

**CITY AND COUNTY OF DENVER  
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE  
CONTRACT NO. 202056843**

**On-Call SBE Construction Services**

**CONTRACT**

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

**WITNESSETH**, Commencing on August 27, 2020 and for at least three (3) days the City advertised a solicitation for qualifications from qualified general contractors to perform services for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the following:

**On-Call SBE Civil Construction Services**

**WHEREAS**, submittals pursuant to said advertisement have been reviewed, evaluated and ranked by a selection committee and a recommendation was made to the Executive Director of the Department of Transportation and Infrastructure, who has recommended that a Contract for said work be made and entered into with the above-named Contractor, and

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

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

**1. CONTRACT DOCUMENTS**

It is agreed by the parties hereto that the following list of documents, instruments, technical specifications, plans, drawings and other materials which are attached hereto and bound herewith, incorporated herein by reference or otherwise referenced in these documents constitute and shall be referred to either as the "Contract Documents" or the "Contract," and all of said documents, instruments, technical specifications, Plans, Drawings and other materials taken together as a whole constitute the Contract between the parties hereto, and they are as fully a part of this agreement as if they were set out verbatim and in full herein:

**EXHIBIT A** Scope of Work and Hourly Rates  
**EXHIBIT B** DSBO SBE Forms

*Notice of Requests for Qualifications*  
*Requests for Qualifications*  
*Contractor Statement of Qualifications*  
*Article III, Divisions 1, 2, and 3 of Chapter 28, D.R.M.C.*  
*Addenda (as applicable)*  
*Equal Employment Opportunity Provisions (Appendix A and Appendix F)*  
*Contract Form*

*Performance and Payment Bond (Exhibit C)*  
*ACORD Certificate of Insurance (Exhibit D)*  
*Prevailing Wage Rate Schedule (Exhibit E)*  
*General Contract Conditions (incorporated by index)*  
*Special Contract Conditions*  
*Notice to Apparent Successful Proposer*  
*\*Change Rider*  
*\*Proposal Request*  
*\*Proposal Request Pricing Worksheet*  
*\*Work Order*  
*\*Work Order Notice to Proceed*  
*\*Contractor's Work Order Certification of Payment Form*  
*\*Work Order Final Lien Release Form*  
*\*Work Order Final Receipt*  
*\*Work Order Change Orders (as applicable)*  
*Federal Requirements (as applicable)*  
*Technical Specifications (as applicable)*  
*Work Order Contract Drawings (as applicable)*  
*Work Order Scope of Work (as applicable)*  
*Work Order Accepted Shop Drawings (as applicable)*

\*Forms attached to Special Conditions

## **2. SCOPE OF WORK**

The City and County of Denver Department of Transportation and Infrastructure (“the City”) has identified the need to establish a group of qualified On-Call Prime General Contractors available to respond to proposal bidding requests for the execution of construction work for the City’s infrastructure. The General Civil Construction On-Call Contract will be utilized to construct a variety of improvements to the City’s infrastructure, typically within City right-of-way. These improvements may include, but are not limited to preconstruction services, minor roadway construction, pavement removal and rehabilitation, safety improvements, traffic signal, lighting and telecommunications installations and/or modifications, landscape improvements, general storm sewer improvements, minor bridge work and/or traffic maintenance. All work shall be completed pursuant to the scope of work attached, applicable work order requests and at the hourly rates attached as **Exhibit A**, unless otherwise specified.

## **3. TERMS OF PERFORMANCE**

For each Proposal Pricing Request submitted to the Contractor, the Contractor agrees to review and price the Proposal Request per instructions in the work order mini-bid request, or if not specified or inapplicable, then within fourteen (14) consecutive calendar days of the date of such Proposal Request. In the event a Work Order is issued pursuant to a priced Proposal Request, the Contractor agrees to undertake the performance of the specified Work within the time period required in the scope and instructions of the work order mini-bid request, or, if not specified or inapplicable, then within ten (10) consecutive calendar days of the date of issuance of a Notice to Proceed for the referenced Work Order. The Contractor agrees to satisfactorily complete all work referenced in each Work Order within the agreed upon period of performance set forth in such Work Order or Notice to Proceed, plus such extension or extensions granted by the Executive Director in accordance with the provisions for Work Order Changes. For purposes of this Contract, “Contract Time”, as used in the General Contract Conditions, shall mean the period of performance specified in each issued Work Order and shall run from the date of issuance of a Work Order Notice to Proceed to the date of Work Order Final

Completion. Work Order Substantial Completion shall occur prior to Final Completion of any Work Order.

**4. TERMS OF PAYMENT**

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

**5. NO DISCRIMINATION IN EMPLOYMENT**

In connection with the performance of work under this contract, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

**6. COMPLIANCE WITH SBE REQUIREMENT**

(a) This Contract is subject to Article VII of Chapter 28, Denver Revised Municipal Code (“D.R.M.C.”), designated as §§ 28-201 to 28-236 (the “SBE Ordinance”), and the Rules and Regulations promulgated pursuant thereto. This Agreement is also subject to the defined selection pool requirements of the SBE Ordinance. The Contractor is a certified Small Business Enterprise (“SBE”) and has identified in its Proposal SBE firms with which it intends to subcontract under this Agreement. (See attached **EXHIBIT B**)

(b) Under § 28-222, D.R.M.C., the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Contract, at a minimum, compliance with the SBE defined selection pool requirements and with its originally achieved level of SBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting SBEs performing on this Contract through change order, contract amendment, force account, or as otherwise described in § 28-223, D.R.M.C. The Contractor/Consultant acknowledges that:

- (1) It must establish and maintain records and submit regular reports, as required, which will allow the City to assess the Contractor’s compliance with the defined selection pool requirements and additional SBE participation requirements.
- (2) Contractor shall have a continuing obligation to immediately inform the DSBO in writing of any agreed upon increase or decrease in the scope of work of this Agreement, upon any of the bases described in § 28-223, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification. Any increase in the scope of services of this Contract, whether by amendment or other modification, which increases the dollar value of the Agreement, if such change is within the scope of work designated for performance by the Contractor or any utilized SBE subcontractor or supplier at the time of award of this Agreement, shall be contemporaneously submitted to the DSBO.
- (3) The Contractor/Consultant shall achieve defined selection pool requirements and the minimum utilization requirements regarding the SBE subcontractor or supplier as respects such changed scope of work by performing such work or by retaining additional SBE subcontractor(s) or supplier(s).

- (4) The Contractor shall supply to the DSBO Director documentation required by ordinance with respect to the increased dollar value of this Contract. The Contractor/Consultant shall not, during the term of this Contract:
  - (i) Fail to in fact perform as an SBE to achieve the work scope originally listed at proposal submission in order to achieve defined selection pool requirements; or
  - (ii) Modify or eliminate all or any portion of the scope of work attributable to the SBE subcontractor upon which minimum utilization is based the contract was awarded, unless directed by the City.
  - (iii) Termination or substitution of an SBE subcontractor requires compliance with § 28-226, D.R.M.C.
- (5) For contracts of one million dollars (\$1,000,000.00) and over, the Contractor is required to comply with § 28-225, D.R.M.C., as applicable, regarding prompt payment to SBE. Payment to SBE subcontractors shall be made by no later than thirty-five (35) days after receipt of an SBE subcontractor invoice.
- (6) Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-229 of the SBE Ordinance.
- (7) Should any questions arise regarding SBE and DSBO requirements the Contractor should consult the SBE Ordinance or may contact the DSBO representative at (720) 913-1999.

**7. WAGE RATE REQUIREMENTS**

In performance of all Work hereunder, the Contractor agrees to comply with and be bound by all requirements and conditions of the City's Payment of PREVAILING WAGES Ordinance, Sections 20-76 through 20-79, D.R.M.C. (attached hereto as **EXHIBIT E**) and any determinations made by the City pursuant thereto, as well as the PAYMENT OF CITY MINIMUM WAGE. Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

**8. APPLICABILITY OF LAWS**

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

**9. APPROPRIATION**

Notwithstanding any other term, provision, or condition herein, all payment obligations under this Contract shall be limited to the funds duly and lawfully appropriated and encumbered, or otherwise made available by the Denver City Council and paid into the Treasury of the City. As of the date of this Contract, Zero Dollars (\$0,000.00) has been appropriated and encumbered for this Contract. The Contractor is hereby notified pursuant to Section 24-91-103.6(7)(a) of the Colorado Revised Statutes that the City intends to encumber funds on a Work Order by Work Order basis. Receipt of a fully executed Work Order is the written notice that funds have been appropriated and encumbered. 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 and encumbered for the Work to be performed in accordance with the Contract Documents is expressly prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable Work to be performed, which Work will cause the aggregate amount payable for such Work to exceed the amount appropriated and encumbered for the Work, unless and until such time as the Contractor has been advised in writing by the Project Manager that a lawful appropriation and encumbrance 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 and encumbered for the Work are sufficient to cover the entire cost of such Work, and any Work undertaken or performed in excess of the amount appropriated and encumbered is undertaken or performed in violation of the terms of this Contract, without the proper authorization for such Work, and at the Contractor's own risk and sole expense.

**10. [RESERVED]**

**11. ASSIGNMENT**

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

**12. DISPUTES RESOLUTION PROCESS**

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

**13. CONTRACT BINDING**

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

**14. PARAGRAPH HEADINGS**

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

**15. SEVERABILITY**

It is understood and agreed by the parties hereto that, if any part, term, or provision of this Contract, except for the provisions of this Contract requiring prior appropriation and limiting the total amount to be paid by the City, is by the courts held to be illegal or in conflict with any law of the State of

Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term or provision held to be invalid.

**16. MAXIMUM CONTRACT AMOUNT**

Each Project will be assigned and authorized separately by Work Order. The maximum amount to be paid by the City to the Contractor for satisfactory completion of all Work Orders authorized by the City and performed by the Contractor under this Contract shall in no event exceed the sum of **FIVE MILLION DOLLARS AND NO CENTS (\$5,000,000.00)**, unless this Contract is modified to increase said amount by a duly authorized, written contract amendment mutually agreeable to and executed by the parties hereto.

**17. TERM**

The term or duration of this Agreement shall be **three (3) years from the date of execution** of this Agreement, unless extended by Contract amendment in accordance with the provisions of these Special Contract Conditions. With respect to any Work that is authorized by a Work Order issued prior to the contract completion date, but not completed by that date, the City shall have the option to terminate the Work in progress and pay only for that portion of the Work satisfactorily completed within the period of performance specified herein or to provide for, in writing, a limited extension of the contract completion date to complete the remaining Work at the prices agreed upon in the previously issued Work Order(s).

**18. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**

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

**[SIGNATURES TO FOLLOW]**

**Contract Control Number:** DOTI-202056843-00  
**Contractor Name:** Premier Services Inc

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:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

DOTI-202056843-00  
Premier Services Inc

DocuSigned by:  
*James Bauer*  
By: 4BA6193A52204E8...

Name: James Bauer  
(please print)

Title: President  
(please print)

ATTEST: [if required]

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

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

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



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

**General Contract Conditions**

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[END OF PAGE]

## **SPECIAL CONTRACT CONDITIONS**

### **SC-1 DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE (REPLACES GENERAL CONTRACT CONDITION 203)**

As of January 1, 2020, the functions of Public Works are housed in the new Department of Transportation and Infrastructure. For purposes of this Contract all references (including, but not limited to, references appearing in the body of the contract, General Conditions, Special Conditions, Exhibits, Contract Documents or Policies and Procedures) to the Department of Public Works will have the same meaning as the Department of Transportation and Infrastructure.

Vested exclusively in the Department of Transportation and Infrastructure is the management and control of the design and construction of general and local public improvements undertaken by the City and County of Denver, except for: (i) work which is under the management and control of the Department of Aviation; (ii) that work performed by the Denver Board of Water Commissioners; (iii) any such work that the Mayor has specifically assigned to another department or agency; and (iv) work under the authority of the Department of Transportation and Infrastructure that is performed with the permission of the Manager of Transportation and Infrastructure by private entities at their own expense.

### **SC-2 MANAGER/EXECUTIVE DIRECTOR**

General Condition 112 Manager is hereby deleted in its entirety and replaced with the following:

#### **112 EXECUTIVE DIRECTOR**

“Executive Director” means the Executive Director of Aviation, if the Contract is entered into under the authority of the Department of Aviation; or it means the Executive Director of Transportation and Infrastructure, if the Contract is entered into under the authority of the Department of Transportation and Infrastructure. The department is identified in the Contract Documents. Whenever the term “Executive Director” is used in the Contract Documents, such term refers only to the Executive Director of Aviation or Executive Director of the Department of Transportation and Infrastructure, as appropriate, and not to any individual to whom the Executive Director has delegated authority.

### **SC-3 CITY DELEGATION OF AUTHORITY**

With reference to General Contract Condition 109, DEPUTY MANAGER, General Contract Condition 203 DEPARTMENT OF PUBLIC WORKS, and General Contract Condition 212, CITY’S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the 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 Project Manager.

### **SC-4 GENERAL CONDITION 204 is hereby modified as follows:**

As of January 1, 2020, the functions of Public Works are housed in the new Department of Transportation and Infrastructure. The Manager of Public Works / Executive Director of Public Works will become the Executive Director of Transportation and Infrastructure. Manager of Public Works, Executive Director of Public Works and Manager of Transportation and Infrastructure and Executive Director of Transportation and Infrastructure will have the same meaning for purposes of this Agreement.

## SC-5 CONSTRUCTION SPECIFICATIONS

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

City and County of Denver:

*Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS,*  
(2011 Edition)  
*Transportation Standards and Details for the Engineering Division*  
*City and County of Denver Traffic Standard Drawings*  
*Wastewater Capital Projects Management*  
<https://www.denvergov.org/content/denvergov/en/wastewater-management/capital-projects-management.html>

Colorado Department of Transportation:

*Standard Specifications for Road and Bridge Construction*  
(Sections 200 through 700 of the 2019 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 2018 Series, City and County of Denver Amendments 2019)  
<https://www.denvergov.org/content/denvergov/en/denver-development-services/help-me-find/-building-codes-and-policies.html>  
*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, (5<sup>th</sup> floor), Denver, CO 80202. The *Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS* is available at: <https://www.denvergov.org/content/denvergov/en/contract-administration/contractor-resources.html>

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

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

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

## SC-6 LIQUIDATED DAMAGES

Should the Contractor fail to complete any Work Order within the Contract Time allocated in that Work Order, the Contractor shall become liable to the City and County of Denver for liquidated damages, and not as a penalty, **at the liquidated damages rate specified in that Work Order**, for

each consecutive calendar day that the Contractor exceeds the period of performance specified in the Work Order, all in accordance with the provisions of General Contract Condition 602.

