

ON-CALL FLOOR COATING, POOL REPAIR & FOUNTAIN REPAIR AGREEMENT

CONTRACT NO. 201100989

AGREEMENT

THIS AGREEMENT, made and entered into 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 **ORION SPECIALTY CONTRACTORS, L.L.C.**, a Colorado limited liability company with an address of P.O. Box 3590, Parker, Colorado 80134, hereinafter referred to as the "**GENERAL CONTRACTOR**" or "**PROGRAM CONTRACTOR**", party of the second part.

RECITALS:

1. The City has identified a need for a highly qualified contractors to perform, as assigned, floor coating, projects at Parks and Recreation facilities on an "on-call" or "as needed" basis (the "Program"). Program work may include, without limitation, floor coating, pool repair and fountain repair depending upon the scope of the projects assigned ("Projects(s)").

2. Pursuant to 20-56 of the Denver Revised Municipal Code, the City advertised for at least three (3) consecutive days, a solicitation for proposals from qualified general contractors to perform under this Program.

3. The City's solicitation sought on-call general contractors with construction management, supervision and coordination experience and expertise to furnish all construction services, including all work effort, labor, tools, supplies, manufactured components, equipment, materials, and everything else necessary or required to perform each Project assigned under the Program, within limited time periods and limited budgets.

4. The City's solicitation also sought general contractors that share the City's longstanding commitment to quality, efficiency, value, innovation, partnering, responsiveness to agency and community needs and compliance with all applicable regulatory requirements in the performance of construction services.

5. Proposals received pursuant to said advertisement were reviewed, evaluated and ranked by a selection committee and a recommendation was made to the Manager of Parks and Recreation, who determined that a contract for the performance as part of the Program be made and entered into with the above named General Contractor.

6. The City and the General Contractor now desire to enter into an On-call Floor Coating, Pool Repair and Fountain Repair Construction Contract for the performance of construction services as part of the Program.

7. The General Contractor is willing, able and has the present capacity to perform all construction services, as an independent contractor, required by the Program, in accordance with this Construction Contract, said advertisement and the referenced selection documents.

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

1.0 PROGRAM REQUIREMENTS AND PROCEDURES:

1.1 On-Call Program. The Program is the City's On Call Floor Coating, Pool Repair and Fountain Repair Program to perform discrete projects at parks and recreation facilities, as assigned by the City in accordance with the terms and conditions of this On-call Floor Coating, Pool Repair and Fountain Repair Contract ("Construction Contract" or "Contract"). The Program shall consist of, as yet, undetermined Projects that will likely involve, without limitation, floor coating, pool repair and fountain repair work on an "as needed" basis. No Project awarded under this Construction Contract shall exceed **Four Hundred Thousand Dollars (\$400,000.00)**. Work on any assigned Project may require completion within a 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.

For each Project identified by the City for performance as part of the Program, the City will solicit proposals from Program Contractors or shall otherwise assign Projects as provided for in this Contract. Program Contractors shall timely and in good faith submit a proposal or pricing to perform the Project "Work" in accordance with each solicitation and the terms and conditions of these Contract Documents. Solicitations shall, in addition to any Project "Contract Drawings" and "Technical Specifications" (attached hereto and incorporated herein as **Exhibit A**) appropriate to the Work for each Project, include a "Contract Amount", "Contract Time" and "Liquidated Damages" amount to perform the specified Project "Work", as all of those terms are defined in the City's Standard Specifications for Construction, General Contract Conditions (1999 Edition) (incorporated by reference only as **Exhibit B**) (hereinafter referred to as the "General Conditions" or the "Orange Book").

1.2 Project Proposals.

1.2.1 As the need arises and funding is identified, the City will initiate a Project specific proposal solicitation to perform the required Project.

Solicitation:

1.2.1.1 The following general requirements shall apply to each

(1) Prior to submitting each Project Proposal, the General Contractor shall inspect the work site and its surroundings.

(2) Although the contractor is not required to make such an inspection before proposing, for purposes of the Project Proposal it shall be conclusively presumed that by failing to make such an inspection, the General Contractor has waived the right to later claim additional compensation or time extensions for conditions which the General Contractor could have discovered had the site been inspected.

(3) The General Contractor recognizes that any Project Specific Drawings or Technical Specifications, defining the scope of Work to be done, may contain errors. In view of this, the General Contractor is invited to make additional investigations it believes are necessary.

(4) Since the Project Proposal Solicitation information cannot be guaranteed, the General Contractor shall have assumed the risks attendant to successful performance of the Scope of Work and shall not make a claim for additional compensation or time extensions on the grounds that the nature or amount of Work to be done was not understood by the contractor at the time of pricing.

1.2.1.2 Each Work Order issued will be in the form attached hereto and incorporated herein as **Exhibit C**. The City reserves the right to issue such a Work Order, at the price and under the terms of the Program Contractor's Project Proposal, at any time before the expiration of sixty (60) consecutive calendar days from the date the pricing submittal was received by the City, without any claim for additional compensation.

1.2.2 Emergency Repairs. All other provisions of this Agreement notwithstanding, the General Contractor acknowledges and accepts that the City may require that the General Contractor perform emergency services immediately after notification, by issuance of an "Emergency Repair Directive" from the City. Where possible, the Emergency Repair Directive shall include a not to exceed amount which the City may adjust with notice to the Contractor as the Work proceeds.

1.2.2.1 Because of the urgent nature of such emergency repair services, the Contractor agrees to mobilize resources adequate to address any "Emergency Repair Directive," issued by the City within four (4) hours of receiving notice, either verbal or written, from the Project Manager or other authorized City representative. In effecting such emergency repairs, the General Contractor shall track and document all costs incurred and report such costs to the City for City review and verification.

1.2.2.2 The urgent nature of such services requires that the General Contractor initiate, with adequate forces and equipment at the site, all Emergency Repair Directives. Should the General Contractor fail to commence work within four (4) hours of notice, the General Contractor shall become liable to the City and County of Denver for liquidated damages, and not as a penalty, at the rate of **Fifty Dollars (\$50.00)** for each consecutive hour after such notice that the General Contractor fails to commence repairs or other Work in accordance with such directive.

1.2.2.3 Work Orders for the emergency services performed will be prepared after the emergency work has been completed and shall be based on actual documented cost of the work. Emergency Repair work will be paid at the actual verifiable cost plus **Fifteen percent (15%)**. Any subsequent work performed related to the Emergency Repair Directive, but not under an Emergency Repair Directive, shall be paid at negotiated sums memorialized in a subsequent Work Order in accordance with the applicable provisions of this Contract.

1.2.3 The fully executed Work Order for the specific Project Work will authorize the Project Work under the terms and conditions set forth therein, upon the appropriation and encumbrance of the full amount of funds required to compensate the General Contractor for the Work identified in the Work Order. In the event the City elects, at its sole discretion, to issue a Work Order pursuant to its Solicitation, the General Contractor agrees to and shall furnish everything necessary for and required to do, perform and complete all of the Work described in the Work Order, including but not limited to all labor, tools, supplies, equipment, and materials. Further, the General Contractor agrees to perform and complete 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 provisions of the Contract and General Conditions incorporated herein.

1.2.4 Following issuance of a Work Order, the Project Manager will issue a Work Order Notice to Proceed for the Project and the Contractor shall have ten (10) consecutive calendar days from the date of Notice to Proceed to commence with the Work and prosecute it to conclusion in accordance with the terms and conditions of the Work Order and the Contract Documents. Each Work Order Notice to Proceed issued will be in the form attached hereto and incorporated herein as **Exhibit D**.

1.2.5 The City agrees to pay the Contractor for the Work completed pursuant to an authorized Work Order in accordance with this Contract and the General 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. During the course of the Work on each Work Order, the Contractor shall submit regular pay applications in accordance with the terms of this Contract and the General Conditions. The City shall issue payment for all Work satisfactorily completed in accordance with the terms and conditions of the Contract Documents.

1.2.6 If additions, deletions or other modifications to the scope of Work defined in the Work Order are required or desired by the City on a particular Project

authorized by Work Order, a Work Order Change will be issued in accordance with the terms of this Contract and the General Conditions.

1.2.7 Upon satisfactory completion and final acceptance of each Work Order in accordance with this Contract and the General Conditions, a Work Order Final Receipt will be issued and final payment for the Work Order will be made in accordance with the Contract Documents. Each Work Order Final Receipt issued will be in the form attached hereto and incorporated herein as **Exhibit E**.

1.2.8 It is possible that more than one Work Order may be issued and under construction at the same time and the General Contractor will carefully consider and account for all costs associated with the supervision, administration, coordination and prosecution of multiple Work Orders in preparing each Project Proposal. The General Contractor shall not be entitled to any additional compensation for performance on multiple Work Orders at the same time.

1.2.9 Nothing contained herein shall be construed by the Contractor as a promise or guarantee of any minimum amount of Work, or compensation hereunder.

1.2.10 Upon written notification from the City to the Contractor that no further Work Orders will be issued hereunder and the completion of final close-out for any previously issued Work Orders in accordance with all Work Order close out procedures specified herein, 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 the Contract Specifications. In addition, the Contractor agrees to execute and deliver to the City a Final Receipt in the form 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.

1.3 Application of General Conditions to Each Work Order. The General Contract Conditions shall generally apply to this On Call Construction Contract as if incorporated separately for the Work of each Work Order issued hereunder and as supplemented by the following:

1.3.1 General Certain provisions, terms and conditions included in the General Contract Conditions may not apply on a Work Order by Work Order basis.

1.3.2 Work As such, the term Work, as used in the Contract Documents means 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 on a Project by Project basis.

1.3.3 Letter of Credit The requirements of Title 15 of the General Conditions shall be satisfied by the letter of credit attached hereto as **Exhibit F**.

1.3.4 Work Order Notice to Proceed GC-302 of the General Conditions shall generally apply to this Contract as supplemented by the following:

A Work Order Notice to Proceed, in the form included in these Contract Documents for that particular Work Order, will be issued by the Manager at such time as the Work Order is executed by the Contractor and all designated City officials, and the Contractor has submitted a letter of credit for the Work described in the Proposal Request.

The Contractor shall 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, and 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 any Special Contract Conditions, 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.

