

CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
Engineering Division

CONTRACT NO. 2015242689

2015 Integrated Construction Program
Brighton Boulevard & Montclair Creek Area Improvements

CONTRACT

THIS CONTRACT is made and entered into between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”), and **KIEWIT INFRASTRUCTURE CO.**, a Delaware Corporation doing business at 160 Inverness Drive West, Suite 110, Englewood, CO 80112 (the “**Contractor**”).

1. The City has identified the need for a highly qualified contractor to provide preconstruction and integrated construction services to deliver selected general public improvement projects to the City, as authorized by the Executive Director of Public Works (“**Executive Director**”). The work will be authorized by task orders and work orders. The City anticipates that the Program work will include: preconstruction services, construction typical for roads, major utility projects, drainage projects, park development, railroad coordination, and site development work all in support of improvements in the area bounded by Platte River on the west, the Denver City limits to the east, 29th Street to the south and the City limits to the north (the “**Program Area**”), and related improvement projects (the “**Program**”). Phase I of the Program includes general public improvement projects known as the Brighton Boulevard & Montclair Creek Area Improvements which are described generally below.

2. The terms “Executive Director of Public Works”, “Executive Director”, “Manager of Public Works” and “Manager” are interchangeable and shall have the same meaning.

3. In accordance with Section 20-56 of the Denver Revised Municipal Code, the City advertised and issued on June 4, 2015, a request for proposals for integrated construction services for the Program. Proposals were received by the Executive Director of Public Works, who recommended that a contract for the Program be made and entered into with the Contractor who was the selected proposer.

4. The Parties desire to enter into an agreement for the performance of all services and work necessary to satisfactorily complete the Program, in accordance with the terms and conditions of this Contract and all incorporated Contract Documents.

5. The Contractor represents that it is qualified to perform the services and work necessary to satisfactorily complete the Program and is ready, willing and able to perform all Program services and work in accordance with the terms and conditions of this Contract and in accordance with the Contract Documents.

6. The Contractor has agreed to perform and provide personnel for all services required to administer and implement the Program on behalf of the Department of Public Works

and perform all Work, on a Work Order basis in accordance with the terms and conditions of this Contract and the Contract Documents.

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

1.0 PROGRAM DEFINITIONS AND FORMAT:

1.1 Definitions.

1.1.1 Program. The “Program” means the City’s Integrated Construction Program to provide all necessary preconstruction, construction and coordination required to complete authorized projects within the Program Area. The Program will consist of preconstruction services, individual construction projects and the coordination and management of all services and projects to provide the City with a turn-key Program managed on a daily basis by one designated Public Works employee. Contractor will be responsible for coordinating the delivery of all services and Projects in the Program Area in a manner that will minimize costs and disruption while meeting Program delivery deadlines. Projects will be designed by design consultants under contract with the Department of Public Works, Urban Drainage and Flood Control District or other partner entities. Preconstruction services will be authorized by one or more task orders and will be paid at set hourly rates subject to a negotiated not to exceed cost. Individual construction projects will be authorized by work order. Unless the City pre-approves a different procedure in writing, Contractor must obtain a minimum of three sealed and date stamped bids for all work. This requirement does not apply to preconstruction services. Contractor may submit sealed bids for work it wants to self perform. All bids will be opened in the presence of the City Program Manager. Projects will be separately funded from dedicated sources. Contractor’s compensation for construction work will be the Cost of the agreed upon Work plus Contractor’s Fee.

1.1.2 Projects. The following “Projects” have been identified as potential projects that the City may select and authorize the Contractor to complete under this Program. The Projects have been separated into the phases described below. The City anticipates that Phase I projects will proceed before Phase II projects.

Project Name – Phase I	Short Description
Brighton Boulevard	This project is the reconstruction of the 4 lane arterial from 29 th to 44 th Streets in northwest Denver. Proposed improvements include new concrete pavement, curb, gutter, sidewalk, raised cycle track and urban design enhancements. Also included is upgraded utilities and drainage infrastructure, 3 new signals at 31 st , 35 th , and 38 th streets, upgraded City standard lighting, pedestrian lighting, street trees, landscaping and irrigation, and water quality installations. Xcel is also undergrounding overhead power lines on the east side of Brighton Boulevard under the City 1 % fund.

Festival and 33 rd Streets	<p>The City and County of Denver is dedicating right of way for two new City streets to serve the RINO area developments and new RINO park. Festival Street is a 29 foot flow-line to flow-line street providing access to the new RINO park and Great Divide Brewery. It is located between Brighton Boulevard and the Platte River from 35th to new 33rd Street. The typical section is still being developed but is anticipated to include some utilities, drainage, asphalt paving, and curb, gutter and sidewalk on at least one side. 33rd street is anticipated to be a wider right of way (57 -60 feet) from Brighton Boulevard to the terminus at Festival Street. The cross-section is still be developed but may include new asphalt paving, curb and gutter, sidewalks, new utilities, drainage, lighting, and limited urban enhancements. The 33rd street outfall will be constructed in this corridor under a separate Denver Wastewater Contract in the fall of 2015.</p>
40 th /40 th to South Platte River Drainage Improvements Project	<p>CDOT has identified the Partial Covered Lowered Alternative (PCL) as the preferred alternative for improvements to I-70 East through Denver. A portion of this alternative includes rebuilding I-70 below grade between Brighton Boulevard and Colorado Boulevard, where the existing viaduct currently stands. While lowering the highway at this location provides several enhancements to the community, it also presents drainage challenges that must be addressed. The proposed lowered portion of the I-70 project crosses two major off-site drainage basins in Denver – the Montclair Creek and Park Hill basins. Each of these basins produces significant stormwater runoff and poses flooding risks during large storm events. The existing highway is elevated on a viaduct, which alleviates flooding concerns; however, proposed lowering of the alignment below grade would allow off-site flood waters to enter the highway if not accounted for in the project’s drainage design. This drainage project proposes interception for a majority of the off-site drainage further south (upstream) of the highway at locations more conducive to conveyance and detention. This phase 1 project includes all improvements from 40th/40th to the South Platte river.</p>

Project Name – Phase II	Short Description
Brighton Boulevard 44 th to Race	Brighton Boulevard 44 th to Race
35 th Street and Connections	35 th Street and Connections
Minor Streets/Enhancements	TBD

RINO Park	The River North Park project is a new urban park located north of downtown Denver. The 3.5 acre project is envisioned as a vibrant neighborhood park intended to catalyze and encourage development adjacent to the park as well as in the surrounding community. Through a comprehensive public engagement process, a master plan was developed with multiple alternatives that will act as guidance in the development of a final park plan in 2015. The park will include a segment of the Arkins Court (Platte River) Promenade (from 33rd to 35th), a connection to the Platte River Pedestrian bridge, access to the South Platte River, and adaptive reuse of the Interstate Trucking Company building among other park amenities.
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The City anticipates that additional Projects will be added and reserves the right to add, delete or modify Projects, in its sole discretion.

1.1.3 Program Manager. The City’s Department of Public Works will designate a City Program Manager as the single point of contact for this Agreement. The Contractor shall plan, staff and coordinate its activities so that the Program can be effectively managed by the City Program Manager. All costs of implementing and staffing the Program so that it can be effectively managed by the City’s single Program Manager are included in Contractor’s Construction Management Fee (“CM Fee”) and will not be compensated separately.

1.1.4 Cost of the Work. The Cost of the Work is the sum of all accepted bids necessary to complete a Work Order.

1.1.5 Contractor’s Construction Management Fee. Contractor’s CM Fee is 9.5% of the Cost of the Work. Contractor’s CM Fee is compensation for all of Contractor’s work, services, costs associated with packaging and obtaining bids, preparing proposals, salaries of all personnel necessary to provide construction services as defined in paragraphs 2.2 and 2.3 including all of their subparagraphs, overhead, profit, materials, office costs, utilities, security, supplies, initial insurance coverages and all other costs or expenses resulting from, arising out of, or related to managing the Program as defined in this Agreement with the exception of Preconstruction Services authorized by a properly executed Preconstruction Task Order, accepted low bids for construction work and the cost of Additional Insurance Coverage at Work Order Level. When the City’s Risk Management Office determines that Additional Coverage at Work Order Level as defined in paragraph 3.3.3.9 is required, Contractor will be reimbursed, in the Work Order, for the actual cost paid to obtain the required coverage. Each construction work order will be based on a schedule of values which will be comprised of the low bids obtained for the work, Contractor’s CM Fee and the cost of Additional Coverage at Work Order Level. Contractor shall document and verify all quantities and provide acceptable documentation to the City Program Manager as part of the invoicing process.

1.1.6 Program Savings. In the event that the final cost of any Project, including all adjustments for Project changes, is less than the amount budgeted for that Project, one hundred percent (100%) of the savings shall inure to the benefit of the City. The Contractor acknowledges that, subject to available funding, it is the desire of the City to

incorporate as many Projects into the Program as reasonable or otherwise increase the Projects to be performed by the Contractor.

1.1.7 Work/Task Order Maximum. Each work order and each task order will include a Work or Task Order Maximum. The Task Order Maximum for preconstruction services will be the negotiated not to exceed maximum. The Work Order Maximum for construction work orders will be the sum of the Cost of the Work, Contractor's CM Fee and the cost of any Additional Coverage at Work Order Level. Contractor's total compensation for completing all work required by a Task Order will not exceed the Task Order Maximum unless adjusted by Change Order pursuant to the terms of this Agreement. Contractor's total compensation for completing all work required by a Work Order will not exceed the Work Order Maximum unless adjusted by Change Order pursuant to the terms of this Agreement.

1.2 Program Format.

1.2.1 Purpose and Intent. The purpose and intent of the Program is to construct assigned projects under specific time constraints in a cost effective manner while minimizing neighborhood and traffic impacts under the supervision of a single City Program Manager.

1.2.2 Scope of Work. The Contractor shall provide or perform all Program services, including all Program administration, coordination and oversight and all project management, supervision, quality control, quality assurance, safety oversight and inspection services necessary or required to satisfactorily complete each assigned Project.

1.2.3 Project Budgets. All Work will be performed pursuant to written executed Work and Task Orders. Any Work not performed pursuant to a fully executed written Work or Task Order is performed at Contractor's sole risk. Preconstruction services will be paid at the hourly rates set forth in **Exhibit B** with a negotiated not to exceed cap for each Task Order unless an alternate method of payment is specified in the Task Order. All other work orders, including all Work Orders for specific Projects will include a not to exceed amount that will be the sum of the Cost of the Work, Contractor's CM Fee and the cost of any Additional Insurance Coverage at Work Order Level.

1.2.4 Program Schedule. The City has committed to delivering the Projects to be completed under this Agreement by specific deadlines. As a result, timely completion of Projects is essential to the Program's success. Therefore, each Work Order will include a deadline for completion of the work which may be final completion, substantial completion or milestones critical to the success of the program based upon the needs of individual projects. The City will advise Contractor of the deadlines / milestones prior to Contractor bidding the work. The required completion deadline(s) will be specified in each Work Order request.

2.0 PROGRAM SERVICES:

2.1 Preconstruction Services. The City will determine if Preconstruction Services are desired for individual Projects or for the Program. Preconstruction services may include; constructability reviews, value engineering, public information/relations, cost estimating and related services. At the City's request, Contractor will provide a detailed proposal of services to be provided including specific deliverables, deadlines and a not to exceed cost to perform the work based on a schedule of values. All Preconstruction Services will be authorized by task order. Preconstruction services will be paid at the hourly rates set forth in **Exhibit B** with a negotiated not to exceed cap for each Task Order unless an alternate method of payment is

specified in the Task Order. The City, in its sole discretion, will determine if a construction work order will be issued for any project for which Contractor provides preconstruction services. The City reserves the right to procure any construction work through alternate methods.

2.1.1 Design/Constructability Review. Review the design documents to ensure the constructability and completeness of the documents. Contractor's review shall include the sequence of construction, identification of project risks, efficient use of construction materials and labor, traffic control methodology to reduce impacts, long lead time procurement items, utility interruptions and public access. Contractor shall make recommendations to the City and to the Engineer of Record regarding the specific methods that could be implemented to minimize the disruption caused by the project construction. Contractor shall make recommendations to the Design Consultant regarding details needed to construct the Project.

2.1.2 Value Engineering. The Contractor shall evaluate the construction documents and determine if there are opportunities for cost savings through alternative means and methods of construction, sequencing as well as the use of materials. Contractor will make reasonable efforts to recycle construction waste and use recycled materials to promote sustainability.

2.1.3 Public Relations. Contractor will have primary responsibility for managing the Public Relations ("PR") effort for the programmed projects. Multiple other projects by the City and other entities both public and private will be underway during the Program. Contractor shall designate a Public Information Contact ("**PIC**") to coordinate the Contractor's activities. Contractor's duties include, but are not limited to, responding to questions concerning project activities, providing information and updates on work locations and schedules, providing timely information in advance of land closures and traffic control measures, participation in meetings with stakeholders including residents and property owners, and maintaining a written log which documents concerns and resolutions with follow-up measures and requirements noted.

