

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

**CONTRACT NO. 201417550**

**On-Call Construction Services Site Development, Landscape, and  
Irrigation Construction Services**

**CONTRACT**

**THIS CONTRACT AND AGREEMENT**, made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the "City," party of the first part, and **RICHDELL CONSTRUCTION INC., a Colorado corporation**, hereinafter referred to as the "Contractor," party of the second part,

**WITNESSETH**, Commencing on June 6, 2014, and for at least three (3) days the City advertised a solicitation for qualifications and proposals from qualified general contractors to perform services for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the following:

It is anticipated that the On Call General Contractor's scope of work may entail construction in any area of the city park system (including mountain park system). Program work may include, without limitation, grading, drainage, concrete and asphalt pavements, concrete curbing, landscaping, lawns, and irrigation, and incidental electrical, plumbing (utility), and concrete/aggregate paving materials testing, depending on the scope of the Project.

**WHEREAS**, proposals pursuant to said advertisement have been reviewed, evaluated and ranked by a selection committee and a recommendation was made to the Manager of Parks & Recreation, who has recommended that a Contract for said work be made and entered into with the above named Contractor, and

**WHEREAS**, said Contractor is now willing, able and has the present capacity to perform all of said work in accordance with this Construction Contract, said advertisement and the referenced selection documents.

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

**1. CONTRACT DOCUMENTS**

It is agreed by the parties hereto that the following list of documents, instruments, technical specifications, plans, drawings and other materials which are attached hereto and bound herewith, incorporated herein by reference or otherwise referenced in these documents constitute and shall be referred to either as the "Contract Documents" or the "Contract," and all of said documents,

instruments, technical specifications, Plans, Drawings and other materials taken together as a whole constitute the Contract between the parties hereto, and they are as fully a part of this agreement as if they were set out verbatim and in full herein:

*Notice of Availability of Requests for Proposals*  
*Requests for Proposals*  
*Contractor Proposal*  
*Commitment to M/WBE Participation*  
*Article III, Divisions 1, 2, and 3 of Chapter 28, D.R.M.C.*  
*Addenda (as applicable)*  
*Equal Employment Opportunity Provisions (Appendix A and Appendix F)*  
*Contract Form*  
*General Contract Conditions (incorporated by reference only)*  
*Special Contract Conditions*  
*Notice to Apparent Successful Proposer*  
*ACORD Certificate of Insurance*  
*\*Performance and Payment Bond*  
*\*Project Proposal Solicitation*  
*\*Project Bid Form for Solicitation*  
*\*Work Order*  
*\*Work Order Notice to Proceed*  
*\*Work Order Change Orders (as applicable)*  
*\*Work Order Certificate of Substantial Completion*  
*\*Work Order Certificate of Final Acceptance*  
*\*Work Order Certificate of Contract Release*  
*\*Contractor's Work Order Certification of Payment Form*  
*\*Work Order Final/Partial Lien Release Form*  
*Federal Requirements (as applicable)*  
*Prevailing Wage Rate Schedule(s)*  
*Technical Specifications (as applicable)*  
*Work Order Contract Drawings (as applicable)*  
*Work Order Scope of Work (as applicable)*  
*Work Order Accepted Shop Drawings (as applicable)*

\*Forms attached to Special Conditions

## **2. SCOPE OF WORK**

This Contract contemplates performance of construction services by the Contractor on a variety of, as yet to be identified, City construction Projects on an "as needed" or "on call" basis. Work on any assigned Project may required completion within short time duration or may be of an emergency or time sensitive nature and prompt turnaround of Projects will be required. As such the Contractor shall have all necessary resources available, on an as-needed basis, to complete each such Project when directed by the City during the Term of the Contract, in accordance with the terms and conditions of this Contract. The Contractor agrees to price all Work described in any Proposal Pricing Request issued hereunder, in accordance with the prices for covered items and terms and conditions contained herein and further agrees to and shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to perform and complete all of the Work described in any Work Order issued by the City in accordance with the terms and conditions set forth herein.

**3. TERMS OF PERFORMANCE**

For any Project Proposal Solicitation submitted to the Contractor by the City for pricing, the Contractor agrees to review and, in good faith, submit comprehensive prices for each such Request within fourteen (14) consecutive calendar days of the issuance of such Request. In the event the City elects, at its sole discretion, to issue a Work Order pursuant to such a Request, the Contractor agrees to undertake the performance of all work described or referenced in the Project Bid Form Solicitation and Work Order and all other work necessary to complete the project in accordance with all plans and specifications within ten (10) consecutive calendar days of the issuance of a Notice to Proceed for the referenced Work Order. The Contractor agrees to satisfactorily perform and complete all Work or effort required to complete the scope of work or project described in each issued Work Order within the period of performance specified in the Work Order and Notice to Proceed, plus such extensions of time as may be granted by the Manager in accordance with the provision of the General Contract Conditions and Special Contract Conditions incorporated herein.

**4. TERMS OF PAYMENT**

The City agrees to pay the Contractor for the performance of all of the Work required under each authorized Work Order, in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions. In no event, however, shall the total amount of compensation paid to the Contractor by the City exceed the maximum contract amount specified herein.

**5. NO DISCRIMINATION IN EMPLOYMENT**

In connection with the performance of the Work under this Contract, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

**6. COMPLIANCE WITH M/WBE REQUIREMENT**

This Construction Contract is subject to all applicable provisions of Divisions 1 and 3 of Article III, of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 – 29-36 and 28-52 – 28-90 D.R.M.C. and referred to in this Contract as the “M/WBE Ordinance”. In accordance with the requirements of the M/WBE Ordinance, the Contractor is committed to, at a minimum, meet the participation goal of **eleven percent (11%)** established for this Project utilizing properly certified M/WBE subcontractors and suppliers. In addition to the applicable provisions of the M/WBE Ordinance, the Contractor agrees, as an express condition of its performance hereunder, to comply with the requirements of any approved Division of Small Business Opportunity Compliance Plan (attached and incorporated herein as Exhibit B). Such plan shall, at a minimum, include a narrative regarding compliance with the goal; a list of committed M/WBE participants along with dollar and percent participation for each evidencing compliance with the overall goal, and fully executed letters of intent for each listed participant, all in a form satisfactory to the City. Without limiting the general applicability of the foregoing, the Contractor acknowledges its continuing duty, pursuant to Sections 28-72, 28-73 and 28-75 DRMC and the M/WBE Program, to meet and maintain throughout the duration of this Construction Contract its participation and compliance commitments and to ensure that all Subcontractors subject to the M/WBE Ordinance or the M/WBE Program also maintain such commitments and compliance. Failure to comply with these requirements may result, at the discretion of the Director of the Division of Small Business Opportunity (“DSBO”), in the imposition of sanctions against the Contractor in accordance with Section 28-77, DRMC. Nothing contained in this Paragraph or in the referenced City ordinance shall negate the City’s

right to prior approval of Subcontractors, or substitutes therefore, under this Construction Contract.

**7. WAGE RATE REQUIREMENTS**

In performance of all Work hereunder, the Contractor agrees to comply with and be bound by all requirements and conditions of the City's Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. and any determinations made by the City pursuant thereto.

**8. APPLICABILITY OF LAWS**

The Agreement between the Contractor and the City shall be deemed to have been made in the City and County of Denver, State of Colorado and shall be subject to, governed by, and interpreted and construed by or in accordance with the laws of the State of Colorado and the Charter, Revised Municipal Code, Rules, Regulations, Executive Orders and fiscal rules of the City. As such, the Contractor shall at all times comply with the provisions of the Charter, Revised Municipal Code, Rules, Regulations, Executive Orders and fiscal rules of the City, and those State of Colorado and Federal Laws, Rules and Regulations, which in any manner limit, control or apply to the actions or operations of the Contractor, any subcontractors, employees, agents or servants of the Contractor engaged in the Work or affecting the materials and equipment used in the performance of the Work, as the same may be, from time to time, promulgated, revised or amended. The Charter and Revised Municipal Code of the City 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.

**9. APPROPRIATION**

The amount of money, which has been appropriated and encumbered for the purpose of this contract, to date, is equal to or in excess of the Contract Amount. The Manager, upon reasonable written request, will advise the Contractor in writing of the total amount of appropriated and encumbered funds, which remain available for payment for all Work under the Contract.

The issuance of any change order or other form or order or directive by the City which would cause the aggregate payable under the contract to exceed the amount appropriated for the contract is expressly prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable work to be performed, which work will cause the aggregate amount available under the Contract to exceed the amount appropriated and encumbered for this Contract, unless and until such time as the Contractor has been advised in writing by the Manager that a lawful appropriation, sufficient to cover the entire cost of such additional work, has been made.

It shall be the responsibility of the Contractor to verify that the amounts already appropriated for this Contract are sufficient to cover the entire cost of such work, and any work undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of this contract, without the proper authorization for such work, and at the Contractor's own risk.

**10. APPROVALS**

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

**11. ASSIGNMENT**

The Contractor shall not assign any of its rights, benefits, obligations or duties under this Contract except upon the prior written consent and approval of the Manager to such assignment.

**12. DISPUTES RESOLUTION PROCESS**

It is the express intention of the parties to this Contract that all disputes of any nature whatsoever regarding the Contract including, but not limited to, any claims for compensation or damages arising out of breach or default under this Contract, shall be resolved by administrative hearing pursuant to the provisions of Section 56-106, D.R.M.C., or, as applicable, Section 28-33 D.R.M.C. for Minority and Woman Business Enterprise disputes. The Contractor expressly agrees that this dispute resolution process is the only dispute resolution mechanism that will be recognized by the parties for any claims put forward by the Contractor, notwithstanding any other claimed theory of entitlement on the part of the Contractor or its subcontractors or suppliers.

**13. CONTRACT BINDING**

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

**14. PARAGRAPH HEADINGS**

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

**15. SEVERABILITY**

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

**16. MAXIMUM CONTRACT AMOUNT**

Each Project will be assigned and authorized separately by Work Order and the maximum liability of the City for any one Project shall not exceed the sum of **Four Hundred Thousand Dollars (\$400,000.00)**, including all authorized Work Order changes. The maximum amount to be paid by the City to the Contractor for satisfactory completion of all Work Orders authorized by the City and performed by the Contractor under this Contract shall in no event exceed the sum of **TWO MILLION DOLLARS AND NO CENTS (\$2,000,000.00)**, unless this Contract is modified to increase said amount by a duly authorized, written contract amendment mutually agreeable to and executed by the parties hereto.

**17. TERM**

The term of this agreement shall be from **August 4, 2014**, through **August 4, 2016**. In no event, however, shall the Contractor's performance under this Agreement, including the one (1) possible extension, exceed a three (3) year period ending on month and day of the execution of this Agreement. In addition, nothing contained herein shall obligate the City to extend the Agreement beyond the initial term. If the term of any Work Order extends beyond the Term, this Agreement shall remain in full force and effect but only as to such Work Order, and only through the end of the Work Order's term, as may be extended by Change Order to such Work Order.