1.3.5 Liquidated Damages Title 6 of the General Conditions shall generally apply to this Contract as supplemented by the following:

The Contract Time, as that term is defined under the General Conditions, shall be separately set out in each Work Order. Should the Contractor fail to complete all Work within the Contract Time allocated under that Work Order, the Contractor shall become liable to the City and County of Denver for liquidated damages on that Project, and not as a penalty, at the rate of Five Hundred Dollars (\$500.00) for each Day that the Contractor exceeds the time limits herein specified, all in accordance with provisions of General Contract Condition 602, LIQUIDATED DAMAGES; ADMINISTRATIVE COSTS; ACTUAL DAMAGES, unless a greater or lesser amount is provided for in the authorized Work Order.

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

1.3.6 Subcontracts Title 5 of the General Conditions shall generally apply to this Contract as supplemented by the following:

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.

1.3.7 Progress Payments for Work Orders Title 9 of the General Contract Conditions shall apply to this Contract as supplemented by the following:

1.3.7.1 With respect to any Work Order issued hereunder, the terms and conditions of Title 9 shall apply to each Work Order as if such Work Order were a separate Contract. Progress and final payments shall issue upon submission of a Work Order Pay Application. Each Work Order Pay Application will be submitted in a form approved by the Project Manager.

1.3.7.2 In accordance with General Contract Condition 902, PAYMENT PROCEDURE, the party(ies) responsible for review of all Pay Applications shall be:

<u>Agency/Firm</u>	<u>Name</u>	<u>Telephone</u>
Denver Parks & Recreation	Lisa Perry	720-865-0660

1.3.7.3 In accordance with General Contract condition 907, RELEASES AND CONTRACTORS CERTIFICATION OF PAYMENT, Applications for Payment must be accompanied by a completed Final/Partial Lien Release Form (attached hereto and incorporated herein as **Exhibit G**), as appropriate, from EACH subcontractor and supplier, OR the Contractors On-Call Work Order Certification of Payment Form, submitted in the form attached hereto and incorporated herein as **Exhibit H** and subject to the following requirements:

- (1) Each estimate of Work completed for each Work Order shall contain a list of subcontractor and material invoices for all subcontractors and suppliers and shall be based on the approved schedule of values certified by the Project Engineer/Manager or the Consulting Architect or Engineer, as appropriate. Each submittal estimate must specify the percent of the Work complete.
- (2) Each estimate of Work completed for each Work Order shall specifically identify those M/WBE Subcontractors or Suppliers that the Contractor is utilizing on the Project pursuant to the requirements of Article VII, Division 1 of Chapter 28, of the D.R.M.C.
- (3) Each estimate of Work for each Work Order completed shall be accompanied by either duplicate sets of verified Contractor's Certifications of Payment, in the form included in these Contract Documents, or by verified Partial Release of Contractor forms from each subcontractor and

supplier, also in the form included in these Contract Documents. Each estimate of Work for each Work Order completed shall also be accompanied by:

- a. A written schedule of values, which set out the quantities and costs for the Project; and
 - b. The Project Engineer/Manager's, or as applicable, Consulting Architect/ Engineer's estimated statement of the percentage of Work completed for each line item of cost for which the Contractor seeks payment. The Contractor shall also submit to the Auditor and other appropriate officials of the City, in a timely fashion, all information required by the General Contract Conditions.
- (4) Each estimate of the percentage of Work completed shall constitute a representation by the Contractor to the City that the Work has progressed to the point indicated; that the quality of the Work covered by the estimate is in accordance with the Contract Documents; that each obligation covered by the estimate (except as otherwise noted) and the payments required will be used to discharge such obligation unless previously discharged; and that the Contractor is entitled to payment in the amount requested. The Project Engineer/Manager or the Consulting Architect/Engineer, as appropriate, with the assistance of input from the Project Manager, in the event that such has been retained, will also verify and certify the estimate prior to acceptance by the City.
- (5) By submitting an application for payment, the Contractor further warrants that:
- a. Title to Work covered by each submitted estimate of Work completed will pass to the City by incorporation into the completed Work;
 - b. Work covered by previous estimates of Work completed is free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens," except for any interest created by retainage; and
 - c. No Work covered by any estimate of Work completed will have been acquired by the Contractor, or any other person or entity performing Work at the Work site or furnishing materials or equipment for the Project and that no Work covered by any estimate is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the contractor or such other person or entity.

- (6) Approval of an estimate of Work completed or actual payment by the City shall not foreclose the right of the City to examine the books and records of the Contractor to determine the correctness and accuracy of any estimate item.
- (7) The terms and conditions regarding retainage contained in General Contract Condition 908 shall apply separately to payments made under each and every Work Order issued hereunder. Moreover, applications for a reduction in retainage must be accompanied by Partial Release of Liens form from each subcontractor or supplier, in the form included in these Contract Documents immediately after this provision.
- (8) 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.
- (9) Receipt of Contractor's Certification of Payment or Partial Release of Liens form by the City hereunder shall not act to impair the City's obligations imposed by C.R.S. 38-26-107 or successor statute.
- (10) If the Contractor disputes a subcontractor or supplier entitled to a portion of the previous month's payment, the Contractor need not submit a Contractor's Certificate of Payment or Partial Release of Liens form from such subcontractor and/or supplier. However, in lieu of such submittal, the Contractor shall submit to the City a copy of a written communication from the Contractor to such subcontractor and/or supplier explaining the Contractor's determination not to render payment to such subcontractor or supplier, together with proof of service of such written communication upon such subcontractor or supplier.

1.3.8 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 attached hereto and incorporated herein as **Exhibit I**. Changes will be based on pricing prepared in the same manner as a Project Proposal and under the terms and conditions for issuance of a Change Order contained in the General 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.

1.3.9 Defense and Indemnification

1.3.9.1 To the fullest extent permitted by law, the Contractor hereby 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 related to the work performed under this Agreement that are due to the negligence or fault of the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

1.3.9.2 Contractor'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 suit has been filed and even if Contractor is not named as a Defendant.

1.3.9.3 Contractor will defend any and all Claims which may be brought or threatened against City and will 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 shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

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

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

1.3.10 Insurance The following conditions shall apply to this Contract, on a Work Order by Work Order basis, as supplemented by the following:

1.3.10.1 General Conditions. Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for 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 stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written 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." Additionally, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-

insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

1.3.10.3 Additional Insureds. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella, 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.

1.3.10.4 Waiver of Subrogation. For all coverages, Contractor's insurer shall waive subrogation rights against the City.

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

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

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

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

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

1.3.10.9 Additional Requirements.

(a) For Commercial General Liability and Excess Liability, the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs in excess of policy limits;
- (ii) A severability of interests, separation of insureds or cross liability provision; and
- (iii) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(b) For claims-made coverage:

- (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.

(c) 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 per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

1.3.11 Construction Inspection by the City General Condition 1702, AUTHORITY OF INSPECTORS, 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 The Building Inspection Division 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.

1.3.12 Work Order Close-Out Titles 19 and 20 of the General 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 9 and 20 of the General Contract Conditions.

1.4 Maximum Contract Amount and Term. The Maximum Contract Amount to be paid by the City to the Contractor for all Work performed under this Contract shall in no event exceed the sum of **Nine Hundred Fifty Thousand Dollars and No cents (\$950,000.00)**, 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. The term of this agreement shall be **Four (4) years** from the date of execution of this Contract, unless extended by mutually agreeable contract amendment initiated at the sole discretion of the City. Subject to the Manager's prior written authorization, the General Contractor 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 Manager. Each project will be assigned and authorized separately and no authorized Project cost will exceed **Four hundred thousand Dollars and No Cents (\$400,000.00)**.

2.0 CONTRACT DOCUMENTS: It is agreed by the parties hereto that the following list of instruments, drawings and documents which are attached hereto, bound herewith or incorporated herein by reference constitute and shall be referred to as the "Contract Documents" and all of said instruments, drawings and documents taken together as a whole constitute the Contract and Agreement between the parties hereto, and they are as fully a part of this Contract and Agreement as if they were set out verbatim and in full herein. This Contract, the Contract Documents and all subsequently issued Work Orders represent the entire and complete integration of all understandings between the City and the General Contractor and supercede all prior negotiations, representations or agreements. No prior or contemporaneous addition, deletion or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement or change order properly executed by the parties.

- Exhibit A – Technical Specifications
- Exhibit B – General Contract Conditions (incorporated by reference only)
- Exhibit C – Work Order
- Exhibit D – Work Order Notice to Proceed
- Exhibit E – Work Order Final Receipt
- Exhibit F – Letter of Credit
- Exhibit G – Final/Partial Lien Release Form
- Exhibit H – Contractors On-Call Work Order Certification of Payment Form
- Exhibit I – Work Order Change Form
- Exhibit J – Certificate of Insurance
- Exhibit K – Prevailing Wage Rate Schedule

2.1 If anything in the Contract Documents is inconsistent with this Construction Contract, this Construction Contract will govern. The order of precedence of the Contract Documents shall be as follows:

2.1.1 this Construction Contract, as may be modified by change orders;

- 2.1.2 the General Contract Conditions;
- 2.1.3 the Construction Specifications referenced;
- 2.1.4 any Technical Specifications;
- 2.1.5 each fully executed Work Order;
- 2.1.6 each set of Project Specifications;
- 2.1.7 each set of Project Contract Drawings; and
- 2.1.8 all other Exhibits.

2.2 The intent of the Contract Documents is to include all terms, conditions, work items and services necessary or required for the proper execution and completion of each Work Order. The Work Order and Contract Documents are complementary, and what is required by any one shall be binding as if required by all. Work items or services not covered in the Work Order or Contract Documents will be required unless they are not consistent with the Work Order or Contract Documents and are not inferable from the Work Order or the Contract Documents as being necessary to produce the result intended by the Work Order. Anything mentioned in the Project Specifications and not shown on the Project Drawings, or shown on the Project Drawings and not mentioned in the Project Specifications for any Work Order, shall be of like effect as if shown or mentioned in both. Words and abbreviations that have well known technical or trade meanings are used in any Work Order or the Contract Documents in accordance with such recognized meaning.

2.3 It is contemplated by the parties that numerous sequential Work Orders with attachments, including construction documents and technical specifications will be attached as Work Orders are executed and, as such, are incorporated by reference and made a part of the Contract Documents subsequent to execution of this Construction Contract. The incorporation of such Work Orders shall be accomplished by execution and issuance of each Work Order by the City.