2.1.4 Project Specific Cost Estimating. Upon issuance of a written Task Order, Contractor shall perform a cost estimate to determine unit prices for labor and materials in the format provided through consultation with the City Program Manager. The cost estimate is intended to create a schedule of values with the result being the basis of budgeted construction costs and proposal format for a potential project specific Task Order.

2.1.5 Utility and Railroad Coordination. Upon issuance of a written Task Order, Contractor shall identify and resolve utility conflicts and railroad coordination issues. Contractor shall identify milestone activities necessary to resolve the potential conflicts for all Projects. Contractor's plan shall include but not be limited to milestone activities, necessary agreements, permits, licenses, Surface Transportation Board approvals and other activities necessary to successfully complete the Program.

2.2 Construction Services. At the City's request, and after receipt of 100% plans, Contractor will advertise the project and obtain a minimum of three sealed, date stamped competitive bids for all work necessary to complete the Project unless otherwise agreed to in writing by the City. Contractor will advertise all projects in accordance with industry standards. In addition, Contractor shall provide City with all notices of invitations to bid a minimum of three days before the advertisement date for approval and so that invitations may be posted on

the City's website. For certain critical tasks (environmental remediation, boring, etc.) the City may require that the subcontractor performing the work be prequalified per Public Works' Rules for Prequalification of Construction Contractors, dated April 1, 2013. Contractor, in consultation with the City Program Manager, will determine how to package bids to achieve Project and Program objectives. City and Contractor will agree on a project specific schedule of values format for work order construction hard bid proposals. Contractor may submit a sealed bid to self perform work which will be counted as one of the three required competitive bids. Bids will be opened in the presence of the City Program Manager to ensure selection of the lowest responsive bidder based on qualifications and responsiveness. In the event that the City decides in its sole discretion after bids are opened to move forward with a Project a Work Order will be executed with a Work Order Maximum, completion deadlines and details of the Work.

Project specific construction management services will include, unless otherwise stated in the Work Order, all construction management, contract administration, field supervision, subcontractor coordination, quality control, quality assurance, jobsite safety, meeting schedules and providing the general conditions work for the Project. The Contractor shall implement and maintain a project controls system with full access to the project information by all project stake holders. The Contractor shall also be responsible for the close-out process on all Project work orders. The Contractor will be responsible for providing project specific quality control and quality assurance ("QC/QA") on all projects pursuant to a written Program QC/QA Plan approved by the Program Manager. The Contractor will prepare and submit to the Program Manager for approval a Program Safety Plan. In addition, Contractor shall prepare and submit Project Safety Plans for the Program Manager's approval upon the issuance of each construction Work Order.

2.2.1 Program Administration. The Contractor will provide overall Program administration service required to complete the Program. Without limiting the foregoing, the Contractor will provide all program accounting, administer and assure compliance with the M/WBE Compliance Plan as shown in **Exhibit O**, the prevailing wage ordinance requirements and Program compliance with all other applicable laws. This administration will also include regular meetings with the City to communicate progress across all Projects with these requirements, budget, schedule and issues updates and periodic reports as may be reasonably requested by the City for the Program.

2.2.2 Project Management. For each Project funded and authorized by issuance of a Work Order, the Contractor shall manage, at risk, the Project from receipt and acceptance of completed design drawings from the City to final completion and acceptance of the Project Work by the City. In so doing and without limiting the foregoing, the Contractor will provide all project management professional services required to satisfactorily complete each Project including: Subcontractor management and subcontract administration and oversight.

2.2.3 Project Closeout/Warranty. The Contractor shall submit a Closeout and Warranty plan at the beginning of the Project for City review and acceptance. The Plan will detail the methodology by which the closeout requirements will be met as well as how warranty issues will be addressed, all in accordance with 2011 Yellow Book General Conditions.

2.2.4 Disruption Mitigation Plan. If requested by the City, the Contractor will provide a Disruption Mitigation Plan as part of a Project Pricing Proposal outlining specific methods to be implemented to minimize the disruption caused by a Project during construction.

If accepted by the City the Plan will be incorporated into the Contract Documents for that Project and complied with by all Subcontractors during construction.

2.2.5 Administration – M/WBE Compliance Plan, Prevailing Wage, Subcontractor Management. The Contractor shall ensure that the M/WBE Compliance Plan, and prevailing wage requirements are complied with and shall ensure that specific contract requirements related to these matters are also satisfied.

2.2.6 Claims Mitigation. The Contractor shall provide an approved program detailing the procedures the Contractor shall use to ensure that claims against the Program/Projects are minimized. In the event of claims against the Program or any Project, the Contractor shall provide all professional project management services, assistance and support required by the City in defending claims for additional compensation or claims relating to the errors and omission by the Contractor, without additional compensation. In addition, the Contractor shall analyze and evaluate the merits of all claims submitted by any of its subcontractors at any level, so that the Contractor does not submit meritless or unreviewed claims for additional time or compensation of any kind to the City. Each such subcontractor claim, if any, submitted to the City by the Contractor shall be accompanied by the Contractor's analysis, evaluation, and certification, of its merits.

2.2.7 Meetings and Reports. At a minimum, weekly progress meetings will be held at the Program level between the Contractor and the City. Meeting minutes and agendas will be issued for each meeting held by the Contractor prior to the following meeting. Regular reviews and site visits of Projects under construction will also occur. Monthly status reports will be included with pay application submittals to show progress against the Program Schedule, Program Budget, M/WBE Compliance Plan, percent complete, and budget performance. As and when directed by the City, the Contractor shall also provide, at no additional charge to the City, regular reports to the City's designated Program Manager on the progress of work of each Project for which such progress reporting is required, in the form and including the information directed by the City.

2.3 Staffing. The Contractor will establish a core team of program management staff who will not be replaced without prior approval from the City. It is required that the core team is staffed appropriately to deliver the Program with City's single Program Manager. Key Personnel are listed in **Exhibit B**. The Key Personnel will direct the day-to-day activities of the Project Work and provide regular communication with the City in terms of progress towards its completion.

2.3.1 Key Personnel.

2.3.1.1 All Key Personnel identified in **Exhibit B** will be assigned by the Contractor to provide services under this Contract.

2.3.1.2 The Contractor shall submit to the Program Manager a list of any additional key personnel who will perform work under this Agreement within thirty (30) days after this Agreement has been executed, together with complete resumes and other information describing their ability to perform the tasks assigned.

2.3.1.3 Such additional Key Personnel must be recommended by the Contractor and approved by the City Program Manager before they are assigned to perform work or services under this Contract.

2.3.1.4 It is the intent of the parties hereto that all Key Personnel be engaged to perform their specialty for all such services required by this Contract and that the Contractor's Key Personnel be retained for the life of this Contract to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.

2.3.1.5 If the Contractor decides to replace any of its Key Personnel, the Contractor shall notify the Program Manager in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Contractor and approved in writing by the Program Manager. The Program Manager's approval shall not be unreasonably withheld.

2.3.2 Required Key Personnel. The Key Personnel will consist of, at a minimum, the following personnel:

2.3.2.1 Contractor Program Manager – Contractor shall designate a Contractor Program Manager (“CPM”) responsible for the overall direction and management of the program and all of the individual projects assigned by the City. The CPM will act as a single point of contact for the City in all matters related to the Program. All Project Managers for each individual project will report to the CPM.

2.3.2.2 Preconstruction Program Manager – Contractor shall designate a Preconstruction Program Manager (“PPM”) responsible for all preconstruction services required. Any required engineering and technical staff report to the Preconstruction Program Manager. All preconstruction services will be paid for at the hourly rates listed in **Exhibit B** subject to a not to exceed maximum.

2.3.2.3 Program Health and Safety Manager – Responsible for Program wide safety and safety audits for each project, including safety oversight of all field construction activities.

2.3.2.4 Program Controls (Cost and Schedule) Manager – Responsible for program wide costs, budget, and schedule controls. Position provides program wide oversight, review of all pay applications, and project specific quantity sheets issued to the City. Tracks day to day progress on each project and provides regular program wide reports to the City.

2.3.2.5 Program Subcontracts Manager – Responsible for solicitation, procurement, subcontracting and payments to subcontractors. Manages M/WBE program to ensure that the M/WBE Compliance Plan is implemented and followed.

2.3.2.6 Program Documentation Manager – Responsible for project records, files, correspondence, and submittals issued by subcontractors. Tracks submittals, such as prevailing wage reports, and ensures compliance for all records retention, reporting, and audit issues. Maintains the permit logs for each project and final quality documentation.

2.3.2.7 Program Quality Manager – The Program Quality Manager is responsible for oversight of Program Quality Control and Program Quality Assurance.

2.3.2.8 Program Quality Assurance Manager – The Program Quality Assurance Manager is responsible for developing and implementing the quality assurance controls for the Program.

2.3.2.9 Program Quality Control Manager – The Program Quality Control Manager is responsible for implementing the quality control requirements of the Program QA/QC Plan and overseeing and managing quality control for all Projects.

2.3.2.10 Project Specific Project Managers – A Project Specific Project Manager will be assigned to each Project and will be responsible for the day to day administration of the Project.

2.4 Professional Obligations.

2.4.1 Applicable Laws. The Contractor agrees to strictly conform to and be bound by written standards, criteria and memoranda of policy furnished to him by the City and further agrees to perform all work and services in strict compliance with applicable laws, statutes, codes, ordinances, rules and regulations and industry standards.

2.4.2 Professional Responsibility. All of the work performed by the Contractor under this Contract shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work or services of a similar nature to the work or services described in this Contract.

2.4.3 No Waiver. The responsibilities and obligations of the Contractor under this Contract shall not be relieved or affected in any respect by the presence on the site of any agent, consultant, subconsultant, or employee of the City.

3.0 PROJECT DELIVERY:

3.1 Project Design. The City anticipates that all design work will be accomplished by the City, consultants retained by the City or by partner entities. The City will provide design drawings to the Contractor for all Preconstruction Task Orders and Construction Work Order requests. These drawings may be at various stages of development. Construction work will be based on final, approved, and PE- Stamped or sealed and “Issued for Construction” drawings. When requested, preconstruction services will be provided by the Contractor prior to completion of the 100% design drawings. The Contractor will work with the City and the City’s Design Consultant to coordinate these preconstruction services.

3.2 Project Authorization.

3.2.1 Project Pricing Request and Proposal.

3.2.1.1 The City will issue to the Contractor a Project Proposal Request in the form attached as **Exhibit D**. Each Project Proposal Request will identify the needed scope of work and schedule requirements. In addition, construction Project Proposal Requests will identify the performance period, any liquidated damage requirements and other project specific terms and conditions. Each Request will result in a final Project Pricing Proposal from the Contractor incorporating the final design and the City’s request.

3.2.1.2 The City will review the Contractor’s final Project Pricing Proposal and, as necessary, perform any reconciliation, confirmation, verification and negotiation activities with the Contractor required to establish a complete understanding between

the City and the Contractor as to the terms of project performance. Such activities shall be documented for each Project. If the Proposal is ultimately acceptable to the City, the City will issue a Work Order, in the form attached as **Exhibit E**, funding and authorizing the Contractor to perform the Project Work in accordance with the terms and conditions of the Work Order, final design documents for the Project, the Project Pricing Proposal, this Contract and the Contract Documents. The Work Order will include a proposal with unit costs to complete all work per the plans and specifications. The Projects will be separately funded from dedicated sources.

3.2.2 Project Work Order. The fully executed Work Order for each Project 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 Contractor for the Work identified in the Work Order. Under the Work Order, the Contractor shall agree to and shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete all of the Project Work described in any Work Order issued by the City in accordance with the terms and conditions set forth herein. Further, the Contractor agrees to perform, or cause to be performed, 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 Executive Director in accordance with the provisions of the Contract Documents and General Contract Conditions incorporated herein.

3.2.3 Notice to Proceed. Following issuance of a Work Order, the Project Manager shall 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 H**.

3.3 Project Construction. The Contractor will complete or cause to be completed Work Order work in accordance with the terms and conditions of the Work Order. Construction services shall be performed by qualified licensed contractors paid by the Contractor.

3.3.1 Application of General Conditions to Each Work Order. The City and County of Denver Standard Specifications For Construction General Contract Conditions, 2011 Edition (General Conditions) shall apply to this Contract and all Subcontracts as if incorporated separately for the Work of each Work Order issued hereunder and as supplemented by the following:

3.3.1.1 General. Given that under this Contract, the Contractor is to furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete all of the Work described in any Work Order issued in accordance with the terms and conditions set forth herein, certain provisions, terms and conditions included in the General Contract Conditions either will not apply or will apply on a Work Order by Work Order basis rather than an overall Contract basis. Any variance to the applicability of the General Conditions shall be requested by the Contractor for approval by the City Program Manager.

3.3.1.2 Work. As such, the term Work, as used in the Contract Documents shall mean the Contractor's equipment and physical plant, labor, management, administration, supervision, materials and supplies, and all other things needed to assemble,

manufacture, complete or perform the various components into finished improvements pursuant to any Work Order issued pursuant to the Contract Documents. Unless otherwise specified or clearly inapplicable from the context of a given provision, each and every General Contract Condition contained or referenced in the Contract Documents shall apply to and control all Work performed hereunder on a Project by Project basis.

