; VENUE:

A. Governing Law: This Agreement shall be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter 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, codes, rules, regulations and orders of the United States of America and the State of Colorado, as well as the Charter, ordinances, rules, regulations, and executive orders of the City and County of Denver.

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

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

27. SMALL BUSINESS ENTERPRISES: The Contractor shall make a good faith effort to utilize qualified and available Small Business Enterprises (SBE) to the extent required by § 28-205 *et seq.*, D.R.M.C.

28. PREVAILING WAGES:

A. Employees of the Contractor or the Contractor's subcontractors are subject to the payment of prevailing wages pursuant to § 20-76 *et seq.*, D.R.M.C. By executing this Agreement, the Contractor covenants and affirms that the Contractor is familiar with the prevailing wages provisions and is prepared to pay or cause to be paid prevailing wages required by the Statement of Work of the Contractor or the Contractor's subcontractors. The prevailing wages provisions are applicable to all contracts in excess of two thousand dollars (\$2,000.00).

B. The Contractor shall pay every Covered Worker, as defined in § 20-76(a) D.R.M.C., a living wage as provided in § 20-76, D.R.M.C. The applicable prevailing wage rate schedules are attached as **Exhibit E** and are incorporated herein by reference.

C. In accordance with § 20-76(b) and (d), D.R.M.C., the following mandatory provisions are included:

(1) The minimum wages to be paid for every Covered Worker shall be not less than the scale of wages from time to time determined under § 20-76(b) and (c) to be the prevailing wages.

(2) The Contractor or its subcontractor shall pay Covered Workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of bid or proposal opening, or in effect on the date of grant of permit for performance of such work under D.R.M.C. Section 49-171 *et seq.*, or on the date of

the written purchase order for contracts let by informal procedure under D.R.M.C. Section 20-63(b), regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the Covered Workers. Increases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be mandatory on either the Contractor or subcontractors. Future increases in living wages on contracts whose period of performance exceeds one (1) year shall be mandatory for the Contractor and subcontractors only on the yearly anniversary date of the contract. Decreases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be permitted. Decreases in prevailing wages on contracts whose period of performance exceed one (1) year shall not be effective except on the yearly anniversary date of the contract.

(3) The Contractor and its subcontractors shall pay all Covered Workers at least once a week the full amounts of wages accrued at the time of payment, except that the contractor and subcontractor shall make such payments to non-construction workers such as janitorial or custodial workers at least twice per month.

(4) The Contractor shall post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the Contractor and all subcontractors working under the Contractor.

(5) If the Contractor or any subcontractor shall fail to pay such wages as are required by the contract, the Auditor shall not approve any warrant or demand for payment to the Contractor until the Contractor furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the contract have been paid.

(6) The Contractor shall furnish to the Auditor each week during which work is in progress under the contract, a true and correct copy of the payroll records of all Covered Workers employed under the contract, either by the Contractor or subcontractors. Such payroll records shall include information showing the number of hours worked by each Covered Worker employed under the contract, the hourly pay of such Covered Worker, any deductions made from pay, and the net amount of pay received by each Covered Worker for the period covered by the payroll.

(7) The copy of the payroll record shall be accompanied by a sworn statement of the Contractor that the copy is a true and correct copy of the payroll records of all Covered Workers working under the contract either for the Contractor or subcontractors, that

payments were made to the Covered Workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all Covered Workers employed on work under the contract, either by the Contractor or by any subcontractor, have been paid the prevailing wages as set forth in the contract specifications.

(8) If any Covered Worker employed by the Contractor or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the City may, by written notice to the Contractor, suspend or terminate the Contractor's right to proceed with the Work, or such part of the Work as to which there has been a failure to pay the required wages, and in the event of termination may prosecute the Work to completion by contract or otherwise, and the Contractor and any sureties shall be liable to the City for any excess costs occasioned the City thereby.

29. LIVING WAGES:

A. Employees of the Contractor or the Contractor's subcontractors may be subject to the payment of living wages pursuant to § 20-80 *et seq.*, D.R.M.C., depending upon the nature of their work. By executing this Agreement, the Contractor covenants and affirms that the Contractor is familiar with the living wages provisions and is prepared to pay or cause to be paid living wages, if any, required by the Statement of Work of the Contractor or the Contractor's subcontractors. The living wages provisions are applicable to all direct service contracts in excess of two thousand dollars (\$2,000.00).

B. The Contractor shall pay every Covered Worker, as defined in § 20-80(a) D.R.M.C., a living wage as provided in § 20-80, D.R.M.C.

C. In accordance with § 20-80(b) and (d), D.R.M.C., the following mandatory provisions are included:

(1) The wages to be paid for every Covered Worker shall be not less than the wage from time to time determined under § 20-80(b) and (c) to be the living wage.

