

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

CONTRACT NO. 202577784

Red Rocks Integrated Construction Services

CONTRACT

THIS CONTRACT (this “Contract” or “Agreement”) is made and entered into as of the Effective Date (as hereinafter defined) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **M. A. MORTENSON COMPANY**, a Minnesota corporation, with its principal place of business located at 700 Meadow Ln. N, Minneapolis, MN 55422. (the “**Contractor**” and referred to herein, together with the City, as the “**Parties**” or each individually as a “**Party**”).

RECITALS

1. The City has identified a need to retain a highly qualified contractor to manage, perform, or cause to be performed and delivered to the City, as authorized by the Executive Director of the Department of Transportation and Infrastructure (DOTI), the design and construction work and services necessary to complete certain improvements at the Red Rocks Park and Amphitheater (“**RRA**” or the “**Program Site**”) which is managed by Denver Arts and Venues (DAV) (collectively, the “**Program**”).

3. The services to be provided may include, without limitation, Program Management Services, Design Services, and Construction Work as required to complete all Program Work.

4. In accordance with Section 20-56 of the Denver Revised Municipal Code, the City issued a Request for Proposals, dated September 17, 2024 (“**RFP**”). The Contractor submitted a response to the RFP, dated October 29, 2024, and December 10, 2024 (collectively, the “**RFP Response**” and sometimes referred to herein as the “**Proposal**”) The Proposal was received by the Executive Director of DOTI, who recommended that this Contract be made and entered into with the Contractor who was the selected proposer.

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

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

7. The Contractor has agreed to perform and provide personnel for all services required to administer and implement the Program on behalf of DOTI and DAV and perform all Work, on a Task Order or Work Order basis in accordance with the terms and conditions of this Contract and the Contract Documents.

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

AGREEMENT

1.0 DEFINITIONS AND FORMAT

1.1 Work. The terms “**Scope of Work**” or “**Work**” or as used herein shall mean all work and services associated with any and all Program Management Services, Design Services, and Construction Work (as such terms are defined below) issued by the City, whether completed or partially completed, and includes all labor, management, administration, supervision, materials, supplies, manufactured components, equipment, installation, testing, construction, supervision, professional services, and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations under this Contract. The Work shall constitute the whole of the Program. The foregoing definition of Work shall supersede and replace the definition of the “Work” as set forth in Section 121 of the General Conditions.

1.2 Projects. As used herein, a “**Project**” means each individual component of Work as set forth in a Program Management Task Order (“Type 1”), a Design Task Order (“Type 2”), Individual Construction Work Order (“Type 3”), or Prime Integrated Construction Work Order (“Type 4”) (as such terms are defined below) issued hereunder by the City. Contractor shall provide coordination and management of all Projects to provide the City with a turn-key Program managed on a daily basis by one designated DOTI employee. Contractor will be responsible for coordinating the delivery of all services and Projects in the Program in a manner that will minimize costs and disruption while meeting Program delivery deadlines. Unless the City pre-approves a different procedure in writing, Contractor must obtain a minimum of three sealed and date stamped bids for all Construction Work Orders. Contractor may submit sealed bids for Construction Work it wants to self-perform pursuant to the terms set forth in Section 4.0 below. All bids will be opened in the presence of the City Program Manager. Projects will be separately funded from dedicated sources.

1.3 Program Management Services. As used herein, the term “**Program Management Services**” shall mean and consist of the work and services described in Section 2.0 of this Agreement and on Exhibit A attached hereto, including all related, similar, and/or incidental services as specified in any Program Management Task Order(s) issued by the City.

1.4 Design Services. As used herein, the term “**Design Services**” shall mean and consist of the work and services described in Section 3.0 of this Agreement and on Exhibit A attached hereto, including all related, similar, and/or incidental services as specified in any Design Task Order issued by the City.

1.5 Construction Work. As used herein, the term “**Construction Work**” shall mean and consist of all construction and incidental work or services as specified in a Construction Work Order issued by the City for the improvements and work described in Exhibit A attached hereto. Construction Work also includes any Work included in a Prime Integrated Construction Work Order (Type 4) issued and executed by the City.

1.6 Construction Management Fee. As used herein, the “**Construction Management Fee**” or “**CM Fee**” shall mean the fixed percentage applied to the Direct Cost only. The Construction Management Fee includes all Contractor overhead and profit. The Construction Management Fee is four percent (4%) of the Direct Cost of the Construction Work (excluding Bond Cost). The Construction Management Fee is only relevant to Construction Work Orders (Type 3) and does not apply to any Prime Integrated Construction Work Order (Type 4). The Construction Management Fee will be included whether or not the Work Order is performed by the Contractor. The Construction Management Fee will cover the Contractor’s efforts to develop procurement documents, advertise, solicit, package, procure, bid, evaluate bids, report and contract each Work Order, as well as construction management oversight of the multiple required construction Work Orders.

1.7 Direct Cost of the Work. The “**Direct Cost of the Work**” or “**Direct Cost**” of the Work is only relevant to Construction Work under a specific Work Order issued by the City, including self-performed Construction Work, and is equal to the amount, whether expressed as a fixed sum or a unit price, incurred and paid for the Construction Work actually completed under such Work Order. The Direct Cost of the Work is the total accepted bid which includes all materials, supplies, equipment, prime subcontractor’s bond cost, and labor necessary to perform the requested Construction Work. Direct Cost does not include the Contractor’s Bond Cost.

1.8 Bond Cost. The “**Bond Cost**” shall consist of the actual amount paid by the Contractor for the Payment and Performance bond required by Section 4.5.2 of this Agreement (and the Contract Documents), including any and all bond Change Riders provided by the Contractor, as allocated to, or required for, each Construction Work Order issued under this Agreement (specifically excluding any Prime Integrated Construction Work Orders).

1.9 Design Management Fee. The “**Design Management Fee**” is the fixed percentage which covers the Contractor’s management, contract administration, quality assurance, reporting, value engineering, and oversight of multiple Design Task Order efforts and of the specific design effort for each applicable Design Task Order. The Design Management Fee will be applied to the total cost of the design professionals within each Design Task Order, not including hourly efforts included by the Contractor’s own staff, if applicable, and when requested by the City (such as public outreach, cost estimating, pre-construction). The Design Management Fee is five percent (5%) of each applicable Design Task Order. The Design Management Fee is only relevant to Design Task Orders. The Design Management Fee shall not apply to any designs provided by others, such as by other design teams hired separately by the City, nor shall it apply to the cost of any reimbursable expenses provided by the design team (permit/plan review fees, reproductions, travel, and similar expenses).

1.10 Task and Work Order Maximum. Each Task Order and each Work Order will include a “**Task/Work Order Maximum**.”

- a) The **Task Order Maximum** for each Program Management Task Order (Type 1) and each Design Task Order (Type 2) will be a negotiated not to exceed amount calculated using negotiated estimates of hours and units required to complete the work at the hourly and unit rates proposed by Contractor and attached as **Exhibit C** (Professional Services rate sheet). These may include a negotiated amount for additional related work that will be subject to the Task Order Maximum.

- b) The **Work Order Maximum**, is the “**Total Amount**” of each Construction Work Order (Type 3), determined by applying the following formula:

Direct Cost + Construction Management Fee + Bond Cost = **Total Amount**

The Work Order Maximum for any Prime Integrated Construction Work Orders (Type 4) shall be limited to the amount set forth in the final written Prime Integrated Construction Work Order, including the applicable Bond Cost, as approved and executed by the City.

Contractor’s total compensation for completing all work required by a Task/Work Order will not exceed the Task/Work Order Maximum unless the Task/Work Order Maximum is adjusted by an approved Change Order.

1.11 City Program Manager. The City’s Department of Transportation and Infrastructure will designate a “**City Program Manager**” as the single point of contact for this Agreement. The Contractor shall plan, staff and coordinate its activities so that the Program and each Project can be effectively managed by the City Program Manager.

1.12 Executive Director of DOTI. As used in this Agreement, the terms “Executive Director of the Department of Transportation and Infrastructure,” “Executive Director,” “Manager of the Department of Transportation and Infrastructure” and “Manager” are interchangeable and shall have the same meaning.

2.0 PROGRAM MANAGEMENT SERVICES

2.1 Program Management Services. Program Management Services may include any of the items set forth in **Exhibit A** attached hereto and the services described below in this **Section 2.0**. At the City’s request, Contractor will provide a detailed proposal of services to be provided including specific deliverables, deadlines and a not to exceed cost to perform the work based on a schedule of values. All Program Management Services will be authorized by Task Order. Program Management Services will be paid at the hourly rates set forth in **Exhibit C** with a negotiated not to exceed cap for each Task Order unless an alternate method of payment is specified in the Task Order. The items listed and described on **Exhibit A** are intended to supplement the provisions set forth in this **Section 2.0** and to provide further illustrations of the types of services that are expected to be included in future Program Management Task Orders. All Program Management Task Orders will include a description of the specific elements of the Program Management Services to be included within the Scope of Work covered by such Program Management Task Order. Program Management Task Orders may include services that are not specifically described in this **Section 2.0** or **Exhibit A**, but are similar in nature to, or logical extensions of, the Program Management Services described herein.

2.1.1 Program Administration. The Contractor will provide overall Program administration service necessary or required to complete each Project. This includes all management, contract administration, subcontractor coordination, quality assurance, meeting schedules. The Contractor shall implement and maintain a project controls system with full access to the project information by all project stake holders. The Contractor shall also be responsible for the close-out process on all Task Orders and Work Orders. This administration includes regular meetings with the City to communicate progress with these requirements, budget, schedule and issues updates and periodic reports as may be reasonably requested by the City for each Project.

2.1.2 Management. For each funded and authorized Work Order, the Contractor shall manage, at risk, the Work from receipt and acceptance of a Work Order to final completion and acceptance of the Work by the City. The Contractor will provide all management services required to satisfactorily complete each Work Order including subcontractor management and subcontract administration and oversight.

2.1.3 Project Closeout. The Contractor shall submit a Closeout plan at the beginning of the Project for City review and acceptance. The Plan will detail the methodology by which each Work Order and the overall Project closeout requirements will be met as well as how warranty issues (if applicable) will be addressed, all in accordance with 2011 Yellow Book General Conditions.

2.1.4 Administration – M/WBE EDI Plan and Prevailing Wage. Contractor shall ensure compliance with the M/WBE EDI Plan and all requirements of the M/WBE program. In addition, Contractor shall ensure compliance with the requirements of the City's Prevailing Wage ordinance and program.

2.1.5 Meetings and Reports. At a minimum, a weekly progress meeting will be held at the Program level between the Contractor and the City. Meeting minutes and agendas will be issued for each meeting held by the Contractor prior to the following meeting. Regular reviews and site visits of Work underway will also occur. Monthly status reports will be included with pay application submittals to show progress against applicable Master Program Schedules (maintained by the City), Project budgets, M/WBE EDI Plan, percent complete, and budget performance. The Contractor shall also provide regular reports to the City Program Manager on the progress of work of each Work Order in the form and including the information directed by the City.

2.1.6 Program and Services Staffing. In addition to the ICPM (as described in Section 2.1.8 below), the Contractor will establish a core team of management staff who will not be replaced without prior approval from the City. It is required that the core team is staffed appropriately to deliver the Project with City's Program Manager. Key Personnel are listed in **Exhibit E**. The Key Personnel will direct the day-to-day activities of the Work and provide regular communication with the City in terms of progress towards its completion.

2.1.7 Key Personnel – General Requirements.

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

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

2.1.7.3 Such additional Key Personnel must be recommended by the Contractor and approved by the City Program Manager before they are assigned to perform work or services under this Contract. It is the intent of the parties hereto that all Key Personnel be engaged to perform their specialty for all such services required by this Contract and that the Contractor's Key Personnel be retained for the life of this Contract to the extent practicable and to the extent that such services maximize the quality of work performed hereunder. At any point throughout the Program, the City Program Manager may request the ICPM to provide a workload list of any specific Key Personnel to make sure the City is receiving the services agreed to in this

Agreement. Should the Contractor wish to utilize the same staff for Construction Work included in a specific Work Order as the staff working on the overall Program Management, they will require written approval from the City Program Manager to complete the construction.

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

2.1.8 Contractor Program Manager. Contractor shall designate a Integrated Contractor Program Manager (“ICPM”) responsible for the management of the Program and all Projects under each individual Task/Work Order. The ICPM may act as a single point of contact for the City in all matters related to the Program and each individual Task/Work Order. All field supervision staff for each individual Work Order will report to the ICPM. The ICPM may be responsible for, among other duties: work order schedule, coordinating construction activities with customer, payments to subcontractors and managing the M/WBE program to ensure that the M/WBE EDI Plan is implemented and followed; project records, files, correspondence, and submittals issued by subcontractors; tracking submittals, such as prevailing wage reports; ensuring compliance for all records retention, reporting, and audit issues; and maintaining the permit logs for each Work Order and final quality documentation.

3.0 DESIGN SERVICES

The Contractor shall coordinate, perform and deliver the Design Services specified on **Exhibit A** attached hereto pursuant to any and all final Design Task Order(s) issued from time to time by the City. The City, in its sole discretion, will determine if a Construction Work Order will be issued for any project for which Contractor provides Design Services. The City reserves the right to procure any construction work through alternate methods. All Design Task Orders will include a description of the specific elements of the Design Services to be included within the Scope of Work covered by such Design Task Order. Design Orders may include services that are not specifically described in this Section 3.0 (or **Exhibit A**), but are similar in nature to, or logical extensions of, the Design Services described herein.

4.0 PROJECT DELIVERY

4.1 Task Order Proposal Request. The City will issue Task Order Proposal Requests to the Contractor in the form attached as **Exhibit F**. Each Proposal Request will be for either Program Management Services (a “**Program Management Task Order**”) or Design Services (a “**Design Task Order**”). Task Order Proposal Requests will identify the needed scope of work and applicable schedule requirements. Each Task Order Proposal Request will result in a final Task Order Pricing Proposal from the Contractor incorporating the City’s request.

4.2 Work Order Proposal Request. The City will issue Work Order Proposal Requests to the Contractor in the form attached as **Exhibit F**. Each Work Order Proposal Request will be for Construction Work (a “**Work Order**”). Work Order Proposal Requests will identify the agreed upon scope of work and applicable schedule requirements. Work Order Proposal Requests will identify the performance period, any liquidated damage requirements, and other

specific terms and conditions. Each Work Order Proposal Request will result in a final Work Order Pricing Proposal from the Contractor incorporating the City's request.

4.3 Pricing Proposal.

4.3.1 Program Management and Design Task Orders. Upon receipt of a Task Order Proposal Request for either Program Management Services or Design Services, Contractor will expeditiously prepare and submit a written proposal in the form attached as **Exhibit G** (a "**Pricing Proposal**") with estimated hours and units required to complete the requested work using the hourly rates and unit price rates attached as **Exhibit C** (Professional Services). Pricing for such Task Orders will be paid pursuant to fully burdened hourly rates set forth in Section 7.1 of this Agreement. The hourly rates in Pricing Proposal response will be fully burdened rates and include ALL direct and indirect costs, which includes, but is not limited to, the following expenses: vehicles, parking, cell phones, computers, gas, taxes, insurance, and profit. Contractor will not be entitled to any additional compensation including a fee, general condition costs, insurance, or any other compensation for Program Management Services and/or Design Services other than the hourly rates in the respective Pricing Proposal. The hourly rates for Program Management Services and Design Services are fixed rates which will not be adjusted during the Term of this Agreement.

4.3.2 Construction Work Orders. Upon receipt of a Work Order Proposal Request, Contractor, in consultation with the City Program Manager, will determine how to package bids to achieve Project and Program objectives, including competitive pricing. At the City's request, Contractor will advertise the project and obtain a minimum of three sealed, date stamped competitive bids for all Work necessary to complete the Project unless otherwise agreed to in writing by the City Program Manager. In addition, Contractor shall provide the City Program Manager with all notices of invitations to bid a minimum of three (3) days before the advertisement date for approval and so that invitations may be posted on the City's website. At the City's discretion, prior to submitting bids, prime subcontractors must be prequalified by the City in the appropriate category based on the Work required to be performed in each Work Order in accordance with the City's Prequalification Rules. The appropriate prequalification category will be provided by the City's Program Manager before advertisement. Prequalification requirements will be included in the advertisement. Contractor, in consultation with the City Program Manager will determine how to package bids to achieve Project and Program objectives. The City Program Manager and the ICPM will agree on a Project specific schedule of values format for Work Order construction hard bid proposals. Contractor may submit a sealed bid to self-perform Construction Work which will be counted as one of the required competitive bids and shall be complete and submitted to the City Program Manager a minimum of 24 hours prior to bid deadline. Bids will be opened in the presence of the City Program Manager. At the City Program Manager's discretion, Work Orders may be issued and requested in either lump sum or unit priced arrangements (or any variation or combination thereof, as specified in the City's Work Order Proposal Request). In the event that the City decides, in its sole discretion after bids are opened, to move forward with a Project, a Work Order will be executed with a Work Order Maximum, completion deadlines and details of the Work. Each Pricing Proposal shall include a schedule of values and a lump-sum or unit pricing for each Project and shall be transparent and available for review and negotiation with the City's Program Manager (pricing shall include all labor hours, competitive material pricing, competitive subcontractor pricing, and Construction Management Fee).

