

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and the **COMMUNITY COLLEGE OF DENVER FOUNDATION**, a Colorado nonprofit corporation, whose address is Campus Box 250, P.O. Box 173363, Denver, Colorado 80217 (the “Consultant”), jointly “the parties”.

The parties agree as follows:

1. COORDINATION AND LIAISON: The Consultant shall fully coordinate all services under the Agreement with the Executive Director of the Mayor’s Office of National Western Center (“Executive Director”) or, the Executive Director’s Designee.

2. SERVICES TO BE PERFORMED:

a. As the Executive Director directs, the Consultant shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A**, the Scope of Work, to the City’s satisfaction.

b. The Consultant is ready, willing, and able to provide the services required by this Agreement.

c. The Consultant shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

3. TERM: The Agreement will commence on September 4, 2018 and will expire on September 3, 2024 (the “Term”). Subject to the Executive Director’s prior written authorization, the Consultant shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

4. COMPENSATION AND PAYMENT:

a. Fee: The City shall pay and the Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement the amount of **FIVE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$550,000.00)** for fees. Amounts billed may not exceed the amounts set forth in **Exhibit A**.

b. Reimbursable Expenses: There are no reimbursable expenses permitted under this agreement.

c. **Invoicing:** Consultant shall provide the City with an annual invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **FIVE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$550,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Consultant's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. **STATUS OF CONSULTANT:** The Consultant is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Consultant nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. **TERMINATION:**

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Consultant. However, nothing gives the Consultant the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Consultant or any of its officers or employees are convicted, plead *nolo*

contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Consultant's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of the Agreement, with or without cause, the Consultant shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Consultant's possession, custody, or control by whatever method the City deems expedient. The Consultant shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Consultant shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

7. **EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of the Consultant, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

8. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Consultant. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. **INSURANCE:**

a. **General Conditions:** Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in

force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-”VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the 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 Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant 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 Consultant. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. Proof of Insurance: Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City’s contract number be referenced on the Certificate. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant’s breach of this Agreement or of any of the City’s rights or remedies under this Agreement. The City’s Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

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

d. **Waiver of Subrogation:** For all coverages required under this Agreement, Consultant's insurer shall waive subrogation rights against the City.

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

f. **Workers' Compensation/Employer's Liability Insurance:** Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Consultant executes this Agreement.

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

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

i. Additional Provisions:

(i) For Commercial General Liability, the policy must provide the following:

(a) That this Agreement is an Insured Contract under the policy;

(b) Defense costs are outside the limits of liability;

(c) A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and

(d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(ii) For claims-made coverage:

(a) 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.

(b) Consultant 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 Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

10. DEFENSE AND INDEMNIFICATION

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

b. Consultant's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Consultant's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

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

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

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

11. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Consultant shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

12. ASSIGNMENT; SUBCONTRACTING: The Consultant shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Consultant shall remain responsible to the

City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

13. INUREMENT: The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

14. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Consultant receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

15. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Consultant lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

16. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

17. CONFLICT OF INTEREST:

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

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

if it determines a conflict exists, after it has given the Consultant written notice describing the conflict.

18. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Consultant at the address first above written, and if to the City at:

Executive Director of the Mayor's Office of the National Western Center
201 West Colfax, Department 205
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

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

19. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

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

b. The Consultant certifies that:

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

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

c. The Consultant also agrees and represents that:

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

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

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

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

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

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

d. The Consultant is liable for any violations as provided in the Certification Ordinance. If Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance

may also, at the discretion of the City, constitute grounds for disqualifying Consultant from submitting bids or proposals for future contracts with the City.

20. DISPUTES: All disputes between the City and Consultant arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

21. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

22. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, the Consultant may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Consultant shall insert the foregoing provision in all subcontracts.

23. COMPLIANCE WITH ALL LAWS: Consultant shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

24. LEGAL AUTHORITY: Consultant represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Consultant represents and warrants that he has been fully authorized by Consultant to execute the Agreement on behalf of Consultant and to validly and legally bind Consultant to all the terms, performances and provisions of the Agreement. The City shall have the right, in its

sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Consultant or the person signing the Agreement to enter into the Agreement.

25. NO CONSTRUCTION AGAINST DRAFTING PARTY: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

26. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

27. INTELLECTUAL PROPERTY RIGHTS: The City and Consultant intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Consultant and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Consultant shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Consultant (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

28. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Consultant’s obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

29. ADVERTISING AND PUBLIC DISCLOSURE: The Consultant shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Consultant's advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Consultant shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

30. CONFIDENTIAL INFORMATION:

a. City Information: Consultant acknowledges and accepts that, in performance of all work under the terms of this Agreement, Consultant may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Consultant agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Consultant shall be held in confidence and used only in the performance of its obligations under this Agreement. Consultant shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent consultant would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

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

32. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the

terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

33. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: Consultant shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

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

[SIGNATURE PAGES FOLLOW]

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: PWADM-201844333-00

Contractor Name: Community College of Denver Foundation

By: W. H. J. Clasby

Name: DWIGHT J. CLASBY
(please print)

Title: EXECUTIVE DIRECTOR
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A

NWC WORKNOW CONTRACT

SCOPE OF SERVICES

The **City and County of Denver** on behalf of the National Western Center (NWC) and its partners (Colorado State University and the Western Stock Show Association) will contribute \$550,000 to the **Community College of Denver Foundation (Consultant)** on behalf of WORKNOW over the course of six years to support outreach efforts to targeted areas and populations (see **Exhibit A**).