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

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

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

**SC-7 SUBCONTRACTS**

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

**SC-8 BUILDING INSPECTION DIVISION PLAN REVIEW FEES**

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

In addition to all permit and license fees required by GC-317, the Contractor is required to pay to the Building Inspection Division all plan review fees which may come due as a percentage of the Building Permit Fee in accordance with Chapter 1, Section 138.1 of the Denver Amendments to the Uniform Building Code (2016). For additional plan review fees that may be due as a result of the requirements of Denver Amendments Table 1-C footnote 4, the Contractor shall be entitled to compensation for the actual cost of all such fees paid, without any additional mark up, by execution of a change order in accordance with General Condition 1101.

**SC-9 CONTRACT FORMS**

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

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

**SC-10 WAGE RATE SCHEDULE**

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



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

#### **SC-11 CONSTRUCTION INSPECTION BY THE CITY**

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

- .1** Persons who are employees of the City or who are under contract to the City or the City as lessee will be assigned to inspect and test the Work. These persons may perform any tests and observe the Work to determine whether or not designs, materials used, manufacturing and construction processes and methods applied, and equipment installed satisfy the requirements of the drawings and specifications, accepted Shop Drawings, Product Data and Samples, and the General Contractor's warranties and guarantees. The General Contractor shall permit these inspectors unlimited access to the Work and provide means of safe access to the Work, which cost shall be included as a Cost of the Work without any increase to the Guaranteed Maximum Price. In addition, General Contractor shall provide whatever access and means of access are needed to off-site facilities used to store or manufacture materials and equipment to be incorporated into the Work and shall respond to any other reasonable request to further the inspector's ability to observe or complete any tests. Such inspections shall not relieve the General Contractor of any of its quality control responsibilities or any other obligations under the Contract. All inspections and all tests conducted by the City are for the convenience and benefit of the City. These inspections and tests do not constitute acceptance of the materials or Work tested or inspected, and the City may reject or accept any Work or materials at any time prior to the inspections pursuant to G.C. 2002, whether or not previous inspections or tests were conducted by the inspector or a City representative.
- .2** Building Inspections will perform building code compliance inspections for structures designed for human occupancy. It is the General Contractor's responsibility to schedule and obtain these inspections. If a code compliance inspection results in identification of a condition which will be at variance to the Contract Documents, the General Contractor shall immediately notify the Project Manager and confirm such notification with formal correspondence no later than forty-eight (48) hours after the occurrence.
- .3** When any unit of government or political subdivision, utility or railroad corporation is to pay a portion of the cost of the Work, its respective representatives shall have the right to inspect the Work. This inspection shall not make any unit of government or political subdivision, utility or railroad corporation a party to the Contract, and shall not interfere with the rights of either party.

#### **SC-12 DISPOSAL OF NON-HAZARDOUS WASTE AT DADS**

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

**SC-13 PROHIBITION ON USE OF CCA-TREATED WOOD PRODUCTS**

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

**SC-14 WAIVER OF: PART 8 OF ARTICLE 20 OF TITLE 13, COLORADO REVISED STATUTES**

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

**SC-15 PERIOD OF PERFORMANCE**

For each Proposal Pricing Request submitted to the Contractor, the Contractor agrees to review and price the Proposal Request per instructions in the work order mini-bid request, or if not specified or inapplicable, then within fourteen (14) consecutive calendar days of the date of such Proposal Request. In the event a Work Order is issued pursuant to a priced Proposal Request, the Contractor agrees to undertake the performance of the specified Work within the time period required in the scope and instructions of the work order mini-bid request, or, if not specified or inapplicable, then within ten (10) consecutive calendar days of the date of issuance of a Notice to Proceed for the referenced Work Order. The Contractor agrees to satisfactorily complete all work referenced in each Work Order within the agreed upon period of performance set forth in such Work Order or Notice to Proceed, plus such extension or extensions granted by the Executive Director in accordance with the provisions for Work Order Changes. For purposes of this Contract, "Contract Time", as used in the General Contract Conditions, shall mean the period of performance specified in each issued Work Order and shall run from the date of issuance of a Work Order Notice to Proceed to the date of Work Order Final Completion. Work Order Substantial Completion shall occur prior to Final Completion of any Work Order.

**SC-16 PERFORMANCE OF WORK, AS DIRECTED BY THE CITY**

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

As described elsewhere in the Contract Documents, this Contract contemplates performance of construction services Work by the Contractor on a variety of, as yet to be identified, City construction Projects on an "as needed" or "on call" basis. Under the terms of this Contract, the City, in its sole discretion, will determine both the extent and nature of each scope of work or project it requires the Contractor to perform or complete and the specific terms and conditions under which it requires the Contractor to perform or complete this scope or project. Nothing contained herein, however, shall be construed by the Contractor as promise or guarantee of any minimum amount of Work or compensation hereunder.

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

1. The City will identify a work scope or project for the Contractor to perform or complete and will issue to the Contractor a Proposal Pricing Request (in the format provided herein) containing, at a minimum, a detailed scope or project description, any available drawings, plans, specifications, the specific terms and conditions under which such project or scope must be performed and other pertinent materials.
2. In accordance with the terms and conditions of this Contract and the requirements of the work order mini-bid request, the Contractor will review each Proposal Pricing Request and provide

a price (in the Proposal Request Pricing Worksheet format provided herein) and a project schedule responsive to each Proposal Pricing Request. In preparing its price, the Contractor shall include all bid unit prices for any required or specified work that corresponds with any unit price description. All other scope or project work elements required to complete the project or otherwise fully perform the described scope shall be considered included in the work.

3. Upon receipt of the completed and fully executed Proposal Request Pricing Worksheet from the Contractor, and agreement on the Total Price, schedule and any other specific requirements for the requested scope of Work, a Work Order (in the format provided for herein) for the Work will be issued by the City authorizing the Work to proceed under the terms and conditions set forth in the Work Order and attachments. This Order shall also encumber funds for the performance of such Work Order.

4. Upon receipt of the fully executed Work Order and a Work Order Notice to Proceed (in the format provided for herein), the Contractor shall have ten (10) consecutive calendar days to commence the performance, unless otherwise specified in the work order request.

5. With respect to each issued Work Order, the contractor shall furnish all tools, labor, supplies, equipment, materials and everything necessary to perform and complete the described scope of work or project contained in the Work Order.

6. During the course of performance of the Work authorized by each Work Order, the Contractor shall submit regular pay applications, in accordance with provisions of these Special Contract Conditions. The City shall issue payment for all satisfactorily completed Work authorized by Work Order, in accordance with the terms and conditions of the Contract Documents.

7. If additions, deletions or other modifications to the authorized Work scope or other terms or conditions are required or desired in the sole discretion of the City under a particular Work Order, a Work Order Change will be issued based on pricing prepared in the same manner as a Proposal Pricing Request and under the terms and conditions for issuance of a Change Order under the General Contract Conditions. The Work Order Change will identify any increase or decrease in the cost, change in the period of performance and any other modifications to the performance requirements for that particular Work Order.

8. Upon satisfactory completion, notice of Substantial Completion and Final Completion of the Work authorized and performed under each Work Order, Work Order Close-Out will occur, a Final Receipt for that Work Order will be issued, and final payment for the Work Order will be made.

9. Under this Contract, more than one Work Order may be issued and performed by the Contractor at the same time.

Given that under this Contract, the Contractor is committed to make available to the City and, as from time to time directed by the City under the process described, furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete each Work Order issued in accordance with the terms and conditions set forth herein, certain provisions, terms and conditions included in the General Contract Conditions either will not apply or will apply on a Work Order by Work Order basis rather than an overall Contract basis.

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

### **SC-17 PERFORMANCE AND PAYMENT BOND**

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

A Performance and Payment Bond, in the form included in these Contract Documents, shall be furnished covering all Work performed hereunder. An initial bond in the amount of **Fifty Thousand Dollars and No Cents (\$50,000.00)** shall be provided at the time of Contract execution. As additional Work is authorized Contractor shall provide properly executed bond Change Riders, in the form included in these Contract Documents, in amount(s) not less than one hundred percent (100%) of all Work issued. A fully executed Payment and Performance Bond is attached hereto as **EXHIBIT C**.

### **SC-18 PROPOSAL REQUEST PRICING**

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

- A. In order to initiate Work hereunder, the City will prepare and issue a Cost Proposal Request, using the form included in these Contract Documents. For each Cost Proposal Request submitted to the Contractor for pricing, the Contractor shall price the request and submit a completed Proposal Request Pricing Worksheet, using the form included in these Contract Documents and complying with the terms and conditions set forth on the form, to the Project Manager, with all supporting materials, within fourteen (14) consecutive calendar days of the date of issuance of such Cost Proposal Request, unless otherwise specified. The Contractor shall price each request and prepare the appropriate documentation in accordance with the requirements stated herein.
- B. Prices – The City’s policy is to award Work Orders by a mini-bid process. When possible, the City will invite the Contractors to a non-mandatory field scoping site visit. The City will provide a list of work items, units and estimated quantities for each work item associated with the Work Order. Project specific details and specifications may be included as part of the Cost Proposal Request. The Contractor will be required to provide unit prices for all costs associated with each work item in the Proposal Request Pricing Worksheet. All labor, material, equipment, overhead and profit costs shall be included in the unit prices for the listed items. The City will award the Work Order to the lowest responsive “Bid – Unit Price Total” in the Proposal Request Pricing Worksheet.

### **SC-19 WORK ORDERS**

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

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

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

requirements are met. Until all Work Order issuance requirements are met, unless authorized under a Field Order Work Order under SC-21, the City shall have no obligation to compensate the Contractor for Work performed.

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

**SC-20 WORK ORDER NOTICE TO PROCEED**

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

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

**SC-21 PAYMENTS TO CONTRACTORS**

The application 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 (“Textura”) for this Project to request payment from the City and to pay all first-tier subcontractors and suppliers and further record payment to all certified subcontractors or suppliers that are listed for participation towards any assigned SMWDBE program goal. Contractor further agrees that, to the fullest extent possible within Textura, 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 Textura, including, but not limited to, information related to Contractor and subcontractor billings. To that end, Contractor agrees it will activate any available settings within Textura 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

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> |
|---|---------------|------------------|
| Department of Transportation and Infrastructure | James Colbert | (720) 865-3186   |

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

1. The estimate of Work completed shall be based on the approved schedule of values or unit prices, as applicable, and the percent of the Work complete.
2. Each Application for Payment shall include each and every independent subcontractor's payroll information including pay dates and pay amounts.
3. The Contractor, and its subcontractors of all tiers who have performed work, shall also submit to the Auditor and other appropriate officials of the City prior to submitting the payment application, information required by General Contract Condition 1004, REPORTING WAGES PAID.
4. Starting with the second payment application, the payment applications shall be accompanied by a completed Contractors' Certification of Payment Form (CCP, form to follow), listing all first-tier subcontractors and suppliers and all certified subcontractors or suppliers that are listed for participation towards any assigned SMWDBE program goal. The final payment application must be accompanied by an executed Final Claim Release Form and Certificate of Contract Release Form from the Contractor.


The forms, Final Release and the Contractor's Certification of Payment (CCP), both of which must be used, are attached below. If subcontractor or supplier payments are disbursed via Textura® CPM, those systems generated Release and CCP forms are acceptable.

**SC-22 Title 20, 2003 Final Settlement**, section .2, item F is modified to read as follows:

F. At time of request for final payment for each Work Order, Contractor shall submit a complete and final, unconditional waiver or release of any and all lien and claim rights for all labor, equipment, and material used or furnished to complete the Work in the form and format generated within the Textura CPM system. Contractor shall also return an executed Certificate of Contract Release (below), upon request from the City.

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Contractor's Certification of Payment form  
(Textura generated)

|   |   |                       |                          |   |   |   |                     |                             |
|---|---|-----------------------|--------------------------|---|---|---|---------------------|-----------------------------|
|  <p><b>DENVER</b><br/>THE MILE HIGH CITY</p>   | <b>City and County of Denver</b>                                |                       |                          |   |   |   |                     |                             |
|   | <b>Contractor's/Consultant's Certification of Payment (CCP)</b> |                       |                          |   |   |   |                     |                             |
|   |   |                       |                          |   |   |   |                     |                             |
|   |   |                       |                          |   |   |   |                     |                             |
| Prime Contractor or Consultant:   |   | Phone:                | Project Manager:         |   |   |   |                     |                             |
| Pay Application #:  | Pay Period:   | Amount Requested:     |                          |   |   |   |                     |                             |
| Contract #:   | Project Name:   |                       |                          |   |   |   |                     |                             |
| Current Completion Date:  | Percent Complete:   | Prepared By:          |                          |   |   |   |                     |                             |
| Original Contract Amount:   | Current Contract Amount:  |                       |                          |   |   |   |                     |                             |
|   | A   | B                     | C                        | D   | E   | F   |                     |                             |
| Prime/Subcontractor/Supplier Name   | Contracted to:  | M/W/S/<br>DBE/<br>NON | Original Contract Amount | Current Contract Amount<br>including Amendments | Requested Amount of this<br>Pay Application | Amount Paid on the<br>Previous Pay<br>Application # | Net Paid<br>To Date | Paid %<br>Achieved<br>(G/I) |
| General Contractor  | City of Denver  | MBE                   |                          |   |   |   |                     |                             |
| Self Performed  | n/a   |                       |                          |   |   |   |                     |                             |
| Subcontracted   | n/a   |                       |                          |   |   |   |                     |                             |
| Sub1 - 1st Tier   | General Contractor  |                       |                          |   |   |   |                     |                             |
| Sub2 - 1st Tier   | General Contractor  |                       |                          |   |   |   |                     |                             |
| Self Performed  | n/a   |                       |                          |   |   |   |                     |                             |
| Sub 1 - 2nd Tier  | Sub 2 - 1st Tier  |                       |                          |   |   |   |                     |                             |
| Sub 3 - 1st Tier  | General Contractor  |                       |                          |   |   |   |                     |                             |
| Self Performed  | n/a   |                       |                          |   |   |   |                     |                             |
| Sub 2 - 2nd Tier  | Sub 3 - 1st Tier  |                       |                          |   |   |   |                     |                             |
| Self Performed  | n/a   |                       |                          |   |   |   |                     |                             |
| Sub 1 - 3rd Tier  | Sub 2 - 2nd Tier  |                       |                          |   |   |   |                     |                             |
|   |   |                       |                          |   |   |   |                     |                             |
|   |   |                       |                          |   |   |   |                     |                             |
|   |   |                       |                          |   |   |   |                     |                             |
|   |   |                       |                          |   |   |   |                     |                             |
|   |   |                       |                          |   |   |   |                     |                             |
|   |   |                       |                          |   |   |   |                     |                             |
|   |   |                       |                          |   |   |   |                     |                             |
|   |   |                       |                          |   |   |   |                     |                             |
|   |   |                       |                          |   |   |   |                     |                             |
|   |   |                       |                          |   |   |   |                     |                             |
| <b>Totals</b>   |   |                       | \$ -                     | \$ -  | \$ -  | \$ -  | \$ -                | 0%                          |
| 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:   |                     |                             |

**Certificate of Contract Release**  
**(EXAMPLE)**

Current Date  
Name  
Street Address  
City, State, Zip

Upon receipt of the below stated amount from the City and County of Denver, as full and final payment of the cost of the improvements provided for in the foregoing contract, \_\_\_\_\_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 work, 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.