**18. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**

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

**CITY AND COUNTY OF DENVER**  
**Department of Aviation**  
**Department of Public Works**

**Standard Specifications For Construction**

**General Contract Conditions**

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

**SPECIAL CONTRACT CONDITIONS**

**SC-1 CONSTRUCTION SPECIFICATIONS**

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

City and County of Denver:

*Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS*, (The Index for which is bound herein and commonly referred to as the "Yellow Book") 2011 Edition)

*Transportation Standards and Details for the Engineering Division*

*City and County of Denver Traffic Standard Drawings*

Public Works Wastewater Capital Projects Management Standard Construction Specifications.

Colorado Department of Transportation:

*Standard Specifications for Road and Bridge Construction*  
(Sections 200 through 700 of the 2011 Edition)

Federal Highway Administration:

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

Building & Fire Codes:

*Building Code of the City and County of Denver*

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

The aforementioned City and County of Denver documents are available for review at the Capital Projects Management Office, 201 W. Colfax Ave., Dept. 506, (5<sup>th</sup> floor), Denver, CO 80202.

The *Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS* is available at:

[http://www.denvergov.org/dpw\\_contract\\_admin/ContractAdministration/ContractorReferenceDocuments/tabid/440535/Default.aspx](http://www.denvergov.org/dpw_contract_admin/ContractAdministration/ContractorReferenceDocuments/tabid/440535/Default.aspx).

*Transportation Standards and Details for the Engineering Division* and the Wastewater Management Division – *Standard Detail Drawings*, are available at <http://www.denvergov.org>.

The “*Colorado Department of Transportation Standard Specifications for Road and Bridge Construction*” is available for review on CDOT’s website at <http://www.coloradodot.info/> and can be purchased from the Colorado Department of Transportation.

The *Manual on Uniform Traffic Control Devices for Streets & Highways* is available for review at the Federal Highway Administration Website at: [www.fhwa.dot.gov](http://www.fhwa.dot.gov). The FHWA website also contains purchasing information.

## **SC-2 CITY DELEGATION OF AUTHORITY**

With reference to General Contract Condition 109, DEPUTY MANAGER, General Contract Condition 203 DEPARTMENT OF PUBLIC WORKS, and General Contract Condition 212, CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Manager hereby designates the City Engineer as the City official responsible for those certain actions and decisions designated as the responsibility of the Deputy Manager under the General Conditions and delegates to the City Engineer the authority necessary to undertake those responsibilities under this Contract. The City Engineer shall have supervisory responsibility over the Project Manager.

## **SC-3 LIQUIDATED DAMAGES**

Should the Contractor fail to complete any Work Order within the Contract Time allocated in that Work Order, the Contractor shall become liable to the City and County of Denver for liquidated damages, and not as a penalty, **at the liquidated damages rate specified in that Work Order**, for each consecutive calendar day that the Contractor exceeds the period of performance specified in the Work Order, all in accordance with the provisions of General Contract Condition 602.

If the Contract fails to commence work within ten (10) consecutive calendar days of the date of issuance of a Notice to Proceed for a referenced Work Order, the Contractor shall become liable to the City and County of Denver for liquidated damages, and not as a penalty, at the liquidated damages rate specified in the fully executed Work Order, for each consecutive calendar day after the expiration of the initial ten (10) day period after issuance of a Notice to Proceed that the contractor fails to commence Work on a fully executed Work Order issued by the City, all in accordance with provisions of General Contract Condition 602.

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

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

## **SC-4 SUBCONTRACTS**

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

## **SC-5 BUILDING INSPECTION DIVISION PLAN REVIEW FEES**

GC-317 of the General Contract Conditions shall apply to this Contract as supplemental by the following:

In addition to all permit and license fees required by GC-317, the Contractor is required to pay to the Building Inspection Division all plan review fees which may come due as a percentage of the Building Permit Fee in accordance with Chapter 1, Section 138.1 of the Denver Amendments to the Uniform Building Code (2009). For additional plan review fees that may be due as a result of the requirements of Denver Amendments Table 1-C footnote 4, the Contractor shall be entitled to compensation for the actual cost of all such fees paid, without any additional mark up, by execution of a change order in accordance with General Condition 1101.

## **SC-6 CONTRACT FORMS**

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

1. Notice to Successful Proposer (for Contract only)
2. Certificate of Insurance (for Contract only)
3. Notice to Proceed
4. Final Receipt

## **SC-7 WAGE RATE SCHEDULE**

General Contract Title 10 shall be amended by adding the following:

All work that has specialized skills or that has safety concerns shall be performed by the appropriate level tradesman including, but not limited to, work on energized, or potentially energized, electrical circuits until the circuit has been positively identified as having been de-energized; work on pressurized piping; work in potable waterlines; shoring and scaffolding; work involving handling refrigerants and hazardous materials; heavy equipment operation and work involving asbestos. Work not involving energized circuits, pressurized piping, etc. may be performed by personnel in demolition laborer classification.

## **SC-8 CONSTRUCTION INSPECTION BY THE CITY**

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

**1702.1** Persons who are employees of the City or who are under contract to the City or the City as lessee will be assigned to inspect and test the Work. These persons may perform any tests and observe the Work to determine whether or not designs, materials used, manufacturing and construction processes and methods applied, and equipment installed satisfy the requirements of the drawings and specifications, accepted Shop Drawings, Product Data and Samples, and the General Contractor's warranties and guarantees. The General Contractor shall permit these inspectors unlimited access to the Work and provide means of safe access to the Work, which cost shall be included as a Cost of the Work without any increase to the Guaranteed Maximum Price. In addition, General Contractor shall provide whatever access and means of access are needed to off-site facilities used to store or manufacture materials and equipment to be incorporated into the Work and shall respond to any other reasonable request to further the inspector's ability to observe or complete any tests. Such inspections shall not relieve the General Contractor of any of its quality control responsibilities or any other obligations under the Contract. All inspections and all tests conducted by the City are for the convenience and benefit of the City. These inspections and tests do not constitute acceptance of the materials or Work tested or inspected, and the City may reject or accept any Work or materials at any time prior to the inspections pursuant to G.C. 2002, whether or not previous inspections or tests were conducted by the inspector or a City representative.

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

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

#### **SC-9 DISPOSAL OF NON-HAZARDOUS WASTE AT DADS**

In accordance with the Landfill Agreement made between the City and Waste Management of Colorado, Inc., bidders will be required to haul dedicated loads (non-hazardous entire loads of waste) to the Denver-Arapahoe Disposal Site ("DADS") for disposal. DADS is located at Highway 30 and Hampden Avenue in Arapahoe County, Colorado. The City will pay all fees associated with such disposal but the bidder shall be responsible for the costs of transporting the loads. Non-hazardous waste is defined as those substances and materials not defined or classified as hazardous by the Colorado Hazardous Waste Commission pursuant to C.R.S. §25-15-207, as amended from time to time, and includes construction debris, soil and asbestos. Bidders shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

#### **SC-10 PROHIBITION ON USE OF CCA-TREATED WOOD PRODUCTS**

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

#### **SC-11 WAIVER OF: PART 8 OF ARTICLE 20 OF TITLE 13, COLORADO REVISED STATUTES**

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

#### **SC-12 PERIOD OF PERFORMANCE**

The term or duration of this Agreement shall be two (2) years from the date of execution of this Agreement, unless extended by Contract amendment in accordance with the provisions of these Special Contract Conditions. With respect to any Work that is authorized by a Work Order issued prior to the contract completion date, but not completed by that date, the City shall have the option to terminate the Work in progress and pay only for that portion of the Work satisfactorily completed within the period of performance specified herein or to provide for, in writing, a limited extension of the contract completion date to complete the remaining Work at the prices agreed upon in the previously issued Work Order(s).

For each Proposal Pricing Request submitted to the Contractor for pricing, the Contractor agrees to review and price the Proposal Request within fourteen (14) consecutive calendar days of the date of such Proposal Request. In the event a Work Order is issued pursuant to a priced Proposal Request, the Contractor agrees to undertake the performance of the specified Work within ten (10) consecutive calendar days of the date of issuance of a Notice to Proceed for the referenced Work Order. The Contractor agrees to satisfactorily complete all work referenced in each Work Order within the agreed upon period of performance set forth in such Work Order or Notice to Proceed, plus such extension or extensions granted by the Manager in accordance with the provisions for Work Order Changes. For purposes of this Contract, "Contract Time", as used in the General Contract Conditions, shall mean the period of performance specified in each issued Work Order and shall run from the date of issuance of a Work Order Notice to Proceed to the date of Work Order Final Completion. Work Order Substantial Completion shall occur prior to Final Completion of any Work Order.

#### **SC-13 PERFORMANCE OF WORK, AS DIRECTED BY THE CITY**

Titles 1 and 3 of the General Contract Conditions shall generally apply to this Contract as supplemental by the following:

As described elsewhere in the Contract Documents, this Contract contemplates performance of construction services Work by the Contractor on a variety of, as yet to be identified, City construction Projects on an "as needed" or "on call" basis. Under the terms of this Contract, the City, in its sole discretion, will determine both the extent and nature of each scope of work or project it requires the

Contractor to perform or complete and the specific terms and conditions under which it requires the Contractor to perform or complete this scope or project. Nothing contained herein, however, shall be construed by the Contractor as promise or guarantee of any minimum amount of Work or compensation hereunder.

In the event the City elects to direct the Contractor to perform work hereunder, the process by which both a specific work scope or project and specific performance terms or conditions shall be established prior to commencement of such work shall be as follows:

1. The City will identify a work scope or project for the Contractor to perform or complete and will issue to the Contractor a Project Proposal Solicitation (in the format provided herein) containing, at a minimum, a detailed scope or project description, drawings, plans, specifications, the specific terms and conditions under which such project or scope must be performed and other pertinent materials.
2. In accordance with the terms and conditions of this Contract, the Contractor will review each Project Proposal Solicitation and provide a price (in the Project Bid Form Worksheet format provided herein) and a project schedule responsive to each Project Proposal Solicitation Bid Form. In preparing its price, the Contractor shall include all bid unit prices for any required or specified work that corresponds with any unit price description (covered work). All other scope or project work elements required to complete the project or otherwise fully perform the described scope shall be considered uncovered work and priced using the format and cost categories for labor, material and equipment specified herein.
3. Upon receipt of the completed and fully executed Project Bid Form Worksheet from the Contractor, negotiation of uncovered work prices or sums and agreement on the Total Price (the total of covered and uncovered prices), schedule and any other specific requirements for the requested scope of Work, a Work Order (in the format provided for herein) for the Work will be issued by the City authorizing the Work to proceed under the terms and conditions set forth in the Work Order and attachments. This Order shall also encumber funds for the performance of such Work Order.
4. Upon receipt of the fully executed Work Order and a Work Order Notice to Proceed (in the format provided for herein), the Contractor shall have ten (10) consecutive calendar days to commence the performance.
5. With respect to each issued Work Order, the contractor shall furnish all tools, labor, supplies, equipment, materials and everything necessary to perform and complete the described scope of work or project contained in the Work Order.
6. During the course of performance of the Work authorized by each Work Order, the Contractor shall submit regular pay applications, in accordance with provisions of these Special Contract Conditions. The City shall issue payment for all satisfactorily completed Work authorized by Work Order, in accordance with the terms and conditions of the Contract Documents.
7. If additions, deletions or other modifications to the authorized Work scope or other terms or conditions are required or desired in the sole discretion of the City under a particular Work Order, a Work Order Change will be issued based on pricing prepared in the same manner as a Proposal Pricing Request and under the terms and conditions for issuance of a Change Order under the General Contract Conditions. The Work Order Change will identify any increase or decrease in the cost, change in the period of performance and any other modifications to the performance requirements for that particular Work Order.
8. Upon satisfactory completion, a Certificate of Substantial Completion, Certificate of Final Acceptance, and Certificate of Contract release will be issued. Upon completion of these documents a Final Receipt for that Work Order will be issued, and final payment for the Work Order will be made.
9. Under this Contract, more than one Work Order may be issued and performed by the Contractor at the same time.

