

## AMENDATORY AGREEMENT

**THIS AMENDATORY AGREEMENT**, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **SPECTRUM GENERAL CONTRACTORS, INC.**, a Colorado corporation, with an address of 5135 East 38<sup>th</sup> Avenue, Denver, Colorado 80207 (the "Contractor").

### WITNESSETH

**WHEREAS**, the City selected the Contractor, through a competitive selection process, to design, construct, install, and deliver improvements to Civic Center; and

**WHEREAS**, the City and the Contractor entered into a Contract dated December 29, 2009, to complete this work utilizing a Design/Build approach (the "Agreement"); and

**WHEREAS**, as a consequence of time limitations the Contractor and the City wish to amend the Agreement to complete additional improvements to Civic Center using a Guaranteed Maximum Price construction manager/general contractor ("CM/GC") approach for additional work to the Broadway Terrace in Civic Center Park.

**WHEREAS**, the City and the Contractor do not intend to alter the terms under which the original improvements to Civic Center were completed.

**NOW THEREFORE**, in consideration of the premises, and the mutual covenants and obligations herein contained, the parties agree as follows:

1. Section 7.1 of the Agreement is hereby amended to read in its entirety as follows:

**"7.1 Term.** The Agreement will commence on January 1, 2010 and will expire on May 1, 2011 (the "Term"). Subject to the Manager's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Manager. No work will start until the City issues a written notice to proceed."

2. Section 10 of the Agreement is hereby amended to read in its entirety as follows:

**"10. COMPENSATION FOR PHASE 1 WORK**

**10.1 Phase 1 - Greek Theater, Voorhies Memorial, Balustrade Wall**

**10.1.1 Phase 1 Work:** Phase 1 Work includes all work, services, and materials that Contractor has provided, or is required to provide pursuant to the Agreement dated December 29, 2009 as it existed prior to this Amendatory Agreement relating to the renovation and restoration of the Greek

Theater, Voorhies Memorial and Balustrade Wall in Civic Center Park (the "Phase 1 Work").

**10.1.2 Compensation:** In accordance with the terms of this Contract, the amount to be paid by the City to the Contractor for completion of all Phase 1 Work shall be the Fixed Contract Price of **Five Million Two Hundred Thirty Thousand, Two Hundred Seventy-Eight and no/100 Dollars (\$5,230,278.00)**. The Contractor guarantees and warrants that the Phase 1 Work will be completed for the Fixed Contract Price and waives any pending or future claims for compensation arising out of Phase 1 Work that would result in Contractor's total compensation for Phase 1 Work exceeding the Fixed Contract Price."

3. A new paragraph 13 is added to the Agreement as follows:

**"13. Phase 2 – Broadway Terrace Work**

**13.1 Broadway Terrace Work:** The Broadway Terrace Work consists of all labor, materials and equipment including but not limited to mobilization, site demolition, earthwork, site utilities, site trade packages, hoisting and general conditions, necessary to complete the renovation and rehabilitation of the Broadway Terrace described in the Broadway Terrace Scope of Work attached as *Exhibit A-1*, the Construction Drawings listed in attached *Exhibit E-1*, and the 100% Construction Drawings ultimately developed (the "Broadway Terrace Work")."

**13.2 Compensation:** The Contractor acknowledges and accepts that there are limited funds available to complete the Broadway Terrace Work. The budget to complete the Broadway Terrace Work (the "Broadway Terrace Budget") is **Two Million Eight Hundred Sixty-Six Thousand Three Hundred Thirty-Eight and No/100 Dollars (\$2,866,338.00)**. The Contractor further acknowledges and accepts that the Broadway Terrace Work must be completed within the Broadway Terrace Budget. As part of this acknowledgment and acceptance, the Contractor shall at all times cooperate fully with the City and the designers including PBS&J and Mundus Bishop Design, Inc. (the "Design Consultants" for the Broadway Terrace Work) to develop the Broadway Terrace Work and its various components for construction and ultimately construct the Broadway Terrace Work so as not to exceed the limited funds available in the Broadway Terrace Budget.