SCOPE OF WORK:

WORKNOW will, in their best effort, provide to NWC (a Project Partner):

1. Delivery of project partner services including, but not limited to minimum of 15 outreach services per year, monthly career navigation and worker support services, administrative oversight associated with operations and coordination of WORKNOW, etc. WORKNOW will also provide NWC with a marketing plan for outreach annually.
2. Minimum of 9 trainings and/or courses options per year to provide workers with advanced skillsets to meet anticipated vertical building trade needs including carpenters, electricians, and HVAC technicians (see **Exhibit B to Scope of Services**). WORKNOW will coordinate with training partners to deliver training aligned to project needs in three categories—pre-skill/pre-employment, (minimum of two options to be approved by NWC) pre-journey worker, (minimum of three options to be approved by NWC) and journey level upgrade (minimum of four options to be approved by NWC).
3. Hiring of a bilingual employee for their WORKNOW Team to liaison a minimum of 6 hours monthly with NWC and support outreach (Navigator will perform a minimum of 12 site visits) and communications as needed to increase access to WORKNOW. NWC Employee will also interview, observe, and document worker experiences and provide reporting to the NWC team as will be mutually developed and agreed.
4. An annual performance report showing outcomes of the above deliverables and metrics, including but not limited to the following:
 - a. Monthly reporting on number of people utilizing WORKNOW in targeted areas and from targeted populations
 - b. Support services allocated to individuals residing in targeted area
 - c. Service delivery or locations within targeted areas
 - d. Number of participants placed on NWC; and of these, those who had contact with NWC Team
 - e. Number of training completions by individuals across three training categories
 - f. Wage growth for WORKNOW individuals hired at NWC
 - g. Position growth for WORKNOW individuals hired at NWC
5. WORKNOW agrees to coordinate all services with NWC team and contract providers and to revise training and outreach strategies as applicable as identified through coordination meetings

6. All metrics aforementioned may be subject to change(s) by NWC. If changes are made, NWC will provide at minimum one month notification and discussion with WORKNOW.

FUNDING SOURCES:

National Western Center: \$550,000

Distribution of non-reimbursable funds for WORKNOW direct and support services to NWC over 6 years:

Line Item	2018	2019	2020	2021	2022	2023	TOTAL
Project Partner Services (including marketing and communications)	\$15K	\$115K	\$80K	\$50K	\$20K	\$20K	\$300K
Trainings	\$0	\$75K	\$50K	\$50K	\$20K	\$5K	\$200K
Bilingual Staff	\$5K	\$10K	\$10K	\$10K	\$10K	\$5K	\$50K
TOTAL	\$20K	\$200K	\$140K	\$110K	\$50K	\$30K	\$550K

EXHIBIT A to Scope of Services

A. Target Populations and Area

City and County of Denver, Office of Economic Development, Map dated January 2018, titled “Workforce Focused Outreach Areas” (and as may be amended periodically).

Targeted Areas. “Targeted Areas” are economically disadvantaged areas of the City identified by zip code on the map attached.

Targeted Populations. “Targeted Populations” are:

- Veterans - A “Veteran” is any person who has served in the active military, naval or air service.
- Formerly Incarcerated Individuals – A “Formerly Incarcerated Individual” is anyone incarcerated for any amount of time because of a felony conviction. This population is also known and referred to as “persons formerly associated with the criminal justice system.”