Low Bid: Bids will be opened in the presence of the City Program Manager to ensure selection of the lowest responsive bidder based on qualifications and

responsiveness.

Best Value: If the City approves a Best Value selection approach, and an associated Proposal Evaluation Manual (PEM), as contemplated in Section 2.0 and **Exhibit A** of this Agreement, the City Program Manager may approve or permit a Best Value selection method in compliance with the procedures set forth in any such approved PEM in lieu of selection of the lowest qualified bidder.

The City may reject any subcontractor if, in its sole discretion, the City determines the subcontractor is not qualified, is not responsible, for any reason listed in General Condition 502 of the City's General Conditions for Construction 2011 Edition or that it is not in the City's best interest to have the subcontractor perform the proposed work. In the event that the City decides in its sole discretion to move forward with a Project, a Work Order will be executed with a lump sum or unit pricing (as applicable), schedule, completion deadlines and details of the Construction Work. Each such Work Order will be based on a schedule of values (or unit pricing, as applicable) to measure progress and establish payment for the Construction Work during a particular pay period.

In addition to the foregoing requirements, all Work Orders shall be processed and submitted in accordance with, and otherwise subject to, the terms and procedures set forth in **Exhibit H** attached hereto (the "**Work Order Procedures**"). The City may, upon reasonable prior notice to the Contractor, make modifications to the Work Order Procedures from time to time during the Term of this Agreement.

4.4 Work/Task Order Review and Execution.

4.4.1 Work/Task Order Review. The City will review the Contractor's final Task Order or Work Order Pricing Proposal(s) and, as necessary, perform any reconciliation, confirmation, verification and negotiation activities with the Contractor required by the City to establish a complete understanding between the City and the Contractor as to the terms of Work Order and Task Order performance. Such activities shall be documented for each Work/Task Order. Competitive pricing for material shall be reviewed and labor hours will be evaluated using industry references such as RS Means, or verified by an independent cost estimator. If the Task/Work Order Pricing Proposal is ultimately acceptable to the City, the City will issue a Work/Task Order in the form(s) attached as **Exhibit I**, funding and authorizing the Contractor to perform the Work in accordance with the terms and conditions of the Work Order, the Work Order Pricing Proposal, this Contract and the Contract Documents.

4.4.2 Work/Task Order Execution. The fully executed Work/Task Order will authorize the Work under the terms and conditions set forth therein, upon the appropriation and encumbrance of the full amount of funds required to compensate the Contractor for the Work identified in the Work/Task Order. Under the Work/Task Order, the Contractor shall agree to and shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete all of the Work described in any Work/Task Order issued by the City in accordance with the terms and conditions set forth herein. Further, the Contractor agrees to perform, or cause to be performed, and complete each issued Work/Task Order within the period of performance specified in the Work/Task Order and Notice to Proceed, plus such extensions of time as may be granted by the Executive Director in accordance with the provisions of the Contract Documents and General Contract Conditions incorporated herein.

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

4.5 Work Order - General. The Contractor will complete, or cause to be completed, the Work in accordance with the terms and conditions of the Work Order. All Construction Work shall be performed by licensed contractors, selected and paid by the Contractor and acting in the interest of the Contractor. Unless otherwise approved by the City Program Manager, for each Project, the Contractor shall execute a contract with the “prime subcontractor” who will act as the prime/general contractor for such Project.

4.5.1 Application of General Conditions to Each Work Order. The City and County of Denver Standard Specifications for Construction General Contract Conditions, 2011 Edition (General Conditions) shall apply to this Contract as if incorporated separately for the Work of each Work Order issued hereunder as modified by the terms of this Contract and as supplemented by the following: Given that all Work will be authorized by Work Order issued in accordance with the terms and conditions set forth herein, certain provisions, terms and conditions included in the General Contract Conditions either will not apply or will apply on a Work Order by Work Order basis rather than an overall Contract basis. Any variance to the applicability of the General Conditions shall be requested by the Contractor for approval by the City Program Manager. Unless otherwise specified or clearly inapplicable from the context of a given provision, each and every General Contract Condition contained or referenced in the Contract Documents shall apply to and control all Work performed hereunder on a Work Order by Work Order basis.

4.5.2 Payment and Performance Bond. Title 15 of the General Contract Conditions shall generally apply to this Agreement 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 for which Final Settlement has not occurred.

The Payment and Performance Bond shall be in the form of **Exhibit J** attached and all Change Riders shall be in the form of **Exhibit K** attached hereto.

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

4.5.3.1 General Conditions. Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the Term of this Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance shall be

underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-”VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

4.5.3.3 Additional Insureds. For Commercial General Liability, Auto Liability and Contractors Pollution Liability Including Errors & Omissions, 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.

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

4.5.3.5 Subcontractors. All subcontractors (including all “prime subcontractors” for each Project, and all independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor unless the City’s Risk Manager waives the requirement for specific coverage for a specific subcontractor in writing. 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.

4.5.3.6 Workers’ Compensation/Employer’s Liability Insurance. Contractor shall maintain the coverage as required by statute for each work location and shall maintain

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

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

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

4.5.3.9 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. The City and County of Denver, Contractor, and subcontractors shall be Additional Named Insureds under the policy. Policy shall remain in force until acceptance of the project by the City.

4.5.3.10 Professional Liability (Errors & Omissions). Contractor shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

4.5.3.11 Additional Provisions. For Commercial General Liability, the policies must provide the following: (1) that this Agreement is an Insured Contract under the policy; (2) defense costs are outside the limits of liability; (3) a severability of interests or separation of insureds provision (no insured vs. insured exclusion); and (4) a provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City. For claims-made coverage, 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. Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

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

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 (“Work Order LDs”), 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 a specific Work Order includes Work Order LDs that coincide with and include items otherwise included in Program LDs for any applicable Milestone Date, the Parties intend the Work Order LDs to supersede and replace the Program LDs for such items so that in no event will both Program LDs and Work Order LDs be payable for any such Projects or Work Orders.

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

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

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

4.5.6 Task Order Changes. The Contractor agrees to discuss the City's program and budget for each assigned task with the Project Manager and further agrees, unless it has notified the City in writing that the task cannot be accomplished within such budget, to accomplish the task within the intent of the program and final proposal cost. Should the Contractor determine that an assigned task cannot be accomplished within the final proposed cost, the Contractor shall immediately notify the Project Manager, in writing.

4.5.6.1. Contractor shall prepare a proposal with a maximum estimated fee for a particular task. Contractor agrees to complete the task within the limits of the approved final proposal cost, unless otherwise modified by the City. Should all task work exceed such cost, the Contractor agrees to complete the Task at no additional cost to City and, in a manner acceptable to the City. Task Order Changes will be priced using the same method used for Task Orders.

4.5.7 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 the terms and conditions of Title 11 of the General Contract Conditions, as modified below, the City may issue Work Order Changes providing for deletions, additions and modifications to the Work under a duly issued Work Order. Work Order Changes must be issued on the Work Order Change Form attached as **Exhibit N**. The procurement requirements for Work Orders may not apply to Work Order Changes. The Contractor and Project Manager will agree on the extent to which Contractor will be required to obtain bids on Work Order Changes. All Work Order Changes will include a not to exceed maximum amount. In addition, Work Order Changes shall be subject to the terms and conditions set forth in **Exhibit H** attached hereto. 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.

For purposes of this Agreement, the mark-ups described in Title 11 will flow down to the prime subcontractors who are awarded the Work Order and the Contractor will only be allowed increased Construction Management Fee on increases to the Direct Cost of the Construction Work, no other change management fees will be payable to the Contractor. Accordingly, deductive Change Orders will result in a decrease to the Construction Management Fee.

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

4.5.9 Final Completion. Upon satisfactory completion and final acceptance of each Work Order in accordance with this Contract and the General Conditions, a Work Order Final Acceptance Notice will be issued, in the form attached hereto as **Exhibit P**. Final payment for the Work Order, including payment of all related retention, will be made in accordance with the Contract Documents. In addition to all other requirements set forth in this Agreement, at or before the time final payment is made, the following items must be submitted to, and approved by, the City: (1) a Consent of Surety, (2) a completed Certificate of Contract Release, in the form attached hereto as **Exhibit Q**, (3) a Final/Partial Release and Certificate of Payment in the form attached hereto as **Exhibit R**, and (4) a Contractor's Certification of Payment in the form attached hereto as **Exhibit S**.

4.5.10 Multiple Work Orders. It is anticipated that multiple Work Orders will be issued and underway at the same time and the Contractor will not be entitled to any additional compensation for performance on multiple Work Orders at the same time.

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

5.0 CONTRACT DOCUMENTS It is agreed by the parties hereto that the following list of instruments, drawings and documents which are attached hereto, bound herewith or incorporated herein by reference constitute and shall be referred to as the "Contract Documents" and all of said instruments, drawings and documents taken together as a whole constitute the Contract and

Agreement between the parties hereto, and they are as fully a part of this Contract and Agreement as if they were set out verbatim and in full herein. This Contract, the Contract Documents and all subsequently issued Work Orders represent the entire and complete integration of all understandings between the City and the Contractor and supersedes all prior negotiations, representations or agreements. No prior or contemporaneous addition, deletion or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement or change order properly executed by the parties.

General Contract Conditions (incorporated by reference, Index attached)

RFQ (incorporated herein by reference)

Contractor's RFQ Response (incorporated herein by reference)

RFP (incorporated herein by reference)

Contractor's RFP Response (incorporated herein by reference)

Exhibit A – Description of Program Management, Design, and Construction Services

Exhibit B – [Intentionally Omitted]

Exhibit C – Professional Services Rate Sheet

Exhibit D – [Intentionally Omitted]

Exhibit E – List of Key Personnel

Exhibit F – Task and Work Order Proposal Request Form(s)

Exhibit G – Task and Work Order Pricing Proposal Form(s)

Exhibit H – Work Order Terms and Procedures

Exhibit I – Task/Work Order Form(s)

Exhibit J – Performance and Payment Bond

Exhibit K – Bond Rider

Exhibit L – Certificate of Insurance

Exhibit M – Task and Work Order Notice to Proceed Form(s)

Exhibit N – Task and Work Order Change Form(s)

Exhibit O – Work Order Substantial Completion Notice Form

Exhibit P – Work Order Final Acceptance Notice Form

Exhibit Q – Certificate of Contract Release

Exhibit R – Final/Partial Release and Certificate of Payment Form

Exhibit S – Contractor’s Certification of Payment Form

Exhibit T – Rules and Regulations Regarding Equal Opportunity

Exhibit U – Prevailing Wage Rates

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

1. this Agreement (including all Exhibits referenced herein);
2. each fully executed Work/Task Order;
3. the General Contract Conditions;
4. the RFQ and RFP; and
5. the Contractor’s Proposal.

5.2 Intent of Integrated Contract Documents. The intent of this Agreement and all Contract Documents collectively is to include all terms, conditions, work items and services necessary or required for the proper execution and completion of each Task/Work Order. The Task/Work Order and Contract Documents are complementary, and what is required by any one shall be binding as if required by all. Work items or services not covered in the Task/Work Order or Contract Documents will be required unless they are not consistent with the Task/Work Order or Contract Documents and are not inferable from the Task/Work Order or the Contract Documents as being necessary to produce the result intended by the Task/Work Order. Words and abbreviations that have well known technical or trade meanings are used in any Task/Work Order or the Contract Documents in accordance with such recognized meaning.

5.3 Work Orders. It is contemplated by the parties that sequential Work Orders with attachments are incorporated by reference and made a part of the Contract Documents. The incorporation of such Work Orders shall be accomplished by execution and issuance of each Work Order by the City and accepted by the Contractor.

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

5.5 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. (“Yellow Book”)

Building & Fire Codes:

Building Code of the City and County of Denver
(International Building Code 2015 Series, City and County of Denver Amendments 2016)

National Fire Protection Association Standards

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

Other:

DOTI Division One Specifications

DOTI Transportation Standards for the Engineering Division and Special Provisions for Sidewalks

ADAAG

ANSI A117.1

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

<https://www.denvergov.org/content/dam/denvergov/Portals/743/documents/2011%20DENVER%20GENERAL%20CONTRACT%20CONDITIONS.pdf>

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

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

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

5.6.2 Line of Authority. With reference to General Contract Condition 109, DEPUTY MANAGER and General Contract Condition 212, CITY’S CONTRACT ADMINISTRATION LINE OF AUTHORITY, The City’s Executive Director of the Department of Transportation and Infrastructure (“Director”) is the City’s representative responsible for authorizing and approving the work performed under this Agreement. The Director hereby designates the City Engineer as the Director’s authorized representative for the purpose of designating a Project Manager, for the purpose of issuing a written Notice to Proceed and for purposes of administering, coordinating and finally approving the work performed by the Design Contractor under this Agreement. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of work performed by the Design Contractor, except for approvals which are specifically identified in this Agreement as requiring the Director’s approval. The Director expressly reserves the right to designate another authorized representative to perform on the Director’s behalf by written notice to the Design Contractor.

Denver Department of Transportation and Infrastructure:

City Program Manager
Kyle Casinelli

Telephone
720-865-3165

5.6.3 [Reserved]

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

1. Persons who are employees of the City or who are under contract to the City will have the right to inspect and test the Work. However, any inspections by the City will not reduce or replace Contractor's QA/QC responsibilities under this Agreement. These persons may perform any tests and observe the Work to determine whether or not materials used, manufacturing, and processes and methods applied satisfy the requirements of the specifications, accepted Shop Drawings, Product Data and Samples, and the Contractor's warranties and guarantees. The Contractor shall permit these inspectors unlimited access to the Work at no cost to the City means of safe access to the Work. In addition, 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 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. If applicable, the Building Inspection Division will perform building code compliance inspections for structures designed for human occupancy. It is the 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 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.

5.6.5 Disposal of Non-Hazardous Waste at DADS. In accordance with the Landfill Agreement made between the City and Waste Management of Colorado, Inc., the Contractor 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 Contractor shall be responsible for the costs of transporting the loads. Non-hazardous waste is defined as those substances and materials not defined or classified as hazardous by the Colorado Hazardous Waste Commission pursuant to C.R.S. §25-15-101(6), as amended from time to time, and includes demolition debris, soil and asbestos. Contractor shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

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

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

5.6.8 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.

5.6.9 Greenprint Denver Requirements. In accordance with the City and County of Denver Executive Order 123: Greenprint Denver Office and Sustainability Policy, as amended, Contractor shall adhere to sections of Executive Order 123 pertinent to the construction of the built environment. This includes but is not limited to: all construction, renovation, and demolition of buildings shall follow instructions and memorandum for high performance buildings; horizontal projects shall include the use of fly ash concrete and recycled aggregate where possible; and, all projects shall recycle construction and demolition waste, and install materials that contain recycled content whenever possible using the U.S. Green Building Council Leadership in Energy and Environmental Design (LEED) as guidance. Non-hazardous solid waste that is eligible for reuse or recycling is not subject to the DADS disposal requirement defined in SC-12.

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

<https://www.denvergov.org/content/denvergov/en/contract-administration/contractor-resources.html>

5.6.10 Compliance with Environmental Requirements. It shall be a continuing requirement under this Contract that Contractor ensure that all services and work performed pursuant to this agreement be performed in full compliance with all environmental laws, regulations and requirements.

6.0 RELATIONSHIP OF THE PARTIES; REPRESENTATIVES

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

6.2 Contractor's Duties. The Contractor accepts the relationship of trust and confidence established by this Contract with the City. The Contractor further agrees to utilize the Contractor's best skills, efforts, and judgment in furthering the interests of the City regarding each Work Order; to furnish at all times an adequate supply of qualified and competent workers and quality materials; and to perform the work in the best, most expeditious, and economical manner. Further, the Contractor agrees to furnish efficient business administration, management and superintendence and to use its best efforts to complete the Work of each Work Order in an expeditious and economical manner, consistent with the interests of the City.