**13.2.1** The parties have established a GMP for the Broadway Terrace Work set forth in the Contractor's Basis of the GMP Work Proposal (the "GMP Proposal") (a copy of which is marked as *Exhibit I-1* and incorporated herein by this reference). The GMP Proposal includes all Work necessary to satisfactorily complete the Work. If accepted by the City, the GMP Work may also include a self performed work component generally described in *Exhibit C-1*.

13.2.2 The Contractor acknowledges and accepts that the Contractor has no right, expectation or entitlement to receive compensation or to perform work beyond or in addition to the compensation specifically provided for by the terms of this Construction Contract in connection with the GMP Proposal.

13.2.3 In preparing and submitting its GMP Proposal, the Contractor understands, confirms and agrees that its responsibility under the approach chosen for the Broadway Terrace Work is to construct the Broadway Terrace Project in accordance with the Contract Documents. It is further understood and accepted that because the GMP will be based, in part, on incomplete design documents, the Contractor shall exercise reasonable care and its best diligence, efforts and judgment to determine the intent of the most recent Project design documents, has or will have carefully considered this intent, both express and inferable, in calculating the GMP and has or will have based all of its GMP calculations on the Scope of Work, program and standards of workmanship, and quality of construction, equipment, materials and finishes that can be inferred from the most recent design documents and any documented Project expectations and/or requirements provided to the Contractor. Contractor further assumes that the 100% drawing and specifications will contain requirements consistent with *Exhibit I-1*.

13.2.4 Subject to any allowed contingency, the Contractor further acknowledges and agrees that the GMP fully accounts for any risks associated with failing to consider the design intent reasonably inferable from the Contract Documents. The Contractor has documented in the Basis of the GMP Proposal and provided, or will provide to the City, any and all clarifications regarding the design intent, including the intended level of quality of the Project. No GMP increase or extension of the Contract Time will be allowed to account for any assumption, exclusion and clarification the Contractor failed to document or for any other items of Work covered by the Contract Documents that the Contractor failed to account for in its GMP.

13.3 **Allowances:** The allowances set forth in the GMP Proposal have been accepted by the Project Manager. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ any persons or entities against which the Contractor may make reasonable objection. The Contractor may also supply allowances for those items the Contractor and the Project Manager mutually determine require an allowance. City must approve in advance and in writing expenditures from the allowances. *Exhibit I-1* (GMP Proposal) sets forth all allowances applicable to the Work. Unless otherwise provided for in the Contract Documents:

13.3.1 Materials and equipment under an allowance shall be selected promptly by the City to avoid delay in the Work;

**13.3.2** Allowances shall cover the cost to the Contractor of materials and equipment delivered at the Project site and all required taxes, less applicable trade discounts;

**13.3.3** Contractor's costs for unloading and handling at the Project site, labor, installation costs, and other expenses contemplated for the stated allowance amounts are included in the allowances. However, Contractor's home office overhead and profit for all allowance items are included in the Contractor's Fee and are not in the allowance; and

**13.3.4** Whenever costs are more than or less than the allowances, the GMP shall be adjusted accordingly by change order. The amount of the change order shall reflect the difference between actual costs and the allowances. If actual costs exceed allowances, the change order shall include Fee on the difference in accordance with allowable Contractor Fee under the Construction Contract.

#### **13.4 Contingency:**

**13.4.1 Construction Contingency Amount.** The GMP will include an owner-controlled construction contingency in an amount equal to a lump sum of **One Hundred Twenty-Six Thousand, Three Hundred Sixty-One and No/100 Dollars (\$126,361.00)** ("GMP Contingency") for the entire scope of the GMP Work.