Given that under this Contract, the Contractor is committed to make available to the City and, as from time to time directed by the City under the process described, furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete each Work Order issued in accordance with the terms and conditions set forth



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

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

#### **SC-14 PERFORMANCE AND PAYMENT BOND**

Title 15 of the General Contract Conditions shall generally apply to this Contract as supplemented by the following:

A Performance and Payment Bond, in the form included in these Contract Documents, shall be furnished covering all Work Orders performed hereunder. An initial bond in the amount of Two Million Dollars (\$2,000,000.00) shall be provided at time of Contract Execution. In the event the dollar amount of Work to be performed exceeds this amount on any given Work Order, the Contractor shall provide properly executed bond Change Riders, also in the form included in these Contract Documents, in the amount(s) of any additional Work Orders issued hereunder.

#### **SC-15 PROPOSAL REQUEST PRICING**

Title 9 of the General Contract Conditions shall generally apply to this Contract as supplemented by the following:

A. In order to initiate Work hereunder, the City must prepare and issue a Proposal Pricing Request, in the form included in these Contract Documents. For each Proposal Pricing Request submitted to the Contractor for pricing, the Contractor shall price the request and submit a completed Proposal Request Pricing Worksheet, in the form included in these Contract Documents and complying with the terms and conditions set forth on the form, to the Project Manager, with all supporting materials, within fourteen (14) consecutive calendar days of the date of issuance of such Proposal Pricing Request. The Contractor shall price each request and prepare the appropriate documentation in accordance with the requirements stated herein.

B. **Prices** – The City's policy is to award Work Orders by a mini-bid process. If a mini-bid process is used, Contractor may submit lump sum prices. Upon request Contractor will provide detailed pricing information. If the City determines that a mini-bid process is not appropriate, the Contractor may then provide detailed pricing information, reference Proposal Request Pricing Worksheet.

Direct labor costs shall include only the cost associated with the workers who actually perform the Work (including fringe benefits and the Contractor's actual cost for Worker's Compensation, Social Security and Payroll taxes). The costs of supervision, management and field or office overhead costs shall not be included or calculated as direct labor cost. For shop or plant components of the Work, the direct labor cost shall include only those workers who work directly on the item being manufactured or the actual operators of the equipment being used to handle the items being manufactured.

Material costs shall include the direct costs of materials, supplies and equipment incorporated in or consumed by the Work. The costs shall be based on buying the material, supplies and equipment other than small tools, or equipment rental rates without markup or operator, as listed in the appropriate rental rate book currently in use by the Colorado Department of Transportation.

Equipment costs shall be the actual cost to the Contractor of owned and/or rented equipment other than small tools, or equipment rental rates without markup or operator, as listed in the appropriate rental rate book currently in use by the Colorado Department of Transportation.

C. **Markup for Overhead and Profit** – The Contractor shall be entitled to **10%** of markup on the direct cost of the subcontractor's work, including labor, materials, and equipment. The Contractor shall not apply markup to Special Conditions, markup, or bonds, taxes or insurance. The Contractor, subcontractor or sub-subcontractor who actually performs the Work shall be entitled to a markup of 15% on the actual costs identified in item B, only, above. For terminology and methodology applicable to Work Order pricing, refer to General Contract Conditions (2011 Edition) Titles 9 and 11, Special Conditions 15 through 19, and the Proposal Request Pricing Worksheet forms (attached) of this document. Bonds, insurance and sales tax are to be added **after** markup.

A supervising subcontractor, if any, shall not be entitled to a markup on the actual price charged to the subcontractor by the sub-subcontractor.

The general contractor's percentage markup on subcontractor work shall be considered to support the full cost of office supervisors and assistants, including all clerical and general office help; review and coordination; estimating; expediting; office equipment and supplies, telephone, fax, conformance to OSHA requirements, safety programs, and all other general contractor company expenses. These percentage markups shall be applied one time only for each Work Order or Work Order Change and shall not pyramid in any way.

D. Bonds, Insurance, Permits and Taxes shall be reimbursed at the actual cost associated with all required bond riders, insurance, permits, licenses, and sales, use or other taxes related to the Work.

E. A Total Price to perform or complete the Work Order, the sum of all covered and uncovered work amount, must be in each Work Order.

F. If it is later determined that the pricing was not correct due to inaccurate or incomplete pricing data by the Contractor or any subcontractor or supplier, the price shall be reduced accordingly and the Work Order cost modified by a Work Order Change.

## **SC-16 WORK ORDERS**

With respect to Each Work Order Issued hereunder, the General Contract Conditions shall generally apply to this Contract as supplemented by the following:

Upon review of any Proposal Request Pricing Worksheet completed by the Contractor pursuant to a Proposal Request, the City may, at its sole discretion, reject the pricing submittal, enter into further negotiations regarding uncovered work prices or may direct that the Work described in the Proposal Request and priced by the Contractor be completed by issuance of a Work Order, in the form included in these Contract Documents to the Contractor. The City reserves the right to issue such a Work Order, at the price and under the terms of the Contractor's pricing submittal, at any time before the expiration of 120 consecutive calendar days from the date the pricing submittal was received by the City. If no Work Order is issued and the pricing submittal is not rejected within this period, the Contractor's pricing submittal shall be deemed rejected by the City.

A Work Order shall not issue and no Work for a priced Request shall commence until such time as: The Work Order is executed by the Contractor and all designated City officials; the Contractor has submitted a Payment and Performance bond or Bond Change Rider for the Work satisfactory to the City Attorney; for the Work described in the Proposal Request; and all administrative requirements are met. Until all Work Order issuance requirements are met, the City shall have no obligation to compensate the Contractor for Work performed.

Upon issuance of a Work Order, the Contractor agrees to satisfactorily perform and complete all Work necessary or required to fully perform or otherwise complete the scope of work as described in each issued Work Order or any subsequently issued Work Order Change within the period of performance specified in the Work Order plus such extensions of time as may be granted by the Manager in accordance with the provisions of this Contract.

#### **SC-17 WORK ORDER NOTICE TO PROCEED**

GC-302 of the General Contract Conditions shall generally apply to this Contract as supplemented by the following:

Following the issuance of any fully executed Work Order hereunder, a Work Order Notice to Proceed, in the form included in these Contract Documents for that particular Work Order will be issued by the Director. The Contractor agrees to commence the Work in accordance with that particular Work Order within ten (10) consecutive calendar days of the date of the Work Order Notice to Proceed. No Work Order Notice to Proceed will issue and no Work will commence until such time as the Contractor has complied with all administrative requirements for that particular Work Order under SC-15 PERFORMANCE AND PAYMENT BOND. Thereafter, the Contractor shall prosecute the Work to be accomplished under the Work Order at such time and place as the Work Order directs and shall fully complete in every detail all specified Work in accordance with the terms and conditions of the Work Order and the provisions of these General Contract Conditions and Special Contract Conditions.

#### **SC-18 PROGRESS PAYMENTS FOR WORK ORDERS**

In accordance with General Contract Condition 902, PAYMENT PROCEDURE, the party(ies) responsible for review of all Pay Applications shall be the Project Manager assigned to each Work Order:

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

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

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

#### **SC-19 WORK ORDER CHANGES**

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

In accordance with all terms and conditions provided for standard change orders under Title 11 of the General Contract Conditions, the City may issue Work Order Changes providing for deletions, additions and modifications to the Work under a duly issued Work Order. Work Order Changes must be issued on the Work Order Change Form, in the form included in these Contract Documents.

Mark up for overhead and profit for Work Order Changes shall require completion of the Proposal Request Pricing Worksheet for Contractor and applicable Sub-Contractors.

#### **SC-20 WORK ORDER CLOSE-OUT**

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

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

#### **SC-21 CONTRACT CLOSE-OUT**

Upon written notification from the City to the Contractor that no further Work Orders shall be issued hereunder and the completion of final close-out for any previously issued Work Orders in accordance with SC-20 WORK ORDER CLOSE-OUT, the Contract shall proceed to final close-out. The Contractor agrees to comply with all applicable Contract close-out procedures and requirements set forth in General Contract Condition 2002. In addition, the Contractor agrees to execute and deliver to the City a Final Receipt in the forms previously referenced and to provide to the City consent of surety covering all Work performed hereunder. Until such time as all Contract close-out procedures are completed and each contract close-out requirement is satisfied, the City shall retain from amounts due the Contractor, in addition to any other withholdings provided for hereunder, a sum not greater than one percent (1%) of the maximum contract amount specified herein.

#### **SC-22 ATTORNEY'S FEES**

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

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

#### **SC 23 INSURANCE:**

General Condition 1601 is hereby deleted in its entirety and replaced with the following:

1. General Conditions. Contactor agrees to secure, at or before the time of execution of this Contract, the following insurance covering all operations, goods, or services provided pursuant to this Contract. Contractor shall keep the required insurance coverage in force at all times during the term of the Contract or any extension thereof and during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A" VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the above described policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Contract and shall reference the City contract number listed on the signature page of this Contract. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) Days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested, within three (3)

business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. The insurance coverages specified in this contract 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 Contract.

2. **Proof of Insurance.** Contractor shall provide a copy of this Contract to its insurance agent or broker. Contractor may not commence services or work relating to the Contract prior to placement of coverage. Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferable an ACORD certificate, complies with all insurance requirements of this Contract. 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 Contract shall not act as a waiver of Contractor's breach of this Contract or of any of the City's rights or remedies under the Contract. The City's Risk Management Office may require additional proof of insurance including but not limited to policies and endorsements.
3. **Additional Insureds.** For Commercial General Liability, Auto Liability, and Contractors Pollution Liability, Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
4. **Waiver of Subrogation.** For all coverages, Contractor's insurer shall waive subrogation rights against the City.
5. **Subcontractors.** All subcontractors (including independent contractors, suppliers or other entities providing goods or services required by this Contract) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors upon request by the City.
6. **Workers' Compensation/Employer's Liability Insurance.** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000.00 for each bodily injury occurrence claim, \$100,000.00 for each bodily injury caused by disease claim, and \$500,000.00 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this contract, 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 Contract, and that any such rejections previously effected, have been revoked as of the date Contractor executes this contract.
7. **Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000.00 for each occurrence claim, \$1,000,000.00 for each personal and advertising injury claim, and \$2,000,000.00 products and completed operations aggregate, and \$2,000,000 policy aggregate.
8. **Business Automobile Liability.** Contractor shall maintain Business Automobile Liability with limits of \$1,000,000.00 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Contract.. If transporting hazardous material or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under a Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.
9. **Builder's Risk or Installation Floater:** Contractor shall maintain limits equal to the completed value of the project. Coverage shall be written on an all risk, replacement cost basis including coverage for soft costs, flood and earth movement, if in a flood or quake zone, and, if applicable, equipment breakdown including testing. Contractor is responsible for payment of all policy

deductibles. The City and County of Denver, Contractor, and sub-contractors shall be named insureds under the policy. Policy shall remain in force until acceptance of the project by the City.