3.3.2 Performance and Payment Bond. For each Project, the Contractor or the Contractor's prime project subcontractor shall provide a performance and payment bond satisfying all of the requirements of Title 15 of the General Contract Conditions. Each bond shall be in the form included in this Contract as **Exhibit F**. Each bond shall expressly identify the City as a dual obligee.

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

3.3.3.1 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 requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. 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.

3.3.3.2 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 coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit G**, 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.

3.3.3.3 Additional Insureds. For Commercial General Liability, Auto and Additional Coverage at Work Order Level Contractor and subcontractor's insurer(s) shall include the City and County of Denver and its elected and appointed officials, employees and volunteers as an additional insured. Contractor shall include Urban Drainage and Flood Control District ("UDFCD") as an additional insured on liability insurance policies for drainage improvements utilizing UDFCD funding.

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

3.3.3.5 Subcontractors and Subconsultants. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. 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.

3.3.3.6 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.

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

3.3.3.8 Business 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.

3.3.3.9 Additional Coverage at Work Order Level. Contractor will contact the City's Risk Management Office ("Risk") before finalizing each Work Order. Contractor will provide documentation requested by Risk, including the scope of work, location where work will be performed and known projects risks so that Risk can determine what additional insurance coverages, if any, will be required for that Work Order. Additional coverages may include, but are not limited to, Builder's Risk, Installation Floater, Flood, Pollution Coverage and Railroad Insurance. Contractor will obtain, or require that its subcontractors obtain, additional Work Order specific coverage required by Risk. Contractor

will provide the City with a certificate of insurance, preferably an ACORD certificate, confirming that the required coverage, at the required limits, is in place before starting work. Certificate(s) of insurance for any additional coverage will be attached to each Work Order.

3.3.3.10 Additional Provisions.

3.3.3.10.1 For Commercial General Liability, the policies must provide the following:

3.3.3.10.1.1 That this Agreement is an Insured Contract under the policy;

3.3.3.10.1.2 Defense costs are outside the limits of liability;

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

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

3.3.3.10.2 For claims-made coverage:

3.3.3.10.2.1 The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

3.3.3.10.3 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.

3.3.4 Liquidated Damages. Title 6 of the General Conditions shall apply to each Work Order, as supplemented by the following:

3.3.4.1 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 THOUSAND DOLLARS AND ZERO CENTS (\$5000.00) for each Day that the Contractor exceeds the time limits specified in each Work Order, 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.

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

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

3.3.5 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.

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

3.3.6.1 In accordance with the terms and conditions provided for standard change orders under Title 11 of the General Contract Conditions, the City may issue Work/Task Order Changes providing for deletions, additions and modifications to the Work under a duly issued Work/Task Order. Work/Task Order Changes must be issued on the Work/Task Order Change Form, in the form attached hereto and incorporated herein as **Exhibit I**. Contractor will be paid a Fixed Work Order Change Order Percentage Markup on the Cost of the Work of 9.5% for Work Order Changes under the terms and conditions for issuance of a Change Order contained in the General Contract Conditions. Contractor will be paid at the hourly rates set forth in this Agreement for Task Order Changes. In the event that a Work/Task Order Change requires Additional Coverage at Work/Task Order Level as defined in paragraph 3.3.3.9, Contractor will be reimbursed its actual cost to purchase the Additional Coverage.

3.3.6.2 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.

3.3.7 Substantial Completion. When the Contractor considers the work to be substantially complete he will request that the City inspect the work and a punch list will be developed. Upon completion of the inspection, if the Program Manager determines the project complete, a Certificate of Substantial Completion, in the form attached hereto as **Exhibit J**, will be issued by the City.

3.3.8 Final Completion. Upon satisfactory completion and final acceptance of each Work Order in accordance with this Contract and the General Conditions, a Work Order Final Acceptance Notice will be issued, in the form attached hereto as **Exhibit K**. Final payment for the Work Order, including payment of all Project related retention, will be made in accordance with the Contract Documents. A Consent of Surety and a completed Work Order Final Receipt, in the form attached hereto as **Exhibit L**, must be submitted at or before the time final payment is made.

3.3.9 Multiple Projects: It is anticipated that multiple Work Order will be issued and under construction at the same time and the Contractor will not be entitled to any additional compensation for performance on multiple Work Orders at the same time.

3.3.10 No Guarantee of Work: Under the terms of this Contract, the City, in its sole discretion, will issue Work Orders and nothing contained herein shall be construed by the Contractor as promise or guarantee of any minimum amount of Work, Work Orders or compensation hereunder.

4.0 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 Contractor and supersedes 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 – Contractor’s Proposal dated July 14, 2015 (incorporated by reference)

Exhibit B – Key Personnel & Rates

Exhibit C – Reserved

Exhibit D – Project Proposal Request Form

Exhibit E – Work and Task Order Forms

Exhibit F – Performance and Payment Bond

Exhibit G – Certificate of Insurance

Exhibit H – Work Order Notice to Proceed

Exhibit I – Work Order Change Form

Exhibit J – Work Order Substantial Completion Notice Form

Exhibit K – Work Order Final Acceptance Notice Form

Exhibit L – Work Order Final Receipt

Exhibit M – Final/Partial Lien Release Form

Exhibit N – Contractor’s Certificate of Payment Form

Exhibit O – Accepted M/WBE Program Compliance Plan

Exhibit P – Rules and Regulations Regarding Equal Opportunity

Exhibit Q - General Contract Conditions (incorporated by reference, Index attached)

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

1. this Contract;
2. each fully executed Project Work Order;
3. the General Contract Conditions;
4. each set of Project Specifications;
5. each set of Project Contract Drawings; and
6. all other Exhibits.

4.2 Intent and Construction. 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.

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

4.4 References. 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.

4.5 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:

City and County of Denver:

Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS,

2011 Edition.

Transportation Standards and Details for the Engineering Division

City and County of Denver Traffic Standard Drawings

Wastewater Management Division

– *Standard Detail Drawings*

– *Public Works Wastewater Capital Projects Management Standard Construction Specifications*

Colorado Department of Transportation:

Standard Specifications for Road and Bridge Construction

(Sections 200 through 700 of the 2011 Edition)

Federal Highway Administration:

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

Building & Fire Codes:

Building Code of the City and County of Denver

(International Building Code 2009 Series, City and County of Denver Amendments 2011)

National Fire Protection Association Standards

(As referenced in the Building Code of the City and County of Denver)

The aforementioned City and County of Denver 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* is available at: http://www.denvergov.org/dpw_contract_admin/ContractAdministration/ContractorReferenceDocuments/tabid/440535/Default.aspx. *Transportation Standards and Details for the Engineering Division* and the Wastewater Management Division – *Standard Detail Drawings*, are available at <http://www.denvergov.org>.

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

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

4.6 Amendments to Certain General Contract Conditions. The following amendments to the General Contract Conditions (“Yellow Book”) shall apply to this Contract. This Contract also contains other provisions amending certain General Contract Conditions.

4.6.1 General Condition 109. General condition 109 DEPUTY MANAGER is hereby deleted in its entirety and replaced with the following:

The “Deputy Manager” means the official who reports directly to the Executive Director and exercises supervisory responsibility in the City agency defined in Title 2 herein that is responsible for the Project. The Executive Director hereby designates the City Engineer as the Deputy Manager for purposes of this Contract. The City Engineer shall have responsibility for this Project and shall undertake all duties, responsibilities, rights and authority, including specific actions and decisions, delegated to the Deputy Manager under the various terms and conditions of this Contract.

4.6.2 With reference to General Contract Condition 109, DEPUTY MANAGER and General Contract Condition 212, CITY’S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Executive Director hereby designates the City Engineer as the City official responsible for those certain actions and decisions designated as the responsibility of the Deputy Manager under the General Conditions and delegates to the City Engineer the authority necessary to undertake those responsibilities under this Contract. The City Engineer shall have supervisory responsibility over the Program Manager who will manage this Agreement for the City. The City Engineer designates Brian D. McLaren as the Integrated Construction Project Manager. The City Engineer may designate a new Integrated Construction Program Manager at any time by providing written notice to the Contractor.

4.6.3 Payments to Contractors: Preconstruction Task Orders shall be submitted as monthly invoices to the City Program Manager and will be paid at the hourly rates set forth in **Exhibit B** with a negotiated not to exceed cap for each Task Order unless an alternate method of payment is specified in the Work Order. Construction Work Order applications for payment shall be submitted through Textura® Corporations Construction Management Website. Contractor recognizes and agrees that it shall be required to use the Textura Construction Payment Management System for all Construction Work Orders. Contractor further agrees that, to the fullest extent possible within the CPM System, the City shall be entitled to all non-Confidential records, reports, data and other information related to the project that are available to Contractor through the CPM System, including, but not limited to, information related to Contractor and subcontractor billings. To that end, Contractor agrees that it will activate any available settings within the CPM System that are necessary to grant the City access to such non-Confidential information related to the contract and the project. Applications for payment shall be based on the Contract Unit Prices or the approved Schedule of Values described in GC 903.1

4.6.3.1 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>
Public Works/Engineering Division	Brian D. McLaren,	720-913-4548

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

4.6.3.2.1. The estimate of Work completed shall be based on the approved schedule of values or unit prices, as applicable, and the percent of the Work complete.

4.6.3.2.2 Each Application for Payment shall include each and every independent subcontractor's payroll information including pay dates and pay amounts.

4.6.3.2.3 The Contractor shall also submit to the Auditor and other appropriate officials of the City in a timely fashion, information required by General Contract Condition 1004, REPORTING WAGES PAID.

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

4.6.5 Construction Inspection. General Condition 1701, CONSTRUCTION INSPECTION BY THE CITY, is modified to read in full as follows:

.1 Persons who are employees of the City or who are under contract to the City will have the right to inspect and test the Work. However, any inspections by the City will not reduce or replace Contractor's QA/QC responsibilities under this Agreement. 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 at no cost to the City means of safe access to the Work. 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 Program 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.

4.6.6 Disposal of Non-Hazardous Waste at DADS. In accordance with the Landfill Agreement made between the City and Waste Management of Colorado, Inc., bidders will be required to haul dedicated loads (non-hazardous entire loads of waste) to the Denver-Arapahoe Disposal Site (“DADS”) for disposal. DADS is located at Highway 30 and Hampden Avenue in Arapahoe County, Colorado. The City will pay all fees associated with such disposal but the bidder shall be responsible for the costs of transporting the loads. Non-hazardous waste is defined as those substances and materials not defined or classified as hazardous by the Colorado Hazardous Waste Commission pursuant to C.R.S. §25-15-101(6), as amended from time to time, and includes construction debris, soil and asbestos. Bidders shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

4.6.7 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.

4.6.8 Waiver of Part 8 of Article 20 of Title 13, Colorado Revised Statutes. 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.

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

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

4.6.10 Greenprint Denver Requirements. In accordance with the City and County of Denver Executive Order 123: Greenprint Denver Office and Sustainability Policy, as amended, Contractor shall adhere to sections of Executive Order 123 pertinent to the construction of the built environment. This includes but is not limited to: all construction and renovation of buildings shall follow instructions and memorandum for high performance buildings; horizontal projects shall include the use of fly ash concrete and recycled aggregate where possible; and, all projects shall recycle construction and demolition waste, and install materials that contain recycled content whenever possible using the U.S. Green Building Council Leadership in Energy and Environmental Design (LEED) as guidance. Non-hazardous solid

waste that is eligible for reuse or recycling is not subject to the DADS disposal requirement defined in SC-12.

A completed “Greenprint Denver Closeout Form for Construction Projects” shall be delivered to the Project Manager as a submittal requirement of Final Acceptance.

<http://www.denvergov.org/constructioncontracts/Home/ContractorResources/tabid/443154/Default.aspx>

5.0 RELATIONSHIP OF THE PARTIES; REPRESENTATIVES:

5.1 Intent. The parties intend herein to establish a relationship wherein the City relies upon the integrity and fidelity of the Contractor to complete each Project within the time and budget constraints set forth in this Contract 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.

5.2 Contractor’s Duties. The Contractor accepts the relationship of trust and confidence established by this Construction Contract with the City. The Contractor further agrees to utilize the 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 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.

5.3 Design Consultants. The City or partner entities will have separate agreements with Design Consultants 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 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 Contractor or any separate contractors, subcontractors of any tier or suppliers on each Project. The relationship between the Contractor and the Design Consultant is intended to be cooperative and proactive, with both participating on the same team with the City.

5.4 City Representatives. The 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.

6.0 COORDINATION AND COOPERATION:

6.1 The 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.

6.2 The 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 Public Works ("Public Works"), each Program Manager, each Design Consultant, the User Agency, other City consultants and any affiliated entities. In addition, the Contractor shall coordinate its efforts under this Construction Contract with all involved governmental and regulatory entities.

6.3 The Contractor shall be responsible for taking accurate and comprehensive minutes at all Project Construction meetings attended by the Contractor regarding each Project. Those minutes shall be prepared in a format approved by each Program 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.

6.4 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 Contractor that does not otherwise exist without regard to the Contract Documents.

6.5 **Maximum Contract Amount.** The maximum amount of this Contract will be limited to: **One Hundred and Forty Million Dollars and No Cents (\$140,000,000.00)**, unless changed by written amendment.