2.4 Where reference is made in this Construction Contract to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

*Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS,
City and County of Denver*
(The Index for which is bound herein and commonly referred to as the "Orange Book")

(1999 Edition)

Colorado Department of Transportation "Standard Specifications for Road and Bridge Construction" (Sections 200 through 700 of the 2005 Edition).

Standards and Details for the City and County of Denver
(April, 2000)

Traffic Barricade Manual, City and County of Denver,
(Published August 1, 1992)
(1999 Edition)

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

Building Code of the City and County of Denver
(International Building Code 2003 Series, City and County of Denver
Amendments 2004)

National Fire Protection Association Standards
(As referenced in the Building Code of the City and County of Denver)

*Wastewater Management Division – Detail and Technical Specifications
for Storm and Sanitary Construction.*

The aforementioned documents are available for review at the Capital Projects Management Office, 201 W. Colfax Ave., Dept. 506, (5th floor), Denver, CO 80202. *The Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS, City and County of Denver,* and the *Standards and Details for the City and County of Denver* are available for purchase at the Cashier, 2nd floor at 201 W. Colfax Ave., Denver, Colorado 80202.

3.0 RELATIONSHIP OF THE PARTIES:

3.1 The parties intend herein to establish a relationship wherein the City relies upon the integrity and fidelity of the General Contractor to complete each Project within the time and budget constraints set forth in this Construction Contract and each Work Order and in a manner which satisfies the City's longstanding commitment to quality, efficiency, value, innovation, partnering, responsiveness to agency and community needs and compliance with all applicable regulatory requirements in the performance of general public improvements.

3.2 The General Contractor accepts the relationship of trust and confidence established by this Construction Contract with the City. The General Contractor further agrees to utilize the General Contractor's best skills, efforts, and judgment in furthering

the interests of the City regarding each Project; to furnish at all times an adequate supply of qualified and competent workers and quality materials; and to perform the work in the best, most expeditious, and economical manner. Further, the General Contractor agrees to furnish efficient business administration, construction management and superintendence and to use its best efforts to complete the Work of each Project in an expeditious and economical manner, consistent with the interests of the City.

3.3 The City will have a separate agreement with the Design Consultant to design each Project and to provide construction contract administration services necessary to ensure that the Project Work conforms to the Project Drawings and Project Specifications. Both the General Contractor and the Design Consultant shall be given direction by the City, or the City's designated and authorized representative(s). The Contract Documents shall not be deemed to create any contractual relationship between the Design Consultant and the General Contractor or any separate contractors, subcontractors of any tier or suppliers on each Project. The relationship between the General Contractor and the Design Consultant is intended to be cooperative and proactive, with both participating on the same team with the City.

3.4 The General Contractor shall accept the designated and authorized representatives of the City identified in the Contract Documents and perform its obligations toward and in response to such representatives in the same manner it would toward and in response to the City, pursuant to such designation and authorization.

City Delegation Of Authority. With reference to G.C. 214, CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Manager delegates, for each Project, to the Project Manager specified in each Work Order the authority necessary to undertake the responsibilities identified as the responsibilities of the Deputy Manager and the Project Manager under this Contract. Additionally, the General Contractor's questions concerning the Project Drawings and Specifications shall be directed to the identified Project Manager for each Project.

4.0 COORDINATION AND COOPERATION:

4.1 The General Contractor agrees to cooperate and coordinate fully with the City in its performance of the Work on each Project to meet or exceed the City's time and budgetary objectives and limitations, while maintaining the City's longstanding commitment to quality, efficiency, value, innovation, partnering, responsiveness to agency and community needs and compliance with all applicable regulatory requirements in the construction of general public improvements.

4.2 The General Contractor shall, as a continuing work item under this Construction Contract, facilitate coordination, communication and cooperation regarding its performance hereunder between the City's Department of Parks and Recreation ("Parks and Recreation"), each Project Manager, each Design Consultant, the User Agency, other City consultants and any affiliated entities. In addition, the General Contractor shall coordinate its efforts under this Construction Contract with all involved governmental and regulatory entities.

4.3 The General Contractor shall be responsible for taking accurate and comprehensive minutes at all Project Construction meetings attended by the General Contractor regarding each Project. Those minutes shall be prepared in a format approved by each Project Manager and issued to all attendees, as well as those other parties designated by the City, no later than three working days after the meeting. Unless approved in advance in writing by each Project Manager and to the greatest extent practicable, Project meetings with the City shall be conducted in the City and County of Denver, Colorado.

4.4 Nothing contained in the Contract Documents shall be deemed to give any third party any claim or right of action against the City, the Design Consultant or the General Contractor that does not otherwise exist without regard to the Contract Documents.

5.0 DISPUTE RESOLUTION:

It is the express intention of the parties to this Construction Contract that all disputes of any nature whatsoever regarding the Construction Contract including, but not limited to, any claims for compensation or damages arising out of breach or default under this Construction Contract, shall be resolved by administrative hearing pursuant to the provisions of Section 56-106, DRMC or, with respect to appropriate issues involving Small Business Enterprise contracting, by Section 28-33, DRMC. The General Contractor expressly agrees that this dispute resolution process is the sole and only dispute resolution mechanism that will be recognized and employed by the parties for any claims put forward by the General Contractor, notwithstanding any other claimed theory of entitlement on the part of the General Contractor or its Subcontractors or Suppliers.

6.0 ADDITIONAL PROVISIONS:

6.1 No Discrimination in Employment. In connection with the performance of the Work under this Construction Contract, the General 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 General Contractor further agrees to insert the foregoing provision in all subcontracts hereunder. Further, the General Contractor agrees to comply with the provisions of Section 28-45 to 28-47, DRMC, and all Rules and Regulations promulgated and adopted by the Manager of Public Works pursuant thereto relating to non-discrimination in employment by contractors, subcontractors and suppliers receiving compensation for work performed on each Project.

6.2 Title to the Work. The parties agree that the City shall have title to all components and aspects of each Project which are in place and title to all materials for which any payment has been made to the General Contractor hereunder.

6.3 Compliance with Minority/Women Owned Business Enterprise Requirements. 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 meet the participation commitment upon which the contract was awarded of 13.62% utilizing properly certified M/WBE subcontractors and suppliers.

6.4 Compliance with Wage Rate Requirements. In performance of all Work hereunder, the General 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, DRMC, including but not limited to all Construction Contract anniversary date wage rate adjustments, and any determinations made by the City pursuant thereto. In accordance with Section 20-76(b), DRMC, the prevailing wage rate schedule applicable to this Construction Contract shall be the most current schedule available at the time the General Contractor executes this Construction Contract and such schedule is attached hereto and incorporated herein as **Exhibit K**. For purposes of establishing a date for prevailing wage rate anniversary adjustments the contract date should be the date of the attached wage rate schedule (**Exhibit K**).

6.5 Disposal of Non-Hazardous Waste at DADS. In accordance with the Landfill Agreement made between the City and Waste Management of Colorado, Inc., proposers 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 proposer 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. Proposers shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

6.6 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.

6.7 Debarred Subcontractors Prohibited. The Contractor is prohibited from hiring any subcontractor currently debarred by the City in accordance with section 20-77 of the Denver Revised Municipal Code.

6.8 Applicability of Laws. This Contract and Agreement between the General 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 in accordance with the laws of the State of Colorado and the Charter, the Revised Municipal Code, Rules, Regulations, Executive Orders and fiscal rules of the

City. As such, the General 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 of the State of Colorado and Federal Laws and Rules and Regulations, which in any manner limit, control or apply to the actions or operations of the General 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, as the same may be amended from time to time, are hereby expressly incorporated into this Construction Contract as if fully set out herein by this reference.

6.9 Appropriation. Notwithstanding any other term, provision, or condition herein, all payment obligations under this Construction Contract shall be limited to the funds appropriated or otherwise made available by the Denver City Council and paid into the Treasury of the City.

The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the General Contractor to exceed the amount appropriated for the Work to be performed in accordance with the Contract Documents 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 payable for such Work to exceed the amount appropriated and encumbered for the Work, unless and until such time as the General Contractor has been advised in writing by the Manager of Parks and Recreation that a lawful appropriation sufficient to cover the entire cost of such additional Work has been made. It shall be the responsibility of the General Contractor to verify that the amounts already appropriated for the Work 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 Agreement, without the proper authorization for such Work, and at the General Contractor's own risk and sole expense.

6.10 Assignment Strictly Prohibited. The General Contractor shall not assign or otherwise transfer, in whole or in part, any of its rights, benefits, claims, obligations, duties or entitlement to monies owed or which may become due under this Construction Contract, except upon the prior written consent and approval of the Manager to such assignment.

6.11 Conflict of Interest. The parties agree that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and the City further agrees not to hire or contract for services with any official, officer or employee of the City or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.9 and 1.2.12.

6.12 Taxes, Charges and Penalties. Except as provided in the City's Prompt Payment ordinance, codified at DRMC Sections 20-107, 20-108 and 20-109, the City

shall not be liable for the payment of any taxes, late charges, interest or penalties of any nature arising out of this Construction Contract.

6.13 Waiver of C.R.S. 13-20-802 et. seq. The Contractor specifically waives all the provisions of Part 8 of Article 20 of Title 13, Colorado Revised Statutes regarding defects in the Work under this Construction Contract.

6.14 Proprietary or Confidential Information.

6.14.1 City Information: The General Contractor understands and agrees that, in performance of this Construction Contract, the General Contractor may have access to private or confidential information that may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. The General Contractor agrees that all information disclosed by the City to the General Contractor shall be held in confidence and used only in performance of the Construction Contract. The General Contractor shall exercise the same standard of care to protect such information as a reasonably prudent General Contractor would to protect its own proprietary data.

6.14.2 General Contractor Information: The parties understand that all the material provided or produced under this Construction Contract may be subject to the Colorado Open Records Act, C.R.S. 24-72-201, et seq., and that in the event of a request to the City for disclosure of such information, the City shall advise the General Contractor of such request in order to give the General Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the General Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material. The General Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the General Contractor's intervention to protect and assert its claims of privilege against disclosure under this Section including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

6.15 Status of General Contractor. It is understood and agreed that the status of the General Contractor shall be that of an independent contractor retained on a contractual basis to perform work or services for limited periods of time, and it is not intended, nor shall it be construed, that the General Contractor, or any member of its staff or any consultant, is an employee or officer of the City for any purpose whatsoever.