**13.4.2 Contingency Accounting.** The GMP Proposals are not a line item GMP. During the course of the Work, some GMP line items may exceed the estimated amounts and others may under run the estimated amounts shown in the GMP Proposal without impacting the overall GMP. The Contractor may charge to the line item, offset by the GMP Contingency, any costs which are properly reimbursable as Cost of the Work, but not the basis for a Change Order. These costs may include costs generated from clarification of the Contract Documents and costs for code changes or code upgrades required by governmental agencies which are not otherwise the basis for a change order. The Contingency shall be increased to the extent that there are underruns in budget items included in the GMP. The Contractor shall notify the Project Manager, in writing, of each such charge to or credit of the contingency prior to taking such action and shall provide a monthly reconciliation of contingency credits and expenditures in a format acceptable to the Project Manager, for review and approval. The GMP Contingency shall be used for a bid reserve to absorb differences between estimates and actual prices received, or other unknown or unforeseen factors which adversely affect costs. The GMP Contingency is not to be construed as a reserve to offset changes in the Work from Specification or Drawings, although it may be used for this purpose with the mutual agreement of the Owner and the Contractor.

**13.4.3 Contingency Management.** The Contractor acknowledges that, subject to available funding, it is the desire of the City to incorporate as many additional Work items into the Work as reasonable or otherwise increase the Work to be performed by the Contractor to enhance the Project. The Contractor agrees to accept a mutually agreeable reduction of the contingency whenever the City and the Contractor reasonably agree that the Project risk is substantially decreased and such agreement shall not be unreasonably withheld.

**13.4.4 GMP Scope of Work.** The Contractor shall perform all Construction Phase Services, including the Work, as set forth in the GMP Proposal, which will be attached as *Exhibit I-1*.

### **13.5 COMPENSATION**

**13.5.1 Cost of the Work:** The term Cost of the Work shall consist of costs necessarily incurred in the proper performance of the Work for the Project as delineated below which shall be paid by the City to the Contractor. Cost of the Work shall not include any Fee of the Contractor. Any allowable mark-up by the Contractor is included in the Contractor's Fee. Cost of the Work shall consist of the following Contractor incurred items set forth below:

**13.5.1.1** Cost of wages paid for labor in the performance of the Work at the site or with the City's agreement at offsite workshops, which shall as a minimum be in accordance with the prevailing wage rates established by the City and County of Denver for construction projects, as set out in DRMC Section 20-76, and in effect at the time that the GMP is established. In the event the prevailing wage rates are increased in accordance with DRMC Section 20-76, on the anniversary date of this Construction Contract, these increases shall also be included as a cost of the work. Costs paid or incurred by the Contractor shall include actual wages for the Contractor's own personnel (including overtime premiums as applicable), taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and for personnel not covered by such agreements, customary benefits and the Contractor's company policy such as sick leave, individual and dependent medical and health benefits, disability insurance, holidays, craft training fund, vacation, pension, and, as applicable, 401K contributions. The City and the Contractor agree that the wages and burden for the personnel referenced in this paragraph and paragraphs 10.2.9.1.17 and 10.2.9.1.18 shall be charged as a Cost of the Work at not less than the stipulated fixed rates set forth on Prevailing Wage Rate Schedule, attached as *Exhibit F*, or as appropriate charges at the stipulated fixed rates set forth on the Billing Rates for Salaried Personnel attached as *Exhibit P*.

**13.5.1.2** Cost of contributions, assessments or taxes for such items as unemployment compensation and social security, insofar as such

cost is based on wages, salaries or other remuneration paid pursuant to Section 10.2.9.1.1.

**13.5.1.3** Cost of mock-ups and testing, as may be previously approved by the Project Manager.

**13.5.1.4** Cost of all materials, supplies and equipment incorporated in the Work, including costs of transportation thereof.

**13.5.1.5** Payments properly made by the Contractor to Subcontractors and Suppliers under Project subcontracts for performance of portions of the Work, including insurance required by this Contract and bond premiums incurred.

**13.5.1.6** Payments actually made for architects, engineers and other consultants providing services to the Contractor reasonably required to perform the work, unless such services are to be provided to the Owner by the Design Consultant or other City-Retained Consultants (as defined in the Design Consultant's Agreement for Professional Design Services).