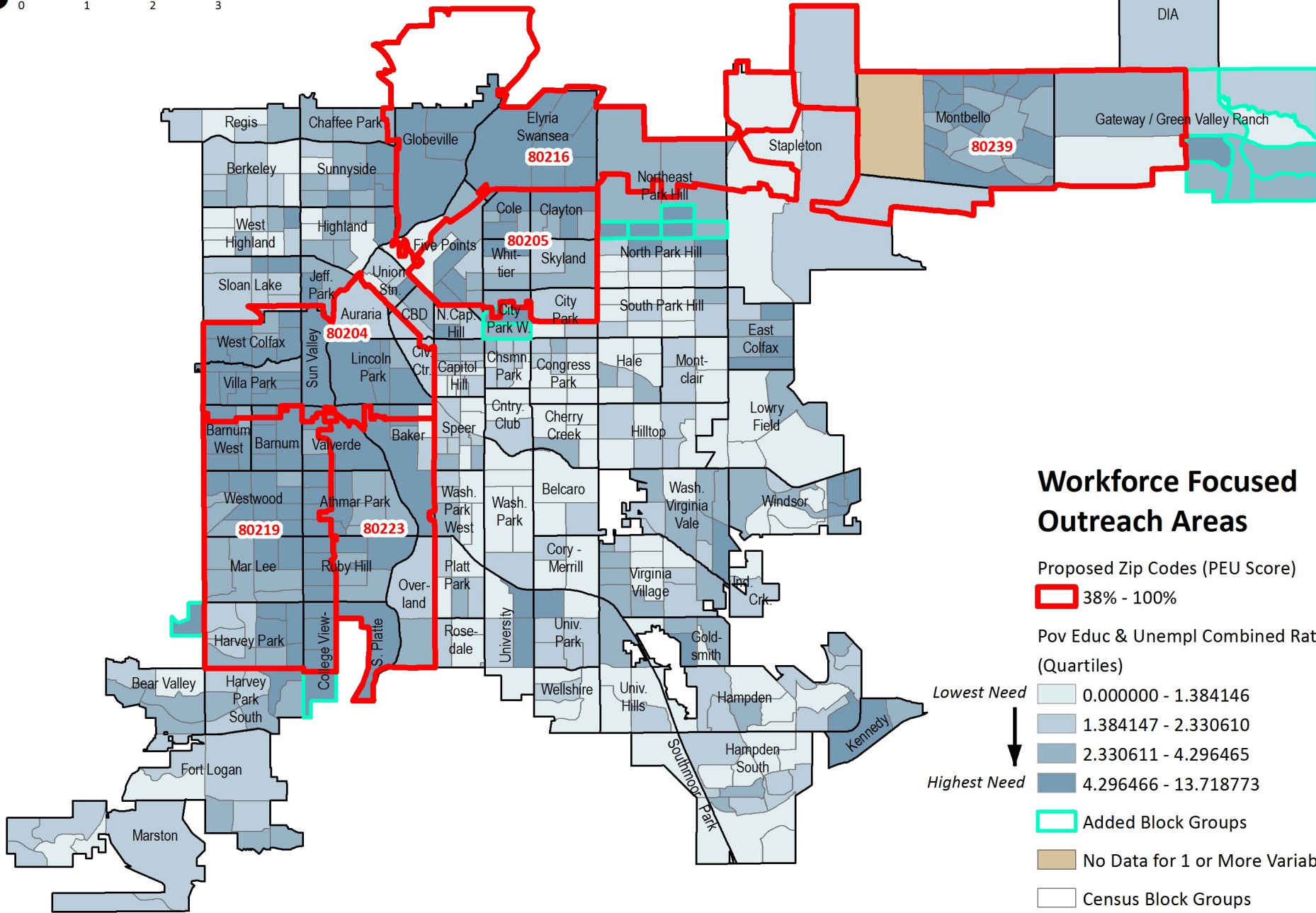
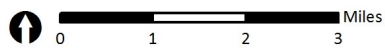
EXHIBIT B

- A.** City and County of Denver, Office of Human Resources, Prevailing Wage Clarification Document dated May 2018, section entitled “Building Wages” (and as may be amended periodically).

Scope of Services

Exhibit A – Target Populations and Area

Source: American Community Survey 2011-2015 5-Year Survey;
 Denver Office of Economic Development Calculations
 Map Date: January 2018

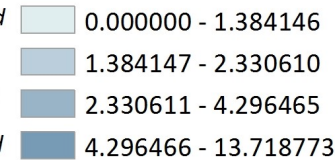


Workforce Focused Outreach Areas

Proposed Zip Codes (PEU Score)

 38% - 100%

Pov Educ & Unempl Combined Ratio (Quartiles)