6.6 **Appropriation.** Notwithstanding any other term, provision, or condition herein, all payment obligations under this Contract shall be limited to the funds appropriated by the Denver City Council, paid into the Treasury of the City and encumbered for this Program. As of the date of this Contract, Zero Dollars have been appropriated and encumbered for this Contract. It is the City's intent to appropriate and encumber the funds necessary to compensate the Contractor for the work it performs on each Project at the time it executes the Project Work Order. The Manager of Public Works, upon reasonable written request, will advise the Contractor in writing of the total amount of appropriated and encumbered funds that are or remain available for payment to the Contractor. Notwithstanding any other term, provision, or condition herein, all payment obligations under this Contract shall be limited to the funds appropriated by the Denver City Council, paid into the Treasury of the City and encumbered for this Program. The City has not fully funded the Program Budget required to complete all of the Projects in the Program. The City anticipates increasing the level of funding but is under no obligation to do so. The Executive Director of Public Works, upon reasonable written request, will advise the Contractor in writing of the total amount of appropriated and encumbered funds that are available for payment to the Contractor. The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Contractor to exceed the amount appropriated for the work or services to be performed in accordance with the Contract is expressly prohibited. In no event shall the issuance of any form of order or directive by the City be considered valid or binding if it requires additional compensable work or services to be performed, which performance will cause the aggregate amount payable for such performance to exceed the amount appropriated and encumbered under this Contract, unless and until such time

as the Contractor has been advised in writing by the Executive Director of Public Works that a lawful appropriation sufficient to cover the entire cost of such additional Work has been made. It shall be the responsibility of the Contractor to verify that the amounts already appropriated for the Program are sufficient to cover the entire cost of such Program work and services, and any work or services undertaken or performed in excess of the amount appropriated are undertaken or performed in violation of the terms of this Contract and without the proper authorization for such work or services. As such, the Contractor shall not be entitled to recover from the City any funds expended by the Contractor for such unauthorized performance.

6.7 Indemnification: Section 1602, Indemnification, of the General Conditions is applicable to this Agreement and is incorporated into this paragraph as if fully set forth herein. The requirements of Section 1602 shall include UDFCD when Contractor performs work funded in whole or in part by UDFCD.

7.0 ADDITIONAL PROVISIONS:

7.1 No Discrimination in Employment. In connection with the performance of the Work under this Construction Contract, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder. Further, the 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 Executive Director of Public Works pursuant thereto relating to non-discrimination in employment by contractors, subcontractors and suppliers receiving compensation for work performed on each Project.

7.2 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 Contractor hereunder.

7.3 Compliance With Minority/Women Business Enterprise Requirements. In accordance with the requirements of the M/WBE Ordinance, a for Minority and Women Business Enterprise (M/WBE) Participation goal of 12% has been set for Preconstruction Services, 14% for Phase 1 transportation projects (Brighton Blvd and Festival/33rd Street) and 6% for Phase 1 drainage projects (40th/40th to South Platte River Drainage Improvements Project) and must be met with certified participants as set forth in Section 28-60(b). Section 28-60(b) provides that for contracts let by means of a competitive process, rather than a competitive bid process, a department head may require proposers to address the project goal by means of a compliance plan, as authorized by the Director. In addition to the applicable provisions of the M/WBE Ordinance, the Contractor agrees, as an express condition of its performance hereunder, to comply with the requirements of the approved Compliance Plan attached as **Exhibit O**. Contractor will contact the Director before soliciting bids for projects not currently addressed in the Approved Compliance Plan so that the Director can set a goal. The goal set by the Director will be stated in the applicable work order and become a requirement of this Contract and the Approved Compliance Plan. This 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 to 29-36 and 28-52 to 28-90 D.R.M.C. and referred to in this Contract as the "M/WBE Ordinance".

7.4 Compliance with Wage Rate Requirements. In performance of all Work hereunder, the Contractor agrees to comply with and be bound by all requirements and conditions of the City's Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, 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 Contractor executes this Construction Contract.

7.5 Applicability of Laws. This Contract and Agreement between the Contractor and the City shall be deemed to have been made in the City and County of Denver, State of Colorado and shall be subject to, governed by and interpreted and construed 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 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 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.

7.6 Assignment Strictly Prohibited. The 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 Executive Director to such assignment.

7.7 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.

7.8 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.

7.9 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.

7.10 Proprietary or Confidential Information.

7.10.1 City Information: The Contractor understands and agrees that, in performance of this Construction Contract, the 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 Contractor agrees that all information disclosed by the City to the Contractor shall be held in confidence and used only in performance of the Construction Contract. The Contractor shall exercise the same standard of care to protect such information as a reasonably prudent Contractor would to protect its own proprietary data.

7.10.2 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 Contractor of such request in order to give the 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 Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material. The 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 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.

7.11 Status of Contractor. It is understood and agreed that the status of the 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 Contractor, or any member of its staff or any consultant, is an employee or officer of the City for any purpose whatsoever.

7.12 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 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.

7.13 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 Contractor: Mark Campbell, District Administrative Manager
Kiewit Infrastructure Company
160 Inverness Drive West, Suite 110
Englewood, Colorado 80112

If to the City: Jose Cornejo, Executive Director of Public Works

City and County of Denver
201 West Colfax, Department 608
Denver, Colorado 80202

With a copy to: David Huntsinger, Engineering Director
Department of Public Works
201 West Colfax, Department 506
Denver, CO 80202

And a copy to: Robert Wheeler, Assistant City Attorney
City and County of Denver
201 West Colfax, Department 1207
Denver, Colorado 80202

7.14 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 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.

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

7.16 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.

7.17 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.

7.18 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.

[END OF PAGE]

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: PWADM-201524268-00

Contractor Name: Kiewit Infrastructure Co.



By: *J A B*

Name: *Craig A. Briggs*
(please print)

Title: *Senior Vice President and District Manager*
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibit A

Incorporated by Reference

Exhibit B

Exhibit B – List of Key Personnel

Contractor Program Manager	Chet Haptonstall
Preconstruction Program Manager	Sonya DuPuis
Program Health and Safety Manager	Rob Murphy
Program Controls (Cost and Schedule) Manager	Chris Waibel
Program Subcontracts Manager	Jerry Lubeck
Program Documentation Manager	Miguel Ochoa
Quality Manager	Mike Monroe
Program Quality Assurance Manager	Lloyd Maier
Program Quality Control Manager	Lonny Palmer
Brighton Blvd and Festival and 33 rd Streets Project Manager	Brian Armstrong
Drainage Improvement Project Manager	Matt Ceresa

**Preconstruction Team Employee
 Rate Sheet**

Position	Hourly Rate
Contractor Program Manager	\$ 160
Preconstruction Program Manager	\$ 135
Public Information Manager	\$ 175
Program Controls Manager	\$ 130
Program Documentation Manager	\$ 115
Drainage Improvements Project Manager	\$ 135
Brighton Boulevard and Festival and 33rd Streets Project	\$ 135
Cost Estimator	\$ 120
Railroad Coordinator	\$ 195
Technical Support	\$ 160
Technical Tunneling Support	\$ 160

Exhibit C

Reserved

Exhibit D

Proposal Request Form

Proposal Request



Department of Public Works
Engineering Department
201 W. Colfax Avenue
Denver, CO 80202
www.denvergov.org/PublicWorks

CONTRACT NO. «Contract_No» – «PROJECT_NAME»

CITY & COUNTY OF DENVER, PROJECT MANAGEMENT OFFICE
DEPARTMENT OF PUBLIC WORKS, 201 W. COLFAX AVE., DEPT. 509 •DENVER, CO, 80202•(720)
913-4511, FAX (720) 913-4544

CONTRACTOR: _____ PROPOSAL REQUEST NO. _____ :
PROJECT ID #: _____ DATE: _____
WORK ORDER NAME: _____
CONTRACT NO. _____ PROJECT
NAME _____

Submit an itemized quotation for the work described below. Include all costs, time necessary to perform the described work, and the MBE & WBE participation (percentage of work) on the Proposal Request Pricing Worksheet.

This is not a change order, field order or a notice to proceed with the work described.

Description:

EXAMPLE

Note: All work shall be performed under Annual Contract No. «Contract_No» dated _____, 20__.
Liquidated Damages for this Project will be \$___ per day.)

Proposal Request Pricing Worksheet to be returned by _____, 20__.

Attachments:

ISSUED BY: _____
PUBLIC WORKS/TRANSPORTATION/PROJECT MANAGEMENT OFFICE

cc:

Exhibit E

Work Order



On-Call Construction Work Order

Department of Public Works
 Engineering - Capital Project Management
 201 W. Colfax Avenue, Dept 506, Denver, CO 80202
 p: 720-913-4501 f: 720-913-4544
 www.denvergov.org/Capital_Projects_Center

Contractor: _____	Business Unit: _____
Vendor ID: _____	Project No.: _____
Master Contract/Contract: _____	Project Name: _____
Work Order No.: _____	Project Manager: _____
Fund/Org/Acct: _____	Alfresco Number: _____

It is hereby mutually agreed that when this WORK ORDER has been signed by the contracting parties, the following described work order shall be executed by the contractor without changing the terms of the Contract except as herein stipulated and agreed:

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

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

The Sum of \$ _____

Work Order Duration time _____ Calendar Days

Completion Date: _____

Accepted for Contractor by _____ Title _____ Date _____

WORK ORDER NO.	COST SUMMARY
(By Project Manager)	
Original Work Order Amount	\$ _____
Previous Work Order Additions	\$ _____
SUB-TOTAL	\$ _____
Previous Work Order Change Deductions	\$ _____
Net prior to this Work Order Change	\$ _____
This Work Order Change - Add <Deduct>	\$ 212340
REVISED TOTAL WORK ORDER AMOUNT	\$ _____
COST SUMMARY FOR CONTRACT NO.	
Total of all Work Orders Issued	\$ _____
Previous Additions/ Deductions	\$ _____
Net Prior to this Change	\$ _____
This Change - <input type="checkbox"/> Add or <input checked="" type="checkbox"/> Delete	-\$ _____
Revised Contract Amount	\$ _____
Maximum Contract Amount	\$ _____
Amount Available	\$ _____

Approved - City Attorney	Date
Acknowledged by Director - DSBO	Date
Approved - Manager of Public Works	Date
Approved - Director, CPM	Date
Approved - Using Agency (If non PW)	Date
Approved - Project Supervisor	Date
Approved - Project Manager	Date

NOTE: No person shall authorize or perform any of the above work until the work order has all signatures and has been distributed. Distribution: Prevailing Wage: AUDPWPavRequest@denvergov.org; DSBO@ci.denver.co.us; Project Manager e-mail, Using Agency and pw.contracts@denvergov.org. (for pre-encumbrance).



On-Call Professional Services Task Order

Department of Public Works
 Engineering - Capital Project Management
 201 W. Colfax Avenue, Dept 506, Denver, CO 80202
 p: 720-913-4511 f: 720-913-4544
www.denvergov.org/Capital_Projects_Center

Contractor: _____	Business Unit: <u>PWTRN</u>
Vendor ID No. <u>97092</u>	Project No. _____
Master Contract: <u>201524268</u>	Project Name: _____
Alfresco Contract #: <u>2015XXXXX</u>	Project Manager: <u>Michael Sheehan</u>
Fund/Org/Acct: _____	

When this TASK ORDER has been signed by the approving parties, the work described in the consultant's proposal, without changing the terms of the Master Contract except as herein stipulated and agreed

SEE ATTACHED PROPOSAL

COST SUMMARY FOR TASK ORDER		
Original Work Order Amount	\$0.00	
Previous Work Order Add/ Deducts	\$0.00	
Net Prior to this Work Order	\$0.00	
This Work Order Change - <input checked="" type="checkbox"/> Add or <input type="checkbox"/> Delete	\$0.00	
Revised Work Order Amount	\$0.00	Approved - Manager of Public Works Date
COST SUMMARY FOR MASTER CONTRACT		Approved - Director of Engineering Date
Previous Task Orders to Date (current contract)	\$0.00	
Current Task Order (Add/Deduct)	\$0.00	Approved - Using Agency Date
Current Master Contract Amount:	\$0.00	
Maximum Contract Amount:	\$0.00	
Remaining Contract Balance:	\$0.00	Approved - Project Supervisor Date
		Approved - Project Manager Date

NOTE: No person shall authorize or perform any of the above work until the work order has all signatures and has been distributed. Distribution:
 Prevailing Wage: AUDPWPayRequest@denvergov.org; DSBO@ci.denver.co.us, Project Manager e-mail, Using Agency and pw.contracts@denvergov.org
 (for pre-encumbrance).