6.16 Rights and Remedies Not Waived. No payment or failure to act under the Construction Contract by the City shall constitute a waiver of any breach of covenant or default which may then exist on the part of the General Contractor. No assent,

expressed or implied, by either party to any breach of the Construction Contract shall be held to be a waiver of any default or other breach.

6.17 Notices. Any notices, demands, or other communications required or permitted to be given by any provision of this Construction Contract shall be given in writing, delivered personally or sent by registered mail, postage prepaid and return receipt requested, addressed to the parties at the addresses set forth herein or at such other address as either party may hereafter or from time to time designate by written notice to the other party given in accordance herewith. Notice shall be considered received on the day on which such notice is actually received by the party to whom it is addressed, or the third (3rd) day after such notice is mailed, whichever is earlier. Unless changed in writing, such notices shall be mailed to:

If to the General Contractor:

Orion Specialty Contractors, L.L.C.
P.O. Box 3590
Parker, CO 80134

If to the City:

Manager of Parks and Recreation
City and County of Denver
201 West Colfax, Department 601
Denver, Colorado 80202

With a copy to:

Lisa Perry
Parks and Recreation
4495 Jason Street
Denver, CO 80211

Gordon Robertson, Director
Parks and Recreation, Planning Division
City and County of Denver
201 West Colfax, Department 613
Denver, Colorado 8020

6.18 Survival of Certain Provisions. The parties understand and agree that all terms, conditions and covenants of this Construction Contract, together with the exhibits and attachments hereto, if any, any or all of which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or termination of this Construction Contract (by expiration of the term or otherwise), shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the General Contractor's obligations for the provision of insurance, for indemnity to the City and for preserving confidentiality of trade secrets and other information shall survive for a period equal to any and all

relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

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

6.20 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.

6.21 Severability. It is understood and agreed by the parties hereto that, if any part, term, or provision of this Construction Contract, except for the provisions of this Construction 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 Construction Contract did not contain the particular part, term or provision held to be invalid.

6.22 Counterparts. This Construction Contract will be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which taken together, shall constitute one and the same instrument.

6.23 No Employment of Illegal Aliens. 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").

6.23.1 The Contractor certifies that:

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.

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.

6.23.2 The Contractor also agrees and represents that:

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

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

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

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

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 Contractor will also then 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.

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.

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

6.24 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.

SIGNATURE PAGE TO FOLLOW

REMAINDER OF PAGE INTENTIONALLY BLANK

Contract Control Number: 201100989

Vendor Name: ORION SPECIALTY CONTRACTORS

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:

DOUGLAS J. FRIEDNASH, Attorney
for the City and County of Denver

By _____

By _____

By _____



Contract Control Number: 201100989

Vendor Name: ORION SPECIALTY CONTRACTORS

By: *[Signature]*

Name: Bryan K. GLENN
(please print)

Title: CHIEF OPERATIONS OFFICER
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A

TECHINCAL SPECIFICATIONS

A.1 SCOPE OF WORK:

This proposal is designed to provide firm pricing for work on pools, fountains, decks and floor surfaces at City Recreation Centers. The City does not guarantee a minimum amount of work will be performed under this contract. Work shall be performed only when ordered and scheduled by the Parks Facilities Supervisor or his/her designee.

The contractor shall be required to demonstrate to the City's satisfaction that they are technically proficient and have 3-5 years experience in pool, fountain, deck and floor re-surfacing.

All products and workmanship will be applied according to manufacturers procedures and specifications.

All lines shall be re-painted as currently outlined at the particular pool. Any deviation must be approved in advance and in writing by the Parks Facilities Supervisor or his/her designee.

The contractor will use proposal pricing to bid each individual job requested during the term of the contract.

A.2 TECHNICAL REQUIREMENTS:

1. Painting at the Interior and Exterior Swimming Pools / Fountains as applicable:
 - A. Remove approx.. 95 – 100% of the existing coating down to a solid surface at the interior of the swimming pool. Includes paint removal of the safety border at the exterior perimeter of the swimming pool. Removal to be performed by either abrasive blasting, water blasting or grinding as required for proper surface preparation. Paint removal must be performed in such a manner as to minimize damage to the concrete surfaces of the swimming pools and their decks. Concrete surface preparation must be performed in accordance with paint manufacturers guidelines for concrete and plaster.
 - B. Clean up debris from removal process and dispose of properly.
 - C. Inspect caulk joints at the interior of the swimming pools for joint sealant integrity. Remove and replace as required.
 - D. Check soundness of concrete surfaces prior to washing and painting.
 - E. Wash and rinse the pool surfaces in order to remove contaminants from paint removal. Care must be taken to not wash aggregates , paint chips, or dust into the pool filtration system.
 - F. Allow pool surfaces to dry. Perform a non-intrusive surface moisture test at various locations at the interior of the swimming pool. Also check concrete surface temperature at various locations prior to coating.

- G. Perform approximately 16 hours of labor filling irregularities in concrete with **Tnemec 218 Filler and Surfacer** compound and/or **Sika Top or approved equal**. Includes 3 kits of Surfacer and Filler. Note: Filler areas are to be flat and smooth with adjacent surfaces prior to painting.
 - H. Apply 2-coats of **Tnemec Series 66 "Fountain Blue" (No Substitute)** at the manufacturers recommended rates and application guidelines for immersion of concrete surfaces. Series 161 may be required in order to meet project deadlines. The first coat of paint is the only coat that may be thinned for proper application per Tnemec's installation guidelines.
 - I. Apply depth marks and swim lane graphics at the interior of the pools with **Tnemec Series 66 "Black" (No Substitute)**. Depth marks must be a minimum "6" in height with 2" lettering.
 - J. Apply a locked in sand coat of small silica sand to the step edges with **Tnemec Series 66 "Black" (No Substitute)**, at the required pools for safety.
 - K. Apply a 6" wide break line in **Tnemec Series 66 "Safety Red" (No Substitute)** to the interior of the swimming pool, per each pool's specifications.
 - L. Apply a 6" to 18" sanded non-skid **Tnemec Series 66 "Safety Blue" (No Substitute)** border to the exterior perimeter of the swimming pools, per each pool specification.
 - M. Install non-skid 8" depth marker tiles and the international symbol "No Diving" tiles to the upper deck surfaces at the proper locations per pool specifications. Tiles are to be installed flush with adjacent surfaces. Set Tiles with **Mapei Kerabond/Keralstic or approved equal**, thinset mortar system and grout with **Mapei Ultracolor or approved equal**, premium sanded grout. Installation, setting, grouting and curing are to be performed per manufacturers' instructions.
2. Application of Broadcast quartz aggregate to flooring, surfaces, pools and decks:

Note: Some areas are small and may require a minimum move-in charge in order to cover costs associated with smaller projects. (Bid Item 9F).

- A. Remove the existing floor surface as required at pool decks, locker room area and/or shower areas down to a sound solid surface.
- B. Prep concrete floor surfaces as required by manufacturers' surface flooring system requirements.
- C. Patch irregularities and spalls in concrete.. Excludes sloping of concrete surfaces and patching of large spalls (6" x 6" x 1/2" to 12" x 12" x 1/2").
- D. Install cove base at required locations based upon project specifications.
- E. Install two coats of **NeoGard 70714/70715-01 or approved equal** epoxy resin with colored quartz aggregate. Color of quartz system is to be determined by the City. Flooring system proposed to be installed is **NeoQuartz or approved equal** decorative flooring. Minimum application rates per manufacturers' installation specifications.
- F. Apply 2 coats of **NeoGard 70734/35 or approved equal**, UV stable epoxy top coats at proper rates for a finished surface that is properly suitable for the environment that flooring is installed.
- G. Install non-skid 8" depth marker tiles and the international symbol "No Diving" tiles to the upper deck surfaces at the proper locations per pool specifications.

Tiles are to be installed flush with adjacent surfaces. Set Tiles with **Mapei Kerabond/Keralstic or approved equal**, thinset mortar system and grout with **Mapei Ultracolor or approved equal**, premium sanded grout. Installation, setting, grouting and curing are to be performed per manufacturers' instructions

- H. Install a new vinyl cove base to the perimeter walls.
 - I. Clean up and remove prep and installation debris.
3. Application of **Life Deck Coating or approved equal**, at the exterior concrete pool decks:
- A. Clean concrete deck as required.
 - B. Remove tripping hazards where concrete slabs are lifted and uneven.
 - C. Remove broken concrete slabs, repair and replace with proper mix and strength per City specifications for concrete replacement.
 - D. Prep deck surface per proper International Concrete Repair Institute (ICRI) profile for the application of **Life Deck Coating or approved equal**, per manufacturers' specifications.
 - E. Prep cracks in concrete per manufacturers recommendations.
 - F. Apply prime coat of **Life Deck Specialty Coatings Concrete Primer or approved equal**.
 - G. Apply knock down texture of **Life Deck Decorative Coating Concrete Coating Texture Crete System or approved equal**, to pool deck surfaces. Color of system to be approved by the City. Care must be taken with application of system to achieve a non-slip system for public safety.
 - H. Apply two-seal coats of the manufacturers' standard color of sealer to concrete deck.
 - I. Apply manufacturers' exterior urethane sealer to traffic areas by the bathhouse and where vehicles can drive on the pool deck surfaces.
 - J. Caulk open cracks, control joints, isolation joints and expansion joints in the concrete deck surface with proper polyurethane sealant.

EXHIBIT B

**GENERAL
CONTRACT
CONDITIONS**

**(INCORPORATED
BY REFERENCE
ONLY)**

EXHIBIT

C

**WORK ORDER
FORM**

WORK ORDER

On Call _____ Construction Services Program
DEPARTMENT OF PUBLIC WORKS AND DEPARTMENT OF PARKS AND RECREATION

Project Number: _____/Contract Control
Number _____

CONTRACTOR:	PROJECT NAME:
VENDOR ID:	PROJECT ID:
WORK ORDER NO.:	FUND / ORG:
PROJECT SOLICITATION:	PROJECT MANAGER/PHONE:
:	

1. Pursuant to Project Proposal Solicitation No. _____, dated _____, 20____, award is hereby made and it is hereby mutually agreed that when this WORK ORDER has been signed by the City and the Contractor, the following described Scope of Work shall be satisfactorily performed by the Contractor in accordance with all Contract Documents and as herein stipulated and agreed:

All Work described in:

1. Project Proposal Solicitation No. _____, dated _____, 20____ and attachments.
2. Project Bid Form No. _____, submitted by the Contractor on _____, 20____.