**13.5.1.7** Cost, including transportation, inspection, handling, storage and maintenance, of all temporary facilities and all materials, supplies, equipment and hand tools not owned by the workmen that are consumed in the performance of the Work on the Project. The Contractor shall negotiate with the City the salvage value of all items purchased and used on the Project but not consumed, damaged, lost or stolen at the completion of the work, crediting any proceeds against the Cost of the Work. If the Contractor and the City cannot agree on the salvage value of the above items then said items shall remain the property of the City and the Contractor shall give no credit to the Cost of the Work. The Contractor may institute a voluntary recycling program.

**13.5.1.8** Actual rental charges of all necessary machinery and equipment, exclusive of hand tools, used at the Site, whether rented from the Contractor (at rental rates approved by City and specified on *Exhibit O*) or others, including equipment owned by the Contractor that is assigned to salaried staff and charged to the Project and costs of fuel, oil, insurance, maintenance and minor repairs and replacements, transportation, installation, dismantling and removal thereof. The City and the Contractor agree that the rates for the rented equipment shall be charged as a Cost of Work at the stipulated fixed rates set forth on the Equipment Rental Rate Schedule, attached as *Exhibit O*.

**13.5.1.9** The cost of the premiums for all bonds and Builder's Risk insurance that the Contractor is required to procure by this Construction Contract. The costs of the premiums for all other insurance that the Contractor is required to procure by this Construction Contract or that are deemed necessary by the Contractor with the City's written approval shall be charges as a

Cost of the Work, and all deductibles that are attributable to this Construction Contract, including equipment insurance deductibles.

**13.5.1.10** Applicable sales, use or similar taxes related to the direct performance of the Work and for which the Contractor is liable, imposed by any governmental authority.

**13.5.1.11** Permits, fees, licenses, costs of all tests, commissioning costs, inspections and approvals, as may be required by the Contract Documents or applicable laws, ordinances or public authority for the performance of the work (except for inspection and testing performed by the City, at its cost).

**13.5.1.12** Actual costs of reproduction; telegrams, facsimile transmissions, long distance telephone calls, telephone service at the Site, postage and express delivery charges, and reasonable petty cash expenses of the site office in connection with the Work.

**13.5.1.13** Cost of removal of all debris from the Site.

**13.5.1.14** Costs for temporary and permanent power, lighting, heat, chilled drinking water, sewer and water services as required to complete the Work at the Site, and costs for snow removal as required.

**13.5.1.15** Cost incurred by the Contractor in repairing or correcting defective, damaged or nonconforming work, provided that such defective, damaged or nonconforming work was beyond the control of the Contractor, Subcontractors, or Suppliers, or caused by the ordinary mistakes or inadvertence, and not the negligence of the Contractor's or any Subcontractor's or Supplier's supervisory personnel. If the costs associated with such defective, damaged or nonconforming work are recoverable from insurance or Subcontractors or Suppliers, the Contractor shall exercise its best efforts to obtain recovery from the appropriate source and credit the Cost of the Work if recovery is obtained.

**13.5.1.16** Costs incurred due to any emergency affecting the safety of persons and property and related to the Work unless otherwise covered by insurance or reimbursable from a Subcontractor or Supplier, or unless such costs are due to the fault or negligence of the Contractor or a Subcontractor or Supplier of any tier.

**13.5.1.17** Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site, and when stationed off-site and working on the Project in accordance with the staffing and salary schedule set forth in *Exhibit P*, including vacation time, in accordance with the Contractor's company policy, accrued and taken during the performance of the Work. This includes estimators, safety personnel, quality control personnel and their assistants.

**13.5.1.18** Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work in accordance with the staffing and salary schedule set forth in *Exhibit P*.

**13.5.1.19** With prior written approval of the Project Manager, that portion of the reasonable travel and subsistence expenses of the Contractor's personnel incurred while traveling in discharge of duties connected with the Work.

**13.5.1.20** Fees of testing laboratories for tests required by the Contract Documents.

**13.5.1.21** Legal, mediation and arbitration costs other than those arising from disputes between the City and the Contractor reasonably incurred by the Contractor in the performance of the Work and with the City's prior written permission of the Project Manager.

**13.5.1.22** Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the City.

**13.5.1.23** Costs associated with the implementation of any established company safety program, which costs shall be subject to City's reasonable approval.