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

7.0 COORDINATION AND COOPERATION

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

7.2 The Contractor shall, as a continuing work item under this Contract, facilitate coordination, communication and cooperation regarding its performance hereunder between the City's Department of Transportation and Infrastructure, the City's Program Manager, the User Agency, other City contractors and any affiliated entities. In addition, the Contractor shall coordinate its efforts under this Contract with all involved governmental and regulatory entities.

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

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

8.0 COMPENSATION

8.1 Compensation – Program Management and Design Services. For all Program Management Services, the Contractor will be paid for hours worked at the hourly rates or unit prices (as applicable) set forth in **Exhibit C** for the work authorized by a final Task Order. For all Design Services, the Contractor will be paid the sum of (1) for hours worked at the hourly rates or unit prices (as applicable) set forth in **Exhibit C** for the work authorized by a final Task Order, plus (2) the Design Management Fee for such Task Order. The Contractor shall invoice monthly and be paid based on hours worked at hourly rates included in **Exhibit C** (Professional Services) subject to the Task Order Maximum and the Maximum Contract Amount. Such invoices shall reflect the Contractor's actual hours, sub-contractor costs and reimbursable costs, and shall be based on the hourly rates, unit prices or other rates for services contained in **Exhibit C**. The rates contained in **Exhibit C** can be modified only by a written amendatory or other agreement executed by the parties and signed by the Parties to this Agreement. The Contractor shall maintain contemporaneous hourly records of the actual hours worked by its personnel and subcontractors, records of all allowable reimbursable expenses, and records of expendable supplies and services as necessary to support any audits by the City, and shall bill the City monthly for fees and costs accrued during the preceding month. The Contractor's invoice shall be separated by Task Order. Upon submission of such invoices to the City Program Manager, and approval by the City, payment shall issue. Final payment to the Contractor, for each assigned Task Order, shall not be made until after the Task Order is accepted and deliverables are delivered to the City, and the duties agreed to in the approved Task Order are otherwise fully performed by the Contractor.

8.2 Compensation – Construction Work. Contractor will be paid based upon the percentage (or amount) of Work completed using an approved schedule of values or unit prices, as applicable, and subject to the Work Order Maximum.

8.2.1 Payments to Contractor for Work Orders. Use of Masterworks, DOTI's new project management system is required. Masterworks will be used for tasks currently performed via email, including, but not limited to, invoicing and submittals. The Project Manager will invite the successful contractor to the project in Masterworks and instructions will be provided to set up an account after NTP is issued. The contractor will be assigned at least (1) access license and will have the option to utilize CCD run trainings and office hours to become proficient. There is no fee to the contractor for the use of this platform. For more information on Masterworks for contractors, please click [here](#). 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), 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/Partial Release and Certification of Payment Form and Certificate of Contract Release Form from the Contractor.

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

F. At time of request for final payment, 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 CPM or Masterworks system. Contractor shall also return an executed Certificate of Contract Release (below), upon request from the City.

The forms, Final/Partial Release and Certificate of Payment the Contractor's Certification of Payment, both of which must be used are attached as **Exhibit R** and **Exhibit S** respectively.

Retainage will be withheld from each work order in accordance with General Contract condition 908, RETAINAGE, until Final Acceptance has been issued and all other conditions are met.

8.3 Work/Task Order Maximum. Contractor's total compensation for completing all work required by a Work/Task Order will not exceed the Work/Task Order Maximum unless the Work/Task Order Maximum is adjusted by a properly executed Change Order.

8.4 Project Savings. In the event that the final cost of any Work/Task Order, including all adjustments for Work/Task Order changes, is less than the amount budgeted for that Work/Task Order, one hundred percent (100%) of the savings shall inure to the benefit of the City. The Contractor acknowledges that, subject to available funding, it is the desire of the City to incorporate as much work into the Project as reasonable or otherwise increase the Work to be performed by the Contractor.

8.5 Maximum Contract Amount. Notwithstanding any other provision of this Contract, the City's maximum payment obligation as a result of this Contract will not exceed **THIRTH-FIVE MILLION and NO/100 Dollars (\$35,000,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed beyond those properly authorized by executed Task/Work Orders are performed at Contractor's risk and without authorization under the Agreement.

8.6 Appropriation. The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement

irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

8.7 Indemnification. Section 1602, Indemnification, of the General Conditions is applicable to this Agreement and is incorporated into this Section 8.0 as if fully set forth herein.

9.0 TERM The term of this Agreement (the “**Term**”) will commence on the Effective Date and will expire three (3) years thereafter unless it is extended by written amendment executed by the Parties. Contractor may complete any work authorized by a properly executed Task/Work Order before the Term expires and the Term of this Agreement (as to any such Task/Work Orders) will extend until the Task/Work Order is completed or this Agreement is terminated by the Executive Director.

10.0 ADDITIONAL PROVISIONS

10.1 No Discrimination in Employment. In connection with the performance of the Work under this Contract, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, identity, marital status, source of income, military status, protective hairstyle, or disability. The Contractor further agrees to insert the foregoing provision in all subcontracts hereunder. Further, the Contractor agrees to comply with the provisions of Section 28-45 to 28-47, DRMC, and all Rules and Regulations promulgated and adopted by the Executive Director pursuant thereto relating to non-discrimination in employment by contractors, subcontractors and suppliers receiving compensation for work performed on each Work Order as stated in **Exhibit T**.

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

10.3 Compliance with Minority/Women Business Enterprise Requirements. This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (“**D.R.M.C.**”), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “**MWBE Ordinance**”); and any Rules and Regulations promulgated pursuant thereto.

- (a) The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“**DSBO**”) is fifteen percent (15%).
- (b) Under § 28-68, D.R.M.C., the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the Scope of Work affecting MWBEs performing on this Agreement through change order, contract amendment, force account, or other modification under § 28-70, D.R.M.C. The Contractor acknowledges that

- (1) If directed by DSBO, the Contractor is required to develop and comply with a Utilization Plan in accordance with § 28-62(b), D.R.M.C. Along with the Utilization Plan requirements, the Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.
- (2) If change orders or any other contract modifications are issued under this Agreement, the Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the Scope of Work, upon any of the bases under § 28-70, 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 of the change by the City.
- (3) If change orders or other amendments or modifications are issued under this Agreement that include an increase in the Scope of Work of this Agreement, whether by amendment, change order, force account or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change orders or contract modification shall be promptly submitted to DSBO for notification purposes.
- (4) Those amendments, change orders, force accounts or other contract modifications that involve a changed Scope of Work that cannot be performed by existing project subcontractors are subject to the original overall contract goal. The Contractor shall satisfy the goal with respect to such changed Scope of Work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Contractor must also satisfy the requirements under §§ 28-60 and 28-73, D.R.M.C., with regard to changes in the Scope of Work or participation. The Contractor shall supply to the DSBO Director all required documentation under §§ 28-60, 28-70, and 28-73, D.R.M.C., with respect to the modified dollar value or Work under this Agreement.
- (5) If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Contractor is required to comply with § 28-72, D.R.M.C. regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.
- (6) Termination or substitution of an MWBE subcontractor requires compliance with § 28-73, D.R.M.C.
- (7) Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-76 of the MWBE Ordinance.
- (8) Should any questions arise regarding specific circumstances, the Contractor should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

10.4 Compliance with Wage Rate Requirements. Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. including, but not limited to, (1) the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised, and (2) the City's Minimum Wage Protections Sections 20-82 through 20-84 D.R.M.C., and any determinations made by the City pursuant thereto. In the event a covered worker falls under both ordinances, Contractor shall pay the greater of the two rates. A copy of the applicable prevailing wage rate schedule is attached as **Exhibit U** and incorporated herein by reference.

Date bid or request for qualifications/proposals was advertised September 17, 2024.

Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the date of advertisement specified above. Unless expressly provided for in this Agreement, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

Contractor shall provide the Auditor with a list of all subcontractors providing any services under the contract.

Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under the contract.

Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.

If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or **terminate work if Contractor fails to pay required wages and fringe benefits.**

10.5 Compliance With Denver Wage Laws. To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the 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.

10.6 Applicability of Laws. This Contract and Agreement between the Contractor and the City shall be deemed to have been made in the City and County of Denver, State of Colorado and shall be subject to, governed by and interpreted and construed in accordance with the laws of the State of Colorado and the Charter, the Revised Municipal Code, Rules, Regulations, Executive Orders and fiscal rules of the City. As such, the Contractor shall at all times comply with the

provisions of the Charter, Revised Municipal Code, Rules, Regulations, Executive Orders and fiscal rules of the City, and those of the State of Colorado and Federal Laws and Rules and Regulations, which in any manner limit, control or apply to the actions or operations of the Contractor, any Subcontractors, employees, agents or servants of the Contractor engaged in the Work or affecting the materials and equipment used in the performance of the Work, as the same may be, from time to time, promulgated, revised or amended. The Charter and Revised Municipal Code of the City, as the same may be amended from time to time, are hereby expressly incorporated into this Contract as if fully set out herein by this reference.

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

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

10.9 Taxes, Charges and Penalties. Except as provided in the City's Prompt Payment ordinance, codified at DRMC Sections 20-107, 20-108 and 20-109, the City shall not be liable for the payment of any taxes, late charges, interest or penalties of any nature arising out of this Contract.

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

11.0 PROPRIETARY OR CONFIDENTIAL INFORMATION P

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

11.2 Contractor Information. The parties understand that all the material provided or produced under this Contract may be subject to the Colorado Open Records Act, C.R.S. 24-72-201, et seq., and that in the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material. The Contractor further

agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Contractor's intervention to protect and assert its claims of privilege against disclosure under this Section including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

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

11.4 Professional Obligations.

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

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

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

11.5 Rights and Remedies Not Waived. No payment or failure to act under the Contract by the City shall constitute a waiver of any breach of covenant or default which may then exist on the part of the Contractor. No assent, expressed or implied, by either party to any breach of the Contract shall be held to be a waiver of any default or other breach.

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

If to the Contractor:

If to the City:

Executive Director of the Department of Transportation and
Infrastructure
Department of Transportation and Infrastructure
City and County of Denver
201 West Colfax, Department 608
Denver, Colorado 80202

With a copy to: Manager
DOTI Interagency Missions
201 West Colfax, Department 506
Denver, CO 80202

And a copy to: Assistant City Attorney – Municipal Operations Section Director
City and County of Denver
201 West Colfax, Department 1207
Denver, Colorado 80202

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

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

11.9 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.

11.10 Signatures and Effective Date. 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. As used herein, the term “**Effective Date**” shall mean the date appearing on the City’s signature page of this Agreement.

11.11 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.

[SIGNATURE PAGES FOLLOW]

Contract Control Number:
Contractor Name:

DOTI-202577784-00
M. A. MORTENSON COMPANY

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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

DOTI-202577784-00
M. A. MORTENSON COMPANY

By:

Signed by:
Brian Fitzpatrick
756091D83E334E0...

Name:

Brian Fitzpatrick
(please print)

Title:

Vice President, General Manager
(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)

Exhibit A

Description of Program Management, Design, and Construction Services

Description of Program Management, Design, and Construction Services

TYPE 1: Program Management Services Task Orders

Program Management Services may include but are not limited to:

- Program Management
- Safety Management
- Quality Management
- Risk Management
- Cost Estimation and Pre-Construction Services
- Sequencing and Work Packaging
- Schedule Development and Adherence
- Procurement and Bidding, and Best Value Criteria
- Close-Out
- Property Access/Egress, Signage
- Contract Administration and Reporting
- Public Outreach
- Value Engineering
- MWBE Compliance
- Investigative Services
- Destructive Testing Services
- Survey
- Selective Labor Services
- Building Permit Requirements

Meetings and General Management Responsibilities:

- Regular meetings and responsibilities during the program may include but are not limited to:
- Kick-off
- Initial project scoping and risk management planning
- Weekly Progress
- Coordination meetings with other contractors and/or City representatives required to facilitate the work, including coordination with other City agencies
- Design and Constructability Review Meetings
- Scheduling and Sequencing of activities along with Stakeholder predetermined dates
- Budget and Cost Alignment Meetings
- Executive Team Meetings (as required)
- Facilitating project documentation requirements
- Project closeout
- Refinement and coordination of the project scope and packaging for overall work and project delivery efficiency
- Development of strategies for coordination of construction timing relative to Red Rocks projects or other requested City work in coordination with DAV Events
- Management of overall Red Rocks project delivery schedule in accordance with required timelines for completion
- Identification and mitigation of project risks
- Punch walks, warranty coordination, and inspections
- Preparation of design documentation for permitting

- Coordination of engineering consultants in order to produce complete contract documents for construction and permitting
- Coordination and adherence to any landmark requirements or committee meetings for work to be completed
- Construction in adherence with specifications and documents and in compliance with previous Red Rocks requirements and products; along with future collaboration if specifications are to shift to new product types
- Value engineering and cost saving solutions, where applicable and needed
- Submittal and Request For Information (RFI) review

Deliverables:

- Project Management Plan
- Safety Management Plan
- Quality Management Plan
- Risk Management Plan/Register
- Cost Estimates, as requested
- EDI Plan
- Scheduling Services / Scheduling Oversight / Procurement Supervision and Implementation
- Sequencing/Scheduling construction compliance start dates with the concert season and deadlines with all project work required at the facility(s)
- Procurement, Bidding, and Best Value Criteria Documents
- Close-Out Documentation (Survey, Field Reports, As-builts, OM Manuals, etc.) as required by the Contract Documents
- Circulation, pedestrian, ROW, and temporary access plans, as required
- CASDP, SWMP, State Permitting, Jeffco Stormwater, etc.
- Contract Administration and Reporting
- Public Information and Outreach Plan, as required
- Constructability Reviews and adherence to building codes

The above plans are required to be shared with subcontracting firms bidding on work order scope at time of bid.

Coordination with Others:

One of the ICPM's main qualities, will be required to coordinate with partner agencies, project stakeholders, design teams hired by the ICPM or separately by the City, peer review consultants, cost estimators, Building Department, Public art representatives and artists, City Inspectors, City project staff and CPM, and others as required for effective execution of the Work. The ICPM may be required to coordinate and integrate designs by others into the program, work sequencing matrix, and plan for construction services.

Project Management Plan:

Project Management Plan to include identification of the program scope elements, critical success factors of the program scope, risks and challenges, deliverables, work breakdown structure, schedule(s), key personnel roles and responsibilities, communication and escalation protocols, and approach to delivering the work on time and on budget. Plan shall also include approach to reporting and tracking each of Red Rocks vision goals and planned event requirements throughout the course of the program, including progress made toward addressing a suitable solution for each projects' vision and goals.

Safety Management Plan:

The ICPM shall outline an overall approach to managing the safety of all internal and external staff throughout the course of the project. ICPM should provide approach to ensuring that the safety programs of others (i.e. other Contractors who may be awarded the Work Order construction projects) aligns with Citywide safety values, as well as an overall commitment to safety. Should the ICPM be awarded any Construction Work Orders, specific site-safety precautions and considerations will be addressed at the Work Order level for a given project.

Quality Management Plan:

The ICPM shall be responsible for ensuring programmatic quality of both design and construction teams, ensuring that the level of quality required to achieve DAV's historical landmark compliance as well as the Director's vision throughout both the design and construction of the project(s). A quality management plan addressing the following but not limited to:

- Oversight of construction activities
- Impacts to operations of the Park and Amphitheatre
- Impacts to patrons visiting the Park and Amphitheatre
- Clear before and after presentations to denote major design, construction, patron usage, and other changes to the Park or Amphitheatre
- Prevention of construction material defects
- Consistency in ADA-compliant material/product selection
- Consistency of performance with previously selected products and designs of the Park and Amphitheatre
- Selection of qualified subcontractors and subconsultants
- Timely inspections and coordination with outside reviewers, such as, 3rd Party Inspectors, etc.
- Adequate communication and training
- Closeout documentation
- Peer reviews and/or constructability reviews
- Documentation of existing conditions
- Submittals/samples/mock-ups as applicable

Risk Management Plan/Register:

Creation of program risk register, risk workshop with project stakeholders, risk management plan to assess, mitigate, and track program risks, as well as ongoing monitoring of risks/risk owners/milestone mitigation measures.

Cost Estimates and Pre-Construction Services:

The ICPM may be asked to perform cost estimates to determine design task order pricing and/or construction work order pricing for budgeting and planning purposes. Validate pricing provided by subcontractors and designers, as well as specialty or unique work that may require additional cash flow analysis. The City will determine if pre-construction services are desired for individual projects or the Program. Pre-Con services may include constructability reviews, staging and sequencing recommendations, cost estimating, and related services. The City reserves the right to hire an independent cost estimator to perform cost estimating services for this work.