10. Additional Requirements. For Commercial General Liability, the policy must provide the following:

1. Liability assumed under an Insured Contract;
2. A severability of interests (separation of insured/cross liability) provision;
3. A provision that coverage is primary;
4. A provision that coverage is non-contributory with other coverage or self-insurance maintained by the City;
5. For claims-made coverages:
  - (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.
6. Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

City and County of Denver  
Contractor  
Certificate of Insurance

Contractors, Please provide this sample certificate to your insurance agent or broker.  
Certificates must mirror this sample.

Note the additional insured special instructions below.

[illegible]

\*The "description" box must only contain project/contract detail such as the contract name and number and "The City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured" with regards to the appropriate policies ONLY.

QUALIFYING LANGUAGE SUCH AS "SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY" CAN NOT BE ADDED.

DO NOT ATTACH ADDITIONAL INSURED ENDORSEMENTS

If any additional language is added to this section, the certificate will be rejected. If the requirements can not be complied with, we reserve the option to move on to another contractor

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

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### **Attached Contracts**

1. General Contract Conditions (Incorporated by reference only)
2. Project Proposal Solicitation Form
3. Project Bid Form & Sample
4. Work Order Form
5. Work Order Notice to Proceed
6. Work Order Change Form
7. Work Order Certificate Of Substantial Completion
8. Work Order Certificate of Final Acceptance
9. Work Order Certificate of Contract Release
10. Performance and Payment Bond
11. Final/Partial Lien Release Form
12. Certification of Payment Form and Instruction Form
13. Certificate of Insurance Form

**EXHIBIT**

**A**

**GENERAL  
CONTRACT  
CONDITIONS**

**(INCORPORATED BY REFERENCE  
ONLY)**

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

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

**DEPARTMENT OF PARKS AND RECREATION**

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

---

CONTRACTOR:

PROJECT NAME:

VENDOR ID:

PROJECT ID:

PROJECT MANAGER/PHONE :

FUND / ORG:

DATE:

---

**SOLICITATION:**

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

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

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

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

**PROPOSAL SCHEDULE:**

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

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

Or

By e-mail to:

[Insert email address] (Project Manager) and  
[nikki.vanravenswaay@denvergov.org](mailto:nikki.vanravenswaay@denvergov.org)

Or

By fax to:

**(720) 913-0783**

No Later Than:

[ ] P.M., Local Time

[ ], 20 ].

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

**PROJECT DESCRIPTION AND ATTACHMENTS:**

[Project Manager to provide narrative and list of attachments]

**PROJECT CONTACT:**

[Project Manager to provide contact information]

**PROJECT REQUIREMENTS:**

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

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

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

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

**MISCELLANEOUS:**

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

## PROJECT BID FORM

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

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

#### DEPARTMENT OF PARKS AND RECREATION

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

CONTRACTOR:

PROJECT NAME:

VENDOR ID:

PROJECT ID:

PROJECT MANAGER/PHONE :

FUND / ORG:

DATE:

CONTRACT CONTROL NUMBER:

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

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

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

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

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

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

Signed and Submitted by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
on behalf of the above referenced Contractor.

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

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

(Copy this page if additional room is required.)

**SAMPLE BID FORM**

Item No.	Description and Price	Estimated Quantity	Estimated Cost
<b><u>BID SCHEDULE A</u></b>			
01010-1A	<b>MOBILIZATION</b> at the unit price of _____ Dollars and _____ Cents (\$_____) per Lump Sum.	# LS	\$ _____
01500-1A	<b>POT HOLE FOR UTILITY VERIFICATION</b> at the unit price of _____ Dollars and _____ Cents (\$_____) per Each.	# EA	\$ _____
01500-2A	<b>TRAFFIC CONTROL</b> at the unit price of _____ Dollars and _____ Cents (\$_____) per Lump Sum.	# LS	\$ _____
02150-1A	<b>TREE PROTECTION FENCE</b> at the unit price of _____ Dollars and _____ Cents (\$_____) per Linear Foot.	# LF	\$ _____
02200-1A	<b>ADJUST GRADE (CUT DISPOSED OF OFF SITE)</b> at the unit price of _____ Dollars and _____ Cents (\$_____) per Cubic Yard.	# CY	\$ _____
02232-1A	<b>AGGREGATE BASE COURSE</b> at the unit price of _____ Dollars and _____ Cents (\$_____) per Cubic Yard.	# CY	\$ _____

## WORK/TASK ORDER

### PROJECT NAME: XXXXXX

Administered by: PARKS PLANNING, DESIGN AND CONSTRUCTION DEPARTMENT OF PARKS AND RECREATION, 201 W. COLFAX AVE., Dept 613, DENVER, CO 80202, (720) 913-0638, FAX (720) 913-0783

CONTRACTOR/CONSULTANT: XXXX

WORK or TASK / VENDOR ORDER NUMBER: XX /XXXX

OC CONTRACT NO: XXXX

PEOPLESFT CHARTFIELD STRING:

CONTRACT NAME:

(F) (O) (P)

On-Call Landscape Improvements and Irrigation  
Construction Services

CONTRACT (PO) NUMBER: TBD

It is hereby mutually agreed that when this WORK/TASK ORDER has been signed by the contracting parties, the following described scope of work shall be executed by the contractor/consultant in accordance with all contract documents and as herein stipulated and agreed:

All work described in the narrative below, summarized on scope table on next page and in Bid/Proposal, dated XXXX<sup>h</sup>, 201X and attached as Exhibit A.

The sum, as indicated herein below, constitutes full and complete consideration, payment and satisfaction to the Contractor for the above described scope of work, and the Contractor hereby agrees to make no further claims, demands, or requests of any kind whatsoever for further monies, extensions of time, or other consideration for the above described scope of work to the contract.

**THE CONTRACTOR AGREES** to furnish all services, material and labor and perform all work/tasks required to complete the above described changes in accordance with requirements for similar work covered by the Work/Task Order, except as otherwise stipulated herein, for the following considerations:

The lump sum of: XXXXXXXX \$ XXXXX

Work/Task Order Duration: Calendar days XXX days from NTP (or) Completion Date of XXXX

Contractor/Consultant: XXXXX

Accepted for Contractor/Consultant by: \_\_\_\_\_ Title \_ Date \_\_\_\_\_

#### USING AGENCY

I hereby certify that funds are available that will be reserved to pay the Contractor in full for the work to be performed under this WORK/TASK ORDER.

By Using Agency - Administrative or Budget Office \_\_\_\_\_ Date \_\_\_\_\_

#### COST SUMMARY FOR CONTRACT NO.

Previous Work/Task Orders	\$ Previous
Work/Task Order Change Additions/Deductions	\$ 0.00
Net Prior to this Work/Task Order	\$
This Work/Task Order - <input type="checkbox"/> Add <input type="checkbox"/> Deduct	\$
Revised Contract Amount	\$
Maximum Contract Amount	\$
<b>Amount Available</b>	\$

#### APPROVALS

\_\_\_\_\_  
Approved by the Division of Small Business Opportunities \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Approved by Director of Planning \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Approved by Project Manager (Parks Dept) \_\_\_\_\_ Date \_\_\_\_\_

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

\_\_\_\_\_  
Approved by City Attorney (if Bond rider) \_\_\_\_\_ Date \_\_\_\_\_

NOTE: No persons shall authorize or perform any of the above until the Work/Task Order has all signatures and has been distributed.

DISTRIBUTION: Auditor, Contract Administration, Parks and Recreation, City Engineering (PMO), DSBO, and Contractor.



[illegible]

## BASIS OF CHANGE

**A** Using Agency Request  
**C** Contractor Request  
**D** Design Consultant Request

**F**      **Field Condition**  
**X-\_\_\_\_\_**      **other: \_\_\_\_\_**  
**X-\_\_\_\_\_**      **other: \_\_\_\_\_**

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

Current Date

Name

Company

Street

City/State/Zip

**PROJECT NAME:**                    **On-Call Landscape Improvements and Irrigation Construction Services Program**  
**PROJECT NUMBER:**  
**CONTRACT NUMBER:**  
**WORK ORDER NUMBER:**

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

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

Sincerely,

Gordon Robertson  
Director of Planning

cc:        Auditor  
          Mark Tabor, Parks & Recreation  
          Project Manager  
          Contract Administration  
          DSBO

# WORK/TASK ORDER CHANGE

## NAME OF PROJECT:

Administered by: PARKS PLANNING, DESIGN AND CONSTRUCTION  
DEPARTMENT OF PARKS AND RECREATION, 201 W. COLFAX AVE., DEPT. 613, DENVER, CO 80202, (720)-913-0638, FAX (720) 913-0783

CONTRACTOR/CONSULTANT: XXXXXXXX  
OC CONTRACT NO.: OCXXXXXXXXXX  
CONTRACT NAME: On-Call Landscape and Irrigation  
Construction Services

WORK OR TASK ORDER / VENDOR ID: XX/XXXXXX  
PEOPLESFT CHARTFIELD STRING:  
(F):XXXXXX (O):7011102 (P) XXXXXXXX  
CONTRACT (PO) NUMBER: XXXXXXXXXX

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

Modifications to the Work/Task Order as described in the narrative below and summarized in the scope table on next page and as bid/proposal, dated \_\_\_\_ attached as Exhibit A.

The additional sum, as indicated hereinbelow, constitutes full and complete consideration, payment and satisfaction to the Contractor/Consultant for the above described changes to the work order, and the Contractor/Consultant hereby agrees to make no further claims, demands, or requests of any kind whatsoever for further monies, extensions of time, other consideration for the above described changes to the work order.

**THE CONTRACTOR/CONSULTANT AGREES** to furnish all services, material and labor and perform all work/tasks required to complete the above described changes in accordance with requirements for similar work/tasks covered by the Work/Task Order, except as otherwise stipulated herein, for the following considerations:

Add to the Work/Task Order the sum of: \_\_\_\_\_ dollars (\$00.00).

(Increase / Decrease) the Work/Task Order Completion Time \_\_\_\_\_, Calendar days (or)..... Revised Completion Date: \_\_\_\_\_

Contractor/Consultant \_\_\_\_\_

Accepted for Contractor/Consultant by: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

### WORK/TASK ORDER NO. 23-01 COST SUMMARY

Original Work/Task Order Amount	\$	
Previous Change Order Additions (Deductions)	\$	0.00
SUB-TOTAL	\$	
This Work/Task Order Change - <b>Add</b> <Deduct>	\$	_____
<b>REVISED TOTAL WORK/ TASK ORDER AMOUNT</b>	<b>\$</b>	

### COST SUMMARY FOR CONTRACT NO.

Total of All Work/Task Orders Issued	\$
Previous Work/Task Order Change Additions/Deductions	\$
Net Prior to this Change	\$
This Change -- <b>Add</b> <Deduct>	\$
Revised Contract Amount	\$

### USING AGENCY

I hereby certify that funds are available that will be reserved to pay the Contractor in full for the work to be performed under this WORK/TASK ORDER CHANGE .