Exhibit F

CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____,
a corporation organized and existing under and by virtue of the laws of the State of _____,
hereafter referred to as the "Contractor", and _____,
a corporation organized and existing under and by virtue of the laws of the State of _____,
and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY
AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the
"City", in the penal sum of _____ Dollars (\$ _____), lawful money of the
United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

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

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

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

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

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

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

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

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

Attest:

Secretary

Contractor

By: _____

President

Surety

By: _____

Attorney-In-Fact

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

APPROVED AS TO FORM:

Attorney for the City and County of
Denver

By: _____
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY
OF DENVER

By: _____
Mayor

By: _____
Exec. Director of Public Works

Exhibit G



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/24/2015

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

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

PRODUCER Midwest Agencies, Inc. 3555 Farnam Street Omaha, NE 68131	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Traci Sutton</td> </tr> <tr> <td>PHONE (A/C. No. Ext): 402-271-2956</td> <td>FAX (A/C. No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: Traci.Sutton@Midwestagenciesinc.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td colspan="2">INSURER A: Zurich American Insurance Company</td> </tr> <tr> <td colspan="2">INSURER B:</td> </tr> <tr> <td colspan="2">INSURER C: American Zurich Insurance Company</td> </tr> <tr> <td colspan="2">INSURER D:</td> </tr> <tr> <td colspan="2">INSURER E:</td> </tr> <tr> <td colspan="2">INSURER F:</td> </tr> </table>	CONTACT NAME: Traci Sutton		PHONE (A/C. No. Ext): 402-271-2956	FAX (A/C. No):	E-MAIL ADDRESS: Traci.Sutton@Midwestagenciesinc.com		INSURER(S) AFFORDING COVERAGE		INSURER A: Zurich American Insurance Company		INSURER B:		INSURER C: American Zurich Insurance Company		INSURER D:		INSURER E:		INSURER F:	
CONTACT NAME: Traci Sutton																					
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INSURER B:																					
INSURER C: American Zurich Insurance Company																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Kiewit Infrastructure Co. 160 Inverness Dr. West, Suite 110 Englewood CO 80112																					

COVERAGES **CERTIFICATE NUMBER:** 26579449 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		GLO 4641069	3/1/2015	3/1/2018	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 10,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 10,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 10,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 20,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 20,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 10,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 10,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 10,000,000	GENERAL AGGREGATE	\$ 20,000,000	PRODUCTS - COMP/OP AGG	\$ 20,000,000		\$		
EACH OCCURRENCE	\$ 10,000,000																						
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 10,000,000																						
MED EXP (Any one person)	\$ 10,000																						
PERSONAL & ADV INJURY	\$ 10,000,000																						
GENERAL AGGREGATE	\$ 20,000,000																						
PRODUCTS - COMP/OP AGG	\$ 20,000,000																						
	\$																						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/>		BAP 4641070	3/1/2015	3/1/2018	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 10,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 10,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$	EACH OCCURRENCE	\$	AGGREGATE	\$		\$
COMBINED SINGLE LIMIT (Ea accident)	\$ 10,000,000																						
BODILY INJURY (Per person)	\$																						
BODILY INJURY (Per accident)	\$																						
PROPERTY DAMAGE (Per accident)	\$																						
	\$																						
EACH OCCURRENCE	\$																						
AGGREGATE	\$																						
	\$																						
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>	WC 4641067 EWS 4641068	3/1/2015 3/1/2015	3/1/2018 3/1/2018	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td style="text-align: right;">\$ 5,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td style="text-align: right;">\$ 5,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td style="text-align: right;">\$ 5,000,000</td> </tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT		\$ 5,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 5,000,000	E.L. DISEASE - POLICY LIMIT		\$ 5,000,000				
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER																						
E.L. EACH ACCIDENT		\$ 5,000,000																					
E.L. DISEASE - EA EMPLOYEE		\$ 5,000,000																					
E.L. DISEASE - POLICY LIMIT		\$ 5,000,000																					

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

Re: Integrated Construction Services Brighton Blvd. & Montclair Creek Area Improvements - Contract Number #201524268

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as additional insured as respects the Commercial General Liability and Auto Liability.

CERTIFICATE HOLDER City and County of Denver Department of Public Works 201 W. Colfax Ave. Dept. 506 Denver CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Philip G. Dehn
---------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

Exhibit H

Work Order Notice to Proceed



Denver Public Works
Right-of-Way Engineering Services
Project Control Office
201 W. Colfax Ave, Dept. 507
Denver, CO 80202
p: 720-865-4501
www.denvergov.org/dpw

{DATE}

CONTRACTOR

NOTICE TO PROCEED
PROJECT NAME

Gentlemen:

In accordance with Section 302 of the Standard Specifications for Construction, General Conditions, 2011 Edition, you are hereby authorized and directed to proceed on {DATE} with the work required to construct the project noted above in accordance with the terms and conditions of your contract with the City and County of Denver, dated {DATE}.

The contractually established completion period is {DAYS} consecutive calendar days; therefore, all work must be completed on or before {COMPLETION DATE}.

If you have not already done so, you must submit your construction schedule, in accordance with General Contract Condition 306, to the Project Manager within 10 days. Additionally, in accordance with General Contract Condition 323, you must apply for your tax exempt certificate through the Colorado Department of Revenue and submit a copy to the Project Manager as soon as possible. Failure to submit this certificate may delay processing of payment applications.

Sincerely,

Lesley B. Thomas, P.E., City Engineer,
Deputy Manager of Public Works

cc: (Auditor), (DSBO), (PW Contracts)

Prepared by: City Program Manager

Exhibit I

Work Order Change Form



On-Call Construction Work Order Change

Department of Public Works
 Engineering
 201 W. Colfax Avenue, Dept 506, Denver, CO 80202
 p: 720-913-4501 f: 720-913-4544
 www.denvergov.org/publicworks

Contractor: _____ Business Unit: _____
 Vendor ID No. _____ Project No. _____
 Master Contract/Contract # _____ Project Name: _____
 Work Order No.: _____ Project Manager _____
 Change Order No.: _____ Fund/Org _____
 Subclass/Program _____

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

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

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

Add or Subtract to the Contract the Sum of _____

Adjust the Contract completion by ____ Calendar Days

New Completion Date: _____

Accepted for Contractor by _____ Title _____ Date _____

WORK ORDER NO.	COST SUMMARY		
(By Project Manager)			
Original Work Order Amount	\$	Approved – City Attorney (If Bond rider)	Date
Previous Work Order Additions	\$		
SUB-TOTAL	\$	Acknowledged by Director – DSBO	Date
Previous Work Order Change Deductions	\$		
Net prior to this Work Order Change	\$	Approved – Manager of Public Works	Date
This Work Order Change – Add <Deduct>	\$		
REVISED TOTAL WORK ORDER AMOUNT	\$	Approved – Director, CPM	Date
COST SUMMARY FOR CONTRACT NO.		Approved – Project Supervisor	Date
Total of all Work Orders Issued	\$		
Previous Additions/ Deductions	\$	Approved – Project Manager	Date
Net Prior to this Change	\$		
This Change – <input type="checkbox"/> Add or <input checked="" type="checkbox"/> Delete	\$		
Revised Contract Amount	\$		
Maximum Contract Amount	\$500,000.00		
Amount Available	\$500,000.00		

NOTE: No person shall authorize or perform any of the above work until the change order has all signatures and has been distributed. Distribution: Prevailing Wage: AUDPWPayRequest@denvergov.org; Auditor: Aud_Import@denvergov.org; DSBO: DSBO@ci.denver.co.us; Project Manager e-mail, Using Agency.

Exhibit J

Work Order Substantial Completion Notice Form



Denver Public Works
Right-of-Way Engineering Services
Project Control Office

201 W. Colfax Ave, Dept. 507
Denver, CO 80202
p: 720-865-4501
www.denvergov.org/dpw

{DATE}

CONTRACTOR

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project

The project referenced above was inspected and accepted as being substantially complete on MMMM DD, YYYY. The work was found to be in accordance with the plans and specifications, and complete within the time frame of the contract. Therefore, no liquidated damages will be assessed. In accordance with General Contract Condition 1801, the warranty/guarantee period of three (3) years shall commence on the date of the final acceptance inspection.

Final Completion and Acceptance of the Work shall be contingent upon the following:

- Attached punchlist dates MMM DD, YYYY
- Submittal of as-builts, logs and other required record documents
- Agreement upon final measurement and payment quantities

A document evidencing Final Completion and Acceptance of the Work will be issued upon receipt of the above items. Final Settlement proceedings will follow.

Sincerely,

Lesley B. Thomas, City Engineer,
Deputy Manager of Public Works

LT/KB

cc: (Auditor), (DSBO), (PW Contracts)

Prepared by: City Program Manager

Exhibit K

Work Order Final Acceptance Notice Form



Denver Public Works
Right-of-Way Engineering Services
Project Control Office

201 W. Colfax Ave, Dept. 507
Denver, CO 80202
p: 720-865-4501
www.denvergov.org/dpw

{DATE}

CONTRACTOR

LETTER OF ACCEPTANCE

Project

This is to advise you that a final inspection of the work on the project referenced above was conducted on {DATE}. The work was found to be acceptable and satisfactorily completed within the time frame of the contract. Therefore, the project is considered to be complete in accordance with General Condition 2002, Final Completion and Acceptance of the Work, of the Standard Specifications for Construction, General Conditions, 2011 Edition, and is hereby accepted.

In accordance with General Contract Condition 1801, as issued by the Department of Public Works, City and County of Denver, the warranty/guarantee period of three (3) years shall commence as of the date of final inspection.

Final Settlement by the Engineering Division shall be contingent upon General Condition 2003.2 and the following:

- Final unconditional lien waivers
- Contractor's certification of payment
- Final Receipt from Contractor

Final Payment will be issued by the Auditor's Office when all conditions outlined in General Contract Condition 2003 are satisfied.

Sincerely,

Lesley B. Thomas, City Engineer,
Deputy Manager of Public Works

LT/

cc: (Auditor), (DSBO), (PW Contracts)

Prepared by: City Program Manager

Exhibit L

Work Order Final Receipt (Certificate of Release)



Denver Public Works

Engineering Division
Capital Projects Management – Dept. 506
Right-of-Way Services – Dept 507
Traffic Engineering Services – Dept 508
Policy and Planning – Dept. 509
201 West Colfax Ave, Dept 614
Denver, CO 80202
www.work4denver.com

(SAMPLE)

Date

Name

Company

Street

City/State/Zip

RE: Certificate of Contract Release for
«CONTRACT NO», «PROJECT NAME»

Received this date of the City and County of Denver, as full and final payment of the cost of the improvements provided for in the foregoing contract Work Order, _____ dollars and cents (\$ _____), in cash, being the remainder of the full amount accruing to the undersigned by virtue of said contract; said cash also covering and including full payment for the cost of all extra work and 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 contract.

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

Contractor's Signature

Date Signed

If there are any questions, please contact me by telephone at (720) 913-XXXX. Please return this document via facsimile at (720) 913-1805 and mail to original to the above address.

Exhibit M

**FINAL/PARTIAL RELEASE AND CERTIFICATE OF PAYMENT
(SUBCONTRACTOR/SUPPLIER)**

(PROJECT NO. and NAME)

Date: _____, 20__.

(NAME OF CONTRACTOR)

Subcontract #: _____.

(NAME OF SUBCONTRACTOR/SUPPLIER)

Subcontract Value: \$ _____.

Last Progress Payment: \$ _____.

Date: _____.

Check Applicable Box:

MBE WBE

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 N

Contractor's Certificate 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				
	Division of Small Business Opportunity								
	Contractor's/Consultant's Certification of Payment (CCP)								
Prime Contractor or Consultant:			Phone:		Project Manager:				
Pay Application #:		Pay Period:			Amount Requested: \$				
Project #:		Project Name:							
Current Completion Date:		Percent Complete:			Prepared By:				
(I) - Original Contract Amount: \$					(II) - Current Contract Amount: \$				
		A	B	C	D	E	F	G	H
Prime/Subcontractor/Supplier Name	M/W/S/E DBE/ NON	Original Contract Amount	% Bid (A/I)	Current Contract Amount including Amendments	% Revised (C/II)	Requested Amount of this Pay Application	Amount Paid on the Previous Pay Application #	Net Paid To Date	Paid % Achieved (G/II)
Totals									
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. Please use an additional form, if more space is necessary.									
Prepared By (Signature):						Date:			
Page of									
COMP-FRM-027 rev 03.18.15									

Exhibit O



Office of Economic Development
Division of Small Business Opportunity

201 W. Colfax Ave, Dept. 907
Denver, CO 80202
p: 720-913-1999
f: 720-913-1809

www.denvergov.org/dsbo

Denver International Airport
Airport Office Building, Suite 7810
8500 Pena Blvd
Denver, CO 80249
p: 303.342-2180
f: 303.342.2190

September 9, 2015

Chris Waibel
Kiewit Infrastructure Co.
160 Inverness Dr. West. Suite 110
Englewood, CO 80112

Re: Integrated Construction Services Brighton Blvd. & Montclair Creek Area
Improvements Submittal of Compliance Plan

The Division of Small Business Opportunity (DSBO) has reviewed the attached Compliance Plan submitted by Kiewit Infrastructure Co., on the above reference project and has determined that this plan complies with the MBE/WBE requirements according to Chapter 28, Article III, Division 3 of the Denver Revised Municipal Code (D.R.M.C.).

The Division of Small Business Opportunity approves the Compliance Plan and the commitment to meet or exceed the M/WBE goals of the total construction price under the contract. The M/WBE goals will apply to projects as follows, 12% for Preconstruction Services, 14% for Brighton Blvd & Festival/33rd Street and 6% for the 40th/40th to South Platte River Drainage Improvements Project.