(2) The Contractor or its subcontractor shall pay Covered Workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of the contract or the written purchase order for contract, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the Covered Workers. Increases in living wages subsequent to the date of

the contract for a period not to exceed one (1) year shall not be mandatory on either the Contractor or subcontractors. Future increases in living wages on contracts whose period of performance exceeds one (1) year shall be mandatory for the Contractor and subcontractors only on the yearly anniversary of the contract. Decreases in living wages subsequent to the date of the contract shall not be permitted.

(3) The Contractor shall post in a prominent and easily accessible place to the Covered Workers the scale of wages to be paid to the Covered Workers.

(4) If the Contractor or any subcontractor shall fail to pay such wages as are required by the contract, the Auditor shall not approve any warrant or demand for payment to the Contractor until the Contractor furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the contract have been paid.

(5) The Contractor shall furnish to the Auditor, upon the Auditor's request, a true and correct copy of the payroll records of all Covered Workers employed under the contract, either by the Contractor or subcontractors. Such payroll records shall include information showing the number of hours worked by each Covered Worker employed under the contract, the hourly pay of such Covered Worker, any deductions made from pay, and the net amount of pay received by each Covered Worker.

(6) The copy of the payroll record shall be accompanied by a sworn statement of the Contractor that the copy is a true and correct copy of the payroll records of all Covered Workers working under the contract either for the Contractor or subcontractors, that payments were made to the Covered Workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all Covered Workers employed on work under the contract, either by the Contractor or by any subcontractor, have been paid the living wages as set forth in the contract specifications.

(7) If any Covered Worker employed by the Contractor or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the City may, by written notice to the Contractor, suspend or terminate the Contractor's right to proceed with the Work, or such part of the Work as to which there has been a failure to pay the required wages, and in the event of termination, the Contractor and any sureties shall be liable to the City for any excess costs occasioned the City thereby.

30. NO EMPLOYMENT OF ILLEGAL ALIENS:

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

B. The Contractor certifies that:

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

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

C. The Contractor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

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

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

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

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

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

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

31. 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.

32. 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.

33. 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.

34. 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.

35. **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.

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

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, do hereby warrant and guarantee that he/she or they have been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions herein set forth. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Contractor or the person(s) signing the Agreement to enter into this Agreement.

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 approved by City Council.

40. **COUNTERPARTS OF THIS AGREEMENT:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

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

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: PARKS-201415856-00

Contractor Name: Summit Services, Inc

By: MSA

Name: MARK FREDENICH
(please print)

Title: PRESIDENT
(please print)

ATTEST: [if required]

By: [Signature]

Name: KREW J. KRAWN
(please print)

Title: OFFICE MANAGER
(please print)



Exhibit A

Statement of Work

EXHIBIT A

STATEMENT OF WORK & TECHNICAL SPECIFICATIONS

GENERAL SPECIFICATIONS (*Applicable at all locations*)

- Contractor must schedule and coordinate all work with the designated Parks District Representative prior to any work being performed. Contractor must submit copy of planned work schedule for work locations to Parks District Representative on award of project. The City reserves the right to direct Contractor to provide only those services the City deems most necessary at the time, foregoing other services listed in the Work Items below. Such direction shall be provided by the District Representative.
- Contractor shall be responsible for obtaining any and all permits (including the cost thereof) required while performing services. Such permits include but are not limited to street occupancy permits for the closing of a lane(s) of traffic to perform the service. Moreover, Contractor shall be responsible for all rules, regulations, ordinances and routine and customary construction and maintenance standards as they relate to construction zone management including (but not limited to) construction zone (cone zone) definitions, use of traffic “flagman”, hiring of temporary traffic control police, appropriate traffic control approach/departure merge lanes and related warning signs, etc. The service shall be in complete compliance with Denver Public Works Department’s rules and regulations regarding such measures.
- Contractor shall comply with the *Manual on Uniform Traffic Control Devices*, or **MUTCD**, which defines the standards used by road managers nationwide to install and maintain traffic control devices on all streets and highways. The MUTCD is published by the Federal Highway Administration (FHWA) under 23 Code of Federal Regulations (CFR), Part 655, Subpart F. An electronic version of the MUTCD is available on denvergov.org at the following link: <http://mutcd.fhwa.dot.gov/> .
- Additional information required on all invoices shall include the following:
 - Itemization of all work performed.
 - Date performed.
 - Hours on task.
 - Agency personnel authorizing the work.
 - Grand total for all line items.