**13.5.1.24** RESERVED

**13.5.1.25** Cost of warranty repairs, to the extent not covered by a subcontract or purchase agreement (provided that the Contractor shall use its best efforts to enforce the warranties received from subcontractors, suppliers and vendors). These costs include the Contractor's administrative staff associated with supervision and management of the warranty repairs.

**13.5.1.26** Reasonable data processing costs related to the work, including data line service, internet charges, software costs and licenses fees.

**13.5.2** **Costs Not To Be Reimbursed:** Cost of the Work shall not include expenditures made for any of the following:

**13.5.2.1** Salary of any officer of the Contractor.

**13.5.2.2** Salary of the Contractor's employees stationed at the Contractor's main office not working on the Project.

**13.5.2.3** Overhead, profit and general expenses of any kind except as included in the Contractor's Fee.



**13.5.2.4** The capital expenses of the Contractor, including interest on capital employed for the work.

**13.5.2.5** Expenses of the Contractor's principal office and offices, other than the Site office.

**13.5.2.6** Costs incurred by the Contractor in situations where such costs may be covered by insurance or recoverable from a Subcontractor or Supplier, if the Contractor failed to use its best efforts to obtain such insurance proceeds or recovery from the responsible Subcontractor(s) or Supplier(s).

**13.5.2.7** Expenses incurred for relocation and temporary living expenses of personnel required for the Work, or when such relocation is for the convenience of the Contractor.

**13.5.2.8** Any cost that would cause the GMP to be exceeded.

**13.5.2.9** Any costs not specifically included in the Cost of the Work, Section 8.1.

**13.5.2.10** Costs of retesting non-conforming Work.

**13.5.3 Contractor's Fee:** The "Contractor's Fee" (the "Fee") to be paid to the Contractor and included in the GMP shall be a lump sum of **NINETY-TWO THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$92,875.00)**, payable in progress installments pursuant to a mutually agreeable schedule of progress installments.

**13.5.4 Guaranteed Maximum Price:**

**13.5.4.1 Guaranteed Maximum Price.** The City agrees to pay the Contractor, and the Contractor agrees to accept, the sum of **Two Million Eight Hundred Sixty-Six Thousand Three Hundred Thirty-Eight Dollars (\$2,866,338.00)** as the GMP, for which the Contractor will perform all Work set forth in the GMP Scope of Work (*Exhibit A-1*) and in accordance with the Contract Documents. This sum includes applicable fees as stated above.

**13.5.4.2** The Guaranteed Maximum Price consist of the sum of (i) the estimated Cost of the Work; and (ii) the Fee. The Contractor has presented and the City has accepted the Guaranteed Maximum Price and Basis of the GMP Proposal attached hereto as *Exhibit I-1*. The Parties specifically agree that the City shall not be subject to any cost, charge or fee under this Agreement that is not specified above.

**13.5.5 Savings:** In the event that the actual Cost of the Work plus the Fee shall be less than the GMP, the resulting savings shall inure One

Hundred Percent (100%) to the City. The Contractor shall distribute such savings to the City by Change Order that either reduces the GMP or implements enhancements or additions to the Project requested by the City.

**13.5.6 Construction Contract Amount and Funding:** In accordance with the terms of this Construction Contract, the Maximum Construction Contract Amount to be paid by the City to the Contractor under this Agreement shall not exceed the GMP. The Contractor guarantees and warrants that the Project will be completed by its performance hereunder for the GMP amount. In no event will the City's liability exceed the maximum Construction Contract Amount, as adjusted by duly authorized change order in accordance with this Construction Contract. The parties specifically agree that any performance by the Contractor hereunder shall not subject the City to any cost, charge or fee not specified above."

4. A new Paragraph 14 is added to this contract and reads as follows:

**"14. Maximum Contract Amount:**

Notwithstanding any other provision of this Agreement, the City's maximum payment obligation for all work performed pursuant to this agreement including all Phase 1 and all Phase 2 work will not exceed **Eight Million Ninety-Six Thousand Six Hundred and Sixteen and NO/100 Dollars (\$8,096,616.00)**. The City is no obligated to execute an Agreement, change order or amendment for services that would result in payment in excess of this Maximum Contract Amount."