Attached hereto and incorporated herein by this reference.

2. The Contractor agrees 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 this Work Order, in conformity with the requirements of the Contract, the Contract Documents and the above referenced Project assignment documents for the following consideration:

Contract Amount: [Expressed as a lump sum in words and figures]

The City agrees to pay to the Contractor, the Contract Amount above set forth, for the performance of all of the Work required under this Work Order and the Contractor agrees to accept said compensation as its full, complete and only consideration, compensation, payment and satisfaction therefore.

3. The Contractor agrees 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 this Work Order, in conformity with the requirements of the Contract, the Contract Documents and the above referenced Project assignment documents within the following period of performance:

Contract Time: [Expressed in calendar Days]. Completion Date: [Expressed by day, month and year]

Failure to substantially complete the Work in the Contract Time above set forth, as the same may be extended by duly authorized Work Order Changes, shall result in the Contractor becoming liable to the City for liquidated damages on that Project, and not as a penalty, at the rate of Five Hundred Dollars (\$500.00) or such other amount [Expressed as a lump sum in words and figures] as may be specified herein for each Day that the Contractor exceeds the time limits herein specified.

Contractor:

Agreed to and Accepted for Contractor by: _____ Title _____ Date _____

DEPARTMENT OF PARKS AND RECREATION

I have verified that funds are available and have been encumbered to pay the Contractor for the Work to be performed under this WORK ORDER.

By Parks and Recreation - Administrative or Budget Office _____ Date _____

COST SUMMARY FOR CONTRACT NO. OC92211
(By Contract Manager)

Previous Work Orders
 Previous Work Order Change Additions
 SUB-TOTAL
 Previous Work Order Change Deductions
 Net Prior to this Work Order
 This Work Order - Add <Deduct>
TOTAL ON- CALL CONTRACT
AMOUNT ENCUMBERED TO DATE:

APPROVALS

Approved as to Form by Assistant City Attorney _____ Date _____

Approved by Director of _____ Date _____
 Division of Small Business Opportunity

Approved by Manager of Parks and Recreation _____ Date _____

Approved by Parks and Recreation, Director _____ Date _____
 of Planning

Approved by Project Manager _____ Date _____

NOTE: No persons shall authorize or perform any of the above until the Work Order has all signatures and has been distributed and the Project Manager issues a Work Order Notice to Proceed.

DISTRIBUTION: Auditor, Contract Administration, Parks and Recreation, DSBO, Consultant, Contractor, and Capital Projects Division.

EXHIBIT

D

**WORK
ORDER
NOTICE TO
PROCEED**

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

Current Date

Name
Company
Street
City/State/Zip

PROJECT NAME: On-Call _____ **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,

Kevin Patterson
Manager of Parks and Recreation

cc: Auditor
G. Robertson, Parks & Recreation
Project Manager
Contract Administration
DSBO

EXHIBIT

E

**WORK
ORDER
FINAL
RECEIPT**

CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
Capital Projects Management Division/Parks & Recreation Planning Division

On-Call _____ Construction Services Program

Project No. _____

WORK ORDER NO. _____

FINAL RECEIPT
(SAMPLE)

Denver, Colorado _____, 20__.

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 Work Order, _____ dollars and

_____ cents (\$_____), in cash, being the remainder of the full amount accruing to the undersigned by virtue of said Work Order; said cash also covering and including full payment for the cost of all extra work and material 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 from any and all claims or demands whatsoever, regardless of how denominated, growing out of said Work Order.

And these presents are to certify that all persons performing work upon or furnishing materials for said improvements under the foregoing Work Order have been paid in full.

CONTRACTOR

By: _____

Title: _____

cc: Auditor
Contract Administration
G. Robertson, Parks & Recreation
Project Manager
Contract Administration
DSBO



Wells Fargo Bank, N.A.
 U. S. Trade Services
 Standby Letters of Credit
 MAC A0195-212
 One Front Street, 21st Floor
 San Francisco, California 94111
 Phone: 1(800) 798-2815 Option 1
 E-Mail: sfrade@wellsfargo.com

Irrevocable Standby Letter Of Credit

Number : IS0001110
 Issue Date : June 23, 2011

BENEFICIARY 1

THE CITY AND COUNTY OF DENVER
 ATTN: ROBERT WHEELER
 DEPARTMENT OF LAW, MUNICIPAL OPERATIONS
 201 WEST COLFAX AVE, DEPT. 121207
 DENVER, COLORADO 80202

APPLICANT 1

ORION SPECIALTY CONTRACTORS, LLC.
 6588 EAST PONDEROSA DRIVE
 PARKER, COLORADO 80138

Letter of Credit Issue Amount USD 50,000.00 Expiry Date July 31, 2012

Ladies and Gentlemen:

At the request and for the account of the above referenced applicant, we hereby issue our Irrevocable Standby Letter of Credit (the "Wells Credit") in your favor in the amount of Fifty Thousand and 00/100 US \$50,000.00 available with us at our above office by payment against presentation of the following documents:

1. A draft drawn on us at sight marked "Drawn under Wells Fargo Bank, N.A. Standby Letter of Credit No. IS0001110."
2. The original of this Standby Letter of Credit and any amendments thereto.
3. Beneficiary's signed and dated statement worded as follows (with the instructions in brackets therein complied with):

"The undersigned, an authorized representative of the beneficiary of Wells Fargo Bank Letter of Credit No. IS0001110, hereby certifies that Orion Specialty Contractors, L.L.C. has failed to perform as required under contract no: Pool Paint Rep. 0380A between the City and County of Denver (The "City") and Orion Specialty Contractors, L.L.C. (The "Contractor") and we draw on this credit due to such failure. The nature of the failure is as follows: [Specific Failure to pay all amounts owed to laborers, mechanics, subcontractors, and materialmen for work performed or materials, supplies, rental items, tools, and equipment provided for the work under this contract and/or the repair or replacement of any work found to be defective or otherwise not in compliance with this contract to be stated]."

In the event of partial drawings where multiple drawings are not prohibited, Wells Fargo Bank, N.A. shall endorse the original of this Letter of Credit and return it to the beneficiary.

This Letter of Credit expires at our above office on July 31, 2012. It is a condition of this Letter of Credit that such expiration date shall be deemed automatically extended, without written amendment, for one year

Together we'll go far





periods to July 31 in each succeeding calendar year, unless at least 30 days prior to such expiration date we send written notice to you at your address above by overnight courier or registered mail that we elect not to extend the expiration date of this Letter of Credit beyond the date specified in such notice. In no event shall this Letter of Credit be extended beyond July 31, 2014 which will be considered the final expiration date. Any reference to a final expiration date does not imply that we are obligated to extend the expiration date beyond the initial or any extended date thereof.

Upon our sending you such notice of the non-extension of the expiration date of this Letter of Credit, you may draw under this Letter of Credit, on or before the Expiration Date specified in such notice, by presentation of the following documents to us at our above address:

1. A draft drawn on us at sight marked "Drawn under Wells Fargo Bank, N.A. Standby Letter of Credit No. IS0001110."
2. The original of this Standby Letter of Credit and any amendments thereto.
3. Your signed and dated statement worded as follows (with the instructions in brackets therein complied with):

The undersigned, an authorized representative of the beneficiary of Wells Fargo Bank, N. A. Letter of Credit No. IS0001110, hereby certifies that it has received notification from Wells Fargo Bank, N.A. that this letter of credit will not be extended past its current expiration date. The undersigned further certifies that (i) as of the date of this statement, it has not received a letter of credit or other instrument acceptable to it as a replacement; and (ii) Orion Specialty Contractors, L.L.C. has not been released from its obligations."

If any instructions accompanying a drawing under this Letter of Credit request that payment is to be made by transfer to an account with us or at another bank, we and/or such other bank may rely on an account number specified in such instructions as that of the beneficiary's without any further validation.

We hereby engage with you that each draft drawn under and in compliance with the terms and conditions of this Letter of Credit will be duly honored if presented together with the documents specified in this Letter of Credit at our office located at One front Street, 21st Floor MAC A0195 - 212, San Francisco, CA. 94111, Attention: US Trade Services - Standby Letters of Credit on or before the above stated expiry date, or any extended expiry date if applicable.

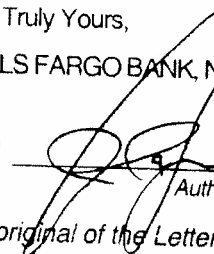
This Irrevocable Standby Letter of Credit sets forth in full the terms of our undertaking. This undertaking is independent of and shall not in any way be modified, amended, amplified or incorporated by reference to any document, contract or agreement referenced herein other than the stipulated ICC rules and governing laws.

Except as otherwise expressly stated herein, this Standby Letter of Credit is subject to The International Standby Practice 1998, International Chamber of Commerce Publication No. 590.

Very Truly Yours,

WELLS FARGO BANK, N.A.

By:


JUDY TAM-YEE
TRADE SERVICES OFFICER
Authorized Signature

The original of the Letter of Credit contains an embossed seal over the Authorized Signature.