WORK ITEMS

1. MOWING AND GROUNDS MAINTENANCE:

All mowing services shall include removal of all trash, debris, and dead vegetation from site before mowing services are performed. All turf areas are to be mowed at 3” with less than 1/3 of leaf blade height removed each mowing. Clippings may be left in place but scattered on the turf so as not to be noticeable. All mowing services are to be performed in a manner to avoid mechanical damage to trees and shrubs. Trimming shall occur around all obstacles. Adjoining sidewalks curb lines, and hard edges are to be edged **monthly** with a steel bladed edger. All remaining debris is to be removed from the site as needed. Round-Up or a similar authorized product shall be used to curtail any vegetation encroaching in or on hardscape areas. Contractors are responsible for leaving the mowed area in a clean and acceptable condition.

2. WEED CONTROL IN TURF:

All irrigated turf areas will be sprayed with selective broadleaf herbicide, “2-4D” or equal, up to two (2) times during the mowing season at the direction of the District representative. All weed control chemicals will be general use pesticides, environmentally safe, approved materials that are applied by licensed professionals. Turf is to be healthy and thriving

and covering a minimum 80% of the surface area, with no more than 20% of the area containing broadleaf weeds. Contractor shall provide the SDS sheets regarding the weed control product it will be using. The City reserves the right to approve or ask for the Contractor to change product if such a change is in the City's best interest to do so.

3. FERTILIZATION:

All irrigated turf areas will have fertilizer applied two (2) times: 1 pound/N/1000 sq. ft. each application in May with a 100% slow release source of Nitrogen, and again in October with 1 pound/N/1000 sq. ft. at the direction of the District representative. Application must be kept from entering storm water system by applying fertilizer only to turf surface areas. Contractor shall provide any SDS sheets on fertilizer(s) that will be used.

4. BED POST-EMERGENT WEED CONTROL:

Broadleaf and grassy weeds will be controlled by chemical and/or manual methods in the bed areas and sidewalk cracks. This service will be provided at least monthly from June through September and as needed to maintain the area in a weed free condition. Damage to non-target plants by Contractor will be assessed a charge for plant replacement. All chemicals will be environmentally safe, approved materials that are applied by licensed professionals. Contractor must notify Park District representative in written format through a letter or email, prior to application. Notification of citizens on the City Pesticide Registry, or the State Sensitivity Pesticide Notification list must be contacted as outlined in those programs.

5. SWEEPING AND RAKING:

Walkways, driveways, and other hardscape (including curb/gutters & ADA ramps) areas are to be cleared of grass clippings, dead vegetation, dirt, trash, and debris.

6. TRASH PICK-UP AND OFF-SITE DISPOSAL:

Trash and litter shall be removed from shrub bed areas at least once a week. Trash and litter in turf areas shall be removed once per week. Such removal shall include inspecting entire site and removing noticeable trash and litter. Contractor is responsible for off-site disposal.

INSPECTION OF WORK SITE

The City shall at all times have the right to inspect the work and materials used to perform this service. Contractor shall furnish all reasonable aid and assistance required for the proper examination of the work and all parts thereof. Contractor shall obey directions and instructions of the Park District representative(s) or City inspectors; provided, however, that should Contractor object to any order given by the City's authorized inspector, they may make a written application to the City's Manager of Parks and Recreation for his/her decision, which decision shall be final and conclusive.

**WORK LOCATIONS FOR LANDSCAPE MEDIANS/
ROW CONTRACTED SERVICE**

Northwest District:

1. **Speer Boulevard Median:** Upper section (top of channel wall to curb line) Lafayette to Zuni (Including ROW tree lawn areas Auraria to Zuni) Include triangles N. Delaware to Colfax. 1,2,3, 4, 5 ,6
2. **Little Boxcar Island** (N. Broadway & 24th Ave) 5, 6 **with item #6 daily. Specific to this site will include power washing costs for the hardscape areas weekly.**
3. **MLK Blvd. medians** (Elizabeth – Colorado Blvd) 1, 2, 3
4. **Broadway Triangles** (Blake St – 20th St) 4 = Weed control in paving areas, and 6
5. **W. 50th Avenue medians** (Lowell – Federal) 1,2,3
6. **Colfax Medians:** (Osage – Kalamath) 1,2,3,4,6

7. **Colfax Medians:** (Irving to Federal) 4,6
8. **Downing Islands:** (Tremont Place - 38th Ave) 1,2,3
9. **Clear Creek Drive medians** (52nd Ave - Gray St.) 1,2,3
10. **Federal Blvd. medians**(46th Ave – 20th Avenue) 4,6

East District:

11. **Yosemite Parkway medians & ROW** (Bellevue Ave. West side, medians – E. Union Ave. S. Xeric Way East and West side, medians – E. Kenyon Ave.)1,2,3,4,5,6
12. **Temple Drive** (Wabash – Yosemite) 1,2,3,4,5,6
13. **Syracuse medians & ROW** (S Yosemite St., East and West side including 2 turf triangles and shrub bed Yosemite/Syracuse intersections – S. Whiting Way, excluding East side Golden Key Park property. S. Whiting Way West side – E. Yale Ave.) 1,2,3,4,5,6
14. **Quincy Medians** (I-25 – DTC Blvd) 1,2,3,4,5,6
15. **Happy Canyon** (Hampden to Quincy) 4,6
16. **Monaco Parkway** (Start – Quincy Ave. End - Alameda.) 1,2,3,4,5,6
17. **Quebec/Tamarac** (Illiff to Hampden Ave.) 1,2,3,4,5,6
18. **Colorado Blvd ROW** (Raised beds East side Dartmouth - Cornell) 4,6
19. **Alameda Avenue Parkway & ROW** (Leetsdale Ave to Quebec) 1,2,3,4,5,6
20. **Hale Parkway** 1,2,3,4,5,6
21. **University Blvd** (Alameda – 2nd Avenue) 1,2,3,4,5,6
22. **1st Avenue** (University – Lafayette) 1,2,3,4,5,6
23. **Colorado Blvd** (Alameda – 42nd Ave, excluding turf medians at 7th Ave) 4,6

Southwest District:

24. **Logan Street Parkway** (Start – Speer Blvd, End – Exposition Ave.)1,2,3,4,5,6
25. **W. Alameda Avenue Medians** (Morrison Road – Sheridan) 4,6
26. **Broadway & I-25** (W. Kentucky Ave – I-25 S entrance ramp 1 median and 2 beds East side)4,6
27. **S. Monroe Median** (Buchtel – Evans) 1,3,6
28. **Evans Avenue** (Monroe – University) 4,6
29. **S. Ammons Medians** 4, 6 (W. Stanford – W. Quincy Ave.)
30. **S. Balsam Islands** 4,6 (W. Layton – W. Stanford)
31. **S. Irving Medians** (Evans - Jewell) 1, 3
32. **Sheridan Blvd Medians** (Kenyon – Quincy) 1,2,3,6
33. **W. Bellevue Avenue** (North ROW 3 areas : 1 West of S Dudley, 2 East of S. Dudley to Wadsworth) 1,6

Northeast District:

34. **Chambers Road Medians** (I-70 – 56th Ave, not to include west ROW 52nd – Bolling/47th)1,2,3,4,5,6
35. **Peoria** (I-70 – 56th Ave) 1,4,5,6
36. **Quebec** (32nd Ave – I-70) 1,2,6 (Plus four mowings on the undeveloped section, 36th Ave East and West side to E. Smith Rd, North of E. 40th Ave East and West side to E. Airlawn Rd.)
37. **51st Avenue** (Uvalda Street – Durham Ct.) 1,2,3,4,5,6
38. **Andrews Drive Medians** (46th Avenue to Peoria St.) 1,2,3,4,5,6
39. **Tulsa Ct** (Albrook Dr. – Andrews Dr.) 1,2,3,6
40. **Maxwell Place** (Sable St to Uvalda St) 1,2,3,6
41. **Uvalda Street** (51st – 56th Ave.) 1,2,3,6
42. **MLK Parkway** – center median, does not include raised planters(Colorado Blvd. to Quebec).1,2,3,4,6
43. **E. Alameda Ave.** – center median (Quebec to Galena); North and South side R-O-W & Parkway (Quebec to Fairmont); North and South side R-O-W (Fairmont to Galena).1,2,3,6
44. **E. 46th Ave.** – both sides of canal (Chambers to Andrews) 6
45. **Fairmont Dr.** – center median (Alameda to Lowry Blvd.).1,2,3,6
46. **Lowry Blvd.** – center median (Quebec to Dayton).1,2,3,6