 Added Block Groups

No Data for 1 or More Variables

Census Block Groups

Neighborhood Boundaries

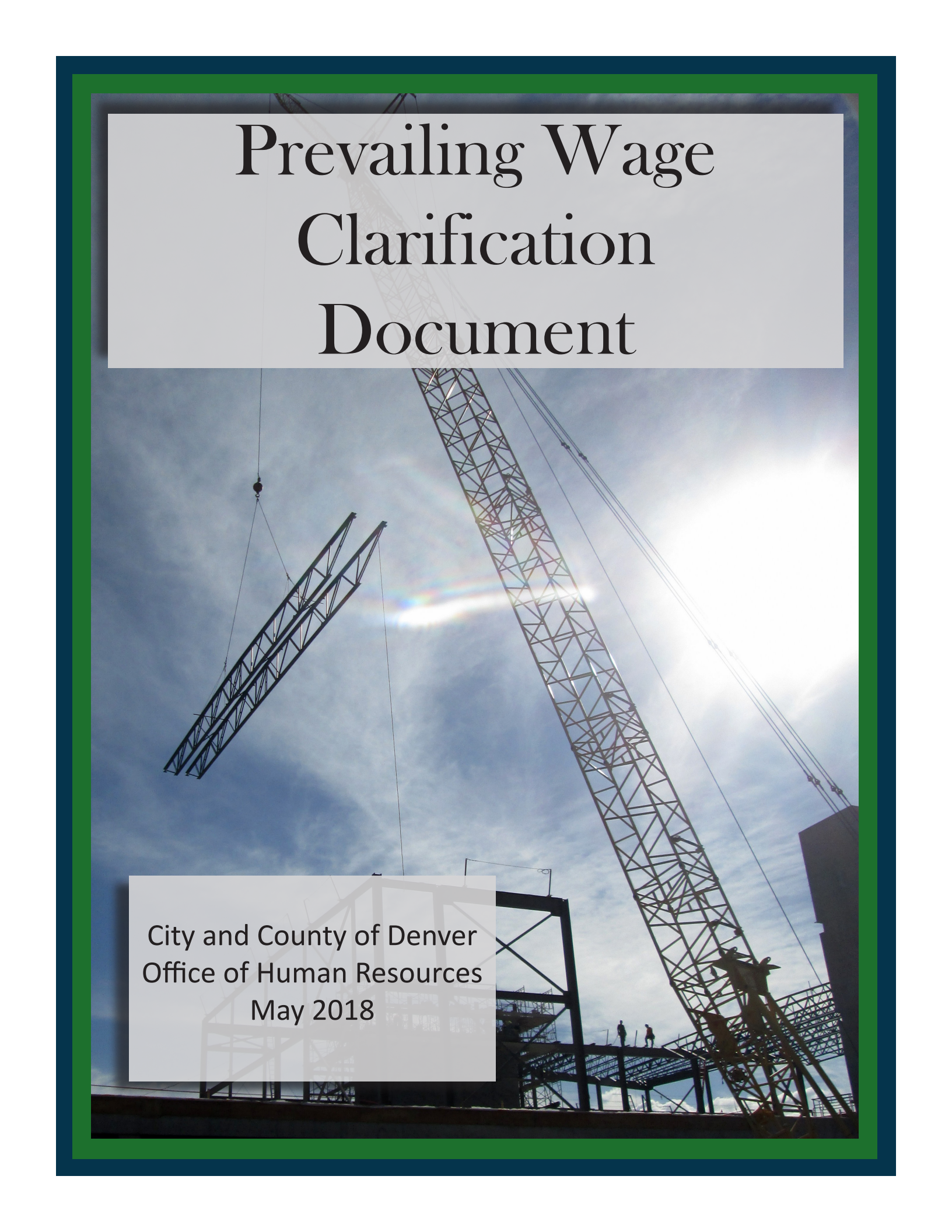
Scope of Services

Exhibit B

City & County of Denver Prevailing Wage Clarification Document – Building Wages

Dated May 2018

Office of Human Resources

A photograph of a construction site. A large lattice boom crane is lifting a long steel beam. The sky is blue with white clouds and a rainbow is visible. The sun is bright, creating a lens flare. In the background, the steel framework of a building is visible.

Prevailing Wage Clarification Document

City and County of Denver
Office of Human Resources
May 2018

Building Wages

Building Wage Classifications Clarifications

1. **Asbestos Workers/Heat and Frost Insulators – Mechanical**
 - a. Install duct, pipe and mechanical system insulation
 - b. Install all insulating materials, protective coverings, coatings and finishing to all types of mechanical systems
 - c. Install fire sealant (not Painters)
 - d. Abatement of asbestos or hazardous materials inside or outside of a building belongs to Heavy Wage Classification: Laborers (Removal of Asbestos)
2. **Bricklayers**
 - a. Lay glass blocks (not Glaziers)
 - b. Install exterior granite
3. **Carpenters – Acoustical Ceiling**
 - a. Only install acoustical ceiling
 - b. Laborers do not install acoustical ceiling or assist in the installation
4. **Carpenters – Drywall Hanging**
 - a. Only hangs drywall
 - b. Laborers do not hang drywall or do not assist hanging drywall
5. **Carpenters – Excludes (Formerly known as “Carpenter – All Other”)**
 - a. Excludes acoustical ceiling installation, drywall hanging, and metal stud installation
 - b. Install solid doors and frames (Glaziers install glass doors)
 - c. Install wood studs
 - d. Install of cubicle workstations (including hookups) and assembly of modular furniture
 - e. Install standard garage doors
 - f. Install roll-up security doors
 - g. Install partial wall panel installation (Structural Ironworkers install tracks for panels)
 - h. Install bleacher seating and theater seating
 - i. Install gym equipment such as basketball backstops, speedbags, and lockers (regardless of the material)
 - j. Install batt insulation and blown-in insulation
 - k. Install and hang framed art work, framed mirrors, and wall-attached headboards
 - l. Install all toilet partitions (including plastic and Formica covered), handicap rails, and other metal pieces inside restrooms
 - m. Install keys and lock sets for doors
 - n. Install raised floors (computer or access floors)
 - o. Install and lay hardwood floors as well as initial sanding for prep and finishing
 - p. Holiday Decorations:
 - i. Install and hang holiday decorations
 - ii. Common Laborers remove or take down holiday decorations
 - q. Move and relocate of airline kiosks
 - r. Install rotary files and shelves