Please direct any written correspondence or inquiries regarding this Letter of Credit, always quoting our reference number, to Wells Fargo Bank, National Association, Attn: U.S. Standby Trade Services

at either One Front Street
MAC A0195-212,
San Francisco, CA 94111

or 401 Linden Street
MAC D4004-017,
Winston-Salem, NC 27101

Phone inquiries regarding this credit should be directed to our Standby Customer Connection Professionals

1-800-798-2815 Option 1	1-800-776-3862 Option 2
(Hours of Operation: 8:00 a.m. PT to 5:00 p.m. PT)	(Hours of Operation: 8:00 a.m. EST to 5:30 p.m. EST)



EXHIBIT

G

**FINAL/PARTIAL
LIEN RELEASE
FORM**

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

On-Call _____	Program _____	Date: _____, 20__.
(CITY PROJECT NAME)		
Project ID _____	/ OC 92211	Subcontract #: _____
(CITY PROJECT NUMBER)		
_____ (NAME OF CONTRACTOR)		
_____ (NAME OF SUBCONTRACTOR/SUPPLIER)		Subcontract Value: \$ _____
Check Applicable Box:		Last Progress Payment: \$ _____
[] MBE [] WBE		Date: _____
		Total Paid to Date: \$ _____
		Date of Last Work: _____

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: _____

EXHIBIT

H

**CONTRACTORS ON-CALL
WORK ORDER
CERTIFICATION
OF PAYMENT**

FORM



--

City and County of Denver

Office of Economic Development

Compliance Unit

201 W. Colfax Ave., Dept. 907

Denver, CO 80202

Phone: 720.913.1999

Fax: 720.913.1803

Contractor's Certification of Payment (CCP)

Pay Application #:
Pay Period:
Amount Requested: \$

Project #:
Project Name:

Current Completion Date:
Percent Complete:
Prepared By:

Contractor:
Phone:
Project Manager:

1) - Original Contract Amount: \$

(I) - Current Contract Amount: \$

A
B
C
D
E
F
G
H

Prime/Subcontractor/Supplier Name

MBE WBE

Original Contract Amount

% Bid (A/I)

Current Contract Amount including Amendments

% Revised (C/I)

Requested Amount this Pay Application

Amount Paid
Previous Pay
Application #

Net Paid To Date
Paid % Achieved (G/II)

Contractor

The undersigned certifies that the information contained in this document is true, accurate and that the payments shown have been made to all subcontractors and suppliers used on this project and listed herein.
Prepared By (Signature):
Date:

Page of



Office of Economic Development

Division of Small Business Opportunity Compliance I
201 West Colfax Avenue, Dept. 907
Denver, CO

80202

1999

1803

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

Phone: 720-913-

Fax: 720.913-

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

I

WORK ORDER CHANGE FORM

WORK ORDER CHANGE

On Call _____ Program

DEPARTMENT OF PUBLIC WORKS AND DEPARTMENT OF PARKS AND RECREATION

PROJECT ID RZ13203_526

CONTRACT NO. OC 92211

DEPARTMENT OF PUBLIC WORKS-CITY & COUNTY OF DENVER-201 W. COLFAX AVE. DEPT 505-DENVER, CO 80202-720.913.8800 FAX720.913.8801

CONTRACTOR: PROJECT NAME:
VENDOR ID: PROJECT ID:
WORK ORDER NO.: FUND / ORG:
PROJECT PROPOSAL SOLICITATION.: PROJECT MANAGER/PHONE :
:

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

Modifications to the Contract as described in Project Proposal Solicitation No. _____, dated _____.

The additional sum, as indicated herein below, constitutes full, complete and only consideration, compensation, payment and satisfaction to the Contractor for the above described modifications to the Work Order Scope of Work, and the Contractor hereby agrees to accept this compensation and make no further claims, demands, or requests of any kind whatsoever for further monies, extensions of time, other consideration for the above described modifications to the Work Order.

THE CONTRACTOR AGREES to furnish all material and labor, tools, supplies, equipment, materials, effort, and everything required to satisfactorily perform and timely complete the above described modifications in accordance with all requirements for Work covered by the Work Order, except as otherwise stipulated herein, for the following consideration:

Add to / Deduct from the Work Order Contract Amount, the sum of _____ Dollars (\$ _____).

Increase / Decrease the Work Order Contract Time by _____ Calendar days. Modified Completion Date: _____

Contractor:

Agreed to and Accepted for Contractor by: _____ Title _____ Date _____

WORK ORDER NO. _____ COST SUMMARY (By Project Manager)

Original Work Order Amount	\$ _____
Previous Work Order Modification Additions	\$ _____
SUB-TOTAL	\$ _____
Previous Work Order Modification Deductions	\$ _____
Net Prior to this Work Order Change	\$ _____
This Work Order Change - Add <Deduct>	\$ _____
REVISED TOTAL WORK ORDER AMOUNT	\$ _____

CONTRACT NO. OC92211 COST SUMMARY (By Contract Manager)

Total of All Work Orders Issued to Date	\$ _____
Total Previous Work Order Modification Additions	\$ _____
All Work Orders	\$ _____

DEPARTMENT OF PARKS AND RECREATION

I have verified that funds are available and have been encumbered to pay the Contractor for the Work to be performed under this WORK ORDER CHANGE.

By Parks and Recreation - Administrative or Budget Office Date _____

APPROVALS

Approved by Director of _____ Date _____
Small Business Opportunity Division

Approved by Manager of Parks and Recreation _____ Date _____

SUB-TOTAL \$ _____
 Total Previous Work Order Change Deductions
 All Work Orders \$ _____
 Net Contract Amount Prior to this
 Work Order Change \$ _____
 This Work Order Change - Add <Deduct> \$ _____
TOTAL CONTRACT AMOUNT \$ _____

Approved by Parks and Recreation, Director
 of Planning _____ Date _____
 Approved by Project Manager _____ Date _____

NOTE: . No persons shall
 authorize or perform any of
 the above until the Work
 Order has all signatures and
 has been distributed and the
 Project Manager issues a
 Work Order Notice to
 Proceed.

DISTRIBUTION: Auditor, Contract Administration, Parks and Recreation, DSBO, Consultant, Contractor, and Capital Projects Division

ITEM	PR NO.	DESCRIPTION	COST	BASIS(*)

BASIS OF CHANGE

- A Using Agency Request
- C Contractor Request
- D Design Consultant Request
- F Field Condition
- X-___ other: _____
- X-___ other: _____

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2011

PRODUCER
Gibson Agency
 5181 Ward Rd. #207
 Wheat Ridge, CO 80033
 303-422-1844

INSURED
Orion Specialty Contractors
European Design Works, Inc.
 PO Box 3590
 Parker, CO 80134
 720-922-8897

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: The Charter Oak Fire Insurance Company
 INSURER B: **Truck Insurance Exchange**
 INSURER C: **Farmers Insurance Exchange**
 INSURER D:
 INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	I-680-0338C532-COF	08/23/11	08/23/12	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/OP AGG	\$ 2,000,000
C		AUTOMOBILE LIABILITY	60467-53-46	08/23/11	08/23/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALLOWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
		EXCESS/UMBRELLA LIABILITY				AGG	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE	\$
		<input type="checkbox"/> DEDUCTIBLE				AGGREGATE	\$
		<input type="checkbox"/> RETENTION \$					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	A0409-73-66	02/01/11	02/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$ 500,000
		OTHER				E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City and County of Denver, its elected and appointed officials, employees and volunteers are named as additional insured with regards to the Commercial General Liability policy and Business Automobile Liability policy.

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver
 201 West Colfax Ave Dept. 304
 Denver, CO 80202
 fax: 720-913-0792

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE: *Robert J. Gibson*

EXHIBIT K

Prevailing Wage Rates: CSA

Date of issue: 10-22-10 Mod # 92

Date of publication: 10-22-10

Craft	Rate	Fringe	Total	OT/hr	Overtime
Appliance Mechanic <i>* Plus 10% shift differential 6:00PM- 6:00AM</i>	\$ 22.340	\$ 5.82	\$ 28.160	\$33.510	\$ 39.330
Baggage Handling System Maint.:					
Entry Support Mechanic	\$ 15.260	\$ 5.26	\$ 20.520	\$22.890	\$ 28.150
Machinery Maintenance Mechanic	\$ 19.330	\$ 5.73	\$ 25.060	\$28.995	\$ 34.725
Controls System Technician <i>* Plus 10% shift differential 6:00PM- 6:00AM</i>	\$ 24.900	\$ 6.37	\$ 31.270	\$37.350	\$ 43.720
Building Engineer	\$ 28.820	\$ 6.68	\$ 35.500	\$43.230	\$ 49.910
Fuel Handler Series:					
Fuel Dist. System Operator	\$ 18.970	\$ 5.69	\$ 24.660	\$28.455	\$ 34.145
Lead Fuel Dist. System Operator	\$ 19.830	\$ 5.79	\$ 25.620	\$29.745	\$ 35.535
Fuel Dist. System Mechanic	\$ 23.460	\$ 6.21	\$ 29.670	\$35.190	\$ 41.400
Lead Fuel Dist. System Mechanic <i>* Plus 10% shift differential 6:00PM- 6:00AM</i>	\$ 23.530	\$ 6.18	\$ 29.710	\$35.295	\$ 41.475
Custodians:					
Custodian I- Single	\$ 12.080	\$ 3.61	\$ 15.690	\$18.120	\$ 21.730
Custodian I- 2-Party	\$ 12.080	\$ 5.10	\$ 17.180	\$18.120	\$ 23.220
Custodian I- Family	\$ 12.080	\$ 6.31	\$ 18.390	\$18.120	\$ 24.430
Custodian II- Single	\$ 12.430	\$ 3.67	\$ 16.100	\$18.645	\$ 22.315
Custodian II- 2-Party	\$ 12.430	\$ 5.15	\$ 17.580	\$18.645	\$ 23.795
Custodian II- Family	\$ 12.430	\$ 6.37	\$ 18.800	\$18.645	\$ 25.015
<i>*Shift Differential: 2nd Shift= + \$.50/hr.</i>					
<i>*Parking: employees reimbursed actual monthly cost w/receipt</i>					
<i>*RTD Bus Pass: Employer will provide bus pass or pay \$.11/hr. travel differential.</i>					
<i>Shift Differential 3rd Shift (10:31pm-6:30am)= \$1.00/hour</i>					
<i>*Overtime: 1.5 x basic rate in excess of 7.5 hrs. daily or 37.5 hrs. weekly</i>					
<i>*As of this wage date-- Employers may pay single rate to custodians for contracts after this date (see wage determination).</i>					
Furniture Movers:					
Laborer/ Helper	\$ 17.360	\$ 5.50	\$ 22.860	\$26.040	\$ 31.540
Driver/ Packer	\$ 17.430	\$ 5.51	\$ 22.940	\$26.145	\$ 31.655
Lead Worker	\$ 18.220	\$ 5.60	\$ 23.820	\$27.330	\$ 32.930
Landside Parking Electronics Technician <i>*Plus 10% shift differential 6PM- 6AM:</i>	\$ 22.140	\$ 6.05	\$ 28.190	\$33.210	\$ 39.260
Landside Parking Electronics Technician, PM	\$ 24.354	\$ 6.05	\$ 30.404	\$36.531	\$ 42.581
Sign Erector	\$ 20.190	\$ 3.80	\$ 23.990	\$30.285	\$ 34.085
Teledata Technician	\$ 31.040	\$ 6.93	\$ 37.970	\$46.560	\$ 53.490
Tile Setter/ Terrazzo/ Marble Masons:					
Finishers, Floor/Base Grinders (Tile-Marble)	\$ 18.450	\$ 8.98	\$ 27.430	\$27.675	\$ 36.655
Transit Technicians:					
Transit Tech- Entry	\$ 21.750	\$ 5.86	\$ 27.610	\$32.625	\$ 38.485
Transit Tech- Senior	\$ 23.780	\$ 6.09	\$ 29.870	\$35.670	\$ 41.760
Transit Tech- Lead	\$ 24.860	\$ 6.22	\$ 31.080	\$37.290	\$ 43.510
Elevator Mechanic/ Repairer (< 5yrs.)	\$ 36.940	\$ 23.59	\$ 60.530	\$55.410	\$ 79.000
Elevator Mechanic/ Repairer (> 5yrs.)	\$ 36.940	\$ 24.33	\$ 61.270	\$55.410	\$ 79.740
<i>plus 8% Shift differential for second shift and 10% for the third shift straight time work providing that 50% of work occurred on such shift</i>					
Tree Trimmers	\$ 16.770	\$ 2.48	\$ 19.250	\$25.155	\$ 27.635
Window Cleaner- Single	\$ 20.450	\$ 6.43	\$ 26.880	\$30.675	\$ 37.105
Window Cleaner- 2-Party	\$ 20.450	\$ 8.15	\$ 28.600	\$30.675	\$ 38.825
Window Cleaner- Family	\$ 20.450	\$ 8.93	\$ 29.380	\$30.675	\$ 39.605
<i>*Night Differential= + \$.75/hr. (11PM- 7AM)</i>					
<i>*Parking: employees reimbursed actual monthly cost w/receipt</i>					
<i>*Lead Work= \$1.25/hr. above highest pay under supervision</i>					
<i>*High Work= \$1.75/hr. (21 ft. or more from ground/base to cleaning surface)</i>					
<i>*Journey training apprentice = \$.25/hr.</i>					
<i>*As of this wage date-- Employers may pay single rate to custodians for contracts after this date (see wage determination).</i>					
<i>*Overtime= 1.5 times the basic rate of pay in excess of 7.5 hours worked per day or 37.5 hours worked per week</i>					
<i>*ECOPASS = Employer will provide employees with the ECOPASS</i>					