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. The undersigned further 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.

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 as described herein is the last or final payment.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date Signed

If there are any questions, please contact me by telephone at (###) ###-####. Please return this document to me via email at [pw.procurement@denvergov.org](mailto:pw.procurement@denvergov.org).

Sincerely,  
Contract Administration

City and County of Denver Department of Transportation & Infrastructure  
201 West Colfax Avenue, Dept 608 | Denver, CO 80202

[www.denvergov.org/doti](http://www.denvergov.org/doti)

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**SC-23 WORK ORDER CHANGES**

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

In accordance with all terms and conditions provided for standard change orders under Title 11 of the General Contract Conditions, the City may issue Work Order Changes providing for deletions, additions and modifications to the Work under a duly issued Work Order. Work Order Changes must be submitted on the appropriate On-Call Construction Services Work Order Change Request, on the form included in these Contract Documents. Upon review and concurrence by the City, the executed On-Call Construction Services Work Order Change Request will be issued to the contractor which will serve as the Notice-to-Proceed for the Work Order Change.

**SC-24 WORK ORDER CLOSE-OUT**

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

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

**SC-25 CONTRACT CLOSE-OUT**

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

**SC-26 ATTORNEY'S FEES**

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

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

**SC-27 INSURANCE**

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

1. General Conditions. Contractor agrees to secure, at or before the time of execution of this Contract, the following insurance covering all operations, goods, or services provided pursuant to this Contract. Contractor shall keep the required insurance coverage in force at all times during the term of the Contract or any extension thereof and during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A" VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the above described policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Contract and shall reference the City contract number listed on the signature page of this Contract. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) Days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested, within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. The insurance coverages specified in this contract are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Contract.

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

3. Additional Insureds. For Commercial General Liability, Auto Liability, and Contractors Pollution Liability, Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

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

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

6. Workers' Compensation/Employer's Liability Insurance. Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000.00 for each bodily injury occurrence claim, \$100,000.00 for each bodily injury caused by disease claim, and

\$500,000.00 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this contract, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Contract, and that any such rejections previously effected, have been revoked as of the date Contractor executes this contract.

7. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000.00 for each occurrence claim, \$1,000,000.00 for each personal and advertising injury claim, and \$2,000,000.00 products and completed operations aggregate, and \$2,000,000 policy aggregate.

8. Business Automobile Liability. Contractor shall maintain Business Automobile Liability with limits of \$1,000,000.00 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Contract. If transporting hazardous material or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under a Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

9. Builder's Risk or Installation Floater: Contractor shall maintain limits equal to the completed value of the project. Coverage shall be written on an all risk, replacement cost basis including coverage for soft costs, flood and earth movement, if in a flood or quake zone, and, if applicable, equipment breakdown including testing. Contractor is responsible for payment of all policy deductibles. The City and County of Denver, Contractor, and sub-contractors shall be named insureds under the policy. Policy shall remain in force until acceptance of the project by the City.

10. Contractors Pollution Liability: Contractor shall maintain limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate. Policy to include bodily injury; property damage including loss of use of damaged property; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and clean-up costs. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

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

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

**[Remainder of Page Intentionally Left Blank]**

**SC-28 ON-CALL SPECIFIC CONTRACT FORMS**

The following listed and attached "Contract Forms" shall be detached and utilized in accordance with the Contract Documents.

1. Performance and Payment Bond
2. Performance and Payment Bond Surety Authorization
3. On-Call Construction Bond Change Rider
4. On-Call Construction Proposal Request
5. Proposal Request Pricing Worksheet (SBE)
6. Sub-Contractor Worksheet for Proposal Requests
7. On-Call Construction Services Work Order
8. On-Call Construction Work Order Notice to Proceed
9. On-Call Construction Services Work Order Letter of Final Acceptance
10. On-Call Construction Services Work Order Change Request
11. Contractor's Certification of Payment Form

## On-Call Specific Contract Forms

Change Rider



**CHANGE RIDER**

# \_\_\_\_\_

For Bond No. \_\_\_\_\_ on behalf of \_\_\_\_\_  
\_\_\_\_\_ dated \_\_\_\_\_, \_\_\_\_\_, and in favor of the City and County  
of Denver.

The surety hereby gives its consent to the incorporation of the obligations and requirements set forth in  
Work Order No. \_\_\_\_\_, Proposal Request No. \_\_\_\_\_, Contract Control  
No. \_\_\_\_\_, **CONTRACT NAME**, and under Bond No. \_\_\_\_\_, a copy of the  
penal sum of this bond shall be increased by \_\_\_\_\_ dollars  
and \_\_\_\_\_ cents (\$ \_\_\_\_\_), lawful money of the United States of America.

Provided, however, that the aggregate liability of the surety for any losses occurring prior to the  
effective date of this change shall not exceed \$ \_\_\_\_\_, unless modified by  
subsequent Change Riders. In no event shall the surety's liability be cumulative.

Except as modified herein, Bond No. \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_, is  
affirmed and ratified in each and every particular.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Contractor)

(Surety)

\_\_\_\_\_

**Approved for the City and County of Denver**

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



## ON-CALL CONSTRUCTION PROPOSAL REQUEST

**PROJECT NAME:** SAMPLE

**DATE ISSUED:** 03/25/2020

**BID DUE DATE:** Date @ Time AM/PM

**PRE-BID MEETING:** Date @ Time AM/PM - Location

**SITE VISIT:** Date @ Time AM/PM - Location

**Project Manager:** TBD

**Phone:** TBD

### QUESTIONS FROM BIDDERS

All questions must be submitted in writing to the Project Manager by 5:00 p.m. on Date, 2020. Printed or emailed Responses shall be emailed to Email@Denvergov.org or delivered to Department of Transportation & Infrastructure, Infrastructure Projects Management, Attn: Project Manager Noted Above, 201 W. Colfax, Dept 506, Denver, CO 80202.

### STATEMENT OF WORK

The work includes all labor, material and equipment required to complete the work described in this proposal request, and the accompanying bid documents.

### SCOPE OF WORK:

#### Work Description.

Contractor shall include the cost for all required permit fees in their bid. Permits will not be paid for separately but shall be included in the cost of the work. Please note that the Revocable Street Occupancy Permit (RSOP) will be "no-cost" because this is a City project.

Contractor will be required to haul dedicated loads (non-hazardous entire loads of waste) to the Denver Arapahoe Disposal Site (DADS) for disposal. The Contractor shall be responsible for the costs of transporting the loads and the City and County of Denver shall be responsible for payment of all fees associated with the disposal at DADS.

Per Executive Order No. 123, Chapter 5, the Contractor shall recycle construction and demolition when possible. Contractor shall provide proof of any recycling of materials.

### PROPOSAL REQUIREMENTS

The bid submission shall include the Proposal Request Pricing Worksheet and Project Schedule as outlined below. **Bids will be evaluated and awarded based on cost and schedule.** The Project Manager will confirm that all bids address the complete scope of work before awarding.

### **Project Cost Proposal**

The Cost Proposal shall be submitted using the *Proposal Request Pricing Worksheet*.

The Contractor shall provide a listing of all contractors anticipated to perform work, their MWBE status and dollar amount of the work to be awarded. This information will be noted on the *Proposal Request Pricing Worksheet* and the *Subcontractor Worksheet for Proposal Requests*.

### **Project Schedule**

This construction work order will have a maximum duration of 90 calendar days. Provide durations of all activities, lead times for material not readily available, breakout of project phasing (if required) and enough detail

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 IPM-Transportation  
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 Phone: 720-913-1311



to illustrate the plan to successfully execute the project. Should the Contractor fail to complete the Project within the Contract Time allotted, the Contractor shall become liable for liquidated damages at a rate of \$500 for each consecutive calendar day that expires after the time specified for completion of the project until the Work is complete.

### **Bid Submittal**

Email bids in PDF format to City and County of Denver Project Manager by the due date noted above.

### **DOCUMENTS AND BID INFORMATION AVAILABLE**

The bid documents, consisting of Proposal Request Pricing Worksheet, Specifications and Drawings are being distributed as PDFs attached to the email containing this Proposal Request. The PDF file(s) are titled, **Bid Documents**. Please contact the Project Manager if you have any issues viewing the documents.

### **SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION**

Contractors shall comply with their respective On-Call Contract.

### **MISCELLANEOUS**

Contracts for construction, reconstruction, and remodeling are subject to the City prevailing wage rate requirements established pursuant to Section 20-76, D.R.M.C. For questions related to prevailing wage rates, Contractor shall contact the Office of the Auditor.

As its best interest may appear, the City and County of Denver reserves the right to reject any or all bids, and to waive informalities in bids. If you have any questions related to this Construction On-Call Proposal Request, please contact the Project Manager whose contact information is listed above. Your interest in assisting with this project is greatly appreciated.





**PROPOSAL REQUEST PRICING WORKSHEET (SBE)**

**CITY & COUNTY OF DENVER**  
 DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE  
 201 W. COLFAX AVE., DEPT. 506 DENVER, CO 80202

**CONTRACTOR:**  
**MASTER CONTRACT NO.:**  
**PROJECT NAME:**  
**PROPOSAL REQUEST NO:**

**DATE:**

**PRICING SUMMARY:**

| NO.                           | ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE BID | TOTAL COST  |
|-------------------------------|----------|-------------|----------|------|----------------|-------------|
| 1                             |          |             |          |      | \$0.00         | \$ -        |
| 2                             |          |             |          |      | \$0.00         | \$ -        |
| 3                             |          |             |          |      | \$0.00         | \$ -        |
| 4                             |          |             |          |      | \$0.00         | \$ -        |
| 5                             |          |             |          |      | \$0.00         | \$ -        |
| 6                             |          |             |          |      | \$0.00         | \$ -        |
| 7                             |          |             |          |      | \$0.00         | \$ -        |
| 8                             |          |             |          |      | \$0.00         | \$ -        |
| 9                             |          |             |          |      | \$0.00         | \$ -        |
| 10                            |          |             |          |      | \$0.00         | \$ -        |
| 11                            |          |             |          |      | \$0.00         | \$ -        |
| 12                            |          |             |          |      | \$0.00         | \$ -        |
| 13                            |          |             |          |      | \$0.00         | \$ -        |
| 14                            |          |             |          |      | \$0.00         | \$ -        |
| 15                            |          |             |          |      | \$0.00         | \$ -        |
| 16                            |          |             |          |      | \$0.00         | \$ -        |
| 17                            |          |             |          |      | \$0.00         | \$ -        |
| 18                            |          |             |          |      | \$0.00         | \$ -        |
| 19                            |          |             |          |      | \$0.00         | \$ -        |
| 20                            |          |             |          |      | \$0.00         | \$ -        |
| 21                            |          |             |          |      | \$0.00         | \$ -        |
| 22                            |          |             |          |      | \$0.00         | \$ -        |
| 23                            |          |             |          |      | \$0.00         | \$ -        |
| 24                            |          |             |          |      | \$0.00         | \$ -        |
| 25                            |          |             |          |      | \$0.00         | \$ -        |
| 26                            |          |             |          |      | \$0.00         | \$ -        |
| 27                            |          |             |          |      | \$0.00         | \$ -        |
| 28                            |          |             |          |      | \$0.00         | \$ -        |
| 29                            |          |             |          |      | \$0.00         | \$ -        |
| 30                            |          |             |          |      | \$0.00         | \$ -        |
| 31                            | FEE      | TEXTURA FEE | 1        | LS   | \$0.00         | \$ -        |
| <b>BID - UNIT PRICE TOTAL</b> |          |             |          |      |                | <b>\$ -</b> |

SUBCONTRACTORS - Provide Subcontractor Worksheets for each subcontractor.

| NO.                                    | MWBE (Y / N) | SUBCONTRACTOR | TOTALS      |
|--|--------------|---------------|-------------|
|  |              |               |             |
|  |              |               |             |
|  |              |               |             |
|  |              |               |             |
|  |              |               |             |
|  |              |               |             |
|  |              |               |             |
|  |              |               |             |
| <b>SUBTOTAL FOR ALL SUBCONTRACTORS</b> |              |               | <b>\$ -</b> |

**PROPOSAL REQUEST PRICE** \$ -

TIME TO COMPLETE THE WORK IN THIS PROPOSAL REQUEST \_\_\_\_\_ CALENDAR DAYS

TOTAL SBE SELF PERFORM COST OF WORK \_\_\_\_\_  
 SBE SELF PERFORM PERCENTAGE(%) \_\_\_\_\_

CONTRACTOR'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_



**SUBCONTRACTOR WORKSHEET FOR PROPOSAL REQUESTS**

CITY & COUNTY OF DENVER  
 DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE  
 201 W. COLFAX AVE., DEPT. 506 DENVER, CO 80202

**CONTRACTOR:**  
**MASTER CONTRACT NO.:**  
**PROJECT NAME:**  
**PROPOSAL REQUEST NO:**

**DATE:**

**SUBCONTRACTOR NAME:**

| NO.               | ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE BID | TOTAL COST  |
|-------------------|----------|-------------|----------|------|----------------|-------------|
| 1                 |          |             |          |      | \$0.00         | \$ -        |
| 2                 |          |             |          |      | \$0.00         | \$ -        |
| 3                 |          |             |          |      | \$0.00         | \$ -        |
| 4                 |          |             |          |      | \$0.00         | \$ -        |
| 5                 |          |             |          |      | \$0.00         | \$ -        |
| 6                 |          |             |          |      | \$0.00         | \$ -        |
| 7                 |          |             |          |      | \$0.00         | \$ -        |
| 8                 |          |             |          |      | \$0.00         | \$ -        |
| 9                 |          |             |          |      | \$0.00         | \$ -        |
| 10                |          |             |          |      | \$0.00         | \$ -        |
| 11                |          |             |          |      | \$0.00         | \$ -        |
| 12                |          |             |          |      | \$0.00         | \$ -        |
| 13                |          |             |          |      | \$0.00         | \$ -        |
| 14                |          |             |          |      | \$0.00         | \$ -        |
| 15                |          |             |          |      | \$0.00         | \$ -        |
| 16                |          |             |          |      | \$0.00         | \$ -        |
| 17                |          |             |          |      | \$0.00         | \$ -        |
| 18                |          |             |          |      | \$0.00         | \$ -        |
| 19                |          |             |          |      | \$0.00         | \$ -        |
| <b>SUB TOTAL:</b> |          |             |          |      |                | <b>\$ -</b> |



## On-Call Construction Services Work Order

|                                       |                             |
|---------------------------------------|-----------------------------|
| Project Name:                         | Master Contract Alfresco #: |
| Project Manager:                      | Contractor/Supplier:        |
| Work Order #:                         | Supplier #: SC-             |
| Alfresco # / Workday PO:        / PO- | Supplier ID:                |
| Workday Project ID(s): PRJ-           | Bond Change Rider: Yes      |

It is mutually agreed that when this work order has been signed by the contracting and approving parties, the following described work shall be executed by the Contractor without changing the terms of the Master On-Call Contract. The Contractor agrees to furnish all materials and labor and perform all work required to complete the work order scope, as described below and within the attached proposal, in accordance with the requirements for similar work covered by the Contract:

Insert a very brief description of proposed work scope and attach a detailed Proposal from the Contractor. All text entered into this area should be formatted in font size 10 and Calibri font to match the entire document.