Exhibit B

Rates and Schedules

**0630 Median Area Maintenance Services
Attachment A - Pricing Sheet**

Location	District	Base or Alt	Work Items	Frequency	Fixed Monthly Equipment Cost	Monthly Labor Cost	Total Monthly Billable Cost			
							(Fixed Equipment Cost + Labor Cost)			
Speer Boulevard Median	NW	Base	1 - Mowing & Grounds Maint	26	815	7340	8155			
			2 - Weed Control Turf	2						
			3 - Fertilization	2						
			4 - Bed Post-Emergent	monthly/as needed						
			6 - Trash Pick up and Disposal	26						
			2. Boxcar (N. Broadway and 24th)	NW				Base	6 - Trash Pick up and Disposal Power wash hardscapes	daily Daily (7 days/wk)
3. MLK Blvd. medians	NW	Base	1 - Mowing & Grounds Maint	26	107	1000	1077			
			2 - Weed Control Turf	2						
			3 - Fertilization	2						
			4 - Bed Post-Emergent	monthly/as needed						
			6 - Trash Pick up and Disposal	26						
			4. Broadway Triangles	NW				Base	6 - Trash Pick up and Disposal weed control paved areas	26 26
5. W. 50 th Avenue medians	NW	Base			1 - Mowing & Grounds Maint 2 - Weed Control Turf 3 - Fertilization 6 - Trash Pick up and Disposal	26 2 2 26	70		637	707
6. Colfax Medians (Osage – Kalamath)	NW	Base	1 - Mowing & Grounds Maint	26	55	500		555		
			2 - Weed Control Turf	2						
			3 - Fertilization	2						
			4 - Bed Post-Emergent	monthly/as needed						
			6 - Trash Pick up and Disposal	26						
			7. Colfax Medians: (Irving to Federal)	NW			Alt		4 - Bed Post-Emergent 6 - Trash Pick up and Disposal	monthly/as needed 26
8. Downing Islands (Tremont Pl -38th Ave)	NW	Alt			1 - Mowing & Grounds Maint 2 - Weed Control Turf 3 - Fertilization	26 2 2		75	600	675
9. Clear Creek Drive medians	NW	Alt	1 - Mowing & Grounds Maint	26	65	560	625			
			2 - Weed Control Turf	2						
			3 - Fertilization	2						
10. Federal Blvd. medians	NW	Alt	4 - Bed Post-Emergent 6 - Trash Pick up and Disposal	monthly/as needed 26	84	756	840			
			1 - Mowing & Grounds Maint	26						

11. Yosemite Parkway medians & ROW	E	Base	2 - Weed Control Turf	2	120	1140	1260
			3 - Fertilization	2			
			4 - Bed Post-Emergent	monthly/as needed			
			5 - Sweeping and Raking	26			
			6 - Trash Pick up and Disposal	26			

12. Temple Drive	E	Base	1 - Mowing & Grounds Maint	26	30	200	230
			2 - Weed Control Turf	2			
			3 - Fertilization	2			
			4 - Bed Post-Emergent	monthly/as needed			
			5 - Sweeping and Raking	26			
			6 - Trash Pick up and Disposal	26			

13. Syracuse medians & ROW	E	Alt	1 - Mowing & Grounds Maint	26	238	2147	2385
			2 - Weed Control Turf	2			
			3 - Fertilization	2			
			4 - Bed Post-Emergent	monthly/as needed			
			5 - Sweeping and Raking	26			
			6 - Trash Pick up and Disposal	26			

14. Quincy Medians	E	Alt	1 - Mowing & Grounds Maint	26	60	530	590
			2 - Weed Control Turf	2			
			3 - Fertilization	2			
			4 - Bed Post-Emergent	monthly/as needed			
			5 - Sweeping and Raking	26			
			6 - Trash Pick up and Disposal	26			
15. Happy Canyon	E	Alt	4 - Bed Post-Emergent	monthly/as needed	20	180	200
			6 - Trash Pick up and Disposal	26			
16. Monaco Parkway	E	Base	1 - Mowing & Grounds Maint	26	260	2432	2692
			2 - Weed Control Turf	2			
			3 - Fertilization	2			
			4 - Bed Post-Emergent	monthly/as needed			
			5 - Sweeping and Raking	26			
			6 - Trash Pick up and Disposal	26			
17. Quebec/Tamarac	E	Base	1 - Mowing & Grounds Maint	26	110	1080	1190
			2 - Weed Control Turf	2			
			3 - Fertilization	2			
			4 - Bed Post-Emergent	monthly/as needed			
			5 - Sweeping and Raking	26			
			6 - Trash Pick up and Disposal	26			
18. Colorado Blvd ROW (raised beds)	E	Alt	4 - Bed Post-Emergent	monthly/as needed	40	362	402
			6 - Trash Pick up and Disposal	26			
19. Alameda Avenue Parkway	E	Alt	1 - Mowing & Grounds Maint	26	510	4585	5095
			2 - Weed Control Turf	2			
			3 - Fertilization	2			
			4 - Bed Post-Emergent	monthly/as needed			
			6 - Trash Pick up and Disposal	26			
			20. Hale Parkway	E			
2 - Weed Control Turf	2						
3 - Fertilization	2						
4 - Bed Post-Emergent	monthly/as needed						
5 - Sweeping and Raking	26						
6 - Trash Pick up and Disposal	26						
21. University Blvd	E	Alt	1 - Mowing & Grounds Maint	26	55	510	565
			2 - Weed Control Turf	2			
			3 - Fertilization	2			
			4 - Bed Post-Emergent	monthly/as needed			
			5 - Sweeping and Raking	26			
			6 - Trash Pick up and Disposal	26			
22. 1 st Avenue	E	Alt	1 - Mowing & Grounds Maint	26			
			2 - Weed Control Turf	2			
			3 - Fertilization	2			
			4 - Bed Post-Emergent	monthly/as needed			