Prevailing Wage Rates: Building

Date of issue: 10-15-10 Mod # 9

Date of publication: 10-08-10

General Decision #CO080004

<u>Craft</u>	<u>Rate</u>	<u>Fringe</u>	<u>Total</u>	<u>OT/hr</u>	<u>Overtime</u>
Asbestos Worker/Insulator	\$24.740	\$11.130	\$35.870	\$37.110	\$ 48.240
Bricklayer	\$22.480	\$ 9.540	\$32.020	\$33.720	\$ 43.260
Tile Setter	\$25.850	\$ 8.830	\$34.480	\$38.475	\$ 47.305
Carpenter (Acous/Drywall Hanging/Frami	\$26.600	\$ 8.890	\$35.490	\$39.900	\$ 48.790
Millwright	\$27.600	\$10.650	\$38.250	\$41.400	\$ 52.050
Electrician	\$31.600	\$12.320	\$43.920	\$47.400	\$ 59.720
Elevator Constructor	\$36.940	\$20.240	\$57.180	\$55.410	\$ 75.650
Power Equipment Operator-Cranes:					
141 tons & over	\$24.880	\$ 9.220	\$34.100	\$37.320	\$ 46.540
50 tons & under	\$23.820	\$ 9.220	\$33.040	\$35.730	\$ 44.950
51-90 tons	\$23.970	\$ 9.220	\$33.190	\$35.955	\$ 45.175
91-140 tons	\$24.120	\$ 9.220	\$33.340	\$36.180	\$ 45.400
Ironworker, Structural	\$24.800	\$ 9.910	\$34.710	\$37.200	\$ 47.110
Laborers: Concrete/Mason tenders	\$16.520	\$ 6.840	\$23.360	\$24.780	\$ 31.620
Drywall Finisher/Taper:					
Hand	\$19.190	\$ 5.590	\$24.780	\$28.785	\$ 34.375
Tool	\$19.540	\$ 5.590	\$25.130	\$29.310	\$ 34.900
Painters:					
Brush & Roller	\$18.490	\$ 5.590	\$24.080	\$27.735	\$ 33.325
Spray	\$19.490	\$ 5.590	\$25.080	\$29.235	\$ 34.825
Paperhanger	\$19.190	\$ 5.590	\$24.780	\$28.785	\$ 34.375
Glazier	\$27.950	\$ 7.100	\$35.050	\$41.925	\$ 49.025
Cement Mason/Concrete Finisher	\$24.600	\$10.100	\$34.700	\$36.900	\$ 47.000
Plumber (excluding HVAC)	\$33.370	\$10.350	\$43.720	\$50.055	\$ 60.405
Pipefitter (including HVAC Pipe)	\$33.300	\$10.520	\$43.820	\$49.950	\$ 60.470
Sprinkler Fitter	\$32.760	\$18.850	\$49.610	\$49.140	\$ 65.990
Sheet Metal Worker	\$32.160	\$11.710	\$43.870	\$48.240	\$ 59.950
Carpenter (All Other Work)	\$16.120	\$ 2.840	\$18.960	\$24.180	\$ 27.020
Ironworker, Reinforcing	\$18.490	\$ 3.870	\$22.360	\$27.735	\$ 31.605
Laborers:					
Brick Finisher/Tender	\$12.780	\$ 1.410	\$14.190	\$19.170	\$ 20.580
Common	\$10.620	\$ 2.090	\$12.710	\$15.930	\$ 18.020
Power Equipment Operator-Mechanic:	\$18.480		\$18.480	\$27.720	\$ 27.720
Supplemental:					
Boilermakers	\$21.340	\$11.040	\$32.380	\$32.010	\$ 43.050
Power Equipment Operators:					
Concrete Mixer (less than 1yd.)	\$19.220	\$ 5.170	\$24.390	\$28.830	\$ 34.000
Concrete Mixer (more than 1 yd.)	\$19.370	\$ 5.170	\$24.540	\$29.055	\$ 34.225
Driller	\$19.220	\$ 5.170	\$24.390	\$28.830	\$ 34.000
Loader over 6 yd.	\$19.370	\$ 5.170	\$24.540	\$29.055	\$ 34.225
Oiler	\$18.520	\$ 5.170	\$23.690	\$27.780	\$ 32.950
Soft Floor Layer	\$15.700	\$ 5.190	\$20.890	\$23.550	\$ 28.740
Laborer: Concrete Saw	\$13.890		\$13.890	\$20.835	\$ 20.835
Plasterer	\$16.100		\$16.100	\$24.150	\$ 24.150
Plaster Tender	\$10.790		\$10.790	\$16.185	\$ 16.185
Power Equipment Operators:					
Backhoe	\$13.840	\$ 2.960	\$16.800	\$20.760	\$ 23.720
Loader (up to & inc. 6 yd.)	\$14.150	\$ 3.030	\$17.180	\$21.225	\$ 24.255
Motor Grader	\$14.480	\$ 3.490	\$17.970	\$21.720	\$ 25.210
Roller	\$14.590		\$14.590	\$21.885	\$ 21.885
Truck Drivers:					
Dump Truck (6-14 yds.)	\$13.050	\$ 3.490	\$16.540	\$19.575	\$ 23.065
Dump Truck (15-29 yds.)	\$13.120	\$ 3.490	\$16.610	\$19.680	\$ 23.170
Flatbed	\$14.710	\$ 2.940	\$17.650	\$22.065	\$ 25.005
Semi	\$13.850		\$13.850	\$20.775	\$ 20.775
Owner/Operator	\$ -	\$ -	\$ -	\$ -	\$ -

<u>Supplemental:</u>						
Millwrights	\$ 22.22	5.840	28.060		\$ 33.330	\$ 39.170
Line Construction:						
Cable Splicer	\$ 26.06	7.347	33.407		\$ 39.090	\$ 46.437
Lineman, Gas Fitter/Welder	\$ 26.56	7.446	34.006		\$ 39.840	\$ 47.286
Line Equip. Operator/ Line Truck Crew	\$ 20.73	6.294	27.024		\$ 31.095	\$ 37.389
Groundman	\$ 13.64	4.894	18.534		\$ 20.460	\$ 25.354
Power Equipment Operators:						
Group 1	\$ 18.52	5.170	23.690		\$ 27.780	\$ 32.950
Group 2	\$ 18.87	5.170	24.040		\$ 28.305	\$ 33.475
Group 3	\$ 19.22	5.170	24.390		\$ 28.830	\$ 34.000
Group 4	\$ 19.37	5.170	24.540		\$ 29.055	\$ 34.225
Group 5	\$ 19.52	5.170	24.690		\$ 29.280	\$ 34.450
Group 6	\$ 19.67	5.170	24.840		\$ 29.505	\$ 34.675
Group 7	\$ 20.43	5.170	25.600		\$ 30.645	\$ 35.815
Ironworker, Ornamental	\$ 21.00	7.360	28.360		\$ 31.500	\$ 38.860
Laborers:						
Group 1	\$ 11.75	3.640	15.390		\$ 17.625	\$ 21.265
Group 2	\$ 15.10	3.640	18.740		\$ 22.650	\$ 26.290
Group 3	\$ 15.60	3.640	19.240		\$ 23.400	\$ 27.040
Laborer: Removal of Asbestos, Toxics	\$ 18.45	3.640	22.090		\$ 27.675	\$ 31.315
Truck Drivers:						
Group 1	\$ 14.21	5.270	19.480		\$ 21.315	\$ 26.585
Group 2	\$ 14.93	5.270	20.200		\$ 22.395	\$ 27.665
Group 3	\$ 15.27	5.270	20.540		\$ 22.905	\$ 28.175
Group 4	\$ 15.80	5.270	21.070		\$ 23.700	\$ 28.970
Group 5	\$ 16.45	5.270	21.720		\$ 24.675	\$ 29.945
Group 6	\$ 17.25	5.270	22.520		\$ 25.875	\$ 31.145
Owner/Operator	\$ -	0.000	0.000		\$ -	\$ -