By Using Agency - Administrative or Budget Office \_\_\_\_\_ Date \_\_\_\_\_

### APPROVALS

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

Approved by Project Manager (Parks Dept.) \_\_\_\_\_ Date \_\_\_\_\_

Approved by Director of Planning \_\_\_\_\_ Date \_\_\_\_\_

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

Approved by City Attorney (if Bond rider) \_\_\_\_\_ Date \_\_\_\_\_

\$

\$

DISTRIBUTION: Auditor (Contracts), Auditor (Prevailing Wage), Contract Administration, Parks and Recreation, City Engineering (PMO), DSBO, and Contractor.

[illegible]

## BASIS OF CHANGE

**A** Using Agency Request  
**C** Contractor Request  
**D** Design Consultant Request

**F** Field Condition  
**X-\_\_\_** other: \_\_\_\_\_  
**X-\_\_\_** other: \_\_\_\_\_

CERTIFICATE OF SUBSTANTIAL COMPLETION  
ON-CALL CONSTRUCTION WORK ORDER

Date: XXXXX  
Master Contract No. XXXXX  
Master Contract Name: XXXXX  
Contract No.: XXXXX

Work Order No.: XX  
Project Name: XXXXX

Contractor: XXXXX  
Address: XXXXX

Your Notification of Substantial Completion for the above referenced project was received on (DATE HERE). The project had been inspected, by the Project Manager, City Consultant and Operations Staff on (DATE HERE) and was determined to be substantially complete in accordance with General Contract Condition 1902 of the Standard Specifications for Construction, General Contract Conditions, 2011 edition.

Per General Contract Condition 1903, attached is the punch list of items to be repaired or replaced and assignment of responsibilities for security, maintenance, property insurance premiums, and damage to the work until Final Acceptance is issued by the City.

We are issuing this Certificate and establishing the Date of Substantial Completion as of (DATE HERE).

The project was completed within the contract time therefore no liquidated damages are due.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
City Project Manager

\_\_\_\_\_  
Director  
Parks – Planning, Design and Construction

cc. Auditor  
J. Barwick, Public Works  
Division of Small Business Opportunities  
Project Manager/File

PROJECT PUNCHLIST  
(Project Name Here)

**To be prepared by Project Manager.**

## CERTIFICATE OF FINAL ACCEPTANCE

**Contract Number:** CE **xxxxx**; OC **xxxxx** – Work Order No. x

**Project Name:** **xxxxx**

**Contractor:** **xxxxx**

**Address:** **xxxxx**

**Date:** **xxxxx**

Your notification for final inspection of the above referenced project was received on (DATE HERE). The project was inspected by the Project Manager, City Consultant and Operations Staff on (DATE HERE) and the Work was determined to be completed in accordance with the Contract. Therefore, in accordance with General Contract Condition 2002, Final Completion and Acceptance of the Work, of the Standard Specifications for Construction, General Contract Conditions, 2011 Edition, this Certificate of Final Acceptance is being issued, effective as of this date.

Before final settlement can proceed, all items listed in General Contract Condition 2003.2 must be submitted to the Project Manager. If you have not already done so, please submit them as soon as possible.

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Contractor

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City Project Manager

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Director  
Parks – Planning, Design and Construction

cc. Auditor  
J. Barwick, Public Works  
Division of Small Business Opportunities  
Project Manager/File

Date, 2014

Contractor:

Address:

RE: CERTIFICATE OF CONTRACT RELEASE

CONTRACT NO.: CEXXXXXXXXXX, Work Order No. XX

PROJECT NAME: XXXXXXXXXXXX (PROJECT ID XXXXX\_XXX)

### **Certificate of Contract Release**

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

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

---

Contractor's Signature

Date Signed

If there are any questions, please contact me by telephone at (720) 913-0616. Please return this document via facsimile at (720) 913-0783 and mail the original to the above address.

Sincerely,

Nikki VanRavenswaay  
Planning, Design, and Construction

cc: [Project Manager Name], Parks and Recreation  
PW Contract Administration  
Parks Contract Administration  
Auditor – Contracts  
Auditor – Prevailing Wage  
Division of Small Business Opportunity  
File



CITY AND COUNTY OF DENVER

### PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_,  
a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_,  
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 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
lawful money of the United States of America, for the payment of which sum, well and truly to be made,  
we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally,  
firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has entered into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete the construction of **CONTRACT NO. «CONTRACT\_NO» «PROJECT\_NAME»**, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

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

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

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

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, grease, coal, or any other supplies or materials used or consumed by said Contractor or its subcontractors in performance of the work contracted to be done, or fails to pay any person who supplies rental machinery, tools or equipment, all

amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the work, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;

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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
**Contractor**

By: \_\_\_\_\_  
**President**

\_\_\_\_\_  
**Surety**

By: \_\_\_\_\_  
**Attorney-In-Fact**

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

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

By: \_\_\_\_\_  
**Assistant City Attorney**

APPROVED FOR THE CITY AND COUNTY  
OF DENVER

By: \_\_\_\_\_  
**MAYOR**

By: \_\_\_\_\_  
**MANAGER OF PARKS & RECREATION**

**PERFORMANCE AND PAYMENT BOND  
SURETY AUTHORIZATION  
(SAMPLE)**

FAX NUMBER:

TELEPHONE NUMBER:

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

RE: (Company name)

Contract No: «Contract\_No»

Project Name: «Project\_Name»

Contract Amount:

Performance and Payment Bond No.:

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through

\_\_\_\_\_ insurance  
company, on \_\_\_\_\_, 20\_\_.

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

If you should have any additional questions or concerns, please don't hesitate to give me a call at  
\_\_\_\_\_.

Thank you.

Sincerely

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

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

(CITY PROJECT NAME)

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

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

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

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

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

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

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

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

Check Applicable Box:

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

☐ MBE ☐ WBE

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

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

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

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

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

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

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

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

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

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

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

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



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

Fax: 720.913.1803

Page of



Office of Economic Development  
Division of Small Business Opportunity Compliance Unit  
201 West Colfax Avenue, Dept. 907

Denver, CO 80202

Phone: 720-913-1999

Fax: 720.913-1803

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Exhibit B

**CITY AND COUNTY OF DENVER  
DIVISION OF SMALL BUSINESS OPPORTUNITY**

**CONSTRUCTION CONTRACT COMPLIANCE PLAN  
FOR M/WBE PARTICIPATION**

Richdell Construction, Inc  
On-Call Landscape Improvements and Irrigation Construction Services  
OC# 201417551

SECTION 1:	INTRODUCTION .....	1
SECTION 2:	KEY PERSONNEL .....	2
SECTION 3:	STRUCTURING BID PACKAGES FOR M/WBE PARTICIPATION .....	2
SECTION 4:	COMMUNITY OUTREACH EFFORTS AND ADVERTISING TO M/WBE CERTIFIED FIRMS: .....	4
SECTION 5:	M/WBE PARTICIPATION; MAINTAINING COMMITMENTS .....	5
SECTION 6:	COMPLIANCE DOCUMENTS AND REPORTING.....	6
SECTION 7:	PLAN ADMINISTRATION; MONITORING; CLOSEOUT.....	7
SECTION 8:	NON-COMPLIANCE; SANCTIONS; REMEDIATION PLAN.....	8
SECTION 9:	MEDIATION .....	9



**CITY AND COUNTY OF DENVER**  
**DIVISION OF SMALL BUSINESS OPPORTUNITY**  
**CONSTRUCTION CONTRACT COMPLIANCE PLAN**  
**FOR M/WBE PARTICIPATION**

Richdell Construction, Inc  
On-Call Landscape Improvements and Irrigation Construction Services  
OC # 201417541

**SECTION 1: INTRODUCTION**

- A. Richdell (the “Contractor”) submits this Compliance Plan to the Director of the Division of Small Business Opportunity (“Director”), as required by the Manager of Parks and Recreation, in accordance with §§ 28-51 to 28-83, D.R.M.C., and the implementing rules adopted by the Director (“Rules”).
- B. Under the City’s Ordinance No. 85, Series of 2014 (the “M/WBE Ordinance”), codified at §§ 28-51 to 28-83, D.R.M.C., the M/WBE participation goal for this contract is 11%. The good faith solicitation level is 100%
- C. The Contractor is committed to compliance with the M/WBE Ordinance in its performance of the Contract. The Contractor will continually pursue a level of M/WBE participation that equals or exceeds 11% of the total construction price under the Contract.
- D. Because of the delivery method used for this Project, the work was not ready for subcontracting at the time when the Contractor was awarded the Contract. Therefore this Compliance Plan provides for the M/WBE solicitation and subcontracting to be performed after contract formation. The process by which the Contractor will solicit, obtain, count and maintain participation by MBE and WBE firms for this Project under this Compliance Plan, will be same as the M/WBE Ordinance requires for “design-bid-build” construction contracts.
- E. This Compliance Plan describes how the Contractor will address the project goal at the point where the project work is sufficiently defined that the process of obtaining subcontractors and suppliers can begin, by committing to utilize MBE/WBEs for the Project work, using the good faith efforts as defined by the M/WBE Ordinance.
- F. The delivery method for this project under the Contract is On Call Construction Services.
- G. The Contractor will deliver the construction work in phases. [If the work will be delivered in phases, Section 3 below describes the Contractor’s plan to meet the project goal as it relates to such phases.]

## **SECTION 2: KEY PERSONNEL**

Scott Rich, 303-901-3443, srich@richdell.com, has been assigned as the Project Manager for this Contract. The Project Manager is responsible for the overall management of the Contractor's performance of the Project.

*[Identify the other key staff who will be responsible for carrying out the Compliance Plan, and for contract administration for subcontractors and suppliers, etc. The following are examples, to be tailored to the Contractor's situation:*

Scott Riddell, 303-901-3445, sriddell@richdell.com, *is the Project Coordinator , who reports to the Project Manager and is responsible for compliance with this Compliance Plan, outreach and coordination activities, and maintaining appropriate records to ensure that goals are met.*

Mary Skiff, 303-252-0809, mskigg@richdell.com, *is the Office Administrator, who will administer subcontracts and ensure that all documentation required by DSBO is prepared and maintained. Mary will coordinate the collection of DSBO documentation and monthly payroll reports from all subcontractors and suppliers, including but not limited to M/WBEs.*

## **SECTION 3: STRUCTURING BID PACKAGES FOR M/WBE PARTICIPATION**

- A. The Contractor has identified preliminarily the following separate packages of work to be subcontracted:

*[Display the information in chart form. Examples are provided below for your use.  
Customize the form so that it provides the information specific to your project.  
The total at bottom needs to be the contract total.*

*Showing subtotals along the way for completely different types of work is acceptable.*

***Force accounts and contingency fees may be deducted from the total goals are met upon.***

*The overall committed contract goal is the percentage stated on page 1. ]*

### GOALS SCHEDULE CHART

		Total Contract Scope Value		Estimated Potential MWBE Participation	
Workscope	Tier	Total Contract \$	Total Contract %	\$ of Listed Scope	% of Constr Services
Aggregates/Embankment	1	\$600,000	10%	100,000	16%
Rebar – Furnish & Install	1				
Fencing	1				
Waterproof Membrane	1				
Concrete Flatwork	1				
Health & Safety Management	1				
Perm Signage – Roadway	1				
Perm Signage – Structures	1				
Metal Guardrail	1				
Asphalt Pavement	2				
Concrete Pavement	2				
<b>Total – Potential MWBE Construction Services</b>					