Accepted for Contractor By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name Signature

|   |  |                                |      |   |      |                      |      |   |      |                           |      |                             |      |                                      |      |
|---|--|--------------------------------|------|---|------|----------------------|------|---|------|---------------------------|------|-----------------------------|------|--------------------------------------|------|
| <p><b><u>WORK ORDER 16 SUMMARY</u></b><br/>                 Total Work Order Amount (Do Not Exceed):<br/>                 Work Order Duration:        Calendar Days from NTP<br/>                 Scope Includes M/W/S/D/EBE Participation: Yes (M/WBE)</p> <hr/> <p><b><u>MASTER ON-CALL CONTRACT SUMMARY</u></b><br/>                 On-Call Contract Expiration Date:<br/>                 M/W/S/D/EBE On-Call Participation Commitment: % (Goal Type)</p> <p>Total of All Work Orders Issued:<br/>                 Total Work Additions/Deductions (all changes):<br/>                 This Work Order:                                <u>\$0.00</u><br/> <b>Total of All Work Orders &amp; Changes Issued:        \$0.00</b></p> <p>Maximum On-Call Contract Capacity:<br/> <b>Remaining On-Call Contract Capacity:                \$0.00</b></p> | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Approved by Executive Director</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Approved by City Attorney – If Applicable</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Approved by Director</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Approved by Using Agency(s) – If Applicable</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Approved by Group Manager</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Approved by Project Manager</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Approved by On-Call Contract Manager</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">Date</td> </tr> </table> | Approved by Executive Director | Date | Approved by City Attorney – If Applicable | Date | Approved by Director | Date | Approved by Using Agency(s) – If Applicable | Date | Approved by Group Manager | Date | Approved by Project Manager | Date | Approved by On-Call Contract Manager | Date |
| Approved by Executive Director  | Date   |                                |      |   |      |                      |      |   |      |                           |      |                             |      |                                      |      |
| Approved by City Attorney – If Applicable   | Date   |                                |      |   |      |                      |      |   |      |                           |      |                             |      |                                      |      |
| Approved by Director  | Date   |                                |      |   |      |                      |      |   |      |                           |      |                             |      |                                      |      |
| Approved by Using Agency(s) – If Applicable   | Date   |                                |      |   |      |                      |      |   |      |                           |      |                             |      |                                      |      |
| Approved by Group Manager   | Date   |                                |      |   |      |                      |      |   |      |                           |      |                             |      |                                      |      |
| Approved by Project Manager   | Date   |                                |      |   |      |                      |      |   |      |                           |      |                             |      |                                      |      |
| Approved by On-Call Contract Manager  | Date   |                                |      |   |      |                      |      |   |      |                           |      |                             |      |                                      |      |

**NOTE: No person shall authorize or perform any of the above work until the work order has all signatures and an NTP has been issued.**

Distribution: [prevailingwage@denvergov.org](mailto:prevailingwage@denvergov.org), [dsbo@denvergov.org](mailto:dsbo@denvergov.org), [PWContracts@denvergov.org](mailto:PWContracts@denvergov.org), Project Manager's Email Address, On-Call Contract Mgr Email Address



**ON-CALL CONSTRUCTION  
WORK ORDER NOTICE TO PROCEED**

Click or tap to enter a date.

Click or tap here to enter text.

**Attn:** Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

- RE:** On-Call Contract No.: Click or tap to enter a date.
- On-Call Contract Expiration Date: Click or tap to enter a date.
- On-Call Contract Name: Click or tap here to enter text.
- Work Order Alfresco/Jaggaer No.: Click or tap here to enter text.
- Work Order No.: Click or tap here to enter text.
- Purchase Order No.: Click or tap here to enter text.

Dear Click or tap here to enter text.

In accordance with Section 302 of the Standard Specifications for Construction, General Contract Conditions, 2011 Edition, you are hereby authorized and directed to proceed on Click or tap to enter a date. with the work described in the above referenced Work Order No: Click or tap here to enter text., in accordance with the terms and conditions of your On-Call Contract with the City and county of Denver, dated Click or tap to enter a date..

The established period of performance for this Work Order is Click or tap here to enter text. consecutive calendar days; therefore, all work including Final Completion must be completed on or before Click or tap to enter a date. in accordance with Title 20 of the General Contract Conditions. The not to exceed amount for this work order is \$Click or tap here to enter text., which includes all costs, fees and expenses.

The Project Manager for this work order is Click or tap here to enter text., phone Click or tap here to enter text.. Please contact the Project Manager with any questions regarding the above referenced work. If you have not already done so, please submit your construction schedule, in accordance with General Contract Condition 306.2.B to the Project Manager within 10 days from the date of this letter.

Sincerely,

\_\_\_\_\_  
Group Manager  
Click or tap here to enter text.

Distribution: DSBO, Prevailing Wage, DOTI Contracts,

Reviewed by: On-Call Contract Manager \_\_\_\_\_ Project Manager \_\_\_\_\_ Supervisor \_\_\_\_\_



## On-Call Construction Services Work Order Letter of Final Acceptance

<<ReqDate>>

<<SupplierNM>>

Attn:<<SupplierCont>>

<<SupplierSt>>

<<SupplierCtyZip>>

Re: Master Contract Alfresco No.: <<Contract>>  
Master On-Call Contract Expiration Date: <<Expiration>>  
Master On-Call Contract Name: <<ContractNM>>  
Work Order No.: <<TO/WO>>  
Work Order Name: <<ProjectName>>  
Work Order Alfresco No.: <<Alfresco>>

Dear <<SupplierCont>>:

Please be advised that final inspection of the work on the project referenced above was conducted on <<FinalInspDt>>. The work was found to be acceptable and satisfactorily completed within the timeframe of the contract. Therefore, the project is considered complete in accordance with General Contract Condition 2002, Final Completion and Acceptance of the Work, of the Standard Specifications for Construction, General Contract Conditions 2011 Edition and is hereby accepted.

In accordance with General Contract Condition 1801 Contractor's Warranties, Guarantees and Correction of Work, the warranty/guarantee period shall commence as of the date of substantial completion.

Final Settlement shall be contingent upon General Contract Condition 2003.2 and the final payment will be issued when all conditions outlined in General Contract Condition 2003 are satisfied.

Sincerely,

Eulois Cleckley  
Executive Director of Transportation & Infrastructure

---

Lesley B. Thomas  
City Engineer  
Deputy Director Department of Transportation & Infrastructure

cc: [prevailingwage@denvergov.org](mailto:prevailingwage@denvergov.org), [dsbo@denvergov.org](mailto:dsbo@denvergov.org), [PWContracts@denvergov.org](mailto:PWContracts@denvergov.org), <<PMEmail>>.

Prepared by: On-Call Contract Manager \_\_\_\_\_ through: Project Manager \_\_\_\_\_ through: Supervisor \_\_\_\_\_



## On-Call Construction Services Work Order Change Request #

|                                       |                             |
|---------------------------------------|-----------------------------|
| Project Name:                         | Master Contract Alfresco #: |
| Project Manager:                      | Contractor/Supplier:        |
| Work Order #:                         | Supplier #: SC-             |
| Alfresco # / Workday PO:        / PO- | Supplier ID:                |
| Workday Project ID(s): PRJ-           |                             |

It is mutually agreed that when this work order change has been signed by the contracting and approving parties, the following described changes shall be executed by the Contractor without changing the terms of the Master On-Call Contract. The Contractor agrees to furnish all materials and labor and perform all work required to complete the work order change, as described below and within the attached change Proposal, in accordance with the requirements for similar work covered by the Contract:

Enter a brief description of the proposed work order change here. Attach a memo describing changes and a detailed Proposal outlining the changes from the Contractor. All text entered into this area should be formatted in font size 10 and Calibri font to match the entire document.

Accepted for Contractor By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name Signature

|   |   |                                       |             |                             |             |  |             |                                  |             |                                    |             |   |             |
|---|---|---------------------------------------|-------------|-----------------------------|-------------|--|-------------|----------------------------------|-------------|------------------------------------|-------------|---|-------------|
| <p><b><u>WORK ORDER 11, CHANGE REQUEST 1 SUMMARY</u></b></p> <p>Original Work Order:<br/> Original Work Order Duration:        Calendar Days<br/> Original Work Order Completion Date:<br/> Scope Includes M/W/S/D/EBE Participation: Yes (M/WBE)</p> <p>Previous Work Order Additions/Deductions:<br/> <b>This Work Order Change (+/-):</b> _____<br/> <b>New Work Order Total (Do Not Exceed):</b>        <b>\$0.00</b></p> <p>Adjust the Work Order Completion By:        Calendar Days<br/> <b>New Work Order Completion Date:</b> _____</p> <hr/> <p><b><u>MASTER ON-CALL CONTRACT SUMMARY</u></b></p> <p>On-Call Contract Expiration Date:<br/> M/W/S/D/EBE On-Call Participation Commitment: 16% (M/WBE)</p> <p>Total of All Work Orders Issued:<br/> Total Work Additions/Deductions (All Changes):<br/> This Work Order Change:        <u>\$0.00</u><br/> <b>Total of All Work Orders and Changes Issued:</b>        <b>\$0.00</b></p> <p>Maximum On-Call Contract Capacity:<br/> <b>Remaining On-Call Contract Capacity:</b>        <b>\$0.00</b></p> | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"><b>Approved by Executive Director</b></td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"><b>Date</b></td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"><b>Approved by Director</b></td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"><b>Date</b></td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"><b>Approved by Using Agency(s) – If Applicable</b></td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"><b>Date</b></td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"><b>Approved by Group Manager</b></td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"><b>Date</b></td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"><b>Approved by Project Manager</b></td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"><b>Date</b></td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"><b>Approved by On-Call Contract Manager</b></td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"><b>Date</b></td> </tr> </table> | <b>Approved by Executive Director</b> | <b>Date</b> | <b>Approved by Director</b> | <b>Date</b> | <b>Approved by Using Agency(s) – If Applicable</b> | <b>Date</b> | <b>Approved by Group Manager</b> | <b>Date</b> | <b>Approved by Project Manager</b> | <b>Date</b> | <b>Approved by On-Call Contract Manager</b> | <b>Date</b> |
| <b>Approved by Executive Director</b>   | <b>Date</b>   |                                       |             |                             |             |  |             |                                  |             |                                    |             |   |             |
| <b>Approved by Director</b>   | <b>Date</b>   |                                       |             |                             |             |  |             |                                  |             |                                    |             |   |             |
| <b>Approved by Using Agency(s) – If Applicable</b>  | <b>Date</b>   |                                       |             |                             |             |  |             |                                  |             |                                    |             |   |             |
| <b>Approved by Group Manager</b>  | <b>Date</b>   |                                       |             |                             |             |  |             |                                  |             |                                    |             |   |             |
| <b>Approved by Project Manager</b>  | <b>Date</b>   |                                       |             |                             |             |  |             |                                  |             |                                    |             |   |             |
| <b>Approved by On-Call Contract Manager</b>   | <b>Date</b>   |                                       |             |                             |             |  |             |                                  |             |                                    |             |   |             |

**NOTE: No person shall authorize or perform any of the above work changes until this work order change form has all signatures.**

Distribution: [prevailingwage@denvergov.org](mailto:prevailingwage@denvergov.org), [dsbo@denvergov.org](mailto:dsbo@denvergov.org), [PWContracts@denvergov.org](mailto:PWContracts@denvergov.org), Project Manager's Email Address, On-Call Contract Mgr Email Address



**City and County of Denver  
Contractor's/Consultant's Certification of Payment (CCP)**

|                                 |                   |                          |                  |
|---------------------------------|-------------------|--------------------------|------------------|
| Prime Contractor or Consultant: |                   | Phone:                   | Project Manager: |
| Pay Application #:              | Pay Period:       | Amount Requested:        |                  |
| Contract #:                     | Project Name:     |                          |                  |
| Current Completion Date:        | Percent Complete: | Prepared By:             |                  |
| Original Contract Amount:       |                   | Current Contract Amount: |                  |

|                                   |                    |                       | A                        | B   | C   | D   | E                   | F                            |
|-----------------------------------|--------------------|-----------------------|--------------------------|---|---|---|---------------------|------------------------------|
| Prime/Subcontractor/Supplier Name | Contracted to:     | M/W/S/<br>DBE/<br>NON | Original Contract Amount | Current Contract Amount<br>including Amendments | Requested Amount of this<br>Pay Application | Amount Paid on the<br>Previous Pay<br>Application # | Net Paid<br>To Date | Paid %<br>Achieved<br>(G/II) |
| General Contractor                | City of Denver     | MBE                   |                          |   |   |   |                     |                              |
| Self Performed                    | n/a                |                       |                          |   |   |   |                     |                              |
| Subcontracted                     | n/a                |                       |                          |   |   |   |                     |                              |
|                                   |                    |                       |                          |   |   |   |                     |                              |
| Sub1 - 1st Tier                   | General Contractor |                       |                          |   |   |   |                     |                              |
| Sub2 - 1st Tier                   | General Contractor |                       |                          |   |   |   |                     |                              |
| Self Performed                    | n/a                |                       |                          |   |   |   |                     |                              |
| Sub 1 - 2nd Tier                  | Sub 2 - 1st Tier   |                       |                          |   |   |   |                     |                              |
| Sub 3 - 1st Tier                  | General Contractor |                       |                          |   |   |   |                     |                              |
| Self Performed                    | n/a                |                       |                          |   |   |   |                     |                              |
| Sub 2 - 2nd Tier                  | Sub 3 - 1st Tier   |                       |                          |   |   |   |                     |                              |
| Self Performed                    | n/a                |                       |                          |   |   |   |                     |                              |
| Sub 1 - 3rd Tier                  | Sub 2 - 2nd Tier   |                       |                          |   |   |   |                     |                              |
|                                   |                    |                       |                          |   |   |   |                     |                              |
|                                   |                    |                       |                          |   |   |   |                     |                              |
|                                   |                    |                       |                          |   |   |   |                     |                              |
|                                   |                    |                       |                          |   |   |   |                     |                              |
| <b>Totals</b>                     |                    |                       | \$ -                     | \$ -  | \$ -  | \$ -  | \$ -                | 0%                           |

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: |
|--------------------------|-------|

**DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE  
FINAL/PARTIAL RELEASE AND CERTIFICATE OF PAYMENT  
(PRIME CONTRACTOR)**

\_\_\_\_\_  
(PROJECT NO. and NAME)

Date: \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(NAME OF OWNER)

Contract #: \_\_\_\_\_.