5. A new Paragraph 15 is added to this contract and reads as follows:

**"15. No Employment Of Illegal Aliens To Perform Work Under The Agreement:**

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

**15.2** The Contractor certifies that:

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

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

15.3 The Contractor also agrees and represents that:

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

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

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

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

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

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

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

6. For Phase 2 Work only, the original special conditions are replaced with the special conditions attached as *Exhibit N*.

7. As herein amended, the Agreement is affirmed and ratified in each and every particular.

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**IN WITNESS WHEREOF**, the City and the Contractor have executed this Amendatory Agreement as of the day and year first above written.

**ATTEST:**

**CITY AND COUNTY OF DENVER:**

By: \_\_\_\_\_  
STEPHANIE Y. O'MALLEY, Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver

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

**RECOMMENDED AND APPROVED:**

By: \_\_\_\_\_  
Manager of Public Works

By: *Chantal M. Ferguson* *Eric Kevin Patterson*  
Manager of Parks and Recreation

**APPROVED AS TO FORM:**  
DAVID R. FINE  
CITY ATTORNEY for the City and County of Denver

**REGISTERED AND COUNTERSIGNED:**

By: \_\_\_\_\_  
Manager of Finance

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

Contract Control No. CE90725(1)

By: \_\_\_\_\_  
Auditor  
"CITY"

**ATTEST:** [If required by Corporate procedures]

**SPECTRUM GENERAL CONTRACTORS, INC.**  
Taxpayer (IRS) I.D. No. 84-0882188

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

By: *Thomas N. Cella*

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

Name: *THOMAS N CELLA*

(please print)

Title: *PRES.*

**"CONTRACTOR"**

## **List of Exhibits**

- Exhibit A-1:** Broadway Terrace Scope of Work
- Exhibit B-1:** Project Milestones and Completion Dates
- Exhibit C-1:** Self-Performed Work
- Exhibit E-1:** Construction Drawings
- Exhibit F:** Prevailing Wage Rate Schedule
- Exhibit I-1:** GMP Work Proposal (the "GMP Proposal")
- Exhibit N:** special conditions
- Exhibit O:** Equipment Rental Rate Schedule
- Exhibit P:** Billing Rates for Salaried Personnel