Scheduling:

Perform overall program level scheduling services which will identify the milestone activities for each of the facilities, deadlines, and work packages that the City will release to the ICPM via Task Orders and Work Orders. Sufficient detail is required to indicate dependencies upon other City-related activities and events, as well as the interconnected packages of this overall program. Milestones shall

be shown to indicate activities which will require early procurement as well as restrictions to public access, utility interruptions, and the project completion dates required to meet the annual deadlines. Schedule shall be reviewed with CPM on a regular basis and any changes to the schedule must be communicated to and approved by the City.

- **Coordination with Other Projects and Events:** The ICPM will be responsible to coordinate their activities with other ongoing projects and scheduled activities and events at a given facility/project site. If required, the ICPM will make the building or site available on an as-needed basis for City representatives, other consultants and contractors needing access to perform investigative work, survey, geotechnical borings, etc.

Sequencing/Scheduling Matrix of Concert Season Start Dates / Deadlines and Proposed Work:

The ICPM shall create a scheduling matrix which outlines when design will occur for all scope, when work will occur in each facility, and cash flow analysis demonstrating when funding will be needed to execute a given Task Order or Work Order. This matrix shall demonstrate how all of the above work will be successfully completed within each annual deadline/milestone, at each facility. The sequence proposed in the matrix will also identify the work packaging approach required to execute the work most efficiently and effectively, and will be used to plan design, construction, and budgetary work throughout the program. The matrix shall be developed by the ICPM and approved by City. Changes to the matrix must also be approved by the City.

Procurement, Bidding, and Best Value Criteria:

The ICPM will be required to advertise, solicit, compile, receive, open in the presence of the CPM, and review bids for all construction work orders, regardless of whether the ICPM bids on the Construction Work Order. The ICPM will facilitate outreach, create consistent bid forms, instructions to bidders, any necessary addenda, review of schedule of values, and evaluation of bids, required to award an apparent low bidder. All documentation shared with prospective bidders shall be provided to the CPM. The CPM will be present while all Type 3 work order bids are opened. The ICPM will review with the PM in order to demonstrate that the lowest qualified bidder was selected for the work, unless the City approved value-based selection prior to issuing the procurement documents. The ICPM will be required to solicit a minimum of 3 or more competitive bids for each construction work order. Should multiple bids not be received, the ICPM shall notify the CPM to review the scope of work and determine if overly restrictive project requirements were provided.

- **Best Value Criteria Proposal Evaluation Manual (PEM):** ICPM shall develop Best Value Criteria and associated Proposal Evaluation Manual (PEM) to be considered by the City for a selection method for a given Work Order(s) should alternative criteria be critical to the success of a project. Determination of which Work Orders will be selected by low bid or by Best Value will ultimately be determined by the City and may be as recommended by the ICPM. ICPM shall develop such criteria, scoring approach, and selection and evaluation procedures, etc. for projects identified as Best Value Work Orders. Items to be included in the Proposal Evaluation Manual shall include, but not be limited to:
 - Identification of methodology for selection
 - Best Value criteria (schedule, cost, working hours, experience working in secure or occupied facilities, more complex scope, environmental compliance, past project performance/experience at a given site, key personnel, project approach, quality plan, safety approach, etc.)
 - Proposal Evaluation and Review criteria to ensure consistent and fair approach to evaluating proposals
 - Technical Review Committee identification

- Evaluation Procedure including scoring checklist and formula weightings
- Confidentiality/Non-disclosure agreements
- Price opening/sealed envelope process

Close-Out Documentation:

Coordination of closeout documentation from subcontractors, including but not limited to as-builts, record drawings, O&M Manuals, training, etc. shall be provided to the City and documented per the City's Standard Specifications for Construction General Contract Conditions (the "Yellow Book") as well as the City's Division One Technical Specifications. Documentation of each original state and final product (before and after) record as-builts are to be provided by the ICPM, via means of 360-degree photography, CAD .dwg, record drawing as-builts, and others as required by the City or Red Rocks. The City will require a cloud downloadable file along with (2) hardware storage drives to keep for record.

Contract Administration and Reporting:

The City is responsible for meeting reporting standards from a number of funding agencies and entities. The ICPM will work with the City to understand and incorporate all required reporting standards in regular progress reporting. The ICPM will be required to submit monthly invoices and payment applications in accordance with the City's reporting standards and shall be organized by Task Order and Work Order basis.

Public Information and Outreach Plan:

Facilitate and assist the City in participating in and leading any public outreach, information, notification, and resolution processes to engage the Public in applicable project occurrences.

Value Engineering:

Evaluate the project documentation and determine if there are opportunities for cost savings through alternative means and methods of construction, sequencing, and the use of equipment and materials.

TYPE 2: Architectural Design Task Orders

Design Services to include, but are not limited to:

- a. **Design:** Develop architectural and engineering design for DAV solutions as needed to complete preconstruction services, design, and construction delivery of completed findings.
 - Level of design documents required will be determined based on the project's scope of work. For large or complex projects expect to illustrate the scope of work and describe the construction requirements for each trade. Establish the complete scope including equipment/accessory schedules and specifications as appropriate for each design stage. Develop SD's, DD's, and CD's, as appropriate. ICPM, with approval by the City, may agree that scope does not require design documents.
 - Proposal Requests (PR) for each Task Order will be developed by the ICPM and approved by the CPM before sending out to the Design Team.
 - Complete coordinated set of documents with all subcontractors, as needed, including general trades, electrical, civil, and structural engineering, among others.
 - Complete set of construction documents that will be submitted to obtain a construction permit when required.
 - Stamped drawings and specifications by CO-licensed architects and engineers as required to obtain necessary permits and install the work safely, meeting all applicable codes and

requirements of the authority having jurisdiction, including the Department of Justice, ADAAG, and ANSI A 117.

- The Design Team shall provide 100% Construction Documents to obtain necessary permits, and for bidding to Contractors. The construction documents shall include detailed technical specifications. The Design Team is responsible for incorporating the City's standard Division One Specifications, sidewalk specifications, standards, and details, as well as other standard details into the project manual, as requested by the City.
 - The plan review fee will be reimbursable at cost and included within the Type 02 costs.
 - Construction Documents supplied shall include, but not be limited to, the following and shall ultimately be determined by the ICPM to provide adequate information to obtain competitive bids for issuance as Construction Work Orders:
 - Code Plan
 - Floor Plans
 - Site, Grading, and/or other Civil Plans
 - Reflected Ceiling Plans
 - Interior Elevations, Sections, and Details
 - Interior Design and Finish Selection
 - Door Hardware Schedule
 - MEP Drawings
 - Fixture Selection
 - Structural Drawings (if required)
 - Technical Specifications
 - Performance Specifications (for fire sprinklers)
 - Renderings or perspectives for DAV visual graphics review and possible advertisement(s).
 - The following list of disciplines may be included on the design team when responses for the scope of work described in a Task Order Proposal Request require these services:
 - Architectural / Interior Design
 - Landscape Architect
 - Mechanical, Electrical, Plumbing (MEP)
 - Structural
 - Civil / Land Survey
 - Low Voltage Consultant
 - Fire Protection
 - Security, Access Controls, Voice and Data Telecommunications, Audio/Video, CATV
 - Building Code Consultant
 - ADA Accessibility Consultant
- b. **Construction Administration:** Services provided throughout the bidding and construction process to include, but not be limited to, the following: Responses to RFI's and providing ASI's as requested, Submittal / Shop Drawing review / approval, Attendance at OAC meetings, Submission of field observation reports, coordinated with site visits for OAC meetings, Change order reviews, Substantial completion and punch list walk through with the City and Contractor, Assistance with Final Acceptance determination.
- c. **Record Drawings:** Design Team shall provide record drawings of the work to best reflect the constructed work in digital format (PDF and REVIT/DWG file types).

TYPE 3: Construction Work Orders

The primary scope of work for Construction Work Orders shall consist of constructing, replacing, repairing, altering and/or providing compliant, cost-effective solutions for improvements to Red Rocks facilities, including ADA compliance and code required upgrades, as well as road, trail, and sidewalk repairs and construction. The primary source of scope development will come from the Red Rocks Amphitheatre Staff requirements listed from the Director. Designs may be provided to the ICPM by the City which were designed by others. Such design packages may be required to be bid through the Integrated Contract for Construction services only. Any deficiencies discovered during the process of design or construction, or inadvertently created as the result of another design deficiency solution, shall be brought to the immediate attention of the CPM to work in conjunction with the City so that the proper course of action and correction may be implemented.

Not to exceed, lump sum or unit price maximum amount work orders will be executed for each Construction work assignment. At the City's discretion, a work order may be issued and awarded based on Best Value, utilizing criteria created by the ICPM and reviewed and approved by the City before any procurement begins for an applicable work order. All Construction Work Order bids shall be sealed, date stamped, and only opened at a pre-determined time with the City single point of contact present. A single work order may include work at multiple facilities. Regardless of type, the work orders maximum will be determined by applying the formula below:

$$\text{Bid Value} \times (1 + \text{IC CM Fee}\%) + \text{Bond Cost} = \text{Work Order NTE}$$

- **Direct Cost** – The Direct Cost of the Work is the total accepted bid which includes all materials, supplies, equipment, and labor necessary to perform the requested Construction work. The City may reject any subcontractor if, in its sole discretion, the City determines the subcontractor is not qualified, is not responsible, for any reason listed in General Condition 502 or that it is not in the City's best interest to have the subcontractor perform the proposed work. ICPM may submit a sealed bid to self-perform work per the Contract.
- **CM Fee** – A percentage applied to the awarded bid.

For Construction work, The ICPM will execute a project-specific Construction Work Order which will result in a lump sum or unit-based contract price for each Construction Work Order. Each Construction Work Order will be procured utilizing a lump sum or unit price bid process to ensure the City realizes the lowest responsive bidder or a best value approach, as determined by the City. All project specific Invitations to Bid will be required to be submitted to the City prior to advertisement to allow inclusion on the City website. Invitation for Bid (IFB) for each Work Order will be developed by the ICPM and approved by the CPM before sending out to solicit bids.

The bids for determining the costs of any Work Order shall be sealed, date stamped, and only opened within the presence of the City single point of contact, the CPM. The City may reject any subcontractor if, in its sole discretion, the City determines the subcontractor is not qualified, is not responsible, for any reason listed in General Condition 502 or that it is not in the City's best interest to have the subcontractor perform the proposed work. The ICPM may have the option to submit a bid to self-perform Construction Work Orders. Self-performed bids shall be delivered to the CPM 24 hours prior to the receipt of bids for the same work. All Work Order costs shall be agreed to prior to executing the Work Order for implementation.

a. Construction Work Orders

Work Order Requests for Proposals will be based on the work packaging recommended from the Project Management Plan/Sequencing deliverables (matrix) provided in Type 1 Task

Order(s) for Programmatic Services and based on the design work performed in Type 2 Task Order(s) for Design Services, and as approved by the CPM. At the City's discretion, the City may require that the ICPM bid Work Orders to firms that are prequalified according to the City's specific Prequalification Rules, based on the work required to be performed in each Work Order. At the City's discretion, the City may request that the ICPM include liquidated damages on Work Orders. The City may wish to issue Work Order Invitations for Bid for other improvements to City Facilities and spaces, not tied to the ADA non-compliant elements, if it is in the best interest of the City to do so. A single Work Order may include work on multiple properties.

The ICPM will receive a Construction Management Fee (CM Fee) to be applied to the total amount of work within the Work Order, minus the aforementioned exclusions, regardless of Work Order winning bidder. The CM Fee will cover the ICPM's efforts to develop construction procurement documents, advertise, solicit, package, procure, bid, evaluate bids, contract each work order, claims mitigation, as well as construction management oversight of the multiple required construction work orders, and overhead and profit. The ICPM's Construction Management Fee will be proposed by each shortlisted firm, with more points being assigned to the firm with the lowest Construction Management Fee and less points assigned to the firm with highest Construction Management Fee. An IC Design Management Fee is not to be applied within this type of Work Order.

b. Schedule of Values

The apparent low bidder shall furnish to the CPM, for review and approval, a Schedule of Values (SOV), in such detail as the PM shall request, no later than 10 days after notice of apparent low bidder. The City may elect to award work to the next apparent low bidder if the Schedule of Values is not received within this timeframe or if it is determined that a bid is incomplete.

c. Construction Plan(s)

For all exterior and/or interior site locations, the awarded Contractor shall submit an Construction Plan for each Work Order within 10 days of notice to proceed, which addresses the DAV scope of work items, describing its plan for mobilizing, access/egress, pedestrian traffic, facility employee traffic, required barriers, routing and signage, a plan for identifying, removing, disposing and/or recycling of regulated solid and /or hazardous wastes, identification of other components (sidewalks, paving, etc.) to be removed, remediating any soil contamination on the property as identified in the approved Materials Management Plan and environmental characterization documents (if applicable), the measures taken to stabilize the site and a description of the conditions in which the site will be left, and the site-specific safety and environmental mitigation measures. The Construction Plan shall include the actions required to complete the applicable DAV Construction scope of work for each specific site along with the various start and stop dates in collaboration with the event staff of Red Rocks.

d. Schedule

The awarded Contractor shall be responsible for the development and compliance of the Work Order project schedule in coordination with the overall program schedule(s). Schedules shall demonstrate how the Contractor proposes to meet each milestone deadline, including city and client inspections.

e. Work Order Changes

Work Order Changes will be executed and applied to the Type 3 Work Orders based on the requirements set forth in the City's Standard Specifications for Construction General Contract

Conditions, Title 11 (the “Yellow Book”). For purposes of this contract, the mark-ups described in Title 11 will flow down to the prime contractors who are awarded the Work Order and the ICPM will only be allowed increased CM Fee on increases to the Direct Cost of work, no other change management fees will be payable to ICPM. Accordingly, deductive Change Orders will result in a decrease to CM Fee.

f. Payment Procedure for Type 3 Work Orders – Masterworks

ICPM recognizes and agrees that it shall be required to use the Masterworks Construction Payment Management System (“Masterworks”) for this Project to request payment from the City and to pay subcontractors. All first-tier subcontractors or suppliers and any certified subcontractors or suppliers who are listed for participation towards any assigned program goal must be paid via Masterworks invoicing for Type 3 Work Orders. All costs including, but not limited to, costs associated with training, entering data, and/or utilizing Masterworks shall not be reimbursed by the City. As with other taxes, the City will not reimburse bidder for this cost.

TYPE 4: Construction Work Orders

The primary scope of work for Construction Work Orders shall consist of constructing, replacing, repairing, altering and/or providing compliant, cost-effective solutions for improvements to Red Rocks facilities, including ADA compliance and code required upgrades, as well as road, trail, and sidewalk repairs and construction. Designs may be provided to the ICPM by the City which were designed by others. Such design packages may be required to be implemented through the Integrated Contract for Construction services only. Any deficiencies discovered during the process of design or construction, or inadvertently created as the result of another design deficiency solution, shall be brought to the immediate attention of the CPM to work in conjunction with the City so that the proper course of action and correction may be implemented.

Not to exceed, lump sum or unit price maximum amount work orders will be executed for each Construction work assignment. At the City’s discretion, a work order may be issued and awarded based on approved and validated Schedule of Values, utilizing criteria created by the ICPM and reviewed and approved by the City before any procurement begins for an applicable work order. All Construction Work Order bids shall be sealed, date stamped, and only opened at a pre-determined time with the City single point of contact present. A single work order may include work at multiple locations. Regardless of type, the work orders maximum will be determined by applying the formula below:

$$\text{Bid Value} + \text{Bond Cost} = \text{Work Order NTE}$$

- **Direct Cost** – The Direct Cost of the Work is the total accepted bid which includes all materials, supplies, equipment, and labor necessary to perform the requested Construction work. The City may reject any subcontractor if, in its sole discretion, the City determines the subcontractor is not qualified, is not responsible, for any reason listed in General Condition 502 or that it is not in the City’s best interest to have the subcontractor perform the proposed work. ICPM may submit a sealed bid to self-perform work per the Contract.

For Construction work, The ICPM will execute a project-specific Construction Work Order which will result in a lump sum or unit-based contract price for each Construction Work Order. The Construction Work Order will be procured utilizing a lump sum or unit price bid process along with one (1) additional outside 3rd Party Estimating Organizations (see ICE CMGC SOW attachment for more details) to ensure the City obtains a fair price for the work.