GOALS SCHEDULE CHART				
AVAILABLE SUB-TRADE	APPROXIMATE DOLLAR AMOUNT	PERCENT-AGE OF TOTAL PROJECT	ASSIGNED MWBE GOAL PER SECTION	ANTICIPATED RESULTING MWBE PARTICIPATION
Earthwork/Site Demo				
Utilities				
Paving				
Landscape & Irrigation				
Concrete				
Masonry				
Metals				
Carpentry				
Thermal & Moisture				
Doors & Windows				
Finishes				
Specialties				
Mechanical				
Electrical				
<b>SUBTOTAL</b>				
Design				
Self-Performance				
<b>TOTAL</b>				

- B. These packages will be reviewed and refined as the work for the Contract is further defined and ready for the process of subcontracting. Specifically, prior to advertising any package of work for bids or proposals, the Contractor will review the work in detail, to determine the types of work that can be performed by M/WBE firms, with reference to the DSBO's database and directory of certified M/WBE firms, and will adjust its subcontracting packages to maximize opportunities for M/WBE participation in such subcontracting, within economically feasible packages.
- C. The Contractor has the following preliminary schedule for issuance of each bid package:
  - 1. Richdell receives bid package
  - 2. Identifies subcontractor that will be utilized
  - 3. Contact subs by email or phone call
  - 4. Review proposals and determine the M/WBE participation
  - 5. Submit bid to owner
  - 6. Award work order, sign contracts with subcontractors
- D. If required M/WBE's aren't met on a bid, proposals will not be sent to the owner. If change orders are requested and M/WBE can't be met, owner will notified and change order will be declined
- E. The contractor will not prequalify any of the subcontractors
- F. The Contractor may pursue different percentage goals for M/WBE participation in each separate package of work put out for bids, based on the types of work and availability of certified M/WBE firms. However, the Contractor is committed to the overall goal of 11% M/WBE participation in the total construction work amount.
- G. The Contractor may consider, in order to maximize M/WBE participation, subcontracting the following types of work which it might ordinarily self-perform: Landscape and Irrigation.

#### **SECTION 4: COMMUNITY OUTREACH EFFORTS AND ADVERTISING TO M/WBE CERTIFIED FIRMS:**

The Contractor will conduct the following outreach efforts:

- A. Contractor will use the City's M/WBE directory and encourage all non-M/WBE subcontractors to use the directory when soliciting any of their own subcontractors or suppliers for the project.
- B. If during outreach efforts, Contractor locates a firm which appears to be eligible for City M/WBE certification but is not so certified, Contractor will direct the firm to DSBO and encourage the firm to pursue certification if eligible.

- C. When it has work packages ready for subcontracting, the Contractor will solicit through all reasonable means. Acceptable contact modes for solicitation shall be letters, facsimile transmissions, telephone communication and e-mail. Solicitation must be made at least 10 calendar days before bid date or proposal submission.
- D. Requirement to demonstrate appropriate steps to follow up initial solicitation: Appropriate steps may be demonstrated by second contact attempts by letter, facsimile transmission, telephone communication or e-mail, if bidder/proposer failed to make contact on its first attempt.
- E. The contractor will contact subcontractors and material suppliers by email to solicit pricing. Contractor will check City & County of Denver's website for MWBE for subcontractors. Richdell Construction will contact our current subcontractors to see if they have any recommendations
- F. Contractor will review and evaluate Work Orders for scope of work. Contractor will contact subcontractors and material suppliers for proposals and will check The City & County of Denver M/WBE list for any changes or additions

## **SECTION 5: M/WBE PARTICIPATION; MAINTAINING COMMITMENTS**

- A. When issuing each work package for bid under the Contract, the Contractor will make a good faith effort to meet or exceed the goal percentage of M/WBE participation which it has identified for that package. The minimum level of these efforts is specified in § 28-62(b), D.R.M.C. and Rule VII(B). They may include, but will not be limited to, the outreach activities identified in Section 4 above.
- B. When requested by DSBO, the Contractor will submit bid packages to DSBO for review and comment When requested by DSBO, the Contractor will submit bid tabulation sheets to DSBO for review.
- C. The Contractor will report to DSBO the total M/WBE participation obtained for each bid package. No later than 5 days after issuing Notice to Proceed for such work, the Contractor will submit to DSBO, for each M/WBE subcontractor or supplier with whom it contracts, a Letter of Intent and other documentation, in accordance with Section \_ below.
- D. The Contractor will document its efforts to obtain M/WBE participation for each work package, and submit such documentation to DSBO upon request by DSBO at any time. The Contractor acknowledges that it may meet or exceed a percentage goal for M/WBE participation on one or more work packages, but fall short of meeting the participation goal for the total construction contract amount. Therefore the Contractor must be able to demonstrate its good faith effort, consistent with § 28-62(b), D.R.M.C., to obtain M/WBE participation for each bid package under the contract, except for bid packages which are subject to a “modified good faith effort” under § 28-75(c), D.R.M.C., in which

case the Contractor must be able to demonstrate its compliance with the requirements of § 28-75(c), D.R.M.C. Sections 28-62(b) and 28-75(c), D.R.M.C., are attached to this Compliance Plan as Attachment 1, for convenient reference.

- E. The M/WBE participation percentage will be calculated by dividing the total value of the M/WBE participation by the total contract amount for the project, including all change orders. The Contractor will count M/WBE participation according to the M/WBE Ordinance, including § 28-63, D.R.M.C., and Rule VII(C).
- F. As required by D.R.M.C. § 28-73, the Contractor shall immediately inform the DSBO in writing of any agreed-upon increase or decrease in the scope of work of the Contract, regardless of whether it has been reduced to writing at the time of notification. Any increase in the scope of work which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MBE or WBE under any subcontract, shall be contemporaneously submitted to the DSBO. Those changes to the scope of work that cannot be performed by existing project participants (the Contractor, subcontractors, suppliers, etc.) shall be subject to a goal for MBEs and WBEs equal to the original committed goal. The Contractor shall satisfy the goal for the changed scope of work by soliciting new MBEs or WBEs in accordance with § 28-60, D.R.M.C, and it must show each element of modified good faith that is stated in § 28-75(c), D.R.M.C. The Contractor shall provide to the Director the documentation described in § 28-75(c) with respect to the increased dollar value of the contract..
- G. The Contractor will comply with the provisions of § 28-75 as to the replacement of a WBE or MBE on the Project.
- H. The Contractor acknowledges that it has a continuing duty, under D.R.M.C. §§ 28-72, 28-73, and 28-75, to maintain, throughout the duration of the contract, compliance with the level of MBE and WBE participation committed to under any approved compliance plan, and that such commitment is a material condition of the Contract.

## **SECTION 6: COMPLIANCE DOCUMENTS AND REPORTING**

- A. The Contractor will submit the following documentation, properly completed and submitted monthly or when otherwise required by DSBO.
  - 1. Prime contractor background information form\*
  - 2. DSBO Schedule of Work form\*
  - 3. Subcontractor background information form for all subcontractors\*
  - 4. M/WBE Letters of Intent
  - 5. Monthly contractor's certification of payment forms (participation report)
  - 6. DSBO change order forms
  - 7. M/WBE final lien release forms
  - 8. B2G online payment verification

(\*due at NTP + 5 days; revisions as required)

- B. The Contractor will document its progress in seeking and obtaining M/WBE participation as required by DSBO. Records of the Contractor's efforts to solicit M/WBE subcontractor and supplier participation, will be maintained and reported monthly to DSBO, or as otherwise required, including:
1. Dates of solicitation
  2. Names, addresses and telephone numbers of all M/WBE firms contacted.
  3. Description of efforts make to contact M/WBE firms.
  4. Description of information provided to M/WBE firms.
  5. Description of the process and outcome.
  6. Advertisements soliciting bids from M/WBE firms in local community publications or construction industry related publications.
  7. Schedules of prebid meetings to inform M/WBE and non-M/WBE subcontractors and suppliers of opportunities to participate.
  8. Evidence that the Contractor provided M/WBE subcontractors and suppliers necessary access to and adequate time to review all project documents.
  9. All other documentation required to establish the Contractor's compliance with the good faith efforts required by City ordinance, specifically the items enumerated in subsections 28-62(b)(2) through 28-62(b)(10). D.R.M.C.

## **SECTION 7: PLAN ADMINISTRATION; MONITORING; CLOSEOUT**

- A. DSBO shall have prompt, full and complete access to all Contractor and subcontractor personnel, books and records required to monitor and assure performance of this Compliance Plan.
- B. The Contractor's personnel identified in Section 2 above, will be responsible for administering and monitoring the Contractor's performance of this Compliance Plan.
- C. Actual M/WBE participation will be calculated in accordance with the M/WBE Ordinance, including § 28-63, D.R.M.C., and applicable Rules. The Contractor will submit to DSBO a monthly tracking report demonstrating the M/WBE participation that has been achieved. .
- D. The following milestones for review and reconciliation of M/WBE participation will be observed during the contract: Proposal submission, Notice of Award, and Application for Final Payment.
- E. The Contractor acknowledges that the City may impose monetary penalties and/or withhold payment in the event of Contractor's non-compliance with the M/WBE Ordinance and this Compliance Plan.

- F. The Contractor will use the following methodology for final reconciliation of M/WBE participation performance achieved during the Contract term, measured against the established project goal. The Contractor will present copies of all signed DSBO Final Lien Release forms for MWBE firms utilized for participation on the Contract. DSBO will compare the Final Monthly Participation Report submitted by the Contractor to determine if the Final Lien Release dollar figures match what is contained within the Final Monthly Participation Report. Final Compliance shall be achieved when the Contractor establishes to the Director's satisfaction, that it has remitted payments to M/WBE firms utilized on the Project; that it utilized M/WBE firms in accordance with each such firm's Letter of Intent; and that the amount of payments to M/WBE firms equals or exceeds the assigned M/WBE goal for the total amount of the Contract. Failure to achieve final compliance may subject the Contractor to sanctions, in accordance with D.R.M.C, Section 28-77. As provided in such ordinance, sanctions may include, but are not limited to, assessment by the Director of a monetary penalty against the Contractor in an amount not more than 150% of the contract amount for each MBE or WBE involved. Any such monetary penalty leveled by the Director shall be withheld from the final payment due to the Contractor, and any amount that remains due and owing to the City may be collected pursuant to D.R.M.C., Section 28-77. The Contractor may seek review of any such determination by the Director to levy sanctions through the dispute resolution process set forth in the Construction Contract.