Prevailing Wage Rates: Heavy

Date of issue: 12-10-10 Mod # 14

Date of publication: 12-03-10

General Wage Decision: CO080012

<u>Craft</u>	<u>Rate</u>	<u>Fringe</u>	<u>Total</u>	<u>Ot/hr</u>	<u>Overtime</u>
Asbestos Worker/Insulator	\$ 24.74	11.130	35.870	\$ 37.110	\$ 48.240
Bricklayer	\$ 22.48	9.540	32.020	\$ 33.720	\$ 43.260
Electrician	\$ 31.60	12.320	43.920	\$ 47.400	\$ 59.720
Line Construction:					
Cable Splicer	\$ 28.65	8.689	37.339	\$ 42.975	\$ 51.664
Equipment Operator Underground	\$ 25.06	7.945	33.005	\$ 37.590	\$ 45.535
Groundman	\$ 20.48	8.385	28.865	\$ 30.720	\$ 39.105
Line Equipment Operator	\$ 25.74	9.318	35.058	\$ 38.610	\$ 47.928
Lineman	\$ 35.81	12.180	47.990	\$ 53.715	\$ 65.895
Power Equipment Operators:					
Blade: Finish	\$ 23.97	9.220	33.190	\$ 35.955	\$ 45.175
Blade: Rough	\$ 23.67	9.220	32.890	\$ 35.505	\$ 44.725
Bulldozer	\$ 23.67	9.220	32.890	\$ 35.505	\$ 44.725
Cranes: 50 tons & under	\$ 23.82	9.220	33.040	\$ 35.730	\$ 44.950
Cranes: 51-90 tons	\$ 23.97	9.220	33.190	\$ 35.955	\$ 45.175
Cranes: 91-140 tons	\$ 24.12	9.220	33.340	\$ 36.180	\$ 45.400
Cranes: 141 tons & over	\$ 24.88	9.220	34.100	\$ 37.320	\$ 46.540
Forklift	\$ 23.32	9.220	32.540	\$ 34.980	\$ 44.200
Mechanic	\$ 25.97	9.220	35.190	\$ 38.955	\$ 48.175
Oiler	\$ 22.97	9.220	32.190	\$ 34.455	\$ 43.675
Scraper (Single bowl under 40 yds.)	\$ 23.82	9.220	33.040	\$ 35.730	\$ 44.950
Scraper (Single or Tandem over 40)	\$ 23.97	9.220	33.190	\$ 35.955	\$ 45.175
Trackhoe	\$ 23.82	9.220	33.040	\$ 35.730	\$ 44.950
Ironworker, Structural	\$ 24.80	12.120	36.920	\$ 37.200	\$ 49.320
Laborer: Pipelayer	\$ 18.68	6.780	25.460	\$ 28.020	\$ 34.800
Plumber	\$ 33.37	10.350	43.720	\$ 50.055	\$ 60.405
Pipefitter	\$ 33.30	10.520	43.820	\$ 49.950	\$ 60.470
Sheet Metal Worker	\$ 32.16	11.710	43.870	\$ 48.240	\$ 59.950
Boilermaker	\$ 17.60		17.600	\$ 26.400	\$ 26.400
Carpenters:					
Form Building & Setting	\$ 16.97	2.740	19.710	\$ 25.455	\$ 28.195
All Other Work	\$ 15.14	3.370	18.510	\$ 22.710	\$ 26.080
Cement Mason/Concrete Finisher	\$ 17.31	2.850	20.160	\$ 25.965	\$ 28.815
Ironworker, Reinforcing	\$ 18.83	3.900	22.730	\$ 28.245	\$ 32.145
Laborers:					
Common	\$ 11.22	2.920	14.140	\$ 16.830	\$ 19.750
Flagger	\$ 8.91	3.800	12.710	\$ 13.365	\$ 17.165
Landscape	\$ 12.56	3.210	15.770	\$ 18.840	\$ 22.050
Painters: Brush, Roller & Spray	\$ 15.81	3.260	19.070	\$ 23.715	\$ 26.975
Power Equipment Operators:					
Backhoe	\$ 16.36	2.480	18.840	\$ 24.540	\$ 27.020
Front End Loader	\$ 17.24	3.230	20.470	\$ 25.860	\$ 29.090
Skid Loader	\$ 15.37	4.410	19.780	\$ 23.055	\$ 27.465
Truck Driver: Pickup Truck	\$ 14.21	5.270	19.480	\$ 21.315	\$ 26.585
Truck Driver: Tandem/Semi & Water	\$ 14.93	5.270	20.200	\$ 22.395	\$ 27.665

Prevailing Wage Rates: CSA

Date of issue: 01-21-11 Mod # 93

Date of publication: 01-21-11

Craft	Rate	Fringe	Total	OT/hr	Overtime
Appliance Mechanic	\$ 22.34	\$ 5.82	\$ 28.16	\$ 33.51	\$ 39.33
* Plus 10% shift differential 6:00PM- 6:00AM					
Baggage Handling System Maint.:					
Entry Support Mechanic	\$ 15.26	\$ 5.26	\$ 20.52	\$ 22.89	\$ 28.15
Machinery Maintenance Mechanic	\$ 19.33	\$ 5.73	\$ 25.06	\$ 29.00	\$ 34.73
Controls System Technician	\$ 24.90	\$ 6.37	\$ 31.27	\$ 37.35	\$ 43.72
* Plus 10% shift differential 6:00PM- 6:00AM					
Building Engineer	\$ 28.82	\$ 6.68	\$ 35.50	\$ 43.23	\$ 49.91
Fuel Handler Series:					
Fuel Dist. System Operator	\$ 18.97	\$ 5.69	\$ 24.66	\$ 28.46	\$ 34.15
Lead Fuel Dist. System Operator	\$ 19.83	\$ 5.79	\$ 25.62	\$ 29.75	\$ 35.54
Fuel Dist. System Mechanic	\$ 23.46	\$ 6.21	\$ 29.67	\$ 35.19	\$ 41.40
Lead Fuel Dist. System Mechanic	\$ 23.53	\$ 6.18	\$ 29.71	\$ 35.30	\$ 41.48
* Plus 10% shift differential 6:00PM- 6:00AM					
Custodians:					
Custodian I- Single	\$ 12.33	\$ 3.65	\$ 15.98	\$ 18.50	\$ 22.15
Custodian I- 2-Party	\$ 12.33	\$ 5.14	\$ 17.47	\$ 18.50	\$ 23.64
Custodian I- Family	\$ 12.33	\$ 6.35	\$ 18.68	\$ 18.50	\$ 24.85
Custodian II- Single	\$ 12.68	\$ 3.71	\$ 16.39	\$ 19.02	\$ 22.73
Custodian II- 2-Party	\$ 12.68	\$ 5.19	\$ 17.87	\$ 19.02	\$ 24.21
Custodian II- Family	\$ 12.68	\$ 6.41	\$ 19.09	\$ 19.02	\$ 25.43
*Shift Differential: 2nd Shift= + \$.50/hr.					
*Parking: employees reimbursed actual monthly cost w/receipt					
*RTD Bus Pass: Employer will provide bus pass or pay \$.11/hr. travel differential.					
Shift Differential 3rd Shift (10:31pm-6:30am)= \$1.00/hour					
*Overtime: 1.5 x basic rate in excess of 7.5 hrs. daily or 37.5 hrs. weekly					
*As of this wage date-- Employers may pay single rate to custodians for contracts after this date (see wage determination).					
Furniture Movers:					
Laborer/ Helper	\$ 17.36	\$ 5.50	\$ 22.86	\$ 26.04	\$ 31.54
Driver/ Packer	\$ 17.43	\$ 5.51	\$ 22.94	\$ 26.15	\$ 31.66
Lead Worker	\$ 18.22	\$ 5.60	\$ 23.82	\$ 27.33	\$ 32.93
Landside Parking Electronics Technician	\$ 22.14	\$ 6.05	\$ 28.19	\$ 33.21	\$ 39.26
*Plus 10% shift differential 6PM- 6AM:					
Landside Parking Electronics Technician, PM	\$ 24.35	\$ 6.05	\$ 30.40	\$ 36.53	\$ 42.58
Sign Erector	\$ 20.19	\$ 3.80	\$ 23.99	\$ 30.29	\$ 34.09
Teledata Technician	\$ 31.04	\$ 6.93	\$ 37.97	\$ 46.56	\$ 53.49
Tile Setter/ Terrazzo/ Marble Masons:					
Finishers, Floor/Base Grinders (Tile-Marble)	\$ 18.45	\$ 8.98	\$ 27.43	\$ 27.68	\$ 36.66
Transit Technicians:					
Transit Tech- Entry	\$ 21.75	\$ 5.86	\$ 27.61	\$ 32.63	\$ 38.49
Transit Tech- Senior	\$ 23.78	\$ 6.09	\$ 29.87	\$ 35.67	\$ 41.76
Transit Tech- Lead	\$ 24.86	\$ 6.22	\$ 31.08	\$ 37.29	\$ 43.51
Elevator Mechanic/ Repairer (< 5yrs.)	\$ 36.94	\$ 23.59	\$ 60.53	\$ 55.41	\$ 79.00
Elevator Mechanic/ Repairer (> 5yrs.)	\$ 36.94	\$ 24.33	\$ 61.27	\$ 55.41	\$ 79.74
plus 8% Shift differential for second shift and 10% for the third shift straight time work providing that 50% of work occurred on such shift					
Tree Trimmers	\$ 16.77	\$ 2.48	\$ 19.25	\$ 25.16	\$ 27.64
Window Cleaner- Single	\$ 20.80	\$ 6.51	\$ 27.31	\$ 31.20	\$ 37.71
Window Cleaner- 2-Party	\$ 20.80	\$ 8.24	\$ 29.04	\$ 31.20	\$ 39.44
Window Cleaner- Family	\$ 20.80	\$ 9.01	\$ 29.81	\$ 31.20	\$ 40.21
*Night Differential= + \$.75/hr. (11PM- 7AM)					
*Parking: employees reimbursed actual monthly cost w/receipt					
*Lead Work= \$1.25/hr. above highest pay under supervision					
*High Work= \$1.75/hr. (21 ft. or more from ground/base to cleaning surface)					
*Journey training apprentice = \$.25/hr.					
*As of this wage date-- Employers may pay single rate to custodians for contracts after this date (see wage determination).					
*Overtime= 1.5 times the basic rate of pay in excess of 7.5 hours worked per day or 37.5 hours worked per week					
*ECOPASS = Employer will provide employees with the ECOPASS					