The final bid for determining the final costs of any Work Order shall be sealed, date stamped, and only opened within the presence of the City single point of contact, the CPM. The City may reject any

subcontractor if, in its sole discretion, the City determines the subcontractor is not qualified, is not responsible, for any reason listed in General Condition 502 or that it is not in the City's best interest to have the subcontractor perform the proposed work. All Work Order costs shall be agreed to prior to executing the Work Order for implementation.

a. Construction Work Orders

Work Order Requests for Proposals will be based on the work packaging recommended from the Project Management Plan/Sequencing deliverables (matrix) provided in Type 1 Task Order(s) for Programmatic Services and based on the design work performed in Type 2 Task Order(s) for Design Services, and as approved by the CPM. At the City's discretion, the City may issue a Work Order Request for unforeseen, safety, or other necessary improvement work that may be required and may not have an associated Task Order design. At the City's discretion, the City may require that the ICPM bid Work Orders to firms that are prequalified according to the City's specific Prequalification Rules, based on the work required to be performed in each Work Order. At the City's discretion, the City may request that the ICPM include liquidated damages on Work Orders. The City may wish to issue Work Order Invitations for Bid for other improvements to City Facilities and spaces, if it is in the best interest of the City to do so. A single Work Order may include work on multiple locations.

Type 4 Work Orders will be procured and awarded if one or more of the following criteria is met:

- Urgent and critical work required as related to an emergency declaration, life safety concern, mitigation impacts caused from unexpected weather events, leaking or failing assets, or onsite hazards.
- Work required to maintain schedule if unforeseen conditions are encountered or if another selected contractor cannot complete – or is not sufficiently completing – the work. This will be at the discretion of the City.
- Allowances for specific trades of work as identified at time of RFQ/RFP
- Interior Renovations allowance of a maximum of \$1 Million
- Exterior Trails, Roadwork, Sidewalks, Fencing allowance of a maximum of \$1 Million
- Stormwater Management, Landscaping, etc. allowance of a maximum of \$250K
- Exterior Electrical, Lighting, Audio, Visual, Wireless Mobile projects allowance of a maximum of \$500K
- Concrete allowance of a maximum of \$400K
- Asphalt Renovations allowance of a maximum of \$650K
- If no other bids/proposals are received for a given scope of work in a Type 03 Work Order the City may request the Integrated Contractor to price the work to be completed.

b. Schedule of Values

The Integrated Contractor shall furnish to the CPM, for review and approval, a Schedule of Values (SOV), in such detail as the PM shall request, no later than 10 days after notice of apparent low bidder. The City may elect to award work to the next apparent low bidder if the Schedule of Values is not received within this timeframe or if it is determined that a bid is incomplete.

c. Construction Plan(s)

For all exterior and/or interior site locations, the awarded Contractor shall submit an Construction Plan for each Work Order within 10 days of notice to proceed, which addresses the DAV scope

of work items, describing its plan for mobilizing, access/egress, pedestrian traffic, facility employee traffic, required barriers, routing and signage, a plan for identifying, removing, disposing and/or recycling of regulated solid and /or hazardous wastes, identification of other components (sidewalks, paving, etc.) to be removed, remediating any soil contamination on the property as identified in the approved Materials Management Plan and environmental characterization documents (if applicable), the measures taken to stabilize the site and a description of the conditions in which the site will be left, and the site-specific safety and environmental mitigation measures. The Construction Plan shall include the actions required to complete the applicable DAV Construction scope of work for each specific site along with the various start and stop dates in collaboration with the event staff of Red Rocks.

d. Schedule

The awarded Contractor shall be responsible for the development and compliance of the Work Order project schedule in coordination with the overall program schedule(s). Schedules shall demonstrate how the Contractor proposes to meet each milestone deadline, including city and client inspections.

e. Work Order Changes

Work Order Changes will be executed and applied to the Type 4 Work Orders based on the requirements set forth in the City's Standard Specifications for Construction General Contract Conditions, Title 11 (the "Yellow Book"). For purposes of this contract, the mark-ups described in Title 11 will flow down to the prime contractors who are awarded the Work Order and no other change management fees will be payable to ICPM. Accordingly, deductive Change Orders will result in a decrease to CM Fee.

f. Payment Procedure for Type 4 Work Orders – Masterworks

ICPM recognizes and agrees that it shall be required to use the Masterworks Construction Payment Management System ("Masterworks") for this Project to request payment from the City and to pay subcontractors. All first-tier subcontractors or suppliers and any certified subcontractors or suppliers who are listed for participation towards any assigned program goal must be paid via Masterworks invoicing for Type 4 Work Orders. All costs including, but not limited to, costs associated with training, entering data, and/or utilizing Masterworks shall not be reimbursed by the City. As with other taxes, the City will not reimburse bidder for this cost.

Exhibit B
[Intentionally Omitted]

Exhibit C
Professional Services Rate Sheet

Red Rocks Integrated Contract - Pricing Proposal Sheet					
Task Order - Type (2) - IC Design Management Fee		5.0	%		
Work Order - Type (3) - IC Construction Management Fee		4.0	%		
Proposer to enter fully burdened rate for key personnel assigned to Project Role. Additional Roles may be added throughout the life of the contract, however these					
Key Personnel / Project Role	FE (assumed for calculation)	Hours per yr.	Rate \$/hr	Total \$/per yr.	Total \$/Contract
Integrated Contract Program Manager	0.85	1414	\$ 240.00	\$ 339,456	\$ 1,018,368
Preconstruction Manager	0.25	416	\$ 185.00	\$ 76,960	\$ 230,880
Project Administrator	0.35	582	\$ 82.00	\$ 47,757	\$ 143,270
Project Coordinator	0.25	416	\$ 77.00	\$ 32,032	\$ 96,096
Project Engineer	0.5	832	\$ 114.00	\$ 94,848	\$ 284,544
Safety Advisor	0.5	832	\$ 128.00	\$ 106,496	\$ 319,488
Quality Control Advisor	0.25	416	\$ 122.00	\$ 50,752	\$ 152,256
Scheduling Advisor	0.25	416	\$ 158.00	\$ 65,728	\$ 197,184
Architect	0.3	499	\$ 265.00	\$ 132,288	\$ 396,864
Engineer	0.2	333	\$ 260.00	\$ 86,528	\$ 259,584
ADA Specialist / Consultant	0.05	83	\$ 250.00	\$ 20,800	\$ 62,400
Field Carpenter	0.25	416	\$ 68.00	\$ 28,288	\$ 84,864
Field Laborer	0.25	416	\$ 65.00	\$ 27,040	\$ 81,120
Surveyor	0.25	416	\$ 65.00	\$ 27,040	\$ 81,120
MWBE Compliance Officer	0.1	166	\$ 128.00	\$ 21,299	\$ 63,898
				\$ 1,157,312	\$ 3,471,936
Firm Name:		Mortenson			
Signed By:		Brian Holland, PIC			

Brian M. Holland

Display signed by Brian M. Holland

DN: C=US, E=brian.holland@mortenson.com

DN: cn=Brian M. Holland, o=Mortenson

Date: 2024.12.01 13:24:06-07'00'

Exhibit D
[Intentionally Omitted]

Exhibit E
List of Key Personnel



Our team is suited for the Red Rocks Integrated Construction Services projects due to our extensive skills, qualifications, and experience, as detailed in the resumes that follow. Our team comprises highly skilled professionals with integrated design delivery knowledge for task/phase-oriented projects including campus work, occupied facilities, and public facing projects. Each member brings a wealth of experience in managing complex, logistical projects with multiple stakeholders, ensuring adherence to strict safety and regulatory standards, and delivering high-quality results within tight deadlines. Our team's qualifications include advanced degrees in engineering and project management, certifications in safety and quality control, and a proven track record of successful project completions. With a strong commitment to excellence and a deep understanding of the unique challenges Red Rocks Amphitheatre may experience, our team is prepared to meet and exceed your project expectations. **For more information on the individuals selected from our proposed and recommended subconsultants, please reference the appendix section at the end of this document.**

Qualifications and experience of the proposed key personnel. Include resumes describing relevant experience of the key personnel that will be involved in preconstruction, estimating, engineering, and construction management. Demonstrate how the personnel will work together to deliver projects with the type of projects and delivery method described in this RFP.

A UNIFIED TEAM FOR SUCCESSFUL PROJECT DELIVERY

Our team collaborates seamlessly across all project phases to ensure the successful completion of the RRA task orders. Here's how we work together:

Unified Approach

We operate as an integrated team, combining expertise in program management, design, preconstruction, construction management, and services to deliver a cohesive project outcome. Each team member brings specialized knowledge, ensuring that every aspect of the project is handled with precision.

Clear Communication

Regular meetings and open communication are vital to our process. Our project communications aim to: 1) convey the project's importance to all stakeholders, and 2) inform those affected by construction activities in advance to minimize inconvenience. Proactive outreach is crucial for engaging stakeholders, discussing plans, and understanding their needs. Initially, we identify each stakeholder's roles to establish effective communication, ensuring decisions are informed and inclusive while keeping the project on track and considering facility constraints. Remember, "The Show Must Go On" at all times!

Collaborative Design Process

Our design approach focuses on addressing all stakeholder needs while staying committed to cost

control, managing expectations, and ensuring timely delivery.

Proactive Planning

During preconstruction, we engage in thorough planning and risk assessment. By anticipating potential challenges early, we develop strategies that keep the project on schedule and within budget. By partnering early on with the Red Rocks facilities team, Arts and Venues, DOTI, and all other stakeholders, we aim to understand constraints, firm deadlines, and the overall campus schedule. Our team will then integrate this information into the design and construction operations to ensure critical milestones are seamlessly included in the construction process.

Efficient Construction Management

For Mortenson, efficient construction management is about more than just overseeing contractors and designers. It's about deeply understanding the work from the perspective of the end user, as well as throughout the design and construction phases. As a comprehensive development, construction, and engineering firm, we not only manage the work but also possess the expertise to execute it ourselves.

Quality Assurance

In the ICPM role, quality starts with a clear scope and design expectations, continuing with adherence to top installation standards. This collaborative approach enables us to handle diverse improvements at the RRA campus, ensuring a high-quality, functional project.





KEY PERSONNEL DESIGNATED BY TASK ORDER			
TYPE I	TYPE II	TYPE III	TYPE IV
Program Management Services	Architectural Design Task Orders	Construction Work Orders	Prime Integrated Construction Work Order
			

Exhibit F

Task and Work Order Proposal Request Form(s)



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

**RED ROCKS INTEGRATED SERVICES
PROFESSIONAL SERVICES PROPOSAL REQUEST
PROJECT NAME**

DATE ISSUED:
[Date]

PROPOSAL DUE DATE:
[Date]

CITY & COUNTY OF DENVER PROJECT MANAGER

[Name]
[Phone]
[Email]

PROPOSAL SUBMITTAL

Email proposals in PDF format to the City's Project Manager (PM), housed within the Department of Transportation and Infrastructure (DOTI), by the Proposal Due Date stated above.

PRE-PROPOSAL CONFERENCE

A pre-proposal site visit will be coordinated with the Contractor. The pre-proposal conference will be held at the project location, [Address].

QUESTIONS FROM PROPOSERS

All questions must be submitted in writing to the City's PM by [Date and Time]. Proposers shall anticipate responses from the City's PM by [Date and Time].

PROJECT DESCRIPTION

The City and County of Denver (the City) is requesting that your firm submit a proposal to provide engineering services for [Project Description] located at [Address].

The purpose of this project is to *(summary of what the work will entail.)*

This professional services scope of work includes, but is not limited to Preconstruction, Design, Construction Documents, Cost Estimation, and Construction Administration. The Construction Documents shall be used to obtain all construction permits. The Design Team shall address all comments provided by any City or permitting entity until such entities are satisfied with the Design Team's response so that a permit may be issued and maintained.

The estimated Construction budget for this project is [Budget Cost]

The Design Team shall be comprised of the contractor's engineering team and their various consultants necessary to perform the services

PROJECT SCOPE AND DELIVERABLES



The Design Team shall provide the following:

The purpose of this project is to *(summary of what the work will entail)*.

DESIGN CONSULTANTS

The following is a list of possible disciplines that the Design Team shall consider when assembling qualifications and proposals for the scope of work described herein. This list shall be modified by the Design Team as necessary to suit the scope of work for the project.

- Architectural
- Mechanical, Electrical, Plumbing (MEP)
- Structural

PROJECT SCHEDULE

Based on the *anticipated* [date] issuance of Notice to Proceed, the design services, excluding Construction Administration, shall be complete and ready to issue for construction no later than [date]. The anticipated construction duration is [# of Calendar Days *if known*].

As of **May 1, 2023**, all projects going in for permit review will be required to be submitted under the newly adopted **2022 Denver Building Code**. Information can be found at:

<https://www.denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directories/Community-Planning-and-Development/Building-Codes-Policies-and-Guides/Building-and-Fire-Code-Adoption-Process>

As of **March 1, 2023**, all projects going in for permit review will be required to meet the applicable **Energize Denver** requirements. Information can be found at:

<https://www.denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directories/Climate-Action-Sustainability-Resiliency/High-Performance-Buildings-and-Homes/Energize-Denver-Hub>

All work performed on this project will be in accordance with the terms and conditions of the Red Rock Integrated Contract with the City and County of Denver for Preconstruction and Engineering Services. All proposals must be signed by an official agent or representative of the company submitting the proposal.

In the event your proposal includes terms and conditions and/or assumptions and/or exclusions that contradict the terms and conditions of the Red Rocks Integrated Contract, and/or contradict the requirements or scope defined in this Proposal Request and its associated documents, the Red Rocks Integrated Contract and/or this Proposal Request and its associated documents shall prevail.

If you have any questions with the development of this Proposal Request, please contact the City's PM whose contact information is listed at the top of this proposal request. Your interest in assisting with this project is greatly appreciated.



CITY AND COUNTY OF DENVER
Department of Transportation and Infrastructure

RED ROCKS INTEGRATED SERVICES
CONSTRUCTION PROPOSAL REQUEST
[PROJECT NAME]

DATE:
[DATE]

BID DUE DATE:
[Date and 3:00PM, MST]

CITY & COUNTY OF DENVER PROJECT MANAGER

[Name]
[Phone]
[Email]

BID SUBMITTAL

Email bids in PDF format to City and County of Denver Project Manager by **[Date and 3:00PM, MST]**

PRE-BID CONFERENCE

If needed, a pre-bid conference will be held at the project location, **[Address]**. Contractors are encouraged to attend the pre-bid site visit to become familiar with the project scope and location.

QUESTIONS FROM BIDDERS

All questions must be submitted in writing to the Project Manager by **[Date and Time]**.

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:

[Detailed summary of what the work will entail. Construction Document.]

Construction Administration: Services provided throughout the bidding and construction process by the Design Team shall include, but not be limited to, the following: Responses to RFI's, submittal / shop drawing review / approval, attendance at Owner, Architect, Contractor (OAC) meetings, field observation reports, change order reviews, substantial completion & punch list walk through with the City, and record drawings: Design Team shall provide record drawings of the work to best reflect the final "as-built" constructed work in digital format (PDF and DWG file types).

Contractor shall include the cost for all required permit fees in their bid. Permits will be reimbursed at cost, with no markup allowed.

Contractor will be required to haul dedicated loads (non-hazardous entire loads of waste) to the Denver Arapahoe Disposal Site (DADS) for disposal, and pay all fees associated with such disposal.



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.

Special Considerations:

There is no intent for any part of this Proposal Request and/or its associated documents to restrict competitive procurement of goods and services. The City will consider any goods and services that comply with the criteria and requirements indicated.

Liquidated damages are to be set at \$XXX/Day on this project. This project needs to be complete prior to date XXXXXX.

As of June 1, 2023, all Contractor's are obligated to comply with Denver Ballot Initiative 306 (Waste No More) regulations for construction and demolition projects. This ordinance requires the Contractor to separate and recycle all readily recyclable concrete, asphalt, clean wood, scrap metal, and corrugated cardboard. The ordinance also requires the project submit a recycling and reuse plan to the City prior to obtaining a construction or demolition permit. The Waste No More Submittal Requirements, accessible at <https://www.denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Community-Planning-and-Development/Plan-Review-Permits-and-Inspections/Waste-No-More-Recycling-and-Reuse-Plan>, must be followed. Contractor shall maintain records and evidence of compliance.

PROPOSAL REQUIREMENTS

The bid submission shall include the Project Cost Proposal and Project Schedule as outlined below.

In the event the Contractor includes terms and conditions and/or assumptions and/or exclusions in their Proposal that contradict the terms and conditions of the Red Rocks Integrated Contract, and/or contradict the requirements or scope defined in this Proposal Request and associated documents, the City may deem the Contractor's proposal non-responsive.

Project Cost Proposal

The Project Cost Proposal shall be submitted using the Red Rocks Integrated Contract Work Order Pricing Request Worksheet.

Each Bid Alternate shall be priced on the Alternates Form within the On-Call Work Order Pricing Request Worksheet.