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

Contract Value: \$ \_\_\_\_\_.

Current Progress Payment: \$ \_\_\_\_\_.

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

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

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

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

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

In consideration of \$ \_\_\_\_\_ representing the Current 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.

\_\_\_\_\_  
(Name of Contractor)

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

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





**Certificate of Contract Release**  
**«Contract No» - «Project Name»**

Current Date  
Name  
Street Address  
City, State, Zip

Upon receipt of the below stated amount from the City and County of Denver, as full and final payment of the cost of the improvements provided for in the foregoing contract, \_\_\_\_\_ 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 work, 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.

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. The undersigned further 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.

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 as described herein is the last or final payment.

---

Contractor's Signature Date Signed

If there are any questions, please contact me by telephone at (###) ###-####. Please return this document to me via email at [pw.procurement@denvergov.org](mailto:pw.procurement@denvergov.org).

Sincerely,  
  
Contract Administration

**City and County of Denver Department of Transportation & Infrastructure**  
201 West Colfax Avenue, Dept 608 | Denver, CO 80202  
[www.denvergov.org/doti](http://www.denvergov.org/doti)

**311 | POCKETGOV.COM | DENVERGOV.ORG | DENVER 8 TV**

**EXHIBIT A**  
**SCOPE OF WORK AND HOURLY RATES**

## SCOPE OF WORK

### **A. General Information**

The City and County of Denver Department of Transportation and Infrastructure (“the City”) has identified the need to establish a group of qualified On-Call Prime General Contractors available to respond to proposal bidding requests for the execution of construction work for the City’s infrastructure. The General Civil Construction On-Call contract will be utilized to construct a variety of improvements to the City and County of Denver’s infrastructure typically within City Right-of-Way. These improvements may include, but are not limited to, works from any of the following scope categories:

1. Preconstruction services such as constructability, scheduling, independent cost estimates, and estimate reviews
2. Construction management services
3. Minor roadway construction including asphalt and concrete roadway paving, concrete sidewalk, curb, gutter, ADA ramps, excavation, grading, and utilities
4. Removals including pavement, pavement markings, hardscapes, sidewalks, and utilities
5. Safety improvements to include bike lanes (protection, signage, and striping), sidewalks, curb, gutter and accessible ramps, Vision Zero, and Safe Routes to School
6. Pavement Rehabilitation such as asphalt mill and overlay, or concrete removal and replacement
7. Installation, modification, or removal of traffic signals, lighting, ITS, and telecommunications facilities
8. Installation, modification or removal of signing and striping
9. Landscape improvements and ultra-urban green infrastructure element improvements
10. General storm sewer improvements including underground pipe installation including structures using open-cut or tunneling construction methods and associated utility work and surface restorations and finishing
11. Minor bridge work including removal, repair, maintenance, and replacement of bridge or pedestrian railings, drains, paint or coating, culverts, decks, walls, fences, and sound walls
12. Maintenance of traffic for establishing and maintaining safe work zones for construction workers and the general public including detours for auto, bicycle, and pedestrian traffic

The On-Call Construction Services contracts selected through this Request for Qualifications (“RFQ”) will be for Prime General Contractors. The City desires to award up to five (5) contract with a 3-year term. The capacity limit of each of these contracts will be \$5,000,000 (five million dollars).

### **B. Description of Services**

General Civil On-Call Contractors will be required to perform all work executed under these contracts via issuance of individual Work Orders, in accordance with all rules, regulations, and ordinances governing City construction, including performance and payment bonding, established insurance requirements, and the payment of Minimum and Prevailing Wages. Documents describing the nature of the work orders will be assembled into Proposal Request Packages and issued as “mini-bids” to the General Civil On-Call Contractors for preparation of Proposals. Mini-bids will typically include three (3) or more contractors, invited to bid on a work order. Awarded On-Call Contractors will be required to provide responsive pricing of Proposal Request Packages, including any subcontractor pricing, and any ancillary works necessary to execute the Work Order. The City reserves the right to request proposals, pricing, and bidding on Work Orders from one or more than one General Civil On-Call Contractor.

### **C. Contract Management**

The City and County of Denver, Department of Transportation and Infrastructure's Project Resource Office will manage the On-Call Construction Services contract(s):

The City's overall Project Manager is:  
Department of Transportation and Infrastructure, Attn: PRO  
201 West Colfax Ave., Dept 506  
Denver, CO 80202

Specific Work Orders may be assigned by individual City project managers and City-wide funding will be utilized.

**[END OF SCOPE OF WORK]**



## Pricing

Hourly Billing Rates for:

|   |   | Hourly Billing Rate |
|---|---|---------------------|
| 1 | General Civil Contractor Project Manager              | \$65.00             |
| 2 | General Civil Contractor Superintendent               | \$65.00             |
| 3 | On-site General Civil Contractor Supervision          | \$55.00             |
| 4 | Estimating / Pricing Services per the Sample Contract | \$65.00             |
| 5 | Clerical Services                                     | \$30.00             |
| 6 | Financial Accounting Services                         | \$60.00             |
| 7 | Construction Management Services                      | \$60.00             |

These hourly billing rates are to be used by the City for reference purposes only and may be subject to negotiation.

**EXHIBIT B**  
**SBE FORMS**



## DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO) COMMITMENT TO SBE PARTICIPATION

*This page must be completed by all Bidders/Proposers to indicate their commitment towards satisfying the SBE participation. The commitment will be incorporated into the contract and thereby the selected Bidder/Proposer's will be held to that commitment. [Please check the appropriate box(es)]:*

### COMPLETE IF YOU ARE AN SBE PRIME:

The City and County of Denver requires that each Bidder/Proposer must perform a commercially useful function for no less than thirty percent (30%) of the total amount of the project.

The Bidder/Proposer is a certified SBE with the City and County of Denver and is committed to self-performing 90% +

The Bidder/Proposer is committed to utilizing SBE subcontractors, subconsultants and/or suppliers, committing to \_\_\_% Additional SBE Participation on the contract.

Award of the contract will be conditioned on meeting the requirements of this section, in accordance of Chapter 28 of the D.R.M.C. to the Division of Small Business Opportunity.

**The undersigned Bidder/Proposer hereby agrees and understands that they must comply with their SBE commitments in this project in conformity with the Requirements, Terms, and Conditions of this SBE Procurement/Contract Language.**

Bidder/Proposer (Name of Firm): PREMIER SERVICES INC

Firm's Representative: James F Bauer Jr

Title: President

Signature (Firm's Representative):

*James F Bauer Jr*

Date:

*10/7/2020*

Address: 11689 Progress Lane

City: Parker

State: CO

Zip: 80134

Phone: Cell 303.500.2909 Office 720.851.6464

Email: JFBAUERJR@MSN.COM



**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)  
1B - LIST OF PROPOSED SUBCONTRACTORS,  
SUBCONSULTANTS, AND/OR SUPPLIERS**

City & County of Denver Contract No.: \_\_\_\_\_

To be completed by all proposers/submitters including certified self-performing firms.

Please list all known firms the undersigned proposes to utilize. **This form shall be utilized for RFQ/RFP/On-Call or any other procurements DSBO deems required with undetermined dollar amount associated with the proposed firms work.** Any certified firm listed must be certified by the City and County of Denver. If additional pages are required, please copy and attach the second page. Form 1A must be updated and submitted to DSBO upon contract execution and when subcontractors, subconsultants, and/or suppliers are added throughout the contract duration.

| Contractor/Consultant                        |   |            |
|--|---|------------|
| Name of Firm: PREMIER SERVICES INC           | <input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) |            |
| Firm's Representative: James F Bauer Jr      |   |            |
| Signature: _____                             | Date: _____   |            |
| Address: 11689 Progress Lane                 |   |            |
| City: Parker                                 | State: CO   | Zip: 80134 |
| Phone: Cell 303.500.2909 Office 720.851.6464 | Email: JFBAUERJR@MSN.COM  |            |
| Total Proposed Contract Value \$:            | Self-Performing Contract Value \$:  |            |

| Subcontractors, Subconsultants, and/or Suppliers |   |  |
|--|---|--|
| Name of Firm: <i>Baileys Traffic Control</i>     | <input type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) |  |
| Firm's Representative: <i>Ava Marie Bailey</i>   |   |  |
| Phone: <i>303-280-4870</i>                       | Email: <i>BaileyAva72@gmail.com</i>   |  |
| Type of Service: <i>ROW traffic control</i>      |   |  |

|                              |  |  |
|------------------------------|--|--|
| Name of Firm: _____          | <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) |  |
| Firm's Representative: _____ |  |  |
| Phone: _____                 | Phone: _____   |  |
| Type of Service: _____       |  |  |

|                              |  |  |
|------------------------------|--|--|
| Name of Firm: _____          | <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) |  |
| Firm's Representative: _____ |  |  |
| Phone: _____                 | Phone: _____   |  |
| Type of Service: _____       |  |  |



**EXHIBIT C**  
**PERFORMANCE AND PAYMENT BOND**



Surescape Insurance Services  
7800 S. Elati Street, Suite 100  
Littleton, CO 80120

(303) 225-8030 Phone  
(303) 225-8034 Fax

**PERFORMANCE AND PAYMENT BOND  
SURETY AUTHORIZATION**

**Fax Number: (303) 225-8034  
Phone: (303) 225-8030**

**Surescape Insurance Services, LLC  
7800 South Elati Street, Suite 100  
Littleton, Colorado 80120**

**RE: Premier Services Inc.  
Contract No: 202056842  
Project Name: General Civil On-Call Construction (SBE)  
Contract Amount: \$50,000  
Performance and Payment Bond No.: 1001151169**

**Dear Assistant City Attorney,**

**The Performance and Payment Bonds covering the above captioned project were executed by this agency, through American Contractors Indemnity Company, on December 16, 2020.**

**We hereby authorize the City and County of Denver, the Department of Transportation and Infrastructure, to date all bonds and powers of attorney to coincide with the date of the contract.**

**If you should have any additional questions or concerns, please do not hesitate to give me a call at 801-550-0805**

**Thank you.**

**Sincerely,**

A handwritten signature in black ink, appearing to read "Kim Payton", written over a faint, illegible background.

**Kim Payton  
Attorney-in-Fact**

**CITY AND COUNTY OF DENVER  
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE**

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Premier Services Inc, 11689 Progress Lane, Parker, CO 80134, a corporation organized and existing under and by virtue of the laws of the State of Colorado, hereafter referred to as the "Contractor", and AMERICAN CONTRACTORS INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, 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 Fifty Thousand Dollars (\$ 50,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has entered into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete the construction of **Contract No. 202056843 General Civil On-Call Construction (SBE)**, 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;

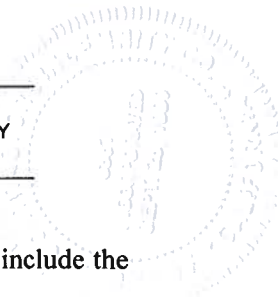
PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to contracts with others in connection with this project, or the work to be performed thereunder, or the Technical Specifications 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\_\_\_\_\_.

PREMIER SERVICES, INC.  
Contractor

Attest:  
  
Secretary

By:   
President  
AMERICAN CONTRACTORS INDEMNITY COMPANY  
  
Surety Kimberly Payton, 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

APPROVED FOR THE CITY AND COUNTY  
DENVER

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

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

\*\*  
By: \_\_\_\_\_  
EXECUTIVE DIRECTOR OF THE DEPARTMENT  
OF TRANSPORTATION AND INFRASTRUCTURE

\*\* Original bond will be signed by the City and hereby incorporated





**TOKIOMARINE  
HCC**

**POWER OF ATTORNEY  
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Kimberly Payton, Cynthia M. Burnett, Zack Rothey or Douglas J. Rothey of Littleton, Colorado

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Three Million\*\*\*\*\* Dollars (\*\*\*\$3,000,000.00\*\*\*). This Power of Attorney shall expire without further action on April 23<sup>rd</sup>, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.


*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1<sup>st</sup> day of June, 2018.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California  
County of Los Angeles



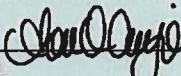
By:   
Daniel P. Aguilar, Vice President

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document*

On this 1<sup>st</sup> day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this \_\_\_\_\_ day of \_\_\_\_\_.