## **SECTION 8: NON-COMPLIANCE; SANCTIONS; REMEDIATION PLAN**

- A. At all times, DSBO shall monitor the Contractor's compliance with this Plan and the M/WBE Ordinance and Rules. The Contractor shall fully cooperate with DSBO's compliance monitoring and auditing efforts, including DSBO's investigation of any alleged or suspected non-compliance by the Contractor.
- B. If the Director has reason to believe that the Contractor is not in compliance with this Plan or with the M/WBE Ordinance, the Director shall give the Contractor written notice of non-compliance, citing the reasons why the Contractor is not in compliance, and giving the Contractor thirty (30) days in which to submit a remediation plan for the Director's review and acceptance. The remediation plan shall demonstrate how the Contractor will cure such non-compliance, and if such non-compliance consists of failure to obtain or maintain M/WBE participation at the committed level, that the Contractor's M/WBE participation level will again achieve the committed level, and that the Contractor will ultimately achieve the committed participation goal for the contract..
- C. The Contractor shall, within such thirty (30) day period, deliver to the Director a written remediation plan the Director's review and approval.
- D. The Director may issue a written determination of non-compliance and the sanction which the Director has elected to impose as a consequence:
- (1) If the Contractor does not respond within the time allowed; or



- (2) If the Contractor fails to submit a satisfactory remediation plan; or
  - (3) If a Contractor submits an acceptable remediation plan but thereafter fails to comply with the plan.
- E. The Contractor may contest a determination issued under Section 8(D), by requesting a hearing within 30 days after the date of such determination, as provided in § 28-33, D.R.M.C.

## **SECTION 9: MEDIATION**

The Contractor will provide a process to resolve disputes that occur between a MBE or WBE and any non-M/WBE subcontractors or suppliers under the Contract. The Contractor will document such disputes and inform DSBO of the steps the Contractor plans to take to resolve the dispute. The Contractor may ask DSBO to assist in the resolution process it has developed. The Contractor will document and notify DSBO if those disputes have been resolved and inform DSBO of any disputes it was unable to resolve. DSBO will notify the Contractor of any complaints received by DSBO from M/WBE firms regarding a dispute they are experiencing with either a subcontractor or the Contractor.

IN WITNESS WHEREOF, Contractor has executed and agrees to abide by the terms of this Compliance Plan as of the 5 day of September, 2014.

Contractor

By:Richdell Construction - Scott Riddell

## ATTACHMENT 1

### EXCERPTS FROM DENVER REVISED MUNICIPAL CODE

#### *Sections 28-62(b) and 28-75(c), D.R.M.C*

#### **Sec. 28-62. Same--Good faith efforts.**

(b) The statement of good faith efforts shall include a specific response and verification with respect to each of the following good faith effort categories, which may be further defined by rule or regulation. A bidder or proposer may include any additional information it believes may be relevant. Failure of a bidder or proposer to show good faith efforts as to any one (1) of the following categories shall render its overall good faith effort showing insufficient and its bid or proposal non-responsive:

- (1) If prebid or preselection meetings are scheduled by the city at which MBEs and WBEs may be informed of subcontracting or joint venture opportunities under a proposed contract to be bid, or procured pursuant to the competitive selection process, attendance at such prebid or preselection meetings is not mandatory; however, bidders and proposers are responsible for the information provided at these meetings.
- (2) The bidder or proposer must solicit through all reasonable and available means, the interest of all MBEs and WBEs certified in the scopes of work of the contract. The bidder or proposer must solicit the interest of such MBEs and WBEs within sufficient time, prior to the bid opening or date of final project-specific proposal in the case of a competitive selection process, to allow such MBEs and WBEs to respond to the solicitation. The bidder or proposer must determine with certainty if the MBEs and WBEs are interested by demonstrating appropriate steps to follow up initial solicitations.
- (3) The bidder or proposer must select portions of the work of the contract to be performed by MBEs and WBEs in order to increase the likelihood that the project goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE and WBE participation as subcontractors or joint venturers, and for bidder or proposer self-performed work, as suppliers, manufacturers, manufacturer's representatives and brokers, all reasonably consistent with industry practice, even when the bidder or proposer would otherwise prefer to perform these work items with its own forces. The bidder or proposer must identify what portions of the contract will be self-performed and what portions of the contract will be opened to solicitation of bids, proposals and quotes from MBE and WBEs. All portions of the contract not self-performed must be solicited for MBE and WBE participation. The ability or desire of a bidder or proposer to perform the work of a contract with its own forces does not relieve the bidder or proposer of the responsibility to meet the project goal or demonstrate good faith efforts to do so.
- (4) The bidder or proposer, consistent with industry practice, must provide MBEs and WBEs at a clearly stated location with timely, adequate access to and information about the plans, specifications, and requirements of the contract, including bonding and insurance requirements, if any, to assist them in responding to a solicitation.

- (5) The bidder or proposer must negotiate in good faith with interested MBEs and WBEs and provide written documentation of such negotiation with each such MBE or WBE.
- (6) For each MBE or WBE which contacted the bidder or proposer or which the bidder or proposer contacted or attempted to subcontract or joint venture with, consistent with industry practice, the bidder or proposer must supply a statement giving the reasons why the bidder or proposer and the MBE or WBE did not succeed in negotiating a subcontracting, supplier, manufacturer, manufacturer's representative, broker or joint venture agreement, as applicable.
- (7) The bidder or proposer must provide verification that it rejected each non-utilized MBE and WBE because the MBE or WBE did not submit the lowest bid or it was not qualified. Such verification shall include a verified statement of the amounts of all bids received from potential or utilized subcontractors, suppliers, manufacturers, manufacturer's representatives, brokers or joint venturers on the contract, whether or not they are MBEs or WBEs. In making such a determination of not being qualified, the bidder or proposer shall be guided by the definition of qualified in section 28-54(42), but evidence of lack of qualification must be based on factors other than solely the amount of the MBE's or WBE's bid. For each MBE or WBE found not to be qualified by the bidder or proposer, the verification shall include a statement giving the bidder's or proposer's reasons for its conclusion. A bidder's or proposer's industry standing or group memberships may not be the cause of rejection of an MBE or WBE. A bidder or proposer may not reject an MBE or WBE as being unqualified without sound reasons based on a reasonably thorough investigation and assessment of the MBE's or WBE's capabilities and expertise.
- (8) If requested by a solicited MBE or WBE, the bidder or proposer must make reasonable efforts to assist interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance as required by the city or by the bidder or proposer, provided that the bidder or proposer need not provide financial assistance toward this effort.
- (9) If requested by a solicited MBE or WBE, the bidder or proposer must make reasonable efforts to assist interested MBEs and WBEs in obtaining necessary and competitively priced equipment, supplies, materials, or related assistance or services for performance under the contract, provided that the bidder or proposer need not provide financial assistance toward this effort.
- (10) The bidder or proposer must use the DSBO MBE/WBE directories to identify, recruit, and place MBEs and WBEs.

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**Sec. 28-75. Potential violations during contract performance.**

(c) The following modified good faith requirements shall apply to sections 28-72 and 28-73. In the event that a contractor or consultant must add or replace an MBE or WBE subcontractor, subconsultant, joint venturer, supplier, manufacturer, manufacturer's representative or broker or in the event that a new scope of work is added to the ongoing contract, and the contractor or consultant in such event is in non-compliance with maintenance of the original project goal upon which the contract was awarded, due to failure to utilize additional MBEs or WBEs, the following modified good faith efforts must be completed. Failure of a contractor or consultant to show

good faith efforts as to any one (1) of the following categories shall render its overall good faith efforts showing insufficient; and its contract performance in non-compliance with this division 3.

- (1) Verification in writing to the DSBO of the contractor's or consultant's intention to terminate or replace an MBE or WBE originally identified for participation in the bid, proposal or competitive selection process proposal upon which the contract was awarded. The reason for the termination or replacement must be stated and the type of work or services must be identified.
- (2) Verification that the contractor or consultant used the most current MBE and WBE directory from the DSBO in order to contact MBEs and WBEs that are certified in the applicable area of work or supply at the time of the modified good faith effort.
- (3) Verification of efforts to contact appropriate MBEs and WBEs within the same identified subcontractor, subconsultant, joint venturer, supplier, manufacturer, manufacturer's representative or broker area must be documented. Facsimile transmission, e-mail and telephone communication will be acceptable. The director may verify such contacts as he deems appropriate.
- (4) Documentation of the modified good faith efforts must be submitted to the DSBO prior to the payment to the contractor or consultant of the next progress or other partial payment or fund release under the contract.

# Exhibit C



RICHCON-03

VERMAP2

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/7/2014

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

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

|                                                                                                                   |                                                             |                                      |
|-------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|--------------------------------------|
| <b>PRODUCER</b><br>Willis of Colorado, Inc.<br>c/o 26 Century Blvd<br>P.O. Box 305191<br>Nashville, TN 37230-5191 | <b>CONTACT NAME:</b>                                        |                                      |
|                                                                                                                   | <b>PHONE (A/C, No, Ext):</b> (877) 945-7378                 | <b>FAX (A/C, No):</b> (888) 467-2378 |
| <b>INSURED</b><br><br>Richdell Construction, Inc.<br>7001 Colorado Blvd.<br>Denver, CO 80022                      | <b>E-MAIL ADDRESS:</b>                                      |                                      |
|                                                                                                                   | <b>INSURER(S) AFFORDING COVERAGE</b>                        | <b>NAIC #</b>                        |
|                                                                                                                   | <b>INSURER A:</b> Bituminous Casualty Corporation           | 20095                                |
|                                                                                                                   | <b>INSURER B:</b> Pinnacol Assurance Company                | 41190                                |
|                                                                                                                   | <b>INSURER C:</b> Allianz Global Risks US Insurance Company | 35300                                |
|                                                                                                                   | <b>INSURER D:</b>                                           |                                      |
|                                                                                                                   | <b>INSURER E:</b>                                           |                                      |
|                                                                                                                   | <b>INSURER F:</b>                                           |                                      |

**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 INSD      | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                         |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: | X              |          | CLP 3 605 545 | 7/1/2014                | 7/1/2015                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                                                                               |                |          | CAP 3 606 544 | 7/1/2014                | 7/1/2015                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                                        |                |          | CUP 2 806 283 | 7/1/2014                | 7/1/2015                | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$ 3,000,000<br>\$                                                                                                                                                                                   |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                  | Y / N<br>N / A | X        | 4082596       | 7/1/2014                | 7/1/2015                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                      |
| C        | <b>Equipment Floater</b>                                                                                                                                                                                                                                                                                                                                       |                |          | MZI98474999   | 7/1/2014                | 7/1/2015                | See Attached                                                                                                                                                                                                                                   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE VOIDS AND REPLACES PREVIOUSLY ISSUED CERT W475600 DATED: 7/7/2014


All coverage terms, conditions, and exclusions of the policy apply. This certificate of insurance represents coverage currently in effect and may or may not be in compliance with any written contract.

Re: Contractors License

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured.

SEE ATTACHED ACORD 101

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                                                                  |                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City & County of Denver<br>Contractors' License<br>201 W. Colfax Ave., 2nd Floor, Dept # 205<br>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<br>                                              |

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## ADDITIONAL REMARKS SCHEDULE

|                                           |                             |                                                     |  |
|-------------------------------------------|-----------------------------|-----------------------------------------------------|--|
| AGENCY<br><b>Willis of Colorado, Inc.</b> |                             | NAMED INSURED<br><b>Richdell Construction, Inc.</b> |  |
| POLICY NUMBER<br><b>SEE PAGE 1</b>        |                             | 7001 Colorado Blvd.<br>Denver, CO 80022             |  |
| CARRIER<br><b>SEE PAGE 1</b>              | NAIC CODE<br><b>SEE P 1</b> | EFFECTIVE DATE: <b>SEE PAGE 1</b>                   |  |

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Description of Operations/Locations/Vehicles:

The General Liability coverage is Primary per the policy terms & conditions only if required by written contract.