Contractor shall provide a list of **ANY** assumptions and qualifications associated with their bid on a separate document titled "[Project Name] - Bid Assumptions and Qualifications."

Project Schedule

Provide a project schedule with the start date of [Date]. The project is expected to be substantially complete on [Date]. Provide durations of all activities, lead times for material not readily available, breakout of project phasing (if required) and enough detail to illustrate the overall plan to successfully execute the project. The Contractor can assume Working Hours are: [7AM- 5PM Monday through Friday]. The Contractor agrees to achieve the schedule as outlined. If for some reason the Contractor cannot meet the schedule as outlined, the bid submission must include a notification of such.

Execution of Documents

The Contractor understands that if the Bid is accepted, the bidder must provide the Bond Rider and Schedule of Values within fourteen (14) calendar days from the date of the notification of the bid results.



MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION

Contractors shall comply with their respective 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.

If you have any questions related to this Construction Proposal Request, please contact the Project Manager whose contact information is listed at the top of this proposal request.

Exhibit G

Task and Work Order Pricing Proposal Form(s)

TASK ORDER FEE PROPOSAL

Project Name

Firm Name

Master Contract #

City Project Manager

Date

Task Order #

% Complete Invoicing Approved?

NO

*Hourly rate & Personnel Classification must exactly match master on-call agreement rates

M/WBE*	Firm Name	Name of Employee	Personnel Classification	Hourly Rate*	Hours	Total (\$)
(Y/N)	(Prime)	(Name)	(Principal)			\$0.00
	(Prime)	(Name)	(Project Manager)			\$0.00
	(Prime)	(Name)	(Project Architect)			\$0.00
	(Prime)	(Name)	(Drafter)			\$0.00
						\$0.00
						\$0.00
						\$0.00
(Y/N)	(Subconsultant(s))	(Name)	(Project Manager)			\$0.00
(Y/N)	(Subconsultant(s))	(Name)	(Engineer)			\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
SUBTOTALS					Prime	\$0.00
					Subconsultant(s)	\$0.00

Completed By

WORK ORDER PRICING WORKSHEET

RED ROCKS INTEGRATED CONSTRUCTION SERVICES

INFRASTRUCTURE PROJECT MANAGEMENT

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

CONTRACTOR NAME:

PROPOSAL NO.:

PROJECT NAME:

DATE:

SUB CONTRACTOR WORK ITEMS (Refer to Sub-Contractor Worksheets)

SUB CONTRACTOR - Labor + Materials + Equipment

Provide Subcontractor Worksheets for each subcontractor		TOTALS
S1		\$ -
S2		\$ -
S3		\$ -
S4		\$ -
S5		\$ -
S6		\$ -
S7		\$ -
S8		\$ -
S9		\$ -
S10		\$ -
S11		\$ -
S12	SUB-CONTRACTOR SUB TOTAL FOR LABOR + MATERIAL + EQUIPMENT	\$ -
S13	TOTAL OF SUB-CONTRACTOR O&P + TAX + PERMIT + BOND (SC Worksheets Line 21)	\$ -
S14	TOTAL FOR SUB-CONTRACTORS (SC Worksheets Line 22)	\$ -

CONTRACTOR NON-UNIT PRICE WORK ITEMS (Refer to Contractor Worksheets)

	LABOR	MATERIAL	EQUIPMENT	TOTALS
MC1	\$ -	\$ -	\$ -	\$ -
MC2	\$ -	\$ -	\$ -	\$ -
MC3	\$ -	\$ -	\$ -	\$ -
MC4	\$ -	\$ -	\$ -	\$ -
MC5	\$ -	\$ -	\$ -	\$ -
MC6	\$ -	\$ -	\$ -	\$ -
MC7	\$ -	\$ -	\$ -	\$ -
MC8	\$ -	\$ -	\$ -	\$ -
MC9	TOTAL (Lines MC1 through MC8)			\$ -
MC10	MC O&P @ ____% of Line MC9			\$ -
MC11	Sales Tax on Materials as of 01/01/21 @ 4.81%			\$ -
MC11a	MC On-Site Reimbursable Costs			\$ -
MC12	Permit Costs (At Cost)			\$ -
MC13	MC SUB TOTAL (Sum of Lines MC9 through MC12)			\$ -
MC14	Sub-Contractor Total (Line S14)			\$ -
MC15	MC Markup of Sub Contractors (____% of Line S12)			\$ -
MC16	Subtotal (Sum of Lines MC13, MC14, & MC15)			\$ -
MC17	Bond Costs (No greater than 2.5% of Line MC16)			\$ -
MC18	Total Proposal Request (Lines MC16 + MC17)			\$ -

CONTRACTOR'S TOTAL PROPOSED COST

\$ -

TIME TO COMPLETE THE WORK IN THIS PROPOSAL REQUEST

CALENDAR DAYS

CONTRACTOR'S SIGNATURE

DATE

ON-SITE REIMBURSABLE WORKSHEET FOR PROPOSAL REQUEST

RED ROCKS INTEGRATED CONSTRUCTION SERVICES

INFRASTRUCTURE PROJECT MANAGEMENT
DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE | CITY & COUNTY OF DENVER | 201 W. COLFAX AVE. DENVER, CO 80202

CONTRACTOR NAME:

0

PROPOSAL NO.:

0

PROJECT NAME:

0

DATE:

1/0/1900

CONTRACTOR NAME : _____

		LABOR	MATERIAL	EQUIP.	TOTALS
1		\$ -	\$ -	\$ -	\$ -
2		\$ -	\$ -	\$ -	\$ -
3		\$ -	\$ -	\$ -	\$ -
4		\$ -	\$ -	\$ -	\$ -
5		\$ -	\$ -	\$ -	\$ -
6		\$ -	\$ -	\$ -	\$ -
7		\$ -	\$ -	\$ -	\$ -
8		\$ -	\$ -	\$ -	\$ -
9		\$ -	\$ -	\$ -	\$ -
10		\$ -	\$ -	\$ -	\$ -
11		\$ -	\$ -	\$ -	\$ -
12		\$ -	\$ -	\$ -	\$ -
13		\$ -	\$ -	\$ -	\$ -
14		\$ -	\$ -	\$ -	\$ -
15	SUB TOTAL (Lines 1 through 14)	\$ -	\$ -	\$ -	\$ -

TOTAL ON-SITE REIMBURSABLE COSTS \$ -

CONTRACTOR SELF PERFORM WORKSHEET FOR PROPOSAL REQUEST

RED ROCKS INTEGRATED CONSTRUCTION SERVICES

INFRASTRUCTURE PROJECT MANAGEMENT
DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE | CITY & COUNTY OF DENVER | 201 W. COLFAX AVE. DENVER, CO 80202

CONTRACTOR NAME:

0

PROPOSAL NO.:

0

PROJECT NAME:

0

DATE:

1/0/1900

CONTRACTOR NAME : _____

		LABOR	MATERIAL	EQUIP.	TOTALS
1		\$ -	\$ -	\$ -	\$ -
2		\$ -	\$ -	\$ -	\$ -
3		\$ -	\$ -	\$ -	\$ -
4		\$ -	\$ -	\$ -	\$ -
5		\$ -	\$ -	\$ -	\$ -
6		\$ -	\$ -	\$ -	\$ -
7		\$ -	\$ -	\$ -	\$ -
8		\$ -	\$ -	\$ -	\$ -
9		\$ -	\$ -	\$ -	\$ -
10		\$ -	\$ -	\$ -	\$ -
11		\$ -	\$ -	\$ -	\$ -
12		\$ -	\$ -	\$ -	\$ -
13		\$ -	\$ -	\$ -	\$ -
14		\$ -	\$ -	\$ -	\$ -
15	SUB TOTAL (Lines 1 through 14)	\$ -	\$ -	\$ -	\$ -

TOTAL CONTRACTOR COSTS \$ -

SUB-CONTRACTOR WORKSHEET FOR PROPOSAL REQUEST

RED ROCKS INTEGRATED CONSTRUCTION SERVICES

INFRASTRUCTURE PROJECT MANAGEMENT

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

CONTRACTOR NAME: 0 PROPOSAL NO.: 0
PROJECT NAME: 0 DATE: 1/0/1900

SUB-CONTRACTOR NAME : _____

		LABOR	MATERIAL	EQUIPMENT	TOTALS
1		\$ -	\$ -	\$ -	\$ -
2		\$ -	\$ -	\$ -	\$ -
3		\$ -	\$ -	\$ -	\$ -
4		\$ -	\$ -	\$ -	\$ -
5		\$ -	\$ -	\$ -	\$ -
6		\$ -	\$ -	\$ -	\$ -
7		\$ -	\$ -	\$ -	\$ -
8		\$ -	\$ -	\$ -	\$ -
9		\$ -	\$ -	\$ -	\$ -
10		\$ -	\$ -	\$ -	\$ -
12		\$ -	\$ -	\$ -	\$ -
13		\$ -	\$ -	\$ -	\$ -
14		\$ -	\$ -	\$ -	\$ -
15	SUB TOTAL (Lines 1 through 14)	\$ -	\$ -	\$ -	\$ -
16	Overhead & Profit @ ____% of line 15				\$ -
17	Sales Tax on Materials as of 01/01/21 @ 4.81%		\$ -		\$ -
18	Permit Costs (At Cost)				\$ -
19	SUB TOTAL (Lines 15+16+17+18)				\$ -
20	Bond Cost (Only if applicable and no greater than 1.5% of Line 19)				\$ -
21	SUB TOTAL O&P, TAX, PERMIT, AND BOND (Sum of Lines 16, 17, 18, & 20)	\$ -			
22	TOTAL SUB-CONTRACTOR COSTS (Line 19 + 20)				\$ -

TOTAL SUB-CONTRACTOR COSTS \$ _____

Exhibit H

Work Order Terms and Procedures

Work Order Terms and Procedures

1. General Scope:

The primary scope of work for Construction Work Orders shall consist of constructing, replacing, repairing, altering and/or providing compliant, cost-effective solutions for improvements to Red Rocks facilities, including ADA compliance and code required upgrades, as well as road, trail, and sidewalk repairs and construction. The primary source of scope development will come from the Red Rocks Amphitheatre Staff requirements listed from the Director. Designs may be provided to the ICPM by the City which were designed by others. Such design packages may be required to be bid through the Integrated Contract for Construction services only. Any deficiencies discovered during the process of design or construction, or inadvertently created as the result of another design deficiency solution, shall be brought to the immediate attention of the CPM to work in conjunction with the City so that the proper course of action and correction may be implemented.

Not to exceed, lump sum or unit price maximum amount work orders will be executed for each Construction work assignment. At the City's discretion, a work order may be issued and awarded based on Best Value, utilizing criteria created by the ICPM and reviewed and approved by the City before any procurement begins for an applicable work order. All Construction Work Order bids shall be sealed, date stamped, and only opened at a pre-determined time with the City single point of contact present. A single work order may include work at multiple facilities.

2. Work Order Packages:

Work Order Requests for Proposals will be based on the work packaging recommended from the Project Management Plan/Sequencing deliverables (matrix) provided in Type 1 Task Order(s) for Programmatic Services and based on the design work performed in Type 2 Task Order(s) for Design Services, and as approved by the CPM. At the City's discretion, the City may require that the ICPM bid Work Orders to firms that are prequalified according to the City's specific Prequalification Rules, based on the work required to be performed in each Work Order. At the City's discretion, the City may request that the ICPM include liquidated damages on Work Orders. The City may wish to issue Work Order Invitations for Bid for other improvements to City Facilities and spaces, not tied to the ADA non-compliant elements, if it is in the best interest of the City to do so. A single Work Order may include work on multiple properties.

The ICPM will receive a Construction Management Fee (CM Fee) to be applied to the total amount of work within the Work Order, minus the aforementioned exclusions, regardless of Work Order winning bidder. The CM Fee will cover the ICPM's efforts to develop construction procurement documents, advertise, solicit, package, procure, bid, evaluate bids, contract each work order, claims mitigation, as well as construction management oversight of the multiple required construction work orders, and overhead and profit. The ICPM's Construction Management Fee will be proposed by each shortlisted firm, with more points being assigned to the firm with the lowest Construction Management Fee and less points assigned to the firm with highest Construction Management Fee. An IC Design Management Fee is not to be applied within this type of Work Order.

3. Construction Plan(s):

For all exterior and/or interior site locations, the awarded Contractor shall submit an Construction Plan for each Work Order within 10 days of notice to proceed, which addresses the DAV scope of work items, describing its plan for mobilizing, access/egress, pedestrian traffic, facility employee traffic, required barriers, routing and signage, a plan for identifying, removing, disposing and/or recycling of regulated solid and /or hazardous wastes, identification of other components (sidewalks, paving, etc.) to be removed, remediating any soil contamination on the property as identified in the approved Materials Management Plan and environmental characterization documents (if applicable), the measures taken to stabilize the site and a description of the conditions in which the site will be left, and the site-specific safety and

environmental mitigation measures. The Construction Plan shall include the actions required to complete the applicable DAV Construction scope of work for each specific site along with the various start and stop dates in collaboration with the event staff of Red Rocks.

4. Schedule:

The awarded Contractor shall be responsible for the development and compliance of the Work Order project schedule in coordination with the overall program schedule(s). Schedules shall demonstrate how the Contractor proposes to meet each milestone deadline, including city and client inspections.

5. Payment Procedure for Work Orders – Masterworks:

ICPM recognizes and agrees that it shall be required to use the Masterworks Construction Payment Management System (“Masterworks”) for this Project to request payment from the City and to pay subcontractors. All first-tier subcontractors or suppliers and any certified subcontractors or suppliers who are listed for participation towards any assigned program goal must be paid via Masterworks invoicing for Type 3 Work Orders. All costs including, but not limited to, costs associated with training, entering data, and/or utilizing Masterworks shall not be reimbursed by the City. As with other taxes, the City will not reimburse bidder for this cost.

Exhibit I

Task/Work Order Form(s)



On-Call Professional Services Task Order

Project Name:	Master Contract Alfresco/Jaggaer #:
Project Manager:	Consultant/Supplier:
Task Order #:	Supplier #: SC-
Alfresco/Jaggaer # / Workday PO: / PO-	Supplier ID:
Workday Project ID(s): PRJ-	% Complete Invoicing Allowed: No

Upon this task order being signed by the approving parties, the following described task order shall be executed by the Consultant/Vendor without changing the terms of the Master On-Call Contract. The Consultant/Vendor agrees to furnish all materials and labor and perform all work required to complete the task order, as described below and within the attached signed proposal, in accordance with the requirements for similar work covered by the Contract:

ADD BRIEF SCOPE HERE

<p><u>TASK ORDER 0 SUMMARY</u> This Task Order (Do Not Exceed): Task Order Duration: Calendar Days from NTP Scope Includes M/W/S/D/EBE Participation: No</p> <hr/> <p><u>MASTER ON-CALL CATEGORY SUMMARY</u></p> <p>TASK ORDER TYPE: _____ TASK ORDER CATEGORY (if applicable): N/A</p> <p>On-Call Contract Expiration Date: M/W/S/D/EBE On-Call Participation Commitment:</p> <table border="0" style="width: 100%;"> <tr> <td>Total of All Task Orders Issued:</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total Task Additions/Deductions (all changes):</td> <td></td> </tr> <tr> <td>This Task Order:</td> <td style="text-align: right;"><u>0</u></td> </tr> <tr> <td>Total of All Task Orders & Changes Issued:</td> <td style="text-align: right;">\$ 0.00</td> </tr> </table> <table border="0" style="width: 100%;"> <tr> <td>Maximum On-Call Category Capacity:</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Remaining On-Call Category Capacity:</td> <td style="text-align: right;">\$ 0.00</td> </tr> </table> <hr/> <p><i>(for category-based contracts)</i></p> <table border="0" style="width: 100%;"> <tr> <td>Maximum On-Call Contract Capacity:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Remaining On-Call Contract Capacity:</td> <td style="text-align: right;">\$</td> </tr> </table>	Total of All Task Orders Issued:	\$0.00	Total Task Additions/Deductions (all changes):		This Task Order:	<u>0</u>	Total of All Task Orders & Changes Issued:	\$ 0.00	Maximum On-Call Category Capacity:	\$0.00	Remaining On-Call Category Capacity:	\$ 0.00	Maximum On-Call Contract Capacity:	\$	Remaining On-Call Contract Capacity:	\$	<table border="0" style="width: 100%;"> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Approved by Deputy City Engineer</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 (PDA)</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 Manager</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">Date</td> </tr> </table>	Approved by Deputy City Engineer	Date	Approved by Director (PDA)	Date	Approved by Using Agency(s) – If Applicable	Date	Approved by Group Manager	Date	Approved by Project Manager	Date	Approved by On-Call Manager	Date
Total of All Task Orders Issued:	\$0.00																												
Total Task Additions/Deductions (all changes):																													
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Maximum On-Call Contract Capacity:	\$																												
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Approved by Deputy City Engineer	Date																												
Approved by Director (PDA)	Date																												
Approved by Using Agency(s) – If Applicable	Date																												
Approved by Group Manager	Date																												
Approved by Project Manager	Date																												
Approved by On-Call Manager	Date																												