Corporate Seals  
Bond No. 1001151169  
Agency No. 11767



  
Kio Lo, Assistant Secretary

**EXHIBIT D**  
**INSURANCE CERTIFICATE**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

1/11/2021

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

|   |  |  |  |   |  |
|---|--|--|--|---|--|
| <b>PRODUCER</b><br>Commercial Risk Solutions<br>6600 E Hampden Ave Ste 200<br>Denver CO 80224 |  | <b>CONTACT NAME:</b> Scott Anderson, CIC<br><b>PHONE (A/C No. Ext):</b> 303-996-7833<br><b>E-MAIL ADDRESS:</b> sanderson@crsdenver.com   |  | <b>FAX (A/C, No):</b> 303-757-7719        |  |
|   |  | <b>INSURER(S) AFFORDING COVERAGE</b>   |  | <b>NAIC #</b>                             |  |
|   |  | INSURER A : Pinnacol Assurance   |  | 41190                                     |  |
| <b>INSURED</b><br>Premier Services Inc<br>James Bauer Jr<br>117 Rome Ave.<br>Parker CO 80138  |  | PRESE-1<br>INSURER B : Travelers Prop Casualty of AM<br>INSURER C : The Phoenix Insurance Co.<br>INSURER D : The Travelers Indemnity of America<br>INSURER E : Travelers Casualty Ins Co of<br>INSURER F : Westchester Surplus Lines |  | 25674<br>25623<br>25666<br>19046<br>10172 |  |

**COVERAGES**

CERTIFICATE NUMBER: 1260416984

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  |              |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|--------------|
| C        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: | Y         | Y        | CO1P302937    | 12/18/2020              | 12/18/2021              | EACH OCCURRENCE   | \$ 1,000,000 |
|          |   |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)                                       | \$ 500,000   |
|          |   |           |          |               |                         |                         | MED EXP (Any one person)  | \$ 5,000     |
|          |   |           |          |               |                         |                         | PERSONAL & ADV INJURY   | \$ 1,000,000 |
|          |   |           |          |               |                         |                         | GENERAL AGGREGATE   | \$ 2,000,000 |
|          |   |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG  | \$ 2,000,000 |
|          |   |           |          |               |                         |                         |   | \$           |
| D        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                           | Y         | Y        | 8101P306820   | 12/18/2020              | 12/18/2021              | COMBINED SINGLE LIMIT (Ea accident)   | \$ 1,000,000 |
|          |   |           |          |               |                         |                         | BODILY INJURY (Per person)  | \$           |
|          |   |           |          |               |                         |                         | BODILY INJURY (Per accident)  | \$           |
|          |   |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident)  | \$           |
|          |   |           |          |               |                         |                         |   | \$           |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0   |           | Y        | CUP1P309533   | 12/18/2020              | 12/18/2021              | EACH OCCURRENCE   | \$ 5,000,000 |
|          |   |           |          |               |                         |                         | AGGREGATE   | \$ 5,000,000 |
|          |   |           |          |               |                         |                         |   | \$           |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/><br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | Y        | 4184009       | 12/1/2020               | 12/1/2021               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |              |
|          |   |           |          |               |                         |                         | E.L. EACH ACCIDENT  | \$ 1,000,000 |
|          |   |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE  | \$ 1,000,000 |
|          |   |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT   | \$ 1,000,000 |
| E        | Leased & Rented Eq  | Y         | Y        | 6606J781618   | 12/18/2020              | 12/18/2021              | Limit   | 25,000       |
| F        | Pollution Liability   |           |          | G28239385 001 | 10/1/2020               | 10/1/2021               | Limit   | 1,000,000    |
|          |   |           |          |               |                         |                         | Agg   | 2,000,000    |

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

RE: On-Call Construction (SBE) Contract

City and County of Denver, its elected and appointed officials, employees and volunteers are included as additional insured for ongoing and completed operations on the General Liability, Pollution Liability, and included as additional insured on the Auto Liability with respect to operations of the named insured for the certificate holder as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

|   |  |
|---|--|
| City and County of Denver<br>201 W Colfax Avenue, Dept 205<br>Denver CO 80202 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|   | AUTHORIZED REPRESENTATIVE<br>  |

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# CERTIFICATE OF PROPERTY INSURANCE

|                                 |
|---------------------------------|
| DATE (MM/DD/YYYY)<br>12/18/2020 |
|---------------------------------|

**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.**

|  |   |  |  |   |                                     |  |  |                              |  |                                      |  |  |                        |                   |  |                   |  |                   |  |                   |  |                   |  |
|--|---|--|--|---|-------------------------------------|--|--|------------------------------|--|--------------------------------------|--|--|------------------------|-------------------|--|-------------------|--|-------------------|--|-------------------|--|-------------------|--|
| <b>PRODUCER</b><br>CRS Insurance Brokerage<br>6600 E Hampden Ave<br>Denver CO 80224            | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b> Scott Anderson, CIC</td> </tr> <tr> <td><b>PHONE (A/C. No. Ext):</b> 303-996-7833</td> <td><b>FAX (A/C. No.):</b> 303-757-7719</td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> sanderson@crsdenver.com</td> </tr> <tr> <td colspan="2"><b>PRODUCER CUSTOMER ID:</b></td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> </tr> <tr> <td><b>INSURER A:</b> Travelers Casualty Ins Co of</td> <td style="text-align: right;"><b>NAIC #</b><br/>19046</td> </tr> <tr> <td><b>INSURER B:</b></td> <td></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table> | <b>CONTACT NAME:</b> Scott Anderson, CIC |  | <b>PHONE (A/C. No. Ext):</b> 303-996-7833 | <b>FAX (A/C. No.):</b> 303-757-7719 | <b>E-MAIL ADDRESS:</b> sanderson@crsdenver.com |  | <b>PRODUCER CUSTOMER ID:</b> |  | <b>INSURER(S) AFFORDING COVERAGE</b> |  | <b>INSURER A:</b> Travelers Casualty Ins Co of | <b>NAIC #</b><br>19046 | <b>INSURER B:</b> |  | <b>INSURER C:</b> |  | <b>INSURER D:</b> |  | <b>INSURER E:</b> |  | <b>INSURER F:</b> |  |
| <b>CONTACT NAME:</b> Scott Anderson, CIC   |   |  |  |   |                                     |  |  |                              |  |                                      |  |  |                        |                   |  |                   |  |                   |  |                   |  |                   |  |
| <b>PHONE (A/C. No. Ext):</b> 303-996-7833  | <b>FAX (A/C. No.):</b> 303-757-7719   |  |  |   |                                     |  |  |                              |  |                                      |  |  |                        |                   |  |                   |  |                   |  |                   |  |                   |  |
| <b>E-MAIL ADDRESS:</b> sanderson@crsdenver.com   |   |  |  |   |                                     |  |  |                              |  |                                      |  |  |                        |                   |  |                   |  |                   |  |                   |  |                   |  |
| <b>PRODUCER CUSTOMER ID:</b>   |   |  |  |   |                                     |  |  |                              |  |                                      |  |  |                        |                   |  |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER(S) AFFORDING COVERAGE</b>   |   |  |  |   |                                     |  |  |                              |  |                                      |  |  |                        |                   |  |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER A:</b> Travelers Casualty Ins Co of   | <b>NAIC #</b><br>19046  |  |  |   |                                     |  |  |                              |  |                                      |  |  |                        |                   |  |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER B:</b>  |   |  |  |   |                                     |  |  |                              |  |                                      |  |  |                        |                   |  |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER C:</b>  |   |  |  |   |                                     |  |  |                              |  |                                      |  |  |                        |                   |  |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER D:</b>  |   |  |  |   |                                     |  |  |                              |  |                                      |  |  |                        |                   |  |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER E:</b>  |   |  |  |   |                                     |  |  |                              |  |                                      |  |  |                        |                   |  |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER F:</b>  |   |  |  |   |                                     |  |  |                              |  |                                      |  |  |                        |                   |  |                   |  |                   |  |                   |  |                   |  |
| <b>INSURED</b><br>Premier Services, Inc.<br>James Bauer Jr<br>117 Rome Ave.<br>Parker CO 80138 |   |  |  |   |                                     |  |  |                              |  |                                      |  |  |                        |                   |  |                   |  |                   |  |                   |  |                   |  |

**COVERAGES** **CERTIFICATE NUMBER:** 1548897610 **REVISION NUMBER:**

**LOCATION OF PREMISES / DESCRIPTION OF PROPERTY** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Intersection of Hwy 52 and Rollie Ave., Fort Lupton, CO.

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   | POLICY NUMBER  | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | COVERED PROPERTY           | LIMITS                                |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
|--|---|--|------------------------------------|-------------------------------------|----------------------------|---------------------------------------|---------------|--|--|---------|------------|------------|--|--|--------------|--|--------------|---|--------------|--|--------------|--|--|--|----------|----|-------------------|----|-----------------|----|---------------|----|--------------|----|------------------|----|-------------------|----|-------------------|----|--|----|--|----|--|
|  | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>PROPERTY</b></td> </tr> <tr> <td>CAUSES OF LOSS</td> <td>DEDUCTIBLES</td> </tr> <tr> <td>BASIC</td> <td>BUILDING</td> </tr> <tr> <td>BROAD</td> <td rowspan="2">CONTENTS</td> </tr> <tr> <td>SPECIAL</td> </tr> <tr> <td>EARTHQUAKE</td> <td></td> </tr> <tr> <td>WIND</td> <td></td> </tr> <tr> <td>FLOOD</td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table> | <b>PROPERTY</b>  |                                    | CAUSES OF LOSS                      | DEDUCTIBLES                | BASIC                                 | BUILDING      | BROAD  | CONTENTS   | SPECIAL | EARTHQUAKE |            | WIND   |  | FLOOD        |  |              |   |              |  |              |  |  | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>BUILDING</td><td style="text-align: right;">\$</td></tr> <tr><td>PERSONAL PROPERTY</td><td style="text-align: right;">\$</td></tr> <tr><td>BUSINESS INCOME</td><td style="text-align: right;">\$</td></tr> <tr><td>EXTRA EXPENSE</td><td style="text-align: right;">\$</td></tr> <tr><td>RENTAL VALUE</td><td style="text-align: right;">\$</td></tr> <tr><td>BLANKET BUILDING</td><td style="text-align: right;">\$</td></tr> <tr><td>BLANKET PERS PROP</td><td style="text-align: right;">\$</td></tr> <tr><td>BLANKET BLDG &amp; PP</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table> | BUILDING | \$ | PERSONAL PROPERTY | \$ | BUSINESS INCOME | \$ | EXTRA EXPENSE | \$ | RENTAL VALUE | \$ | BLANKET BUILDING | \$ | BLANKET PERS PROP | \$ | BLANKET BLDG & PP | \$ |  | \$ |  | \$ |  |
| <b>PROPERTY</b>  |   |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
| CAUSES OF LOSS   | DEDUCTIBLES   |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
| BASIC  | BUILDING  |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
| BROAD  | CONTENTS  |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
| SPECIAL  |   |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
| EARTHQUAKE   |   |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
| WIND   |   |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
| FLOOD  |   |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
|  |   |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
|  |   |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
| BUILDING   | \$  |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
| PERSONAL PROPERTY  | \$  |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
| BUSINESS INCOME  | \$  |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
| EXTRA EXPENSE  | \$  |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
| RENTAL VALUE   | \$  |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
| BLANKET BUILDING   | \$  |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
| BLANKET PERS PROP  | \$  |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
| BLANKET BLDG & PP  | \$  |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
|  | \$  |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
|  | \$  |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
|  | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> <b>INLAND MARINE</b></td> <td>TYPE OF POLICY</td> </tr> <tr> <td>CAUSES OF LOSS</td> <td>Installation/Builders Risk</td> </tr> <tr> <td><input type="checkbox"/> NAMED PERILS</td> <td>POLICY NUMBER</td> </tr> <tr> <td>A <input checked="" type="checkbox"/> Special Form</td> <td>6606J781618</td> </tr> </table>  | <input checked="" type="checkbox"/> <b>INLAND MARINE</b>                     | TYPE OF POLICY                     | CAUSES OF LOSS                      | Installation/Builders Risk | <input type="checkbox"/> NAMED PERILS | POLICY NUMBER | A <input checked="" type="checkbox"/> Special Form | 6606J781618  |         | 12/18/2020 | 12/18/2021 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td><input checked="" type="checkbox"/> Per Location</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td><input checked="" type="checkbox"/> Per Disaster</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td><input checked="" type="checkbox"/> Temp Location</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td><input checked="" type="checkbox"/> In Transit</td><td style="text-align: right;">\$ 3,000,000</td></tr> </table> | <input checked="" type="checkbox"/> Per Location | \$ 3,000,000 | <input checked="" type="checkbox"/> Per Disaster | \$ 3,000,000 | <input checked="" type="checkbox"/> Temp Location | \$ 3,000,000 | <input checked="" type="checkbox"/> In Transit | \$ 3,000,000 |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
| <input checked="" type="checkbox"/> <b>INLAND MARINE</b>                     | TYPE OF POLICY  |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
| CAUSES OF LOSS   | Installation/Builders Risk  |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
| <input type="checkbox"/> NAMED PERILS  | POLICY NUMBER   |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
| A <input checked="" type="checkbox"/> Special Form                           | 6606J781618   |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
| <input checked="" type="checkbox"/> Per Location                             | \$ 3,000,000  |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
| <input checked="" type="checkbox"/> Per Disaster                             | \$ 3,000,000  |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
| <input checked="" type="checkbox"/> Temp Location                            | \$ 3,000,000  |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
| <input checked="" type="checkbox"/> In Transit                               | \$ 3,000,000  |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
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| <input type="checkbox"/> <b>CRIME</b>  | TYPE OF POLICY  |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
|  |   |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
|  | \$  |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
|  | \$  |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
|  | \$  |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
|  | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input type="checkbox"/> <b>BOILER &amp; MACHINERY / EQUIPMENT BREAKDOWN</b></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table>   | <input type="checkbox"/> <b>BOILER &amp; MACHINERY / EQUIPMENT BREAKDOWN</b> |                                    |                                     |                            |                                       |               |  | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table> |         | \$         |            | \$   |  | \$           |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
| <input type="checkbox"/> <b>BOILER &amp; MACHINERY / EQUIPMENT BREAKDOWN</b> |   |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
|  |   |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
|  | \$  |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
|  | \$  |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |
|  | \$  |  |                                    |                                     |                            |                                       |               |  |  |         |            |            |  |  |              |  |              |   |              |  |              |  |  |  |          |    |                   |    |                 |    |               |    |              |    |                  |    |                   |    |                   |    |  |    |  |    |  |

**SPECIAL CONDITIONS / OTHER COVERAGES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: On-Call Construction (SBE) Contract  
  
 Builders Risk

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br><br>City and County of Denver<br>Re: On-Call Construction (SBE) Contract<br>201 W Colfax Ave Dept 205<br>Denver CO 80202 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|--|



**EXHIBIT E**  
**PREVAILING WAGE RATES**



**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Ryland Feno, Classification and Compensation Technician II  
**DATE:** January 27, 2020  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, January 24, 2020** and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20200020  
Superseded General Decision No. CO20190020  
Modification No. 2  
Publication Date: 01/24/2020  
(6 pages)

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

Attachments as listed above.