Should there be questions, contact Jessica Encinias, Contract Compliance Coordinator at 720-913-1636 or jessica.encinias@denvergov.org.

Sincerely,

A handwritten signature in black ink that reads "Chris Martinez".

Chris Martinez
Director, Division of Small Business Opportunity

CC: Jessica Encinias, Contract Coordinator
Beth Zollo, PW-Contract Administration
Steve Coggins, PW- Project Manager

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

**Kiewit Infrastructure Co
Integrated Construction Services Brighton Blvd. & Montclair Creek Area Improvements**

SECTION 1: INTRODUCTION

- A. Kiewit Infrastructure Co (the “Contractor”) submits this Compliance Plan to the Director of the Division of Small Business Opportunity (“Director”), as required by the Manager of Public Works in accordance with §§ 28-51 to 28-83, D.R.M.C., and the implementing rules adopted by the Director (“Rules”).
- B. Under the City’s Ordinance No. 85, Series of 2014 (the “M/WBE Ordinance”), codified at §§ 28-51 to 28-83, D.R.M.C., the M/WBE participation goal for this contract is 12% for Preconstruction Services, 14% for Brighton Blvd and Festival/33rd Street, and 6% for the 40th/40th to South Platte River Drainage Improvements Project. The good faith solicitation level is 100%.
- C. The Contractor is committed to compliance with the M/WBE Ordinance in its performance of the Contract. The Contractor will continually pursue a level of M/WBE participation that equals or exceeds 12% for Preconstruction Services, 14% for Brighton Blvd & Festival/33rd Street and 6% for the 40th/40th to South Platte River Drainage Improvements Project participation that equals or exceeds the total construction price under the Contract.
- D. Because of the delivery method used for this Project, the work was not ready for subcontracting at the time when the Contractor was awarded the Contract. Therefore this Compliance Plan provides for the M/WBE solicitation and subcontracting to be performed after contract formation. The process by which the Contractor will solicit, obtain, count and maintain participation by M/WBE firms for this Project under this Compliance Plan, will be same as the M/WBE Ordinance requires for “design-bid-build” construction contracts.
- E. This Compliance Plan describes how the Contractor will address the project goal at the point where the project work is sufficiently defined that the process of obtaining subcontractors and suppliers can begin, by committing to utilize M/WBEs for the Project work, using the good faith efforts as defined by the M/WBE Ordinance.
- F. The delivery method for this project under the Contract is Integrated Construction services including preconstruction services and bid build upon design completion.

G. The Contractor will deliver the construction work in phases.

SECTION 2: KEY PERSONNEL

Chet Haptonstall, 720-274-5924-, chet.haptonstall@kiewit.com, has been assigned as the Contractor Program Manager for this Contract. The Contractor Program Manager (CPM) is responsible for the overall management of the Contractor’s performance of the Project.

Chris Waibel, 720-863-8116, christopher.waibel@kiewit.com, is the Program Controls Manager (PCM), who reports to the Contractor Program Manager and is responsible for compliance with this Compliance Plan, outreach and coordination activities, and maintaining appropriate records to ensure that goals are met. Chris will be the individual reporting and allocating payments to subcontractors in B2G.

Jerry Lubeck, 303-930-9050, jerry.lubeck@kiewit.com, is the Program Subcontracts Manager (PSM), who will administer subcontracts and ensure that all documentation required by DSBO is prepared and maintained. Jerry Lubeck will coordinate the collection of DSBO documentation and monthly payroll reports from all subcontractors and suppliers, including but not limited to M/WBEs.

SECTION 3: STRUCTURING BID PACKAGES FOR M/WBE PARTICIPATION

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

- The following goals schedule is the M/WBE percentage that will be achieved per work order. Actual goal schedule charts will be prepared for each work order and submitted to DSBO.

GOALS SCHEDULE CHART				
Projects	APPROXIMATE DOLLAR AMOUNT	PERCENT-AGE OF TOTAL PROJECT	ASSIGNED MWBE GOAL PER SECTION	ANTICIPATED RESULTING MWBE PARTICIPATION
Preconstruction Service	Unknown at this time	N/A	12%	12%
TOTAL			12%	12%
Brighton Blvd & Festival/33 rd St.	Unknown at this time	N/A	14%	14%
TOTAL			14%	14%
40 th /40 th to South Platte River	Unknown at this time	N/A	6%	6%
TOTAL			6%	6%

B. These packages will be reviewed and refined as the work for the Contract is further defined and ready for the process of subcontracting. Specifically, prior to advertising any package of work for bids or proposals, the Contractor will review the work in detail, to determine the types of work that can be performed by M/WBE firms, with reference to the DSBO's database and directory of certified M/WBE firms, and will adjust its subcontracting packages to maximize opportunities for M/WBE participation in such subcontracting, within economically feasible packages.

C. The Contractor has the following preliminary schedule for issuance of each bid package:

The anticipated time frames are as follows, and subject to adjustment.

**Brighton Blvd - January 2016 to December 2017,
Festival and 33rd Streets – June 2016 to November 2016,
Drainage Project - March 2016 to December 2017**

D. *[Identify any specific issues or potential issues with the contract's scope of work and how the Contractor will address them – specialized work items, etc.]*

No issues identified at this time.

E. *[State whether the Contractor will prequalify any subcontractors. If prequalification will be used, identify all subcontracts for which the Contractor will prequalify subcontractors, and explain the prequalification process that will be used.]*

All subcontractors for the three projects, as well as any of their subcontractors will be required to be prequalified with the City and County of Denver. The subcontracts for the three projects will contain flow down provisions requiring each of them to meet the M/WBE goals. As well as the prequalification for the City, the subcontractors for the three projects will be required to attend mandatory pre-bid meetings, as well as submit their financial capability, bonding capacity, safety record, and performance history, breach of contract history and current work load and available resources.

F. The Contractor may pursue different percentage goals for M/WBE participation in each separate package of work put out for bids, based on the types of work and availability of certified M/WBE firms. However, the Contractor is committed to the overall goal of **12%** for Preconstruction Services, **14%** for Brighton Blvd & Festival/33rd Street, and **6%** for the 40th/40th to South Platte River Drainage Improvements Project M/WBE participation in the total construction work amount.

G. The Contractor may consider, in order to maximize M/WBE participation, subcontracting the following types of work which it might ordinarily self-perform: Earthwork, Asphalt Paving, Concrete Paving, Storm Water Pipe, Waterline, and Sanitary Sewer

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

The Contractor will conduct the following outreach efforts:

- A. Contractor will use the City's M/WBE directory and encourage all non-M/WBE subcontractors to use the directory when soliciting any of their own subcontractors or suppliers for the project.
- B. If during outreach efforts, Contractor locates a firm which appears to be eligible for City M/WBE certification but is not so certified, Contractor will direct the firm to DSBO and encourage the firm to pursue certification if eligible.
- C. When it has work packages ready for subcontracting, the Contractor will solicit through all reasonable means. Acceptable contact modes for solicitation shall be letters, facsimile transmissions, telephone communication and e-mail. Solicitation must be made at least 10 calendar days before bid date or proposal submission.
- D. Requirement to demonstrate appropriate steps to follow up initial solicitation: Appropriate steps may be demonstrated by second contact attempts by letter, facsimile transmission, telephone communication or e-mail, if bidder/proposer failed to make contact on its first attempt.
- E. Identify any additional efforts or initiatives the Contractor will carry out. Open House Outreach events will be held to solicit M/WBE participation. They will be held in a location within a two mile radius of the project limits. Notifications for these events will be distributed via our SmartBid system which includes a register of M/WBE certified firms, as well as through our memberships in local organizations such as the Hispanic Contractors of Colorado (HCC), WTS, and the Black Construction Group.
- F. The bid/proposal process that Kiewit Infrastructure will use will be: Mandatory pre-bid meetings will be held for interested parties, and bidders for the three projects will be required to submit prequalifications. Once bidders for the three projects are prequalified, they will receive bid packages with set deadlines for submittal, which will include flow down provisions requiring each bidder to meet the M/WBE goals. When bids are received, they will be analyzed, and award will go to the responsive and compliant low bidder per contractual requirements.

SECTION 5: M/WBE PARTICIPATION; MAINTAINING COMMITMENTS

- A. When issuing each work package for bid under the Contract, the Contractor will make a good faith effort to meet or exceed the goal percentage of M/WBE participation which it has identified for that package. The minimum level of these efforts is specified in § 28-

62(b), D.R.M.C. and Rule VII(B). They may include, but will not be limited to, the outreach activities identified in Section 4 above.

- B. When requested by DSBO, the Contractor will submit bid packages to DSBO for review and comment, when requested by DSBO, the Contractor will submit bid tabulation sheets to DSBO for review.
- C. The Contractor will report to DSBO the total M/WBE participation obtained for each bid package. No later than 5 days after issuing Notice to Proceed for such work, the Contractor will submit to DSBO, for each M/WBE subcontractor or supplier with whom it contracts, a Letter of Intent and other documentation, in accordance with Section 6 below.
- D. The Contractor will document its efforts to obtain M/WBE participation for each work package, and submit such documentation to DSBO upon request by DSBO at any time. The Contractor acknowledges that it may meet or exceed a percentage goal for M/WBE participation on one or more work packages, but fall short of meeting the participation goal for the total construction contract amount. Therefore the Contractor must be able to demonstrate its good faith effort, consistent with § 28-62(b), D.R.M.C., to obtain M/WBE participation for each bid package under the contract, except for bid packages which are subject to a “modified good faith effort” under § 28-75(c), D.R.M.C., in which case the Contractor must be able to demonstrate its compliance with the requirements of § 28-75(c), D.R.M.C. Sections 28-62(b) and 28-75(c), D.R.M.C., are attached to this Compliance Plan as Attachment 1, for convenient reference.
- E. The M/WBE participation percentage will be calculated by dividing the total value of the M/WBE participation by the total contract amount for the project, including all change orders. The Contractor will count M/WBE participation according to the M/WBE Ordinance, including § 28-63, D.R.M.C., and Rule VII(C).
- F. As required by D.R.M.C. § 28-73, the Contractor shall immediately inform the DSBO in writing of any agreed-upon increase or decrease in the scope of work of the Contract, regardless of whether it has been reduced to writing at the time of notification. Any increase in the scope of work which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an M/WBE under any subcontract, shall be contemporaneously submitted to the DSBO. Those changes to the scope of work that cannot be performed by existing project participants (the Contractor, subcontractors, suppliers, etc.) shall be subject to a goal for M/WBEs equal to the original committed goal. The Contractor shall satisfy the goal for the changed scope of work by soliciting new M/WBEs in accordance with § 28-60, D.R.M.C, and it must show each element of modified good faith that is stated in § 28-75(c), D.R.M.C. The Contractor shall provide to the Director the documentation described in § 28-75(c) with respect to the increased dollar value of the contract.
- G. The Contractor will comply with the provisions of § 28-75 as to the replacement of a M/WBE on the Project.

- H. The Contractor acknowledges that it has a continuing duty, under D.R.M.C. §§ 28-72, 28-73, and 28-75, to maintain, throughout the duration of the contract, compliance with the level of M/WBE participation committed to under any approved compliance plan, and that such commitment is a material condition of the Contract.

SECTION 6: COMPLIANCE DOCUMENTS AND REPORTING

- A. The Contractor will submit the following documentation, properly completed and submitted monthly or when otherwise required by DSBO.

1. Prime contractor background information form*
2. DSBO Schedule of Work form*
3. Subcontractor background information form for all subcontractors*
4. M/WBE Letters of Intent and current certification letters*
5. Monthly contractor's certification of payment forms (participation report)
6. DSBO change order forms
7. M/WBE final/partial lien release forms
8. B2G online Compliance Data Base
 - a. Entering subs into B2G
 - b. Payment verification
 - c. Prime payment allocation to subcontractor

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

- B. The Contractor will document its progress in seeking and obtaining M/WBE participation as required by DSBO. Records of the Contractor's efforts to solicit M/WBE subcontractor and supplier participation, will be maintained and reported **monthly** to DSBO, or as otherwise required, including:

1. Dates of solicitation
2. Names, addresses and telephone numbers of all M/WBE firms contacted.
3. Description of efforts made to contact M/WBE firms.
4. Description of information provided to M/WBE firms.
5. Description of the process and outcome.
6. Advertisements soliciting bids from M/WBE firms in local community publications or construction industry related publications.
7. Schedules of pre-bid meetings to inform M/WBE and non-M/WBE subcontractors and suppliers of opportunities to participate.
8. Evidence that the Contractor provided M/WBE subcontractors and suppliers necessary access to and adequate time to review all project documents.
9. All other documentation required to establish the Contractor's compliance with the good faith efforts required by City ordinance, specifically the items enumerated in subsections 28-62(b)(2) through 28-62(b)(10). D.R.M.C.