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

Distribution: dsbo@denvergov.org, project manager name, contract manager name



On-Call Construction Services Work Order

Project Name:	Master Contact Alfresco/Jaggaer #:
Project Manager:	Contractor/Supplier:
Work Order #:	Supplier #: SC-
Alfresco/Jaggaer # / 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 in the Construction On-Call Proposal Request dated [Click or tap to enter a date.](#), including associated drawings and specifications dated [Click or tap to enter a date.](#), and any subsequent addenda as described in accordance with the attached Contractor's proposal and as described in the summary below 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><u>WORK ORDER 0 SUMMARY</u> Total Work Order Amount (Do Not Exceed): Work Order Duration: Calendar Days from NTP Scope Includes M/W/S/D/EBE Participation: Yes (M/WBE) Liquidated Damages \$ /Day</p> <hr/> <p><u>MASTER ON-CALL CONTRACT SUMMARY</u> On-Call Contract Expiration Date: M/W/S/D/EBE On-Call Participation Commitment: % (Goal Type)</p> <p>Total of All Work Orders Issued: Total Work Additions/Deductions (all changes): This Work Order: \$ 0.00 Total of All Work Orders & Changes Issued: \$ 0.00</p> <p>Maximum On-Call Contract Capacity: Remaining On-Call Contract Capacity: \$ 0.00</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Approved by Deputy City Engineer</td> <td style="padding: 5px; text-align: right;">Date</td> </tr> <tr> <td style="height: 40px;"></td> <td></td> </tr> <tr> <td style="padding: 5px;">Approved by City Attorney – If Applicable</td> <td style="padding: 5px; text-align: right;">Date</td> </tr> <tr> <td style="height: 40px;"></td> <td></td> </tr> <tr> <td style="padding: 5px;">Approved by Director (PDA)</td> <td style="padding: 5px; text-align: right;">Date</td> </tr> <tr> <td style="height: 40px;"></td> <td></td> </tr> <tr> <td style="padding: 5px;">Approved by Using Agency(s) – If Applicable</td> <td style="padding: 5px; text-align: right;">Date</td> </tr> <tr> <td style="height: 40px;"></td> <td></td> </tr> <tr> <td style="padding: 5px;">Approved by Group Manager</td> <td style="padding: 5px; text-align: right;">Date</td> </tr> <tr> <td style="height: 40px;"></td> <td></td> </tr> <tr> <td style="padding: 5px;">Approved by Project Manager</td> <td style="padding: 5px; text-align: right;">Date</td> </tr> <tr> <td style="height: 40px;"></td> <td></td> </tr> <tr> <td style="padding: 5px;">Approved by On-Call Contract Manager</td> <td style="padding: 5px; text-align: right;">Date</td> </tr> </table>	Approved by Deputy City Engineer	Date			Approved by City Attorney – If Applicable	Date			Approved by Director (PDA)	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
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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, dsbo@denvergov.org, PROJECT MGR EMAIL, ON-CALL CONTRACT MGR EMAIL ADDL DISTRIBUTION

In the event the Contractor's proposal includes terms and conditions and/or assumptions and exclusions that contradicts, or are in conflict with, the Master On-Call Agreement, such terms and conditions and/or assumptions and exclusions within the Contractor's proposal shall be void and the Master On-Call Agreement shall prevail.

Exhibit J

Performance and Payment Bond

Bond No. K4202580A/108050919

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

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned **M. A. MORTENSON COMPANY**, a corporation organized and existing under and by virtue of the laws of the State of Minnesota, hereafter referred to as the "Contractor", and **Federal Insurance Company & Travelers Casualty and Surety***, a corporation organized and existing under and by virtue of the laws of the State of Indiana, 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;

*Company of America

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 **202577784 – Red Rocks Integrated Contract**, 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
12 day of March, 2025

M. A. Mortenson Company
Contractor

Attest:

Secretary

Kate A. Golden

By: [Signature]
Lois M. Martin Financial Officer
Federal Insurance Company &
Travelers Casualty and Surety Company of America
Surety

By:

Attorney-In-Fact

[Signature]
Michelle Halter



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





Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Blake S. Bohlig, Justin Burgos, Brian D. Carpenter, Charles Draper, Kelly Nicole Enghausen, Heather R. Goedtel, Erik T. Gunkel, Michelle Halter, Jessica Hoff, Nicole Langer, Craig Olmstead, Haley Pflug, Laurie Pflug and Sara Whitfield** of Bloomington, Minnesota

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 5th day of April 2024.

Rupert HD Swindells, Assistant Secretary

Warren Eichhorn, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 5th day of April, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 12 day of

March 2025.



Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **MICHELLE HALTER** of **BLOOMINGTON** **Minnesota**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 12 day of March, 2021




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



PERFORMANCE AND PAYMENT BOND SURETY AUTHORIZATION LETTER

FAX NUMBER: 720-913-3183
TELEPHONE NUMBER: 720-913-3267

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

RE: M. A. Mortenson Company

Contract No: **202577784**
Project Name: **Red Rocks Integrated Contract**
Contract Amount: **\$50,000.00**
Performance and Payment Bond No.: K4202580A/108050919

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through Willis Towers Watson Midwest, Inc. insurance company, on March 4, 2025.

We hereby authorize the City and County of Denver, the Department of Transportation the 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 don't hesitate to give me a call at 763-302-7160 and/or email michelle.halter@wtwco.com

Thank you.

Sincerely,

Michelle Halter
Senior Client Service Specialist

City and County of Denver Department of Transportation & Infrastructure
201 West Colfax Avenue, Dept 608 | Denver, CO 80202
www.denvergov.org/dpw

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

Exhibit K

Bond Rider

**Exhibit G****CONSTRUCTION BOND CHANGE RIDER****Work Order No.** _____**Contract No.** _____**TO BE ATTACHED TO AND FORM PART OF**_____
PERFORMANCE AND PAYMENT

(TYPE OF BOND)

NO: _____

IN FAVOR OF: _____
CITY AND COUNTY OF DENVER
(OBLIGEE)ON BEHALF OF: _____
(PRINCIPAL)EFFECTIVE: _____
(ORIGINAL EFFECTIVE DATE)

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider,

The Surety, _____, hereby gives is consent to:

- ☐ INCREASE BOND PENALTY ☐ CHANGE THE NAME OF PRINCIPAL
☐ DECREASE BOND PENALTY ☐ CHANGE THE ADDRESS OF THE PRINCIPAL
☐ CHANGE THE EFFECTIVE DATE ☐ CHANGE THE EXPIRATION DATE
☐ OTHER: _____

of the attached bond as described herein:

		NO.	AMOUNT (\$)
R1	WORK ORDERS / CHANGES ASSIGNED TO DATE		
R2	WORK ORDERS / CHANGES COMPLETED TO DATE **		
R3	PREVIOUS CURRENT WORK ORDER TOTAL (R1 – R2)		
R4	AMOUNT OF THIS WORK ORDER		
R5	NEW CURRENT WORK ORDER TOTAL (R3 + R4)		

PROVIDED, however, that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified, and that the liability of the Surety under the attached bond as changed by this rider shall not be cumulative. ** Note that in order for work orders to be considered “completed” and therefore removed from the “current” work order total, the City must have issued a Letter of Final Acceptance for each completed work order.

SIGNED AND SEALED THIS _____ DAY OF _____ 20__.

INSURANCE COMPANY_____
(witness)By: _____
(Attorney-in-Fact) (Seal)**ACCEPTED BY OBLIGEE**_____
(witness)

By: _____

Exhibit L
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/28/2025

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).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com														
INSURED M. A. Mortenson Company 700 Meadow Lane N P.O. Box 710 Minneapolis, MN 55440	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Arch Insurance Company</td> <td style="text-align: center;">11150</td> </tr> <tr> <td>INSURER B: Arch Indemnity Insurance Company</td> <td style="text-align: center;">30830</td> </tr> <tr> <td>INSURER C: Indian Harbor Insurance Company</td> <td style="text-align: center;">36940</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Arch Insurance Company	11150	INSURER B: Arch Indemnity Insurance Company	30830	INSURER C: Indian Harbor Insurance Company	36940	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Arch Insurance Company	11150														
INSURER B: Arch Indemnity Insurance Company	30830														
INSURER C: Indian Harbor Insurance Company	36940														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: W38012645

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
		Y	Y	51PKG8901212	05/01/2024	05/01/2025	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS	Y	Y	51PKG8901212	05/01/2024	05/01/2025	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No	N/A	54WCI8919512	05/01/2024	05/01/2025	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	Professional Liability			CEO742110604	05/01/2024	05/01/2025	Each Claim/Agg Retention \$5,000,000 \$1,000,000

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

Project # 25060003 Project Name: Red Rocks Integrated Construction Services.

CONTRACT NO. 202577784.

As respects to M. A. Mortenson Company operations on the referenced project, City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insureds on a Primary and

CERTIFICATE HOLDER

City and County of Denver
 Attn: Dept of Transportation and Infrastructure
 2829 Howard Pl
 Denver, CO 80204

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 27354626

BATCH: 3853355

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED M. A. Mortenson Company 700 Meadow Lane N P.O. Box 710 Minneapolis, MN 55440	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

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

Non-Contributory basis under the General Liability and Auto Liability policies as required by written contract.

Waiver of Subrogation in favor of City and County of Denver, its elected and appointed officials, employees and volunteers applies to the General Liability, Auto Liability and Workers Compensation policies as required by written contract or agreement and as permitted by law.

Exhibit M

Task and Work Order Notice to Proceed Form(s)



**ON-CALL PROFESSIONAL SERVICES
TASK 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 here to enter text.
 On-Call Contract Expiration Date: Click or tap to enter a date.
 On-Call Contract Name: Click or tap here to enter text.
 Task Order Alfresco/Jaggaer No.: Click or tap here to enter text.
 Task Order No.: Click or tap here to enter text.
 Task Order Name: 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 the terms and conditions of your On-Call Contract with the City and County of Denver, you are hereby authorized and directed to proceed with the work described in the Task Order referenced above on: Click or tap to enter a date..

The established period of performance for this Task 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..

The not to exceed amount for this task order, including all costs, fees, and expenses is: \$Click or tap here to enter text.

The Project Manager for this task order is: Click or tap here to enter text.

Please contact the Project Manager with any questions regarding the above referenced Task Order. When invoicing for the provided services, all numbers referenced above must be shown on the invoice. Please send your invoices electronically to the attention of the Project Manager. The invoice will then be checked for completeness and processing in accordance with City Policies.

Please note, when submitting invoices to the Project Manager please copy Choose an item.

Sincerely,

Deputy City Engineer

Distribution: DSBO, Prevailing Wage, DOTI Contracts,

Reviewed by: On-Call Contract Manager _____ Project Manager _____ Supervisor _____ Division Director _____



**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 here to enter text.
 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.
 Work Order Name: 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.

Please note, when submitting invoices to the Project Manager please copy Choose an item.

Sincerely,

Deputy City Engineer

Distribution: DSBO, Prevailing Wage, DOTI Contracts,

Reviewed by: On-Call Contract Manager _____ Project Manager _____ Supervisor _____

Group Manager _____ Division Director _____

Exhibit N

Task and Work Order Change Form(s)



On-Call Professional Services Task Order Change Request

Project Name:	Master Contract Alfresco/Jaggaer #:
Project Manager:	Consultant/Supplier:
Task Order #:	Supplier #: SC-
Alfresco/Jaggaer # / Workday PO: / PO-	Supplier ID:
Workday Project ID(s): PRJ-	% Complete Invoicing Allowed: No

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

Add Scope

<p><u>TASK ORDER 0, CHANGE REQUEST 0 SUMMARY</u></p> <p>Original Task Order: \$0.00</p> <p>Original Task Order Duration: Calendar Days</p> <p>Original Task Order Completion Date:</p> <p>Scope Includes M/W/S/D/EBE Participation: No</p> <p>Previous Task Order Additions/Deductions: \$0.00</p> <p>This Task Order Change (+/-):</p> <p>New Task Order Total (Do Not Exceed): \$ 0.00</p> <p>Adjust the Task Order Completion By: Calendar Days</p> <p>New Task Order Completion Date:</p> <p>TASK ORDER CATEGORY (if applicable):</p> <p>Category Task Order Amount:</p> <p>Remaining Category Task Order Amount:</p> <p>MWBE On-Call Participation Commitment:</p> <hr/> <p><u>MASTER ON-CALL CONTRACT SUMMARY</u></p> <p>On-Call Contract Expiration Date:</p> <p>M/W/S/D/EBE On-Call Participation Commitment: 0</p> <p>Total of All Task Orders Issued:</p> <p>Total Task Additions/Deductions (All Changes):</p> <p>This Task Order Change: \$ 0.00</p> <p>Total of All Task Orders and Changes Issued: \$ 0.00</p> <p>Maximum On-Call Contract Capacity:</p> <p>Remaining On-Call Contract Capacity: \$ 0.00</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="height: 60px; vertical-align: bottom;">Approved by Deputy City Engineer</td> <td style="width: 100px; vertical-align: bottom;">Date</td> </tr> <tr> <td style="height: 60px; vertical-align: bottom;">Approved by Director (PDA)</td> <td style="width: 100px; vertical-align: bottom;">Date</td> </tr> <tr> <td style="height: 60px; vertical-align: bottom;">Approved by Using Agency(s) – If Applicable</td> <td style="width: 100px; vertical-align: bottom;">Date</td> </tr> <tr> <td style="height: 60px; vertical-align: bottom;">Approved by Group Manager</td> <td style="width: 100px; vertical-align: bottom;">Date</td> </tr> <tr> <td style="height: 60px; vertical-align: bottom;">Approved by Project Manager</td> <td style="width: 100px; vertical-align: bottom;">Date</td> </tr> <tr> <td style="height: 60px; vertical-align: bottom;">Approved by On-Call Manager</td> <td style="width: 100px; vertical-align: bottom;">Date</td> </tr> </table>	Approved by Deputy City Engineer	Date	Approved by Director (PDA)	Date	Approved by Using Agency(s) – If Applicable	Date	Approved by Group Manager	Date	Approved by Project Manager	Date	Approved by On-Call Manager	Date
Approved by Deputy City Engineer	Date												
Approved by Director (PDA)	Date												
Approved by Using Agency(s) – If Applicable	Date												
Approved by Group Manager	Date												
Approved by Project Manager	Date												
Approved by On-Call Manager	Date												

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

Distribution: dsbo@denvergov.org, project manager name@denvergov.org, on-call contract manager name@denvergov.org

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

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.

<u>WORK ORDER 0, CHANGE REQUEST 0 SUMMARY</u>	
Original Work Order:	
Original Work Order Duration:	Calendar Days
Original Work Order Completion Date:	
Scope Includes M/W/S/D/EBE Participation: Yes (M/WBE)	
Previous Work Order Additions/Deductions:	
This Work Order Change (+/-):	_____
New Work Order Total (Do Not Exceed):	\$ 0.00
Adjust the Work Order Completion By:	Calendar Days
New Work Order Completion Date:	
MASTER ON-CALL CONTRACT SUMMARY	
On-Call Contract Expiration Date:	
M/W/S/D/EBE On-Call Participation Commitment:	
Total of All Work Orders Issued:	
Total Work Additions/Deductions (All Changes):	
This Work Order Change:	\$ 0.00
Total of All Work Orders and Changes Issued:	\$ 0.00
Maximum On-Call Contract Capacity:	
Remaining On-Call Contract Capacity:	\$ 0.00

Approved by Deputy City Engineer	Date
Approved by Director (PDA)	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

1/2023 (rev.1)

Exhibit O

Work Order Substantial Completion Notice Form



**ON-CALL CONSTRUCTION WORK ORDER
CERTIFICATE OF SUBSTANTIAL COMPLETION**

Click or tap to enter a date.

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 here to enter text.
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.
Work Order Name: Click or tap here to enter text.

Dear Click or tap here to enter text.

Your Notification of Substantial Completion for the above referenced project was received on: Click or tap to enter a date..

The project was inspected on: Click or tap to enter a date. and determined to be substantially complete in accordance with General Contract Condition 1903 of the Standard Specifications for Construction, General Contract Conditions 2011 Edition. In accordance with General Contract Condition 1903, attached is the punch list of items to be repaired or replaced and an assignment of the responsibilities for security, maintenance, property insurance premiums, and damage to the work until Final Acceptance is issued by the City.