- s. Install all hollow metal door, frames, associated hardware, and bondo work (without glass)
- t. Install fiberglass or composite decking
- u. Install fiberglass reinforced paneling over drywall
- v. Install of rigid foam foundation insulation that is used under concrete or in walls
- w. Install animal care equipment - cages, kennels
- x. Jails and Detention Centers
 - i. Install bolt-in installations
 - ii. Install jail doors
 - iii. Install doors, frames, and cell fronts
 - iv. Install detention benches and steel bunk beds
 - v. Iron Workers Structural install any welding
- y. Install pre-stress concrete and tilt up concrete walls
- z. Erect scaffolding for multiple crafts
 - i. Brick Finishers/Tenders and Plasterer Tenders erect trade specific scaffolding
 - ii. Common Laborers may dismantle or tear down scaffolding
- aa. Install all millwork and wooden trim
- bb. Install countertops, except Sheet Metal Workers install stainless steel countertops and Tile Setters install stone countertops
- cc. Place void spacers between the bottom dirt/gravel layer and the cement layer in a building
- dd. Set forms for buildings (Common Laborers may strip or remove forms)
- ee. Install wood backing and blocking between the studs
- ff. Perform layout for framing and forming, laborers do not assist (Each trade lays out their own work)
- gg. Install nail fin windows
- hh. Repair elevator cabinet repairs, including fixing scratches and dents on wood
- ii. Perform fire stopping
- jj. Install wooden bolt or screwed in handrails
- kk. Install dock doors and roll-up security doors
- ll. Install mount bracket and security cameras when the electrical source is already provided.
- mm. Install expansion joints

6. Carpenters – Metal Stud Installation

- a. Excludes wood stud installation
- b. Laborers do not install metal or wood stud or assist in the installation

7. Cement Masons/Concrete Finishers

- a. Perform finishing of concrete
- b. Repair finished concrete
- c. Carve, sculpt, or sandblast designs into existing concrete columns, structures, or sidewalks
- d. Patch and fill concrete popcorn
- e. Inject epoxy into broken concrete to increase stability of the concrete

- f. Pull screed bar (Screed is a tool used to strike off or level the surface of concrete to a specific grade)
- g. Perform chipping and/or grinding concrete around floor drains to help meet tolerances required by floor installers

8. Drywall Finisher/Tapers

- a. Finish fire-stopping
- b. Use a “Banjo” and Taping Knife to finish drywall
- c. Use an Ames Bazooka (or similar) to finish drywall

9. Electricians

- a. Install low voltage, teledata (phone systems wiring, computer systems wiring), fiber optic wiring
- b. Comcast:
 - i. Installation of the outside internet and subscriber network under the Comcast franchise agreement is not subject to prevailing wage
 - ii. Work performed inside the building is subject to prevailing wage and enforced at Electrician rates
- c. Install fire alarms, security systems, telephone conduit and trays, computers, and temperature controls
- d. Install smoke guard systems
 - i. In elevator shafts, Electricians rates apply because work related to smoke alarm system (not Elevator Mechanics)
 - ii. Elevator Mechanics perform all work in elevators cabs, including smoke guard systems
- e. Install lightning rods and other similar protection
- f. Install support systems under Photovoltaic (solar) panels (not Iron Workers)
- g. Install, replace, or retrofit light bulbs, ballasts, or any other electrical work involving signs
- h. Install or replace batteries for Uninterrupted Battery Supply systems
 - i. Remove and dispose of dead or used batteries (if they are to be recycled)
 - ii. Common Laborers remove dead or used batteries from the trash pile
- i. Building Engineers replace ballast lamps, tubes, and lightbulbs

10. Elevator Mechanics

- a. Elevator Mechanics perform all work in elevator cabs
- b. Elevator mechanics refinish metal in elevator cabs
- c. Temporary Mechanics (TM):
 - i. If no elevator mechanics are available to do the work, a (TM) must be paid as a journeyman elevator mechanic, in this instance, they will be assigned according to the International Union Agreement
 - ii. Once the TM is assigned to the project, they must remain at the journeyman wage rate until the project is completed
 - iii. An apprentice may work with one TM for a 1:1 ratio
- d. Elevator Helpers:

- i. The “Helper” classification has been recognized as an allowed apprentice classification to the elevator classification
- ii. The helper must be registered with USDOL OA or they will be considered a journeyman
- e. Heavy Operator Group 3 operate a construction work elevator (construction skip)