SECTION 7: PLAN ADMINISTRATION; MONITORING; CLOSEOUT

- A. DSBO shall have prompt, full and complete access to all Contractor and subcontractor personnel, books and records required to monitor and assure performance of this Compliance Plan.
- B. The Contractor's personnel identified in Section 2 above will be responsible for administering and monitoring the Contractor's performance of this Compliance Plan.
- C. Actual M/WBE participation will be calculated in accordance with the M/WBE Ordinance, including § 28-63, D.R.M.C., and applicable Rules. The Contractor will submit to DSBO a monthly tracking report demonstrating the M/WBE participation that has been achieved. .
- D. The following milestones for review and reconciliation of M/WBE participation will be observed during the contract: February 2016, August 2016, February 2017, August 2017 and February 2018
- E. The Contractor acknowledges that the City may impose monetary penalties and/or withhold payment in the event of Contractor's non-compliance with the M/WBE Ordinance and this Compliance Plan.
- F. The Contractor will use the following methodology for final reconciliation of M/WBE participation performance achieved during the Contract term, measured against the established project goal. The Contractor will present copies of all signed DSBO Final/Partial Lien Release forms for MWBE firms utilized for participation on the Contract. DSBO will compare the Final Monthly Participation Report submitted by the Contractor to determine if the Final/Partial Lien Release dollar figures match what is contained within the Final Monthly Participation Report. Final Compliance shall be achieved when the Contractor establishes to the Director's satisfaction, that it has remitted payments to M/WBE firms utilized on the Project; that it utilized M/WBE firms in accordance with each such firm's Letter of Intent; and that the amount of payments to M/WBE firms equals or exceeds the assigned M/WBE goal for the total amount of the Contract. Failure to achieve final compliance may subject the Contractor to sanctions, in accordance with D.R.M.C, Section 28-77. As provided in such ordinance, sanctions may include, but are not limited to, assessment by the Director of a monetary penalty against the Contractor in an amount not more than 150% of the contract amount for each M/WBE involved. Any such monetary penalty leveled by the Director shall be withheld from the final payment due to the Contractor, and any amount that remains due and owing to the City may be collected pursuant to D.R.M.C., Section 28-77. The Contractor may seek review of any such determination by the Director to levy sanctions through the dispute resolution process set forth in the Construction Contract.

SECTION 8: NON-COMPLIANCE; SANCTIONS; REMEDIATION PLAN

- A. At all times, DSBO shall monitor the Contractor's compliance with this Plan and the M/WBE Ordinance and Rules. The Contractor shall fully cooperate with DSBO's compliance monitoring and auditing efforts, including DSBO's investigation of any alleged or suspected non-compliance by the Contractor.
- B. If the Director has reason to believe that the Contractor is not in compliance with this Plan or with the M/WBE Ordinance, the Director shall give the Contractor written notice of non-compliance, citing the reasons why the Contractor is not in compliance, and giving the Contractor thirty (30) days in which to submit a remediation plan for the Director's review and acceptance. The remediation plan shall demonstrate how the Contractor will cure such non-compliance, and if such non-compliance consists of failure to obtain or maintain M/WBE participation at the committed level, that the Contractor's M/WBE participation level will again achieve the committed level, and that the Contractor will ultimately achieve the committed participation goal for the contract..
- C. The Contractor shall, within such thirty (30) day period, deliver to the Director a written remediation plan the Director's review and approval.
- D. The Director may issue a written determination of non-compliance and the sanction which the Director has elected to impose as a consequence:
 - (1) If the Contractor does not respond within the time allowed; or
 - (2) If the Contractor fails to submit a satisfactory remediation plan; or
 - (3) If a Contractor submits an acceptable remediation plan but thereafter fails to comply with the plan.
- E. The Contractor may contest a determination issued under Section 8(D), by requesting a hearing within 30 days after the date of such determination, as provided in § 28-33, D.R.M.C.

SECTION 9: MEDIATION

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

by DSBO from M/WBE firms regarding a dispute they are experiencing with either a subcontractor or the Contractor.

IN WITNESS WHEREOF, Contractor has executed and agrees to abide by the terms of this Compliance Plan as of the 10 day of ~~SEPTEMBER~~ 2015.

Contractor

By:

A handwritten signature in black ink, appearing to read "Chris Waibel", written over a horizontal line.

Chris Waibel
Program Controls Manager
KIEWIT INFRASTRUCTURE CO.

ATTACHMENT 1

EXCERPTS FROM DENVER REVISED MUNICIPAL CODE

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

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

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

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

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

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

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



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

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

# **Exhibit P**

**RULES AND REGULATIONS  
REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

Promulgated and adopted by the Manager of Public Works pursuant to and by authority of Article III, Division 2, Chapter 28 of the Revised Municipal Code of the City and County of Denver, and for the purpose of insuring that contractors, subcontractors and suppliers soliciting and receiving compensation for contract work from or through the City and County of Denver provide equal opportunity in employment without regard to race, color, creed, sex, national origin, age, religion, marital status, political opinion or affiliation or mental or physical handicap and meet certain requirements for the hiring, training, promotion, and treatment during employment of members of ethnic groups subject to differential treatment, including persons of African descent (Black), Spanish-surnamed (Hispanic), Asian-American and American Indian Groups.

**RULE I - DEFINITIONS**

- A. "City" means the City and County of Denver.
- B. "Manager" shall mean the Manager of Public Works for the City and County of Denver.
- C. "Contract" means a contract entered into with the City and County of Denver, financed in whole or in part by local resources or funds of the City and County of Denver, for the construction of any public building or prosecution or completion of any public work.
- D. "Contractor" means the original party to a contract with the City and County of Denver, also referred to as the "general" or "prime" contractor.
- E. "Director" means the Director of the Division of Small Business Opportunity.
- F. "Subcontractor" means any person, company, association, partnership, corporation, or other entity, which assumes by subordinate agreement some or all of the obligations of the general or prime contractor.
- G. The phrase "Bidding Specifications" as used in Article III, Division 2 of Chapter 28 of the Revised Municipal Code shall include BID CONDITION, INVITATION TO BID, and NOTICE OF PROPOSAL.
- H. "Affirmative Action Program" means a set of specific and result-oriented procedures or steps to which a contractor commits himself to apply every good faith effort to employ members of ethnic minority groups, to include persons of African descent (Black), Spanish surnamed (Hispanic), Asian-American, American Indians, and persons with mental or physical handicap.
- I. "Division of Small Business Opportunity" means the City agency established pursuant to Article III, Division 1 of Chapter 28 of the Denver Revised Municipal Code.

**RULE II - NOTICE OF HEARING**

When results of conciliation efforts are unsatisfactory to the Manager and he is informed in accordance with Article III, Division 2 of Chapter 28 of the Revised Municipal code that a contractor or subcontractor has apparently failed to meet affirmative action and equal employment opportunity requirements after a reasonable period of notice to correct deficiencies, the Manager will, prior to imposition of any sanctions, afford the general contractor a hearing in order to determine whether the contractor or his subcontractors have failed to comply with the affirmative action and equal employment opportunity requirements of Article III, Division 2 of Chapter 28 of the Revised Municipal Code or of the contract. Written notice of such hearing shall be delivered personally or sent by certified mail, return receipt requested, to the contractor and to any subcontractor involved, at least ten (10) days prior to the date scheduled for the hearing.

### **RULE III - HEARING**

- A. Contractors will appear at hearings and may be represented by counsel, and may present testimony orally and other evidence.
- B. Hearings shall be conducted by one or more hearing examiners designated as such by the Manager.
- C. The Director of the Division of Small Business Opportunity may participate in hearings as a witness.
- D. Hearings shall be held at the place specified in the notice of hearing.
- E. All oral testimony shall be given under oath or affirmation and a record of such proceedings shall be made.
- F. All hearings shall be open to the public.
- G. The hearing officer shall make recommendations to the Manager who shall make a final decision.

### **REGULATIONS**

#### **REGULATION NO. 1 - ORDINANCE:**

The Rules and Regulations of the Manager shall be inserted in the bidding specifications for every contract for which bidding is required.

#### **REGULATION NO. 2 - EXEMPTIONS:**

Each contract and subcontract, regardless of the dollar amount, shall be subject to affirmative action requirements unless specifically exempted in writing individually by the Manager. Exemptions apply only to "affirmative action" in equal employment opportunity, and are not to be construed as condonation in any manner of "discrimination" or "discriminatory practices" in employment because of race, color, creed, sex, age, national origin, religion, marital status, political opinion or mental or physical handicap.

#### **REGULATION NO. 3 - DIRECTOR OF CONTRACT COMPLIANCE:**

The Director of the Division of Small Business Opportunity shall perform the duties assigned to such official by Article III, Division 2 Chapter 28 of the Revised Municipal Code and by the Manager. (1) The Director of the Division of Small Business Opportunity or designated representatives shall inform bidders and contractors of affirmative action procedures, programs, and goals in accordance with the Ordinance at pre-bid and pre-construction conference; (2) make regular on-site inspections; (3) supply contractors and subcontractors with report forms to be completed by them when requested, and furnished to the Director of the Division of Small Business Opportunity; and (4) review payroll records, employment records and practices of general contractors and their subcontractors and suppliers during the performance of any contract. The Director of the Division of Small Business Opportunity shall promptly report apparent affirmative action deficiencies to the Manager.

#### **REGULATION NO. 4 - GOALS AND TIMETABLES:**

In general, goals and timetables should take into account anticipated vacancies and the availability of skills in the market place from which employees should be drawn. In addition, where discrimination in employment by a general contractor or any of his subcontractors is indicated, a corrective action program will take into account the need by the general contractor and his subcontractors to correct past discriminatory practices and reach goals of minority manpower utilization on a timely basis through such recruiting and advertising efforts as are necessary and appropriate.

#### **REGULATION NO. 5 - AWARD OF CONTRACTS:**

It shall be the responsibility of the Director of the Division of Small Business Opportunity to determine the affirmative action capability of bidders, contractors and subcontractors and to recommend to the Manager

the award of contracts to those bidders, contractors and subcontractors and suppliers who demonstrate the ability and willingness to comply with the terms of their contract.

**REGULATION NO. 6 - PUBLICATION AND DUPLICATION:**

Copies of these Rules and Regulations as amended by the Manager from time to time, shall as soon as practicable and after Notice being published will be made a part of all City Contracts.

**REGULATION NO. 7 - NOTICE TO PROCEED:**

Prior to issuance of the Notice to Proceed, a sign-off will be required of the Director of the Division of Small Business Opportunity or his designee.

**REGULATION NO. 8 - CONTRACTS WITH SUBCONTRACTORS:**

To the greatest extent possible, the contractor shall make a good faith effort to contract with minority contractors, subcontractors and suppliers for services and supplies by taking affirmative actions, which include but are not limited to the following:

1. Advertise invitations for subcontractor bids in minority community news media.
2. Contact minority contractor organizations for referral of prospective subcontractors.
3. Purchase materials and supplies from minority material suppliers.

**REGULATION NO. 9 - AGENCY REFERRALS:**

It shall be no excuse that the union with which the contractor or subcontractor has an agreement providing for referral, exclusive or otherwise, failed to refer minority employees.

**REGULATION NO. 10 - CLAUSES:**

The Manager shall include the appropriate clauses in every contract and the contractor shall cause to be inserted in every subcontract the appropriate clauses:

1. APPENDIX A: City and County of Denver Equal Opportunity Clause - ALL CONTRACTS funded only with City and County of Denver monies.
2. APPENDIX B: Equal Opportunity Clause (11246) - ALL FEDERAL ASSISTED.
3. APPENDIX C: Section 3 - Assurance of Compliance - HUD ASSISTED PROJECTS.
4. APPENDIX D: Section 3 - Clause - HUD ASSISTED PROJECTS.

All amendments to the appendices shall be included by reference.

**REGULATION NO. 11 - SHOW CAUSE NOTICES:**

When the Manager has reasonable cause to believe that a contractor has violated Article III, Division 2 of Chapter 28 of the Denver Revised Municipal Code, he may issue a notice requiring the contractor to show cause, within fifteen (15) days why enforcement procedures, or other appropriate action to insure compliance, should not be instituted.

**REGULATION NO. 12 - BID CONDITIONS - AFFIRMATIVE ACTION REQUIREMENTS - EQUAL EMPLOYMENT OPPORTUNITY:**

1. APPENDIX E: The Bid Conditions - Affirmative Action Requirements - Equal Employment Opportunity as amended and published by the U.S. Department of Labor Employment Standards Administration, Office of Federal Contract Compliance, shall be inserted verbatim for bidding specification for every non-exempt contract involving the use of Federal funds.
2. APPENDIX F: The Bid Conditions - Affirmative Action Requirements - Equal Employment Opportunity as published by the Department of Public Works, City and County of Denver, shall be inserted verbatim as bidding specifications for every non-exempt contract using City funds.