			5 - Sweeping and Raking	26				
			6 - Trash Pick up and Disposal	26		130	1190	1320
23. Colorado Blvd Medians	E		4 - Bed Post-Emergent	monthly/as needed				
			6 - Trash Pick up and Disposal	26		110	1058	1168
24. Logan Street Parkway	SW	Base	1 - Mowing & Grounds Maint	26				
			2 - Weed Control Turf	2				
			3 - Fertilization	2				
			4 - Bed Post-Emergent	monthly/as needed				
			5 - Sweeping and Raking	26				
			6 - Trash Pick up and Disposal	26		60	580	640
25. W. Alameda Avenue Medians	SW	Base	4 - Bed Post-Emergent	monthly/as needed				
			6 - Trash Pick up and Disposal	26		40	408	448

26. Broadway & I-25	SW	Alt	4 - Bed Post-Emergent	monthly/as needed	35	310	345
			6 - Trash Pick up and Disposal	26			
27. S. Monroe Median	SW	Alt	1 - Mowing & Grounds Maint	26	30	290	320
			2 - Weed Control Turf	2			
			3 - Fertilization	2			
28. Evans Avenue	SW	Base	4 - Bed Post-Emergent	monthly/as needed	35	325	360
			6 - Trash Pick up and Disposal	26			
29. Ammons Medians	SW	Alt	4 - Bed Post-Emergent	monthly/as needed	30	280	310
			6 - Trash Pick up and Disposal	26			
30. Balsam Islands	SW	Alt	4 - Bed Post-Emergent	monthly/as needed	30	280	310
			6 - Trash Pick up and Disposal	26			
31. S. Irving Medians	SW	Alt	1 - Mowing & Grounds Maint	26	45	430	475
			2 - Weed Control Turf	2			
			3 - Fertilization	2			
32. Sheridan Blvd Medians	SW	Alt	1 - Mowing & Grounds Maint	26	145	1313	1458
			2 - Weed Control Turf	2			
			3 - Fertilization	2			
			6 - Trash Pick up and Disposal	26			
33. W. Bellevue Avenue	SW	Alt	1 - Mowing & Grounds Maint	4	15	145	160
			6 - Trash Pick up and Disposal	6			
34. Chambers Road Medians	NE	Base	1 - Mowing & Grounds Maint	26	526	4735	5261
			2 - Weed Control Turf	2			
			3 - Fertilization	2			
			4 - Bed Post-Emergent	monthly/as needed			
			6 - Trash Pick up and Disposal	26			
35. Peoria	NE	Base	1 - Mowing & Grounds Maint	26	68	612	680
			4 - Bed Post-Emergent	monthly/as needed			
			6 - Trash Pick up and Disposal	26			
36. Quebec	NE	Base	1 - Mowing & Grounds Maint	26	244	2199	2444
			2 - Weed Control Turf	monthly/as needed			
			6 - Trash Pick up and Disposal	26			
			6 - Trash Pick up and Disposal - Undeveloped Section	weekly			
			Mowing undeveloped area	4			
37. 51 st Avenue	NE	Base	1 - Mowing & Grounds Maint	26	75	675	750
			2 - Weed Control Turf	2			
			3 - Fertilization	2			
			4 - Bed Post-Emergent	monthly/as needed			
			6 - Trash Pick up and Disposal	26			

38. Andrews Drive Medians	NE	Base	1 - Mowing & Grounds Maint	26	60	635	695
			2 - Weed Control Turf	2			
			3 - Fertilization	2			
			4 - Bed Post-Emergent	monthly/as needed			
			6 - Trash Pick up and Disposal	26			
39. Tulsa Ct	NE	Base	1 - Mowing & Grounds Maint	26	40	368	408
			2 - Weed Control Turf	2			
			3 - Fertilization	2			
			6 - Trash Pick up and Disposal	26			
40. Maxwell Place	NE	Base	1 - Mowing & Grounds Maint	26	74	668	742
			2 - Weed Control Turf	2			
			3 - Fertilization	2			
			6 - Trash Pick up and Disposal	26			