**\*Career Service Board approved to adjust all Davis Bacon classifications under \$13.00 to comply with the city's minimum wage. The effective date is August 15, 2019. See page 6 for reference.**

Office of Human Resources  
201 W. Colfax Ave. Dept. 412 | Denver, CO 80202  
p: 720.913.5751 | f: 720.913.5720  
[www.denvergov.org/humanresources](http://www.denvergov.org/humanresources)

"General Decision Number: CO20200020 01/24/2020

Superseded General Decision Number: CO20190020

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/03/2020       |
| 1                   | 01/10/2020       |
| 2                   | 01/24/2020       |

ASBE0028-002 07/01/2019

|   | Rates    | Fringes |
|---|----------|---------|
| ASBESTOS WORKER/HEAT & FROST<br>INSULATOR - MECHANICAL (Duct,<br>Pipe & Mechanical System<br>Insulation)..... | \$ 32.98 | 14.73   |

---

CARP0055-002 11/01/2019

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

CARPENTER (Drywall Hanging Only).....\$ 29.95 10.99

-----  
 CARP1607-001 06/01/2019

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| MILLWRIGHT..... | \$ 32.00 | 16.43   |

-----  
 ELEC0068-012 06/01/2019

|  | Rates    | Fringes |
|--|----------|---------|
| ELECTRICIAN (Includes Low Voltage Wiring)..... | \$ 36.50 | 16.18   |

-----  
 \* ELEV0025-001 01/01/2020

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| ELEVATOR MECHANIC..... | \$ 46.53 | 35.245  |

FOOTNOTE:

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
- b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

-----  
 ENGI0009-017 05/01/2018

|                                  | Rates    | Fringes |
|----------------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR (Crane) |          |         |
| 141 tons and over.....           | \$ 31.07 | 10.70   |
| 50 tons and under.....           | \$ 28.40 | 10.70   |
| 51 to 90 tons.....               | \$ 28.57 | 10.70   |
| 91 to 140 tons.....              | \$ 29.55 | 10.70   |

-----  
 \* IRON0024-009 11/01/2019

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, ORNAMENTAL..... | \$ 30.85 | 11.92   |

-----  
 \* IRON0024-010 11/01/2019

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, STRUCTURAL..... | \$ 30.85 | 11.92   |

-----  
 PAIN0079-006 08/01/2017

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|  |          |         |
|--|----------|---------|
| PAINTER (Brush, Roller and<br>Spray; Excludes Drywall<br>Finishing/Taping).....                              | \$ 20.50 | 8.41    |
| -----  |          |         |
| PAIN0079-007 08/01/2017  |          |         |
|  | Rates    | Fringes |
| DRYWALL FINISHER/TAPER.....  | \$ 21.20 | 8.41    |
| -----  |          |         |
| PAIN0419-001 07/01/2016  |          |         |
|  | Rates    | Fringes |
| SOFT FLOOR LAYER (Vinyl and<br>Carpet).....  | \$ 20.00 | 10.83   |
| -----  |          |         |
| PAIN0930-002 07/01/2019  |          |         |
|  | Rates    | Fringes |
| GLAZIER.....   | \$ 31.92 | 10.49   |
| -----  |          |         |
| PLUM0003-009 06/01/2018  |          |         |
|  | Rates    | Fringes |
| PLUMBER (Excludes HVAC Duct,<br>Pipe and Unit Installation).....   | \$ 35.48 | 15.94   |
| -----  |          |         |
| PLUM0208-008 06/01/2018  |          |         |
|  | Rates    | Fringes |
| PIPEFITTER (Includes HVAC<br>Pipe and Unit Installation;<br>Excludes HVAC Duct<br>Installation).....         | \$ 37.55 | 14.95   |
| -----  |          |         |
| SFCO0669-002 04/01/2017  |          |         |
|  | Rates    | Fringes |
| SPRINKLER FITTER (Fire<br>Sprinklers).....   | \$ 36.73 | 20.47   |
| -----  |          |         |
| * SHEE0009-004 07/01/2019  |          |         |
|  | Rates    | Fringes |
| SHEET METAL WORKER (Includes<br>HVAC Duct Installation;<br>Excludes HVAC Pipe and Unit<br>Installation)..... | \$ 34.62 | 17.95   |
| -----  |          |         |
| SUCO2013-006 07/31/2015  |          |         |

|  | Rates    | Fringes |
|--|----------|---------|
| BRICKLAYER.....  | \$ 21.96 | 0.00    |
| CARPENTER (Acoustical Ceiling<br>Installation Only).....   | \$ 22.40 | 4.85    |
| CARPENTER (Metal Stud<br>Installation Only).....   | \$ 17.68 | 0.00    |
| CARPENTER, Excludes<br>Acoustical Ceiling<br>Installation, Drywall<br>Hanging, and Metal Stud<br>Installation..... | \$ 21.09 | 6.31    |
| CEMENT MASON/CONCRETE FINISHER....   | \$ 20.09 | 7.03    |
| LABORER: Common or General.....  | \$ 14.49 | 5.22    |
| LABORER: Mason Tender - Brick....  | \$ 15.99 | 0.00    |
| LABORER: Mason Tender -<br>Cement/Concrete.....  | \$ 16.00 | 0.00    |
| LABORER: Pipelayer.....  | \$ 16.96 | 3.68    |
| OPERATOR:<br>Backhoe/Excavator/Trackhoe.....   | \$ 20.78 | 5.78    |
| OPERATOR: Bobcat/Skid<br>Steer/Skid Loader.....  | \$ 19.10 | 3.89    |
| OPERATOR: Grader/Blade.....  | \$ 21.50 | 0.00    |
| ROOFER.....  | \$ 16.56 | 0.00    |
| TRUCK DRIVER: Dump Truck.....  | \$ 17.34 | 0.00    |
| WATERPROOFER.....  | \$ 12.71 | 0.00    |

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

**Office of Human Resources  
Supplemental Rates  
(Specific to the Denver projects)  
Revision Date: 08-21-2019**

| <b>Classification</b>    |                                 | <b>Base</b> | <b>Fringe</b> |
|--------------------------|---------------------------------|-------------|---------------|
| Boilermaker              |                                 | \$30.97     | \$21.45       |
| Iron Worker, Reinforcing |                                 | \$18.49     | \$3.87        |
| Laborer: Concrete Saw    |                                 | \$13.89     | -             |
| Paper Hanger             |                                 | \$20.15     | \$6.91        |
| Plasterer                |                                 | \$24.60     | \$12.11       |
| Plaster Tender           |                                 | \$13.00     | -             |
| Power Equipment Operator | Concrete Mixer - Less than 1 yd | \$23.67     | \$10.67       |
|                          | Concrete Mixer - 1 yd and over  | \$23.82     | \$10.68       |
|                          | Drillers                        | \$23.97     | \$10.70       |
|                          | Loader - up to and incl 6 cu yd | \$23.67     | \$10.67       |
|                          | Loaders - over 6 cu yd          | \$23.82     | \$10.68       |
|                          | Mechanic                        | \$18.48     | -             |
|                          | Motor Grader                    | \$23.97     | \$10.70       |
|                          | Oilers                          | \$22.97     | \$10.70       |
|                          | Roller                          | \$23.67     | \$10.67       |
| Tile Finisher            |                                 | \$20.87     | \$8.42        |
| Tile Setter              |                                 | \$26.83     | \$8.48        |
| Truck Driver             | Flatbed                         | \$19.14     | \$10.07       |
|                          | Semi                            | \$19.48     | \$10.11       |
| Waterproofer             |                                 | \$13.00     | \$0.00        |

Go to [www.denvergov.org/Auditor](http://www.denvergov.org/Auditor) to view the Prevailing Wage Clarification Document for a list of complete classifications used.



**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Ryland Feno, Classification & Compensation Technician II  
**DATE:** February 03, 2020  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, January 31, 2020** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20200002  
Superseded General Decision No. CO20190002  
Modification No. 1  
Publication Date: 01/31/2020  
(6 pages)

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

Attachments as listed above.

**\*Career Service Board approved to adjust all Davis Bacon classifications under \$13.00 to comply with the city's minimum wage. The effective date is August 15, 2019. See page 7 for reference.**

Office of Human Resources  
201 W. Colfax Ave. Dept. 412 | Denver, CO 80202  
p: 720.913.5751 | f: 720.913.5720  
[www.denvergov.org/humanresources](http://www.denvergov.org/humanresources)



"General Decision Number: CO20200002 01/31/2020

Superseded General Decision Number: CO20190002

State: Colorado

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/03/2020       |
| 1                   | 01/31/2020       |

ASBE0028-001 07/01/2019

Rates Fringes

Asbestos Workers/Insulator  
(Includes application of  
all insulating materials,

protective coverings,  
 coatings and finishings to  
 all types of mechanical  
 systems).....\$ 32.98 14.73

-----  
 BRCO0007-004 01/01/2019

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

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 29.52 | 10.48   |

-----  
 BRCO0007-006 05/01/2018

EL PASO AND PUEBLO COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 25.88 | 10.34   |

-----  
 ELEC0012-004 06/01/2019

PUEBLO COUNTY

|                           | Rates    | Fringes  |
|---------------------------|----------|----------|
| ELECTRICIAN               |          |          |
| Electrical contract over  |          |          |
| \$1,000,000.....          | \$ 27.50 | 12.50+3% |
| Electrical contract under |          |          |
| \$1,000,000.....          | \$ 24.85 | 12.50+3% |

-----  
 ELEC0068-001 06/01/2019

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

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 36.50 | 16.18   |

-----  
 ELEC0111-001 03/01/2019

|                              | Rates    | Fringes       |
|------------------------------|----------|---------------|
| Line Construction:           |          |               |
| Groundman.....               | \$ 20.41 | 13.75%+\$6.20 |
| Line Equipment Operator..... | \$ 28.98 | 13.75%+\$6.20 |

Lineman and Welder.....\$ 44.92      25.25%+\$5.75

-----  
 ELEC0113-002 06/01/2019

EL PASO COUNTY

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 32.60 | 16.23   |

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 ELEC0969-002 06/01/2019

MESA COUNTY

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 25.20 | 10.06   |

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 ENGI0009-001 05/01/2018

|   | Rates    | Fringes |
|---|----------|---------|
| Power equipment operators:  |          |         |
| Blade: Finish.....  | \$ 28.57 | 10.70   |
| Blade: Rough.....   | \$ 28.25 | 10.70   |
| Bulldozer.....  | \$ 28.25 | 10.70   |
| Cranes: 50 tons and under..   | \$ 28.40 | 10.70   |
| Cranes: 51 to 90 tons.....  | \$ 28.57 | 10.70   |
| Cranes: 91 to 140 tons.....   | \$ 29.55 | 10.70   |
| Cranes: 141 tons and over...  | \$ 31.07 | 10.70   |
| Forklift.....   | \$ 27.87 | 10.70   |
| Mechanic.....   | \$ 28.73 | 10.70   |
| Oiler.....  | \$ 27.49 | 10.70   |
| Scraper: Single bowl<br>under 40 cubic yards.....   | \$ 28.40 | 10.70   |
| Scraper: Single bowl,<br>including pups 40 cubic<br>yards and over and tandem<br>bowls..... | \$ 28.57 | 10.70   |
| Trackhoe.....   | \$ 28.40 | 10.70   |

-----  
 \* IRON0024-003 11/01/2019

|                   | Rates    | Fringes |
|-------------------|----------|---------|
| Ironworkers:..... | \$ 30.85 | 22.26   |
| Structural        |          |         |

-----  
 LABO0086-001 05/01/2009

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Laborers:

Pipelayer.....\$ 18.68 6.78

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PLUM0003-005 06/01/2017

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

Rates Fringes

PLUMBER.....\$ 39.08 16.44

-----  
PLUM0058-002 07/01/2018

EL PASO COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 32.75 14.85

-----  
PLUM0058-008 07/01/2018

PUEBLO COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 32.75 14.85

-----  
PLUM0145-002 07/01/2016

MESA COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 35.17 11.70

-----  
PLUM0208-004 06/01/2016

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

Rates Fringes

PIPEFITTER.....\$ 37.10 16.62

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\* SHEE0009-002 07/01/2019

Rates Fringes

Sheet metal worker.....\$ 34.62 17.95

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\* TEAM0455-002 07/01/2019

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Truck drivers:             |          |         |
| Pickup.....                | \$ 21.91 | 4.42    |
| Tandem/Semi and Water..... | \$ 22.54 | 4.42    |

-----  
SUCO2001-006 12/20/2001

|                                   | Rates    | Fringes |
|-----------------------------------|----------|---------|
| BOILERMAKER.....                  | \$ 17.60 |         |
| Carpenters:                       |          |         |
| Form Building and Setting...      | \$ 16.97 | 2.74    |
| All Other Work.....               | \$ 15.14 | 3.37    |
| Cement Mason/Concrete Finisher... | \$ 17.31 | 2.85    |
| IRONWORKER, REINFORCING.....      | \$ 18.83 | 3.90    |
| Laborers:                         |          |         |
| Common.....                       | \$ 11.22 | 2.92    |
| Flagger.....                      | \$ 8.91  | 3.80    |
| Landscape.....                    | \$ 12.56 | 3.21    |
| Painters:                         |          |         |
| Brush, Roller & Spray.....        | \$ 15.81 | 3.26    |
| Power equipment operators:        |          |         |
| Backhoe.....                      | \$ 16.36 | 2.48    |
| Front End Loader.....             | \$ 17.24 | 3.23    |
| Skid Loader.....                  | \$ 15.37 | 4.41    |

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

**Office of Human Resources  
Supplemental Rates  
(Specific to the Denver Projects)  
(Supp #74, Revised: 08-21-2019)**

| <b>Classification</b>   |                                  | <b>Base</b> | <b>Fringe</b> |
|---|----------------------------------|-------------|---------------|
| Ironworker  | Ornamental                       | \$24.80     | \$10.03       |
| Laborer   | Group 1                          | \$18.18     | \$8.27        |
|   | Group 2                          | \$21.59     | \$8.61        |
| Laborer (Common)  |                                  | \$13.00     | \$2.92        |
| Laborer (Flagger)   |                                  | \$13.00     | \$3.80        |
| Laborer (Landscape)   |                                  | \$13.00     | \$3.21        |
| Laborer (Janitor)   | Janitor/Yardmen                  | \$17.68     | \$8.22        |
| Laborer (Asbestos)  | Removal of Asbestos              | \$21.03     | \$8.55        |
| Laborer (Tunnel)  | Group 1                          | \$18.53     | \$8.30        |
|   | Group 2                          | \$18.63     | \$8.31        |
|   | Group 3                          | \$19.73     | \$8.42        |
|   | Group 4                          | \$21.59     | \$8.61        |
|   | Group 5                          | \$19.68     | \$8.42        |
| Line Construction   | Lineman, Gas Fitter/Welder       | \$36.88     | \$9.55        |
|   | Line Eq Operator/Line Truck Crew | \$25.74     | \$8.09        |
| Millwright  |                                  | \$28.00     | \$10.00       |
| Power Equipment Operator  | Group 1                          | \$22.97     | \$10.60       |
|   | Group 2                          | \$23.32     | \$10.63       |
|   | Group 3                          | \$23.67     | \$10.67       |
|   | Group 4                          | \$23.82     | \$10.68       |
|   | Group 5                          | \$23.97     | \$10.70       |
|   | Group 6                          | \$24.12     | \$10.71       |
|   | Group 7                          | \$24.88     | \$10.79       |
| Power Equipment Operator (Tunnels above and below ground, shafts and raises): | Group 1                          | \$25.12     | \$10.81       |
|   | Group 2                          | \$25.47     | \$10.85       |
|   | Group 3                          | \$25.57     | \$10.86       |
|   | Group 4                          | \$25.82     | \$10.88       |
|   | Group 5                          | \$25.97     | \$10.90       |
|   | Group 6                          | \$26.12     | \$10.91       |
|   | Group 7                          | \$26.37     | \$10.94       |
| Truck Driver  | Group 1                          | \$18.42     | \$10.00       |
|   | Group 2                          | \$19.14     | \$10.07       |
|   | Group 3                          | \$19.48     | \$10.11       |
|   | Group 4                          | \$20.01     | \$10.16       |
|   | Group 5                          | \$20.66     | \$10.23       |
|   | Group 6                          | \$21.46     | \$10.31       |

Go to <http://www.denvergov.org/Auditor> to view the Prevailing Wage Clarification Document for a list of complete classifications used.