**CITY AND COUNTY OF DENVER  
DEPARTMENT OF PUBLIC WORKS**

**APPENDIX A**

**CITY AND COUNTY OF DENVER EQUAL OPPORTUNITY CLAUSE -  
ALL CONTRACTS**

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Each Contractor will comply with all provisions of Article III, Division 2 of Chapter 28 of the Revised Municipal Code, and the rules, regulations, and relevant orders of the Manager and the Director.
5. The Contractor will furnish all information and reports required by Article III, Division 2 of Chapter 28 of the Revised Municipal Code, and by rules, regulations and orders of the Manager and Director or pursuant thereto, and will permit access to his books, records, and accounts by the Manager, Director, or their designee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts in accordance with procedures authorized in Article III, Division 2, Chapter 28 of the Revised Municipal Code, or by rules, regulations, or order of the Manager.
7. The Contractor will include Regulation 12, Paragraph 2 and the provisions of paragraphs (1) through (6) in every subcontract of purchase order unless exempted by rules, regulations, or orders of the Manager issued pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code, so that such provisions will be binding on each subcontractor or supplier. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The applicant further agrees to be bound by the above equal opportunity clauses with respect to its own employment practices when it participates in City contracts. The Contractor agrees to assist and cooperate actively with the Manager and the Director in obtaining compliance of subcontractors and suppliers with

the equal opportunity clause and the rules, regulations and relevant orders of the Manager, and will furnish the Manager and the Director such information as they may require for the supervision of compliance, and will otherwise assist the Manager and Director in the discharge of the City's primary responsibility for securing compliance. The Contractor further agrees to refrain from entering into any contract or contract modification subject to Article III, Division 2 of Chapter 28 of the Revised Municipal Code with a contractor debarred from, or who has not demonstrated eligibility for, City contracts.

The Contractor will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Manager and Director. In addition, the Contractor agrees that failure or refusal to comply with these undertakings the Manager may take any or all of the following actions:

- A. Cancellation, termination, or suspension in whole or in part of this contract.
- B. Refrain from extending any further assistance to the applicant under the program with respect to which the failure occurred until satisfactory assurance of future compliance has been received from such applicant.
- C. Refer the case to the City Attorney for appropriate legal proceedings.

**SUBCONTRACTS:** Each prime Contractor or Subcontractor shall include the equal opportunity clause in each of its subcontracts.

**CITY AND COUNTY OF DENVER  
DEPARTMENT OF PUBLIC WORKS**

**APPENDIX F**

**AFFIRMATIVE ACTION REQUIREMENTS**

**EQUAL EMPLOYMENT OPPORTUNITY**

For All Non-Exempt Construction Contracts to Be Awarded by the  
City and County of Denver, Department of Public Works.

**NOTICE**

EACH BIDDER, CONTRACTOR OR SUBCONTRACTOR (HEREINAFTER THE CONTRACTOR) MUST FULLY COMPLY WITH THE REQUIREMENTS OF THESE BID CONDITIONS AS TO EACH CONSTRUCTION TRADE IT INTENDS TO USE ON THIS CONSTRUCTION CONTRACT, AND ALL OTHER CONSTRUCTION WORK (BOTH CITY AND NON-CITY) IN THE DENVER AREA DURING THE PERFORMANCE OF THIS CONTRACT OR SUBCONTRACT. THE CONTRACTOR COMMITS ITSELF TO THE GOALS FOR MINORITY MANPOWER UTILIZATION, AS APPLICABLE, AND ALL OTHER REQUIREMENTS, TERMS AND CONDITION OF THESE BID CONDITIONS BY SUBMITTING A PROPERLY SIGNED BID.

THE CONTRACTOR SHALL APPOINT A COMPANY EXECUTIVE TO ASSUME THE RESPONSIBILITY FOR THE IMPLEMENTATION OF THE REQUIREMENTS, TERMS AND CONDITIONS OF THESE BID CONDITIONS.

/s/ \_\_\_\_\_

Manager of Public Works  
City and County of Denver



**A. REQUIREMENTS - AN AFFIRMATIVE ACTION PLAN:**

Contractors shall be subject to the provisions and requirements of these bid conditions including the goals and timetables for minority\* and female utilization, and specific affirmative action steps set forth by the Division of Small Business Opportunity (DSBO). The contractor's commitment to the goals for minority, and female utilization as required constitutes a commitment that it will make every good faith effort to meet such goals.

**1. GOALS AND TIMETABLES:**

The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade are as follows:

| GOALS FOR<br>MINORITY PARTICIPATION<br>FOR EACH TRADE | GOALS FOR<br>FEMALE PARTICIPATION<br>FOR EACH TRADE |
|-------------------------------------------------------|-----------------------------------------------------|
| From January 1, 1982<br>to<br>Until Further Notice    | From January 1, 1982<br>to<br>Until Further Notice  |
| <b>21.7% - 23.5%</b>                                  | <b>6.9%</b>                                         |

The goals for minority and female utilization above are expressed in terms of hours of training and employment as a proportion of the total number of hours to be worked by the contractor's aggregate workforce, which includes all supervisory personnel, in each trade, on all projects for the City and County of Denver during the performance of its contract (i.e., The period beginning with the first day of work on the City and County of Denver funded construction contract and ending with the last day of work).

The hours of minority and female employment and training must be substantially uniform throughout the length of the contract in each trade and minorities and females must be employed evenly on each of a contractor's projects. Therefore, the transfer of minority or female employees from contractor to contractor or from project to project for the purpose of meeting the contractor's goals shall be a violation of these Bid Conditions.

If the Contractor counts the nonworking hours of apprentices they must be employed by the Contractor during the training period; the Contractor must have made a commitment to employ apprentices at the completion of their training subject to the availability of employment opportunities; and the apprentices must be trained pursuant to training programs approved by the Bureau of Apprenticeship and Training.

\* "Minority" is defined as including, Blacks, Spanish Surname Americans, Asian Americans, and American Indians, and includes both men and minority women.

**2. SPECIFIC AFFIRMATIVE ACTION STEPS:**

No contractor shall be found to be in noncompliance solely on account of its failure to meet its goals, but will be given an opportunity to demonstrate that the contractor has instituted all the specific affirmative action steps specified and has made every good faith effort to make these steps work toward the attainment of its goals within the timetables, all to the purpose of expanding minority and female utilization in its aggregate workforce. A contractor, who fails to comply with its obligation under the Equal Opportunity Clause of its contract and fails to achieve its commitments to the goals for minority and female utilization has the burden of proving that it has engaged in an Affirmative Action Program directed at increasing minority and female utilization and that such efforts were at least as extensive and as specific as the following:

- a. The Contractor should have notified minority and female organizations when employment opportunities were available and should have maintained records of the organization's response.
- b. The Contractor should have maintained a file of the names and addresses of each minority and female referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the Contractor, the reasons. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred, not employed by the Contractor, the file should have documented this and their reasons.
- c. The Contractor should have promptly notified the Department of Public Works, and the Division of Small Business Opportunity when the union or unions with which the Contractor has collective bargaining agreements did not refer to the contractor a minority or female sent by the contractor, or when the Contractor has other information that the union referral process has impeded efforts to meet its goals.
- d. The Contractor should have disseminated its EEO policy within its organization by including it in any employee handbook or policy manual; by publicizing it in company newspapers and annual reports and by advertising such policy at reasonable intervals in union publications. The EEO policy should be further disseminated by conducting staff meetings to explain and discuss the policy; by posting of the policy; and by review of the policy with minority and female employees.
- e. The Contractor should have disseminated its EEO policy externally by informing and discussing it with all recruitment sources; by advertising in news media, specifically including minority and female news media; and by notifying and discussing it with all subcontractors.
- f. The Contractor should have made both specific and reasonably recurrent written and oral recruitment efforts. Such efforts should have been directed at minority and female organizations, schools with substantial minority and female enrollment, and minority and female recruitment and training organizations within the Contractor's recruitment area.
- g. The Contractor should have evidence available for inspection that all tests and other selection techniques used to select from among candidates for hire, transfer, promotion, training, or retention are being used in a manner that does not violate the OFCCP Testing Guidelines in 41 CFR Part 60-3.
- h. The Contractor should have made sure that seniority practices and job classifications do not have a discriminatory effect.
- i. The Contractor should have made certain that all facilities are not segregated by race.
- j. The Contractor should have continually monitored all personnel activities to ensure that its EEO policy was being carried out including the evaluation of minority and female employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.
- k. The Contractor should have solicited bids for subcontracts from available minority and female subcontractors engaged in the trades covered by these Bid Conditions, including circulation of minority and female contractor associations.

NOTE: The Director and the Division of Small Business Opportunity will provide technical assistance on questions pertaining to minority and female recruitment sources, minority and female community

organizations, and minority and female news media upon receipt of a request for assistance from a contractor.

**3. NON - DISCRIMINATION:**

In no event may a contractor utilize the goals and affirmative action steps required in such a manner as to cause or result in discrimination against any person on account of race, color, religion, sex, marital status, national origin, age, mental or physical handicap, political opinion or affiliation.

**4. COMPLIANCE AND ENFORCEMENT:**

In all cases, the compliance of a contractor will be determined in accordance with its obligations under the terms of these Bid Conditions. All contractors performing or to perform work on projects subject to these Bid Conditions hereby agree to inform their subcontractors in writing of their respective obligations under the terms and requirements of these Bid Conditions, including the provisions relating to goals of minority and female employment and training.

**B. CONTRACTORS SUBJECT TO THESE BID CONDITIONS:**

In regard to these Bid Conditions, if the Contractor meets the goals set forth therein or can demonstrate that it has made every good faith effort to meet these goals, the Contractor shall be presumed to be in compliance with Article III, Division 2 of Chapter 28 of the Revised Municipal Code, the implementing regulations and its obligations under these Bid Conditions. In the event, no formal sanctions or proceedings leading toward sanctions shall be instituted unless the contracting or administering agency otherwise determines that the contractor is violating the Equal Opportunity Clause.

1. Where the Office of Contract Compliance finds that a contractor failed to comply with the requirements of Article III, Division 2 of Chapter 28 of the Revised Municipal Code or the implementing regulations and the obligations under these Bid Conditions, and so informs the Manager, the Manager shall take such action and impose such sanctions, which include suspension, termination, cancellation, and debarment, as may be appropriate under the Ordinance and its regulations. When the Manager proceeds with such formal action it has the burden of proving that the Contractor has not met the goals contained in these Bid Conditions. The Contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these Bid Conditions.
2. The pendency of such proceedings shall be taken into consideration by the Department of Public Works in determining whether such contractor can comply with the requirements of Article III, Division 2 of Chapter 28 of the Revised Municipal Code, and is therefore a "responsible prospective contractor".
3. The Division of Small Business Opportunity shall review the Contractor's employment practices during the performance of the contract. If the Division of Small Business Opportunity determines that the Contractor's Affirmative Action Plan is no longer an acceptable program, the Director shall notify the Manager.

**C. OBLIGATIONS APPLICABLE TO CONTRACTORS:**

It shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority or female employees. Discrimination in referral for employment, even if pursuant to provisions of a collective bargaining agreement, is prohibited by the National Labor Relations Act, as amended, Title VI of the Civil Rights Act of 1964, as amended, and Article III, Division 2 of Chapter 28 of the Revised Municipal Code. It is the policy of the Department of Public Works that contractors have a responsibility to provide equal employment opportunity, if they wish to participate in City and County of Denver contracts. To the extent they have delegated the responsibility for some of their employment practices to a labor organization and, as a result, are prevented from meeting their obligations pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code, such

Contractors cannot be considered to be in compliance with Article III, Division 2, Chapter 28 of the Revised Municipal Code, or its implementing rules and regulations.

**D. GENERAL REQUIREMENTS:**

Contractors are responsible for informing their subcontractors in writing regardless of tier, as to their respective obligations. Whenever a Contractor subcontracts a portion of work in any trade covered by these Bid Conditions, **it shall include these Bid Conditions in such subcontracts and each subcontractor shall be bound by these Bid Conditions to the full extent as if it were the prime contractor.** The Contractor shall not, however, be held accountable for the failure of its subcontractors to fulfill their obligations under these Bid Conditions. However, the prime contractor shall give notice to the Director of any refusal or failure of any subcontractor to fulfill the obligations under these Bid Conditions. A subcontractor's failure to comply will be treated in the same manner as such failure by a prime contractor.

1. Contractors hereby agree to refrain from entering into any contract or contract modification subject to Article III, Division 2, Chapter 28 of the Revised Municipal Code with a contractor debarred from, or who is determined not to be a "responsive" bidder for the City and County of Denver contracts pursuant to the Ordinance.
2. The Contractor shall carry out such sanctions and penalties for violation of these Bid Conditions and the Equal Opportunity Clause including suspension, termination and cancellation of existing subcontracts and debarment from future contracts as may be ordered by the Manager pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code and its implementing regulations.
3. Nothing herein is intended to relieve any contractor during the term of its contract from compliance with Article III, Division 2, Chapter 28 of the Revised Municipal Code, and the Equal Opportunity Clause of its contract with respect to matters not covered in these Bid Conditions.
4. Contractors must keep such records and file such reports relating to the provisions of these Bid Conditions as shall be required by the Office of Contract Compliance.
5. Requests for exemptions from these Bid Conditions must be made in writing, with justification, to the Manager of Public Works, 201 W. Colfax, Dept. 608, Denver, Colorado 80202, and shall be forwarded through and with the endorsement of the Director.

# Exhibit Q

**General Contract Conditions**  
**2011 Edition**

**CITY AND COUNTY OF DENVER**  
**DEPARTMENT OF PUBLIC WORKS**

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