41. Uvalda Street	NE	Base	1 - Mowing & Grounds Maint	26	50	492	542
			2 - Weed Control Turf	2			
			3 - Fertilization	2			
			6 - Trash Pick up and Disposal	26			
42. MILK Parkway	NE	Alt	1 - Mowing & Grounds Maint	26	180	1630	1810
			2 - Weed Control Turf	2			
			3 - Fertilization	2			
			4 - Bed Post-Emergent	monthly/as needed			
			6 - Trash Pick up and Disposal	26			
			43. E. Alameda Ave	NE			
			2 - Weed Control Turf	2			
			3 - Fertilization	2			
			6 - Trash Pick up and Disposal	26			
44. E. 46 th Ave.	NE	Alt	4 - Bed Post-Emergent	monthly/as needed	80	720	800
			6 - Trash Pick up and Disposal	26			
45. Fairmont Dr.	NE	Alt	1 - Mowing & Grounds Maint	26	50	520	570
			2 - Weed Control Turf	2			
			3 - Fertilization	2			
			6 - Trash Pick up and Disposal	26			
46. Lowry Blvd.	NE	Alt	1 - Mowing & Grounds Maint	26	170	1530	1700
			2 - Weed Control Turf	2			
			3 - Fertilization	2			
			6 - Trash Pick up and Disposal	26			

Exhibit C

Certificate(s) of Insurance



CERTIFICATE OF LIABILITY INSURANCE

SUMMI-Q

OP ID: EH

DATE (MM/DD/YYYY)

04/10/14

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

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

PRODUCER Cherry Creek Ins. Agency, Inc. Suite 500 5660 Greenwood Plaza Blvd. Greenwood Village, CO 80111 Scott Carlson	303-799-0110 303-799-0156	CONTACT NAME: Michelle Devore PHONE (A/C, No, Ext): 720-212-2056 E-MAIL ADDRESS: MichelleD@thinkccig.com	FAX (A/C, No): 303-799-0156																				
	INSURED Summit Services Inc PO Box 732 Morrison, CO 80465		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Pinnacol Assurance</td> <td>41190</td> </tr> <tr> <td>INSURER B :</td> <td>Westfield Insurance</td> <td>24112</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Pinnacol Assurance	41190	INSURER B :	Westfield Insurance	24112	INSURER C :			INSURER D :			INSURER E :			INSURER F :	
INSURER(S) AFFORDING COVERAGE		NAIC #																					
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INSURER F :																							

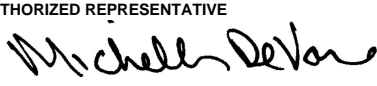
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		TRA0444064	07/01/13	07/01/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		TRA0444064	07/01/13	07/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			TRA0444064	07/01/13	07/01/14	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4075304	10/01/13	10/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 As required by written contract or written agreement, The City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insured under General Liability and Automobile Liability.

CERTIFICATE HOLDER**CANCELLATION**

City & County of Denver Dept of Parks & Recreation 201 W Colfax Ave Dept 602 Denver, CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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Exhibit D

Performance and Payment Bond Form

Exhibit D

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned **Summit Services, Inc.**, a Colorado corporation organized and existing under and by virtue of the laws of the State of Colorado, and authorized to transact business in the State of Colorado, hereafter referred to as the "Contractor", and _____, a corporation organized and existing under and by virtue of the laws of the State of _____, 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 Ten Thousand Dollars (\$10,000.00), 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 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 and perform the Work identified under **CONTRACT NO. PARKS-201415856-00**, Denver, Colorado, as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Statement of Work therefore, a copy of said Contract being made a part hereof;

NOW, THEREFORE, 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 Statement of Work;

PROVIDED FURTHER, that this Payment Bond shall remain in full force and effect from the effective date of this Payment Bond until one year (365 days) later or the expiration date set forth on the Contract or any amendment to that Contract, whichever is shorter. If the expiration date set forth on the Contract or any amendment to that Contract is applicable, then the Payment Bond must remain in full force and effect for an additional ninety (90) days beyond this expiration date. If the Payment is due to expire one year (365 days) after the effective date of this Payment Bond, the Contractor shall be responsible for renewing or replacing this Payment Bond no later than sixty (60) days prior to the expiration of the Payment Bond. Failure to renew or replace the Payment Bond as specified shall be grounds for immediate suspension or termination of the Contract, as the discretion of the City. Valid claim(s) under this Payment Bond existing prior to the date of expiration shall be paid by Surety provided that the City submits its claim(s) within sixty (60) days following the date of expiration; and

PROVIDED FURTHER, that the Surety shall have the right to terminate its liability upon providing the City with sixty (60) days prior notice by registered mail of the Surety's intention to so terminate, but the Surety shall remain liable for all sums due under the Payment Bond up to and including the effective date of such termination or in the event the Surety should terminate the Payment Bond without the required notice to the City.

Exhibit D

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this _____ day of _____, 2014.