11. Glaziers

- a. Window Installation:
 - i. Glaziers install and remove windows and replacement windows
 - ii. Carpenters Excludes install windows if the window has a nail fin
- b. Mixed Material Walls:
 - i. Installed by a blended crew of Ironworkers Structural and Glaziers
 - ii. Glaziers install all glass
 - iii. Ironworkers install metal framing for wall
- c. Install glass hand rails (not the Iron Workers)
- d. Install glass store front doors (including Handicap push-plate door openers)
- e. Install film laminate or tint on glass
- f. Install glass sliding doors and glass revolving doors

12. Ironworkers – Ornamental

- a. Install foam insulated metal panels in exterior building walls and corresponding overlaying metal sheets
- b. Install metal handrails
- c. Set bike racks

13. Ironworkers – Structural

- a. Metal Gauges:
 - i. Ironworkers work with metal measured at 6 gauge and thicker
 - ii. Sheet Metal Workers work with metal measured thinner than 6 gauge
- b. Erect structural steel on pre-engineered buildings
- c. Install jail wall system metal panel siding (not Sheet Metal Workers)
- d. Partition Walls:
 - i. Iron Workers Structural install the track used for partition walls
 - ii. Carpenters Excludes install panels for partition walls
- e. Install dock levelers (devices used to bridge the gap between a dock and the trailer for loading and unloading)
- f. Jail and Detention facilities:
 - i. Perform welded installation, including steel windows, door frames, furnishings, exterior window frames, detention benches, and metal decking
 - ii. Glaziers install glass within the door frames belongs to Glaziers

14. Laborers - Common or General

- a. Common Laborers may unload truck to central pile. Once the material is in the pile, it belongs to the craft, e.g., laborers do not pack studs, sheetrock, or pipe (or any other trade-specific material) to craftsmen

- b. Trade classification workers cannot be classified as Common Laborers for performing incidental cleanup from the installation of their craft
- c. Common laborers perform final cleanup of the entire jobsite
- d. Laborers are not helpers. They do not assist with laying out, fetching tools or materials, holding, lifting or muscling materials in place. They do not observe workers for safety reasons. They do not operate heavy equipment (e.g. bobcat, forklift, manlift, loaders, etc.).
- e. Perform general cleaning (picking up trash, pushing a broom), final cleanup, and indoor fence installation
- f. Demolition (applies to Building, Heavy, and Highway):
 - i. Laborers may perform demolition if materials are not to be used for retrofitting
 - ii. If demolition items are reused, then the demolition work belongs to classification that would install or retrofit the reused material
 - iii. Laborers may perform cleanup of demolition area
 - iv. Laborers may shovel out demolition debris
- g. Direct pedestrian traffic
- h. Erect temporary tents
- i. Shoot grade (Common Laborers may use control rods or transits)
- j. Dismantle or tear down scaffolding
- k. Clean or power wash area around sand/grease traps inside a building
- l. Lay insulating blankets over a concrete pour inside of a building
- m. Install and set chain link fence inside of building (e.g. cages and security storage)
- n. Hand dig ditch with shovel and backfill (specifically for Electricians after their work)
- o. Common Laborers do not shovel for grade within the footprint of a building prior to a concrete pour, this work is performed by Concrete Laborers/Mason Tenders
- p. Shovel snow to clear building site within foundation
- q. Erosion Control: On a building project, use Heavy Wage classifications unless the work is Highway work or incidental to Highway work
 - i. Highway: Common or General Laborer (all descriptions for Heavy except tackifier and erosion blanket): (1) Hand-spread tackifier with mulch – Landscape Laborer; (2) Erosion Blanket/Straw Mat with seed - (Rolled out straw mat and secured with landscaping pins used for permanent erosion control and seeding) – Landscape Laborer
 - ii. Heavy:
 - 1. Install silt fence – 3-foot woven fabric with wood stakes. Material is spread out and the wood stakes are pounded in – Laborer Group I
 - 2. Grate inlet protection – Wrap fabric over area drain – Laborer Group I
 - 3. Gator Guard – Spread fabric wrapped foam along curbside – Laborer Group I
 - 4. Dandy Bag – Wrap fabric around inlet grate – Laborer Group I
 - 5. Curb Sock – Placement of check-dam material in gutter – Laborer Group I
 - 6. Wattle Installation – Spread straw waddle at curbside and secure with wooden stakes – Laborer Group I
 - 7. Hand-spread Tackifier with mulch – Landscape Laborer

8. Erosion Blanket/Straw Mat - Rolled out straw mat and secured with landscaping pins used for permanent erosion control and seeding – Landscape Laborer
- r. Power washing:
 - i. Power wash a building to remove graffiti with no follow up painting
 - ii. Painters power wash a building to remove graffiti in preparation for follow up painting
- s. Maintain flower and plant containers in the DIA, including pesticide spraying
- t. Site fire watch

15. Laborers – Brick Tender

- a. Perform all duties for the benefit of the bricklayers, including running of cranes, forklifts, washers and mixers
- b. Build and tear down trade specific scaffolding
- c. Supply brick layers with products needed to perform their jobs