The Date of this Certificate of Substantial Completion has been established as of: Click or tap here to enter text.

The time period to complete the punch list work is ____ calendar days from this date. **OR** There is no punch list for this project.
(DELETE ONE)

Sincerely,

Deputy City Engineer

Contractor

Click or tap here to enter text.

Distribution: DSBO, Prevailing Wage, DOTI Contracts, PRO,

Prepared by: Project Manager _____

Reviewed by: Supervisor _____ Group Manager _____ Division Director _____

Exhibit P

Work Order Final Acceptance Notice Form



**ON-CALL CONSTRUCTION
WORK ORDER LETTER OF FINAL ACCEPTANCE**

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 here to enter text.
 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 Contract No.: Click or tap here to enter text.
 Work Order No.: Click or tap here to enter text.
 Work Order Name: Click or tap here to enter text.

Dear Click or tap here to enter text.

Please be advised that final inspection of the work on the project referenced above was conducted on: Click or tap to enter a date..

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 Choose an item.

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,

Deputy City Engineer

Distribution: DSBO, Prevailing Wage, DOTI Contracts, PRO,

Prepared by: Project Manager _____

Reviewed by: Supervisor _____ Group Manager _____ Division Director _____

Exhibit Q

Certificate of Contract Release



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.

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

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

Exhibit R

Final/Partial Release and Certificate of Payment Form

**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: _____

Exhibit S

Contractor's Certification of Payment Form



Instructions for Completing the Contractor/Consultant Certification of Payment Form

Office of Economic Development
Division of Small Business Opportunity
Compliance Unit
201 W. Colfax Ave., Dept. 907
Denver, CO 80202
Phone: 720-913-1999
Fax: 720-913-1803
dsbo@denvergov.org

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

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

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

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

Contractor/Subcontractor or Subconsultant/Supplier Name: In the space provided, list all subcontractors/subconsultants and suppliers used on the project. For all M/W/S/E/DBEs use the exact name listed in the DSBO Directory.

M/W/S/E/DBE/NON: For each name listed, indicate whether the entity is a certified M/W/S/E/DBE.

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

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

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

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

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

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

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

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

Exhibit T

Rules and Regulations Regarding Equal Opportunity

RULES AND REGULATIONS

REGARDING

EQUAL EMPLOYMENT OPPORTUNITY

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

RULE I - DEFINITIONS

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

RULE II - NOTICE OF HEARING

When results of conciliation efforts are unsatisfactory to the Manager and he is informed in accordance with Article III, Division 2 of Chapter 28 of the Revised Municipal code that a contractor or subcontractor has apparently failed to meet affirmative action and equal employment opportunity requirements after a reasonable period of notice to correct deficiencies, the Manager will, prior to imposition of any sanctions, afford the general contractor a hearing in order to determine whether the contractor or his subcontractors have failed to comply with the affirmative action and equal employment opportunity requirements of Article III, Division 2 of Chapter 28 of the Revised Municipal Code

or of the contract. Written notice of such hearing shall be delivered personally or sent by certified mail, return receipt requested, to the contractor and to any subcontractor involved, at least ten (10) days prior to the date scheduled for the hearing.

RULE III - *HEARING*

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

REGULATIONS

REGULATION NO. 1 - ORDINANCE:

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

REGULATION NO. 2 - EXEMPTIONS:

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

REGULATION NO. 3 - DIRECTOR OF CONTRACT COMPLIANCE:

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

REGULATION NO. 4 - GOALS AND TIMETABLES:

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

REGULATION NO. 5 - AWARD OF CONTRACTS:

It shall be the responsibility of the Director of the Division of Small Business Opportunity to determine the affirmative action capability of bidders, contractors and subcontractors and to recommend to the Manager the award of contracts to those bidders, contractors and subcontractors and suppliers who demonstrate the ability and willingness to comply with the terms of their contract.

REGULATION NO. 6 - PUBLICATION AND DUPLICATION:

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

REGULATION NO. 7 - NOTICE TO PROCEED:

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

REGULATION NO. 8 - CONTRACTS WITH SUBCONTRACTORS:

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

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

REGULATION NO. 9 - AGENCY REFERRALS:

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

REGULATION NO. 10 - CLAUSES:

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

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

All amendments to the appendices shall be included by reference.

REGULATION NO. 11 - SHOW CAUSE NOTICES:

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

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

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

of Denver, shall be inserted verbatim as bidding specifications for every non-exempt contract using City funds.

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

APPENDIX A

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

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

The applicant further agrees to be bound by the above equal opportunity clauses with respect to its own employment practices when it participates in City contracts. The Contractor agrees to assist and cooperate actively with the Manager and the Director in obtaining compliance of subcontractors and suppliers with the equal opportunity clause and the rules, regulations and relevant orders of the Manager, and will furnish the Manager and the Director such information as they may require for the supervision of compliance, and will otherwise assist the Manager and Director in the discharge of the City's primary responsibility for securing compliance. The Contractor further agrees to refrain from entering into any contract or contract modification subject to Article III, Division 2 of Chapter 28 of the Revised Municipal Code with a contractor debarred from, or who has not demonstrated eligibility for, City contracts.

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

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

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

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

APPENDIX F

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

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

NOTICE

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

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

/s/_____

Executive Director of Transportation and
Infrastructure
City and County of Denver

A. REQUIREMENTS - AN AFFIRMATIVE ACTION PLAN:

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

1. GOALS AND TIMETABLES:

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

GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE	GOALS FOR FEMALE PARTICIPATION FOR EACH TRADE
From January 1, 1982 to Until Further Notice	From January 1, 1982 to Until Further Notice
21.7% - 23.5%	6.9%

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

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

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

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

2. SPECIFIC AFFIRMATIVE ACTION STEPS:

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

- a. The Contractor should have notified minority and female organizations when employment opportunities were available and should have maintained records of the organization's response.

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

NOTE:

The Director and the Division of Small Business Opportunity will provide technical assistance on questions pertaining to minority and female recruitment sources, minority and female community organizations, and minority and female news media upon receipt of a request for assistance from a contractor.

3. NON - DISCRIMINATION:

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

4. COMPLIANCE AND ENFORCEMENT:

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

B. CONTRACTORS SUBJECT TO THESE BID CONDITIONS:

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

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

C. OBLIGATIONS APPLICABLE TO CONTRACTORS:

It shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority or female employees. Discrimination in referral for employment, even if pursuant to provisions of a collective bargaining agreement, is prohibited by the National Labor Relations Act, as amended, Title VI of the Civil Rights Act of 1964, as amended, and Article III, Division 2 of Chapter 28 of the Revised Municipal Code. It is the policy of the Department of Transportation and Infrastructure that contractors have a responsibility to provide equal employment opportunity, if they wish to participate in City and County of Denver contracts. To the extent they have delegated the responsibility for some of their employment practices to a labor organization and, as a result, are prevented from meeting their obligations pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code, such Contractors cannot be considered to be in compliance with Article III, Division 2, Chapter 28 of the Revised Municipal Code, or its implementing rules and regulations.

D. GENERAL REQUIREMENTS:

Contractors are responsible for informing their subcontractors in writing regardless of tier, as to their respective obligations. Whenever a Contractor subcontracts a portion of work in any trade covered by these

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

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

Exhibit U
Prevailing Wage Rates

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City and County of Denver



TIMOTHY M. O'BRIEN, CPA
AUDITOR

201 West Colfax Avenue, #705 • Denver, Colorado 80202
(720) 913-5000 • Fax (720) 913-5253 • denvergov.org/auditor

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: July 18, 2024
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, **Wednesday, July 17, 2024**, 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. CO20240020
Superseded General Decision No. CO20230020
Modification No. 4
Publication Date: 7/17/2024
(9 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.

In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under \$18.29 to comply with the city's minimum wage.

"General Decision Number: CO20240020 07/05/2024

Superseded General Decision Number: CO20230020

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at
after January 30, 2022:	least \$18.29 per hour (or
	the applicable wage rate
	listed on this wage

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	02/23/2024
2	05/17/2024
3	05/31/2024
4	07/05/2024

* ASBE0028-002 07/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 34.98	16.47

CARP0055-002 05/01/2024

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 35.10	13.41

* CARP1607-001 06/01/2024

	Rates	Fringes
MILLWRIGHT.....	\$ 42.50	17.93

* ELEC0068-012 06/01/2024

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 44.95	19.08

 ELEV0025-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 54.20	37.89

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 05/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
141 tons and over.....	\$ 38.63	14.25
50 tons and under.....	\$ 34.77	14.25
51 to 90 tons.....	\$ 35.07	14.25
91 to 140 tons.....	\$ 36.27	14.25

 IRON0024-009 11/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL/ORNAMENTAL..	\$37.23	12.79

IRON00847- 7/01/2023

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 55.25	3.65

PAIN0079-006 08/01/2022

	Rates	Fringes
PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping)	\$ 25.11	10.95

PAIN0079-007 08/01/2022

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 25.81	10.95

PAIN0419-001 06/01/2022

	Rates	Fringes
SOFT FLOOR LAYER (Vinyl and Carpet)	\$ 18.29	14.33

PAIN0930-002 07/01/2023

	Rates	Fringes
GLAZIER.....	\$ 33.51	12.65

* PLUM0003-009 06/01/2024

	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation)	\$ 45.43	20.15

* PLUM0208-008 06/01/2024

	Rates	Fringes
PIPEFITTER (Includes HVAC		

Pipe and Unit Installation;
 Excludes HVAC Duct
 Installation).....\$ 44.15 22.43

SFCO0669-002 04/01/2024

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 45.44	26.98

* SHEE0009-004 07/01/2024

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 39.47	21.83

* SUCO2013-006 07/31/2015

	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 22.40	4.85
CARPENTER (Metal Stud Installation Only).....	\$ 18.29	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation.....	\$ 21.09	6.31
CEMENT MASON/CONCRETE FINISHER...	\$ 20.09	7.03
LABORER: Common or General.....	\$ 18.29 **	5.22

LABORER: Mason Tender - Brick...\$ 18.29 ** 0.00

LABORER: Mason Tender -
Cement/Concrete.....\$ 18.29 ** 0.00

LABORER: Pipelayer.....\$ 18.29 ** 3.68

OPERATOR:
Backhoe/Excavator/Trackhoe.....\$ 20.78 5.78

OPERATOR: Bobcat/Skid
Steer/Skid Loader.....\$ 19.10 3.89

OPERATOR: Grader/Blade.....\$ 21.50 0.00

ROOFER.....\$ 18.29 ** 0.00

TRUCK DRIVER: Dump Truck.....\$ 18.97 0.00

WATERPROOFER.....\$ 18.29 ** 0.00

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

**Administrator Supplemental Rates
(Specific to the Denver projects)
Revision Date: 01-01-2024**

Classification		Base	Fringe
Boilermaker		\$30.97	\$21.45
Laborer: Concrete Saw		\$18.29	-
Paper Hanger		\$20.15	\$6.91
Plasterer		\$24.60	\$12.11
Plaster Tender		\$18.29	-
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
Truck Driver	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11
Waterproofer		\$18.29	\$0.00

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



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AUDITOR

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City and County of Denver

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: July 18, 2024
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, **Wednesday, July 17, 2024**, and applies to the City and County of Denver for **HIGHWAY 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. CO 20240009
Superseded General Decision No. CO 20230009
Modification No. 2
Publication Date: 7/17/2024
(9 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.

In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under \$18.29 to comply with the city's minimum wage. Contractors will also have to comply with the established Minimum Wage of \$18.29 for all apprentice classifications as base rate. Fringes will be added in to the base rate amount.

"General Decision Number: CO20240009 07/05/2024

Superseded General Decision Number: CO20230009

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at
after January 30, 2022:	least \$18.29 per hour
(or	
	the applicable wage rate
	listed on this wage
	determination, if it is

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	05/31/2024
2	07/05/2024

* CARP9901-008 05/01/2024

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 33.11	12.17

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.

ENGI0009-008 05/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
(3)-Hydraulic Backhoe		
(Wheel Mounted, under 3/4		
yds), Hydraulic Backhoe		
(Backhoe/Loader		

combination), Drill Rig Caisson (smaller than Watson 2500 and similar), Loader (up to and including 6 cu. yd.).....\$ 33.14	14.20
(3)-Loader (under 6 cu. yd.) Denver County.....\$ 33.14	14.20
(3)-Motor Grader (blade- rough) Douglas County.....\$ 33.19	14.20
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....\$ 33.83	14.20
(4)-Loader (over 6 cu. yd) Denver County.....\$ 33.30	14.20
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....\$ 33.48	14.20
(5)-Motor Grader (blade- finish) Douglas County.....\$ 33.65	14.20
(6)-Crane (91-140 tons).....\$ 35.28	14.20

* 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 Signal Installation).....	\$ 35.13	6.83
FENCE ERECTOR (Excludes Link/Cyclone Fence Erection).....	\$ 18.42 **	3.20
GUARDRAIL INSTALLER.....	\$ 18.29 **	3.20

HIGHWAY/PARKING LOT

STRIPING:Painter

Denver.....	\$ 18.29	**	3.21
Douglas.....	\$ 19.56	**	3.21

IRONWORKER, REINFORCING

(Excludes Guardrail

Installation).....	\$ 55.25	**	3.65
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IRONWORKER, STRUCTURAL/ORNAMENTAL

(Includes Link/Cyclone Fence

Erection, Excludes Guardrail

Installation).....	\$ 37.23	**	12.79
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LABORER

Asphalt Raker.....	\$ 16.29	**	4.25
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Asphalt Shoveler.....	\$ 21.21		4.25
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Asphalt Spreader.....	\$ 18.58		4.65
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Common or General

Denver.....	\$ 18.78	**	6.77
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Douglas.....	\$ 18.28	**	4.25
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Concrete Saw (Hand Held)....	\$ 18.29	**	6.14
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Landscape and Irrigation....	\$ 18.29	**	3.16
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Mason Tender-

Cement/Concrete

Denver.....	\$ 18.29	**	4.04
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Douglas.....	\$ 18.96	**	4.25
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Pipelayer

Denver.....	\$ 18.29	**	2.41
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Douglas.....	\$ 18.96	**	2.18
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Traffic Control (Flagger)...	\$ 18.29	**	3.05
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Traffic Control (Sets

Up/Moves Barrels, Cones,

Install Signs, Arrow

Boards and Place

Stationary Flags) (Excludes

Flaggers).....	\$ 21.17	**	3.22
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PAINTER (Spray Only).....	\$ 18.29	**	2.87
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POWER EQUIPMENT OPERATOR:

Asphalt Laydown

Denver.....	\$ 22.67		8.72
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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.....	\$ 18.29 **	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.....	\$ 18.29 **	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 Grade Compaction)		
Denver.....	\$ 20.30	5.51
Douglas.....	\$ 22.78	4.86
Rotomill.....	\$ 18.29 **	4.41
Screed		
Denver.....	\$ 22.67	8.38
Douglas.....	\$ 29.99	1.40
Tractor.....	\$ 18.29 **	2.95

TRAFFIC SIGNALIZATION:
Groundsman

Denver.....	\$ 18.29	3.41
Douglas.....	\$ 18.67	7.17

TRUCK DRIVER

Distributor

Denver.....	\$ 19.12	5.82
Douglas.....	\$ 18.29 **	5.27

Dump Truck

Denver.....	\$ 18.29 **	5.27
Douglas.....	\$ 19.41 **	5.27

Lowboy Truck.....	\$ 18.29	5.27
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Mechanic.....	\$ 26.48	3.50
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Multi-Purpose Specialty &
Hoisting Truck

Denver.....	\$ 18.29	3.17
Douglas.....	\$ 20.85	2.88

Pickup and Pilot Car

Denver.....	\$ 18.29 **	3.77
Douglas.....	\$ 20.48 **	3.68

Semi/Trailer Truck.....	\$ 18.39	4.13
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Truck Mounted Attenuator....	\$ 18.29 **	3.22
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Water Truck

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

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

**Administrator Supplemental Rates
(Specific to the Denver projects)
Revision Date: 01-01-2024**

Classification		Base	Fringe
Guard Rail Installer		\$18.29	\$3.20
Highway Parking Lot Striping: Painter		\$18.29	\$3.21
Laborer	Removal of Asbestos	\$21.03	\$8.55
Laborer (Landscape & Irrigation)		\$18.29	\$3.16
Laborer: Traffic Control (Flagger)		\$18.29	\$3.05
Laborer: Stationary Flags (excludes Flaggers)		\$18.29	\$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 (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
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 Attenuator		\$18.29	\$3.22

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