Attest:

Secretary

Contractor

By: _____

Title: _____

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:

SCOTT D. MARTINEZ, Attorney
for the City and County of Denver

By: _____
Assistant City Attorney

**APPROVED FOR THE CITY AND
COUNTY OF DENVER**

By: _____
Michael B. Hancock
MAYOR

By: _____
LAURI J. DANNEMILLER
MANAGER OF THE DENVER DEPT.
OF PARKS & RECREATION

Exhibit E

Prevailing Wage Rate Schedule(s)



DENVER
THE MILE HIGH CITY

Office of Human Resources
Denver's Human Resource Agency

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

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Seth Duhon-Thornton, Associate Human Resource Professional
DATE: Friday February 14, 2014
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday February 14, 2014** 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. CO140012
Superseded General Decision No. CO20130012
Modification No. 03
Publication Date: 2/7/2014
(8 pages)

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

For questions please call (720) 913-5018

Attachments as listed above.

General Decision Number: CO140012 02/07/2014 CO12

Superseded General Decision Number: CO20130012

State: Colorado

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014
1	01/24/2014
2	01/31/2014
3	02/07/2014

* ASBE0028-001 10/01/2013

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 28.83	13.18

BRCO0007-004 09/01/2013

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

	Rates	Fringes
BRICKLAYER.....	\$ 23.68	8.34

BRCO0007-006 09/01/2013

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 23.88	8.46

ELEC0012-004 09/01/2013

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN Electrical contract over \$1,000,000.....	\$ 27.25	11.92
Electrical contract under \$1,000,000.....	\$ 24.75	11.84

ELEC0068-001 12/01/2012

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

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

ELEC0111-001 09/01/2013

	Rates	Fringes
Line Construction:		
Cable Splicer.....	\$ 28.65	13.75%+4.75
Equipment Operator-		
Underground.....	\$ 25.05	9.20
Groundman.....	\$ 22.76	9.87
Line Equipment Operator.....	\$ 27.78	10.91
Lineman and Welder.....	\$ 39.81	14.60

ELEC0113-002 06/01/2013

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 29.55	14.48

ELEC0969-002 07/01/2012

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 21.00	8.57

ENGI0009-001 10/23/2013

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 25.04	9.15
Blade: Rough.....	\$ 24.73	9.15
Bulldozer.....	\$ 24.73	9.15
Cranes: 50 tons and under..	\$ 24.88	9.15
Cranes: 51 to 90 tons.....	\$ 25.04	9.15
Cranes: 91 to 140 tons.....	\$ 25.19	9.15
Cranes: 141 tons and over...	\$ 25.97	9.15
Forklift.....	\$ 24.37	9.15
Mechanic.....	\$ 24.88	9.15
Oiler.....	\$ 24.01	9.15
Scraper: Single bowl		
under 40 cubic yards.....	\$ 24.88	9.15
Scraper: Single bowl,		
including pups 40 cubic		
yards and over and tandem		
bowls.....	\$ 25.04	9.15
Trackhoe.....	\$ 24.88	9.15

IRON0024-003 11/01/2013

	Rates	Fringes
Ironworkers:.....	\$ 24.80	18.77
Structural		

LABO0086-001 05/01/2009

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

PLUM0003-005 07/01/2013

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

	Rates	Fringes
PLUMBER.....	\$ 35.68	12.34

PLUM0058-002 07/01/2013

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.55	13.65

PLUM0058-008 07/01/2013

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.55	13.65

PLUM0145-002 07/01/2013

MESA COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.67	11.55

PLUM0208-004 07/01/2013

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

	Rates	Fringes
PIPEFITTER.....	\$ 33.35	12.27

SHEE0009-002 07/01/2013

	Rates	Fringes
Sheet metal worker.....	\$ 32.04	13.13

TEAM0455-002 07/01/2011

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

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 to the Davis-Bacon HEAVY Construction Projects rates
(Specific to the Denver Projects)
(Supp #74, Date: 02-03-2012)

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

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

GROUP 1 - Brakeman

GROUP 2 - Motorman

GROUP 3 - Compressor

GROUP 4 - Air Tractors; Grout Machine; Gunnite Machine; Jumbo Form

GROUP 5 - Concrete Placement Pumps; Mucking Machines and Front End Loaders, Underground, Slusher; Mine Hoist Operator; Mechanic

GROUP 6 - Mechanic Welder

GROUP 7 - Mole

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

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

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

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

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

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

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

GROUP 7 - tower cranes all types

LABORER CLASSIFICATIONS:

GROUP 1 - Janitors; Yardmen

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

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

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

TUNNEL LABORER CLASSIFICATIONS:

GROUP 1 - Outside Laborer - Above ground

GROUP 2 - Minimum Tunnel Laborer, Dry Houseman

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

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

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

TRUCK DRIVER CLASSIFICATIONS:

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

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

GROUP 3 - Truck Driver Snow Plow.

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

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