16. Laborers – Cement/Concrete Tender

- a. Muck, shovel, and vibrate concrete in and on building pour
- b. Shovel for grade within the footprint of a building prior to a concrete pour

17. Millwrights

- a. Install hydraulic car lifts
- b. Install, disassembles, and re-assembles baggage screening machines
- c. Install, repair, and maintain work on Jet Bridges and passenger loading docks/bridges attached to the concourses
- d. Install and repair power rail for train at DIA
- e. Install, dismantle, repair, and assemble baggage systems at DIA
- f. Install automatic carwashes

18. Painters

- a. Brush, Roller and Spray
- b. Refinish (including sanding and finishing) of hardwood floors
- c. Sandblast surfaces for paint preparation
- d. Finish floors on new wood floors
- e. Power wash in preparation for painting
- f. Grind concrete for staining and sealing concrete floors belongs to the painters
- g. Perform all prep-work (taping, covering, etc.); painting and sealing, and incidental cleanup to the sealing and painting of indoor swimming pools
- h. Install Epoxy Floors:
 - i. Haul epoxy materials from a common pile
 - ii. Shot blast, grind, mask off, or any other method used to prepare surface for application of epoxy flooring materials
 - iii. Mix of epoxy and finishing materials
 - iv. Pour epoxy materials on the floor where it is applied
 - v. Squeegee, trowel, or any other method used to spread epoxy materials on the floor

- vi. Broadcast quartz or other similar material into the spread epoxy
 - 1. Common Laborers may sweep and remove dust, debris, excess broadcast material
- vii. Apply top or finishing coat over the epoxy floor
- viii. Buff, polish, or any other method used to finish the epoxy floor
- i. Apply spray acrylic coatings to repair bath tubs or sink chips
- j. Excludes drywall finishing and taping

19. **Pipefitters**

- a. Install HVAC pipes and units
- b. Excludes HVAC duct installation
- c. Install non-industrial boilers
- d. Installs laundry equipment banks
- e. Startup and operate equipment installed by Pipefitters (Excludes use of software)
- f. Install and maintain pneumatic tube systems, including pneumatic air lines, using hard pipes or flex-poly tubing
- g. Install and Maintain Cooling Towers
 - i. Install, reline, and waterproof cooling towers
 - ii. Install ceramic bricks used to defuse the water
 - iii. Install and remove any Cooling Tower piping
- h. Install beer taps
- i. Excludes fire sprinkler systems installation

20. **Plumbers**

- a. Install soda dispensers and associated lines where lines carry potable water
- b. Set the oxygen levels and flame levels of kitchen stoves
- c. Replace sewage air vents
- d. Install trap wraps
- e. Repair pipes for sand and grease traps
- f. Install and maintain radon mitigation systems that do not have fan ventilation
- g. Plumbers install mitigation systems on buildings which do not have fan ventilation, including pre-slab venting mat, vapor barrier, PVC vent piping
 - i. Sheet Metal Workers install mitigation systems on buildings that have fan ventilation systems. Includes pre-slab venting mat, vapor barrier, PVC vent piping.
- h. Excludes HVAC duct, pipe and unit installation

21. **Power Equipment Operators**

- a. Backhoe/Excavator/Track Hoe
 - i. Mini-Excavators – operators are classified as Trackhoe because the controls and the knowledge to operate a mini-excavator are the same as the full-size Track Hoes
 - ii. Plasterer Tenders may use a backhoe as a tool of the trade
- b. Bobcat/Skid Steer/Skid Loader
- c. Cranes
 - i. 50 tons and under

- ii. 51 to 90 tons
- iii. 91 to 140 tons
- iv. 141 tons and over
- d. Grader/Blade

22. **Roofers**

- a. Install thatched and tile roofs
 - i. Sheet Metal Workers install metal roofs and metal flashings
- b. Remove roofing material for installation
- c. Install rubber flashing

23. **Sheet Metal Workers**

- a. Install HVAC systems and ductwork
- b. Metal Gauges:
 - i. Ironworkers work with metal measured at 6 gauge and thicker
 - ii. Sheet Metal Workers work with metal measured thinner than 6 gauge
- c. Install, erect, and construct walk-in refrigerators/coolers
- d. Install duct shroud (not Carpenters or Iron Workers)
- e. Install metal roofs on pre-engineered buildings
- f. Install metal siding on buildings
- g. Install foam insulated metal panels in exterior building walls and corresponding overlaying metal sheets
- h. Duct cleaning:
 - i. Install stainless steel column covers (not Iron Workers)
- j. Install functional or ornamental louvers (angle slats or flat strips fixed or hung at regular intervals in a door, shutter, screen, etc., to allow air or light to pass through)
- k. Install roof flashing
- l. Perform HVAC air testing, adjusting, and balancing:
 - i. Definition of Testing and Balancing – Three major steps used on a job to achieve proper operation of heating, ventilating, and air conditioning (HVAC) systems: 1.) Testing – Use of specialized and calibrated instruments to measure temperatures, pressures, rotational speeds, electrical characteristics, velocities and air and water quantities for an evaluation of equipment and system performance; 2.) Adjusting - Final setting of balancing devices such as dampers and valves, adjusting fan speeds and pump impeller sizes, in addition to automatic control devices such as thermostats and pressure controllers, to achieve maximum specified system performance and efficiency during normal operation; and 3.) Balancing – Methodical regulation of system fluid flows (air or water) using acceptable procedures to achieve the desired or specified airflow or water flow
- m. Install radon mitigation systems with fan ventilation systems, including pre-slab venting mat, vapor barrier, PVC vent piping, and fan installation.
 - i. Mitigation systems without fan ventilation systems belong to the plumbers.