The Workers' Compensation policy includes a Waiver of Subrogation in favor of the Additional Insureds only if required by written contract and as permitted by law

## ADDITIONAL COVERAGE SCHEDULE

| COVERAGE                                                                                                                                                                        | LIMITS                                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| <b>POLICY TYPE: Equipment Floater</b><br><b>CARRIER: Allianz Global risk US Insurance Company</b><br><b>POLICY TERM: 7/1/2014-7/1/2015</b><br><b>POLICY NUMBER: MZI98474999</b> | <b>Scheduled Equipment - On File with Company</b><br><b>Leased/Rented Equipment - \$287,500</b><br><b>Installation - \$100,000</b> |



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LAND IMPROVEMENT CONTRACTORS  
EXTENDED LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

It is agreed that the provisions listed below apply only upon the entry of an ☒ in the box next to the caption of such provision.

- |                                                                                                                  |                                                                                                                                                           |
|------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| A. <input checked="" type="checkbox"/> Partnership and Joint Venture Extension                                   | M. <input checked="" type="checkbox"/> Construction Project General Aggregate Limits                                                                      |
| B. <input checked="" type="checkbox"/> Contractors Automatic Additional Insured Coverage – Ongoing Operations    | N. <input checked="" type="checkbox"/> Fellow Employee Coverage                                                                                           |
| C. <input checked="" type="checkbox"/> Automatic Waiver of Subrogation                                           | O. <input checked="" type="checkbox"/> Property Damage to the Named Insured's Work                                                                        |
| D. <input checked="" type="checkbox"/> Extended Notice of Cancellation, Nonrenewal                               | P. <input checked="" type="checkbox"/> Care, Custody or Control                                                                                           |
| E. <input checked="" type="checkbox"/> Unintentional Failure to Disclose Hazards                                 | Q. <input checked="" type="checkbox"/> Electronic Data Liability Coverage                                                                                 |
| F. <input checked="" type="checkbox"/> Broadened Mobile Equipment                                                | R. <input checked="" type="checkbox"/> Consolidated Insurance Program Residual Liability Coverage                                                         |
| G. <input checked="" type="checkbox"/> Personal and Advertising Injury - Contractual Coverage                    | S. <input checked="" type="checkbox"/> Automatic Additional Insureds – Managers or Lessors of Premises                                                    |
| H. <input checked="" type="checkbox"/> Nonemployment Discrimination                                              | T. <input checked="" type="checkbox"/> Automatic Additional Insureds – State or Governmental Agency or Political Subdivisions – Permits or Authorizations |
| I. <input checked="" type="checkbox"/> Liquor Liability                                                          | U. <input checked="" type="checkbox"/> Contractors Automatic Additional Insured Coverage – Completed Operations                                           |
| J. <input checked="" type="checkbox"/> Broadened Conditions                                                      | V. <input checked="" type="checkbox"/> Additional Insured – Engineers, Architects or Surveyors                                                            |
| K. <input checked="" type="checkbox"/> Automatic Additional Insureds – Equipment Leases                          |                                                                                                                                                           |
| L. <input checked="" type="checkbox"/> Insured Contract Extension - Railroad Property and Construction Contracts |                                                                                                                                                           |

**A. PARTNERSHIP AND JOINT VENTURE EXTENSION**

The following provision is added to **SECTION II - WHO IS AN INSURED**:

The last full paragraph which reads as follows:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations is deleted and replaced with the following:

With respect to the conduct of any past or present joint venture or partnership not shown as a Named Insured in the Declarations and of which you are or were a partner or member, you are an insured, but only with respect to liability arising out of "your work" on behalf of any partnership or joint venture not shown as a Named Insured in the Declarations, provided no other similar liability insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

## **B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS**

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

## **C. AUTOMATIC WAIVER OF SUBROGATION**

Item **8.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

### **8. Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.**

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

## **D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL**

Item **A.2.b.** of the **COMMON POLICY CONDITIONS**, is deleted and replaced with the following:

**A.2.b.** 60 days before the effective date of the cancellation if we cancel for any other reason.

Item **9.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

### **9. WHEN WE DO NOT RENEW**

- a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.
- b. If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty(60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one time sixty day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9. a.** above.

#### **E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **F. BROADENED MOBILE EQUIPMENT**

Item **12.b.** of **SECTION V - DEFINITIONS**, is deleted and replaced with the following:

**12.b.** Vehicles maintained for use solely on or next to premises, sites or locations you own, rent or occupy.

#### **G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE**

**Exclusion 2.e.** of **SECTION I, COVERAGE B** is deleted.

#### **H. NONEMPLOYMENT DISCRIMINATION**

Unless "personal and advertising injury" is excluded from this policy:

Item **14.** of **SECTION V - DEFINITIONS**, is amended to include:

"Personal and advertising injury" also means embarrassment or humiliation, mental or emotional distress, physical illness, physical impairment, loss of earning capacity or monetary loss, which is caused by "discrimination."

**SECTION V - DEFINITIONS**, is amended to include:

"Discrimination" means the unlawful treatment of individuals based on race, color, ethnic origin, age, gender or religion.

Item **2. Exclusions** of **SECTION I, COVERAGE B**, is amended to include:

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

"Personal and advertising injury" arising out of "discrimination" by or at your, your agents or your "employees" direction or with your, your agents or your "employees" knowledge or consent;

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging or premises by or at the direction of any insured; or

Fines, penalties, specific performance or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of "discrimination."

## **I. LIQUOR LIABILITY**

**Exclusion 2.c.** of **SECTION I, COVERAGE A**, is deleted.

## **J. BROADENED CONDITIONS**

Items **2.a.** and **2.b.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, are deleted and replaced with the following:

### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:**

- a.** You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. Notice should include:
  - (1)** How, when and where the "occurrence" or offense took place;
  - (2)** The names and addresses of any injured persons and witnesses; and
  - (3)** The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b.** If a claim is made or "suit" is brought against any insured, you must:
  - (1)** Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and
  - (2)** Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

Item **2.e.** is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- 2.e.** If you report an "occurrence" to your workers compensation insurer which develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such "occurrence" to us at the time of "occurrence" shall not be deemed in violation of paragraphs **2.a.**, **2.b.**, and **2.c.** However, you shall give written notice of this "occurrence" to us as soon as you are made aware of the fact that this "occurrence" may be a liability claim rather than a workers compensation claim.

## **K. AUTOMATIC ADDITIONAL INSURED - EQUIPMENT LEASES**

**SECTION II - WHO IS AN INSURED** is amended to include any person or organization with whom you agree in a written equipment lease or rental agreement to name as an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, at least in part, by your maintenance, operation, or use by you of the equipment leased to you by such person or organization, subject to the following additional exclusions.

The insurance provided to the additional insured does not apply to:

- 1.** "Bodily injury" or "property damage" occurring after you cease leasing the equipment.
- 2.** "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.
- 3.** "Property damage" to:
  - a.** Property owned, used or occupied by or rented to the additional insured; or
  - b.** Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

#### **L. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS**

Item **9.** of **SECTION V - DEFINITIONS**, is deleted and replaced with the following.

**9.** "Insured Contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b.** A sidetrack agreement;
  - c.** Any easement or license agreement;
  - d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e.** An elevator maintenance agreement;
  - f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph **f.** does not include that part of any contract or agreement:

**(1)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

**(2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

#### **M. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS**

This modifies **SECTION III - LIMITS OF INSURANCE**.

- A.** For all sums which can be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**:

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits."
  3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
  4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.
- B.** For all sums which cannot be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**:
1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C.** Payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D.** If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to be applicable.

#### **N. FELLOW EMPLOYEE COVERAGE**

**Exclusion 2.e. Employers Liability** of **SECTION I, COVERAGE A**, is deleted and replaced with the following:

**2.e.** "Bodily injury" to

(1) An "employee" of the insured arising out of and in the course of:

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) Liability arising from any action or omission of a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business.

Item **2.a. (1)(a)** of **SECTION II - WHO IS AN INSURED**, is deleted and replaced with the following:

- 2.a. (1)(a)** To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company), or to your "volunteer workers" while performing duties related to the conduct of your business.

#### **O. PROPERTY DAMAGE TO THE NAMED INSURED'S WORK**

**Exclusion I** of **SECTION I, COVERAGE A.** is deleted and replaced with the following:

##### **I. Damage to Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products completed operation hazard."

This exclusion applies only to that portion of any loss in excess of \$50,000 per occurrence if the damaged work and the work out of which the damage arises was performed by you.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

#### **P. CARE, CUSTODY OR CONTROL**

**Exclusion 2.j.4** of **SECTION I, COVERAGE A.** is deleted and replaced with the following:

- 2.j.4** Personal property in the care, custody or control of the insured. However, for personal property in the care, custody or control of you or your "employees," this exclusion applies only to that portion of any loss in excess of \$25,000 per occurrence, subject to the following terms and conditions:

- (a) The most that we will pay under this provision as an annual aggregate is \$100,000, regardless of the number of occurrences.
- (b) This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.
- (c) The aggregate limit for this coverage provision is part of the General Aggregate Limit and **SECTION III - LIMITS OF INSURANCE** is changed accordingly.
- (d) In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.

- (e) \$2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

#### **Q. ELECTRONIC DATA LIABILITY COVERAGE**

1. **Exclusion 2.p. Electronic Data of SECTION I, COVERAGE A,** is deleted and replaced with the following:
  - 2.p. Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.
2. The following definition is added to **SECTION V – DEFINITIONS**:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
3. For the purposes of this coverage, the definition of "property damage" in **SECTION V – DEFINITIONS** is replaced by the following:

"Property damage" means:

  - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
  - c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

#### **R. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE**

With respect to "bodily injury", "property damage", or "personal and advertising injury" arising out of your ongoing operations; or operations included within the "products-completed operations hazard", the policy to which this coverage is attached shall apply as excess insurance over coverage available to "you" under a Consolidated Insurance Program (such as an Owner Controlled Insurance Program or Contractors Controlled Insurance Program).

Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a "residential project" or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to **Section V – Definitions**



"Residential project" means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A "residential project" does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

#### **S. AUTOMATIC ADDITIONAL INSURED - MANAGERS OR LESSORS OR PREMISES**

##### **SECTION II – WHO IS AN INSURED is amended to include:**

Any person or organization with whom you agree in a written contract or written agreement to name as an additional insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises, designated in the written contract or written agreement, that is leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured listed in the written contract or written agreement.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

#### **T. AUTOMATIC ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISIONS – PERMITS OR AUTHORIZATIONS**

**SECTION II – WHO IS AN INSURED** is amended to include any state or governmental agency or subdivision or political subdivision with whom you are required by written contract, ordinance, law or building code to name as an additional insured subject to the following provisions:

This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
2. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

#### **U. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS**

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for that additional insured and included in the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

#### **V. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS**

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any architect, engineer or surveyor who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations performed by you or on your behalf.

This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

**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-201417550-00  
**Contractor Name:** RICHDELL CONSTRUCTION

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

Name: Scott R. Idell  
(please print)

Title: President  
(please print)

**ATTEST: [if required]**

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

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

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