**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Ryland Feno, Classification & Compensation Technician II  
**DATE:** January 06, 2020  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday, January 03, 2020** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20200009  
Superseded General Decision No. CO20190009  
Modification No. 0  
Publication Date: 01/03/2020  
(6 pages)

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

Attachments as listed above.

**\*Career Service Board approved to adjust all Davis Bacon classifications under \$13.00 to comply with the city's minimum wage. The effective date is August 15, 2019. See page 7 for reference.**

Office of Human Resources  
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[www.denvergov.org/humanresources](http://www.denvergov.org/humanresources)

"General Decision Number: CO20200009 01/03/2020

Superseded General Decision Number: CO20190009

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

|                     |                  |
|---------------------|------------------|
| Modification Number | Publication Date |
| 0                   | 01/03/2020       |

\* CARP9901-008 11/01/2019

|                                 | Rates    | Fringes |
|---------------------------------|----------|---------|
| CARPENTER (Form Work Only)..... | \$ 26.50 | 10.32   |
| -----                           |          |         |
| ELEC0068-016 03/01/2011         |          |         |

|       |         |
|-------|---------|
| Rates | Fringes |
|-------|---------|



TRAFFIC SIGNALIZATION:

Traffic Signal Installation

|             |          |            |
|-------------|----------|------------|
| Zone 1..... | \$ 26.42 | 4.75%+8.68 |
| Zone 2..... | \$ 29.42 | 4.75%+8.68 |

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:

- Colorado Springs - Nevada & Bijou
- Denver - Ellsworth Avenue & Broadway
- Ft. Collins - Prospect & College
- Grand Junction - 12th & North Avenue
- Pueblo - I-25 & Highway 50

All work outside of these areas shall be paid Zone 2 rates.

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 ENGI0009-008 05/01/2018

Rates                      Fringes

POWER EQUIPMENT OPERATOR:

|   |          |       |
|---|----------|-------|
| (3)-Hydraulic Backhoe<br>(Wheel Mounted, under 3/4<br>yds), Hydraulic Backhoe<br>(Backhoe/Loader<br>combination), Drill Rig<br>Caisson (smaller than<br>Watson 2500 and similar),<br>Loader (up to and<br>including 6 cu. yd.)..... | \$ 28.25 | 10.70 |
| (3)-Loader (under 6 cu.<br>yd.)<br>Denver County.....   | \$ 28.25 | 10.70 |
| (3)-Motor Grader (blade-<br>rough)<br>Douglas County.....   | \$ 28.25 | 10.70 |
| (4)-Crane (50 tons and<br>under), Scraper (single<br>bowl, under 40 cu. yd).....  | \$ 28.40 | 10.70 |
| (4)-Loader (over 6 cu. yd)<br>Denver County.....  | \$ 28.40 | 10.70 |
| (5)-Drill Rig Caisson<br>(Watson 2500 similar or<br>larger), Crane (51-90<br>tons), Scraper (40 cu.yd<br>and over),.....  | \$ 28.57 | 10.70 |
| (5)-Motor Grader (blade-<br>finish)<br>Douglas County.....  | \$ 28.57 | 10.70 |
| (6)-Crane (91-140 tons).....  | \$ 29.55 | 10.70 |

-----  
 SUCO2011-004 09/15/2011

|  | Rates    | Fringes |
|--|----------|---------|
| CARPENTER (Excludes Form Work)...  | \$ 19.27 | 5.08    |
| CEMENT MASON/CONCRETE FINISHER   |          |         |
| Denver.....  | \$ 20.18 | 5.75    |
| Douglas.....   | \$ 18.75 | 3.00    |
| ELECTRICIAN (Excludes Traffic<br>Signal Installation).....   | \$ 35.13 | 6.83    |
| FENCE ERECTOR (Excludes<br>Link/Cyclone Fence Erection).....   | \$ 13.02 | 3.20    |
| GUARDRAIL INSTALLER.....   | \$ 12.89 | 3.20    |
| HIGHWAY/PARKING LOT<br>STRIPING:Painter  |          |         |
| Denver.....  | \$ 12.62 | 3.21    |
| Douglas.....   | \$ 13.89 | 3.21    |
| IRONWORKER, REINFORCING<br>(Excludes Guardrail<br>Installation).....   | \$ 16.69 | 5.45    |
| IRONWORKER, STRUCTURAL<br>(Includes Link/Cyclone Fence<br>Erection, Excludes Guardrail<br>Installation)..... | \$ 18.22 | 6.01    |
| LABORER  |          |         |
| Asphalt Raker.....   | \$ 16.29 | 4.25    |
| Asphalt Shoveler.....  | \$ 21.21 | 4.25    |
| Asphalt Spreader.....  | \$ 18.58 | 4.65    |
| Common or General  |          |         |
| Denver.....  | \$ 16.76 | 6.77    |
| Douglas.....   | \$ 16.29 | 4.25    |
| Concrete Saw (Hand Held)....   | \$ 16.29 | 6.14    |
| Landscape and Irrigation....   | \$ 12.26 | 3.16    |
| Mason Tender-<br>Cement/Concrete   |          |         |
| Denver.....  | \$ 16.96 | 4.04    |
| Douglas.....   | \$ 16.29 | 4.25    |
| Pipelayer  |          |         |
| Denver.....  | \$ 13.55 | 2.41    |
| Douglas.....   | \$ 16.30 | 2.18    |
| Traffic Control (Flagger)...   | \$ 9.55  | 3.05    |
| Traffic Control (Sets<br>Up/Moves Barrels, Cones,  |          |         |

|   |          |      |
|---|----------|------|
| Install Signs, Arrow<br>Boards and Place<br>Stationary Flags) (Excludes<br>Flaggers)..... | \$ 12.43 | 3.22 |
| PAINTER (Spray Only).....   | \$ 16.99 | 2.87 |
| POWER EQUIPMENT OPERATOR:   |          |      |
| Asphalt Laydown   |          |      |
| Denver.....   | \$ 22.67 | 8.72 |
| Douglas.....  | \$ 23.67 | 8.47 |
| Asphalt Paver   |          |      |
| Denver.....   | \$ 24.97 | 6.13 |
| Douglas.....  | \$ 25.44 | 3.50 |
| Asphalt Roller  |          |      |
| Denver.....   | \$ 23.13 | 7.55 |
| Douglas.....  | \$ 23.63 | 6.43 |
| Asphalt Spreader.....   | \$ 22.67 | 8.72 |
| Backhoe/Trackhoe  |          |      |
| Douglas.....  | \$ 23.82 | 6.00 |
| Bobcat/Skid Loader.....   | \$ 15.37 | 4.28 |
| Boom.....   | \$ 22.67 | 8.72 |
| Broom/Sweeper   |          |      |
| Denver.....   | \$ 22.47 | 8.72 |
| Douglas.....  | \$ 22.96 | 8.22 |
| Bulldozer.....  | \$ 26.90 | 5.59 |
| Concrete Pump.....  | \$ 21.60 | 5.21 |
| Drill   |          |      |
| Denver.....   | \$ 20.48 | 4.71 |
| Douglas.....  | \$ 20.71 | 2.66 |
| Forklift.....   | \$ 15.91 | 4.68 |
| Grader/Blade  |          |      |
| Denver.....   | \$ 22.67 | 8.72 |
| Guardrail/Post Driver.....  | \$ 16.07 | 4.41 |
| Loader (Front End)  |          |      |
| Douglas.....  | \$ 21.67 | 8.22 |
| Mechanic  |          |      |
| Denver.....   | \$ 22.89 | 8.72 |
| Douglas.....  | \$ 23.88 | 8.22 |
| Oiler   |          |      |
| Denver.....   | \$ 23.73 | 8.41 |
| Douglas.....  | \$ 24.90 | 7.67 |
| Roller/Compactor (Dirt and<br>Grade Compaction)   |          |      |
| Denver.....   | \$ 20.30 | 5.51 |
| Douglas.....  | \$ 22.78 | 4.86 |
| Rotomill.....   | \$ 16.22 | 4.41 |
| Screed  |          |      |
| Denver.....   | \$ 22.67 | 8.38 |
| Douglas.....  | \$ 29.99 | 1.40 |
| Tractor.....  | \$ 13.13 | 2.95 |

## TRAFFIC SIGNALIZATION:

## Groundsman

|              |          |      |
|--------------|----------|------|
| Denver.....  | \$ 17.90 | 3.41 |
| Douglas..... | \$ 18.67 | 7.17 |

## TRUCK DRIVER

## Distributor

|              |          |      |
|--------------|----------|------|
| Denver.....  | \$ 17.81 | 5.82 |
| Douglas..... | \$ 16.98 | 5.27 |

## Dump Truck

|              |          |      |
|--------------|----------|------|
| Denver.....  | \$ 15.27 | 5.27 |
| Douglas..... | \$ 16.39 | 5.27 |

## Lowboy Truck.....

|          |      |
|----------|------|
| \$ 17.25 | 5.27 |
|----------|------|

|               |          |      |
|---------------|----------|------|
| Mechanic..... | \$ 26.48 | 3.50 |
|---------------|----------|------|

## Multi-Purpose Specialty &amp;

## Hoisting Truck

|              |          |      |
|--------------|----------|------|
| Denver.....  | \$ 17.49 | 3.17 |
| Douglas..... | \$ 20.05 | 2.88 |

## Pickup and Pilot Car

|              |          |      |
|--------------|----------|------|
| Denver.....  | \$ 14.24 | 3.77 |
| Douglas..... | \$ 16.43 | 3.68 |

|                         |          |      |
|-------------------------|----------|------|
| Semi/Trailer Truck..... | \$ 18.39 | 4.13 |
|-------------------------|----------|------|

|                              |          |      |
|------------------------------|----------|------|
| Truck Mounted Attenuator.... | \$ 12.43 | 3.22 |
|------------------------------|----------|------|

## Water Truck

|              |          |      |
|--------------|----------|------|
| Denver.....  | \$ 26.27 | 5.27 |
| Douglas..... | \$ 19.46 | 2.58 |

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

**Office of Human Resources  
Supplemental Rtes  
(Specific to the Denver Projects)  
Revised 08/21/2019)**

| <b>Classification</b>   |                                  | <b>Base</b> | <b>Fringe</b> |
|---|----------------------------------|-------------|---------------|
| Guard Rail Installer  |                                  | \$13.00     | \$3.20        |
| Highway Parking Lot Striping:<br>Painter  |                                  | \$13.00     | \$3.21        |
| Ironworker (Ornamental)   |                                  | \$26.05     | \$12.00       |
| Laborer   | Removal of Asbestos              | \$21.03     | \$8.55        |
| Laborer (Landscape & Irrigation)  |                                  | \$13.00     | \$3.16        |
| Laborer: Traffic Control (Flagger)  |                                  | \$13.00     | \$3.05        |
| Laborer: Stationary Flags(<br>excludes Flaggers)                                    |                                  | \$13.00     | \$3.22        |
| Line Construction   | Lineman, Gas Fitter/Welder       | \$36.88     | \$9.55        |
|   | Line Eq Operator/Line Truck Crew | \$25.74     | \$8.09        |
| Millwright  |                                  | \$28.00     | \$10.00       |
| Pipefitter  |                                  | \$30.45     | \$12.85       |
| Plumber   |                                  | \$30.19     | \$13.55       |
| Power Equipment Operator<br>(Tunnels Above and Below<br>Ground, shafts and raises): | Group 1                          | \$25.12     | \$10.81       |
|   | Group 2                          | \$25.47     | \$10.85       |
|   | Group 3                          | \$25.57     | \$10.86       |
|   | Group 4                          | \$25.82     | \$10.88       |
|   | Group 5                          | \$25.97     | \$10.90       |
|   | Group 6                          | \$26.12     | \$10.91       |
|   | Group 7                          | \$26.37     | \$10.94       |
| Power Equipment Operator  | Group 1                          | \$22.97     | \$10.60       |
|   | Group 2                          | \$23.32     | \$10.63       |
|   | Group 3                          | \$23.67     | \$10.67       |
|   | Group 4                          | \$23.82     | \$10.68       |
|   | Group 5                          | \$23.97     | \$10.70       |
|   | Group 6                          | \$24.12     | \$10.71       |
|   | Group 7                          | \$24.88     | \$10.79       |
| Truck Driver  | Group 1                          | \$18.42     | \$10.00       |
|   | Group 2                          | \$19.14     | \$10.07       |
|   | Group 3                          | \$19.48     | \$10.11       |
|   | Group 4                          | \$20.01     | \$10.16       |
|   | Group 5                          | \$20.66     | \$10.23       |
|   | Group 6                          | \$21.46     | \$10.31       |
| Truck Driver: Truck Mounted<br>Attenuator   |                                  | \$13.00     | \$3.22        |

Go to <http://www.denvergov.org/Auditor> to view the Prevailing Wage Clarification Document for a list of complete classifications used.

**END OF EXHIBITS**