24. **Soft Floor Layers**

- a. Install vinyl and carpet floors
- b. Remove soft flooring
- c. Install rubber cove base
- d. Soft Floor Layers may be paid by piece if the hourly rate paid is equal or greater than the prevailing wage and timecards kept on piece-rate projects
- e. Install artificial/synthetic turf requiring gluing, stretching, and sewing

25. **Sprinkler Fitters**

- a. Install, repair, adjust, and maintain of fire sprinkler systems
- b. Excludes programming of a fire suppression or detection system
- c. Install Ansul and other chemical fire suppression systems
- d. Pipefitter apprentices may work under Sprinkler Fitter Journeymen

26. **Truck Drivers**

- a. Includes Dump Truck

27. **Waterproofers**

- a. Includes all non-urethane waterproofing
- b. Painters install urethane membranes

BUILDING

OHR Supplemental – Building Wage Classifications Clarifications

1. Boilermakers

- a. Perform industrial work

2. Caulkers

- a. Caulkers receive the rate prescribed for craft-performing operation to which caulking is incidental (Examples: Caulking windows paid Glazier rate; Caulking brick wall paid Bricklayer rate; Caulking finished concrete paid Cement Mason rate)

3. Ironworkers – Reinforcing

- a. Install, tie, and handle all rebar
 - i. Reinforce with carbon fiber material, includes cleaning, sanding of surface, and application of epoxy and fiber material
 - ii. Plasterers perform fireproofing of this material

4. Laborers - Concrete Saw

- a. Perform concrete coring
- b. Perform radar and x-ray for coring or boring for utility location

5. Paper Hangers

- a. Install exterior plastic wall coverings
- b. Install regular or vinyl wallpaper

6. Plasterers

- a. Apply spray-on fireproofing
- b. Fireproofing of Carbon Fiber Material

7. Plaster Tenders

- a. There is no formal ratio for Plasterer Tenders to Plasterers
- b. Plasterer Tender is the laborer for the Plasterer
- c. Plasterer Tenders may mix mud, move hoses, clean-up over spray for Plasterers
- d. Plasterer Tenders do not patch plaster or fireproofing by hand, trowel, sprayer, or any other means
- e. Plasterer Tenders may use Forklifts/Backhoes as a tool of the trade
- f. Erect trade-specific scaffolding

8. Power Equipment Operators

- a. Concrete mixers
- b. Loader up to and including 6 cubic yards
- c. Loaders over 6 cubic yards
- d. Motor grader
- e. Roller
- f. Drillers
- g. Oilers
- h. Mechanics

9. Tile Setters and Tile Finishers

- a. Tile Setters
 - i. Tile Setters install granite or other stone countertops
 - ii. Setting sheets of Swanstone (imitation tile or stone product)
 - iii. Marble Masons
 - iv. Sandblast lettering into exterior granite and marble
 - v. Spread the mud on the floor, screed the mud flat, and floats the mud
- b. Tile Finishers
 - i. Finishers are the laborers for the tile setters
 - ii. Common laborers are not used for cleanup after tile setters or for any other use
 - iii. Finishers mix mud, put tiles out, or cut tiles
 - iv. Finishers may grind floors and bases

10. Truck Drivers

- a. Flatbed
- b. Semi

11. Welders

- a. Receive rate prescribed for craft performing operation to which welding is incidental
 - i. Welding of I-Beams (structural iron) – Structural Ironworker
 - ii. Welding of handrails – Ornamental Ironworker



EXHIBIT B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/12/2018

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Insur Group, 5347 S Valentia Way, Suite 350, Greenwood Village CO 80111
INSURED: Community College of Denver Foundation, Campus Box 250 PO Box 173363, Denver CO 80217-3363
CONTACT NAME: Bob Atherton, PHONE: (303) 770-5157, FAX: (303) 770-5237, E-MAIL ADDRESS: bob@insurgroup.net

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, and Workers Compensation and Employers' Liability.

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

WorkNow Program Contract
As required by written contract, the City & County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insureds as respects the Commercial General Liability and Business Auto.

CERTIFICATE HOLDER: CITY AND COUNTY OF DENVER, Office of Economic Development, 201 W Colfax Avenue, DENVER CO 80202
CANCELLATION: 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: [Signature]