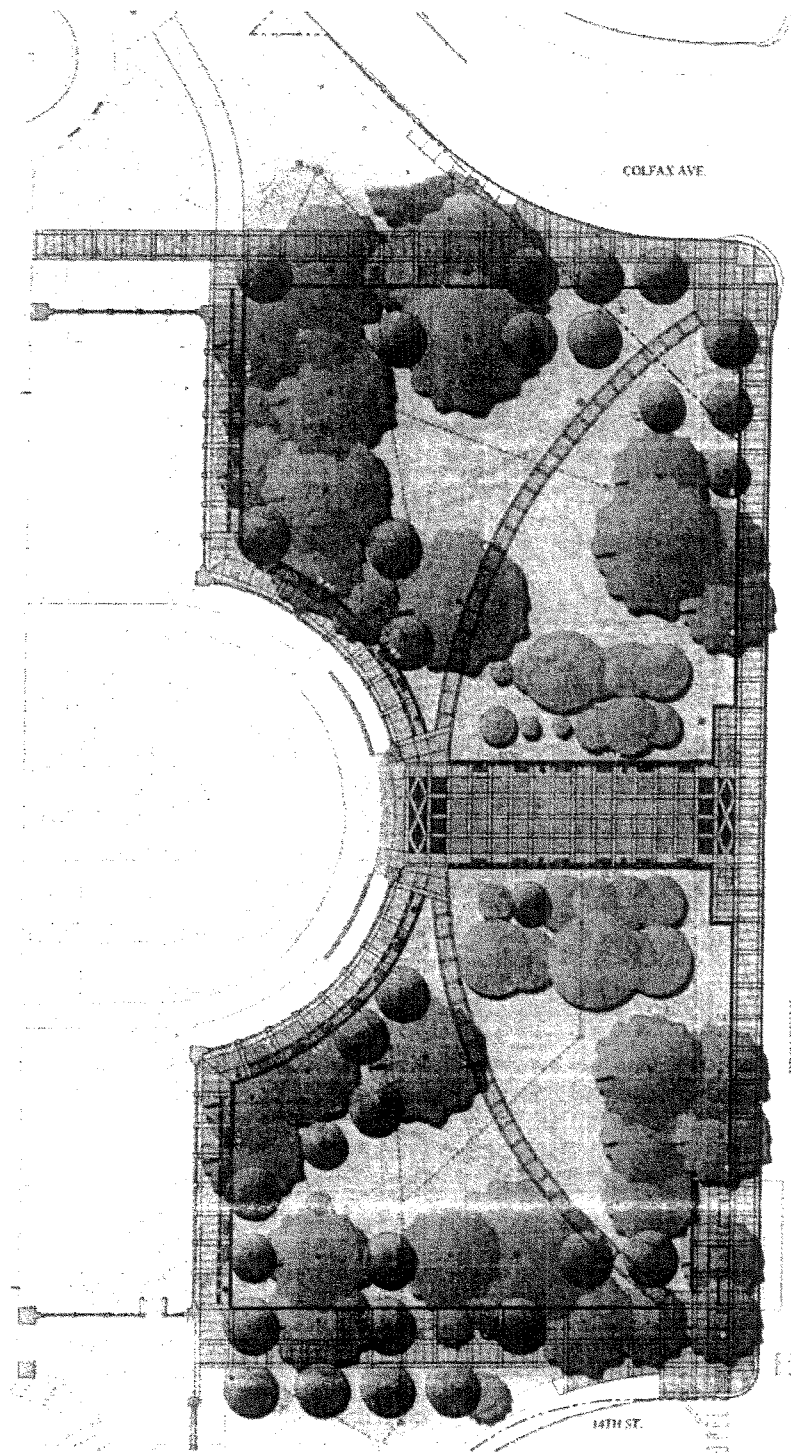
## **EXHIBIT A-1**

### **Project's GMP Criteria and Scope**

The Broadway Terrace "Scope of Work" is defined by the 75% complete Construction Documents prepared by Mundus Bishop Design and issued on October 25, 2010. These 75% complete documents consist of Construction Drawings titled "75% Construction Documentation for Civic Center Broadway Terrace" and Technical Specifications titled "Construction Specifications For Civic Center – Broadway Terrace" and are incorporated into the "Scope of Work" by reference. Please see Exhibit E-1 for the list of these 75% complete Construction Drawings.

The "Scope of Work" is further defined by the attached graphic exhibits: SITE PLAN – BASE BID, PAVING PLAN- BASE BID, and PAVING PLAN WITH ADDITIONAL ALTERNATIVES, also prepared by Mundus Bishop Design and issued on October 21, 2010.

In addition to the 75% complete Construction Documents prepared by Mundus Bishop Design, the portion of the 100% complete Construction Documents for the CCD Department of Public Works Engineering Division Project No. CE 10019, know as the "Colfax/14<sup>th</sup> Ave. Streetscape Project" and titled "14TH AVE/SPEER BLVD TO ACOMA, BANNOCK ST/ COLFAX AVE TO 14TH AVE, COLFAX AVE/SPEER BLVD TO BROADWAY, COLFAX AVE AND BROADWAY INTERSECTION" prepared by PBS&J and issued November 10, 2010, which pertain to the improvements to the southwest corner of Colfax Ave. and Broadway Blvd. are incorporated into the "Scope of Work" by reference. Please see Exhibit E-1 for the list of these 100% complete Construction Drawings.



COLFAX AVE.

**LEGEND**

- CIVIC CENTER CONCRETE
- STANDARD CONCRETE
- BRICK PAVING (NEW)
- BRICK PAVING (RE-USE)
- CRUSHER FINES PAVING
- GRANITE CURB (RAISED)
- GRANITE EDGE (FLUSH)

BROADWAY

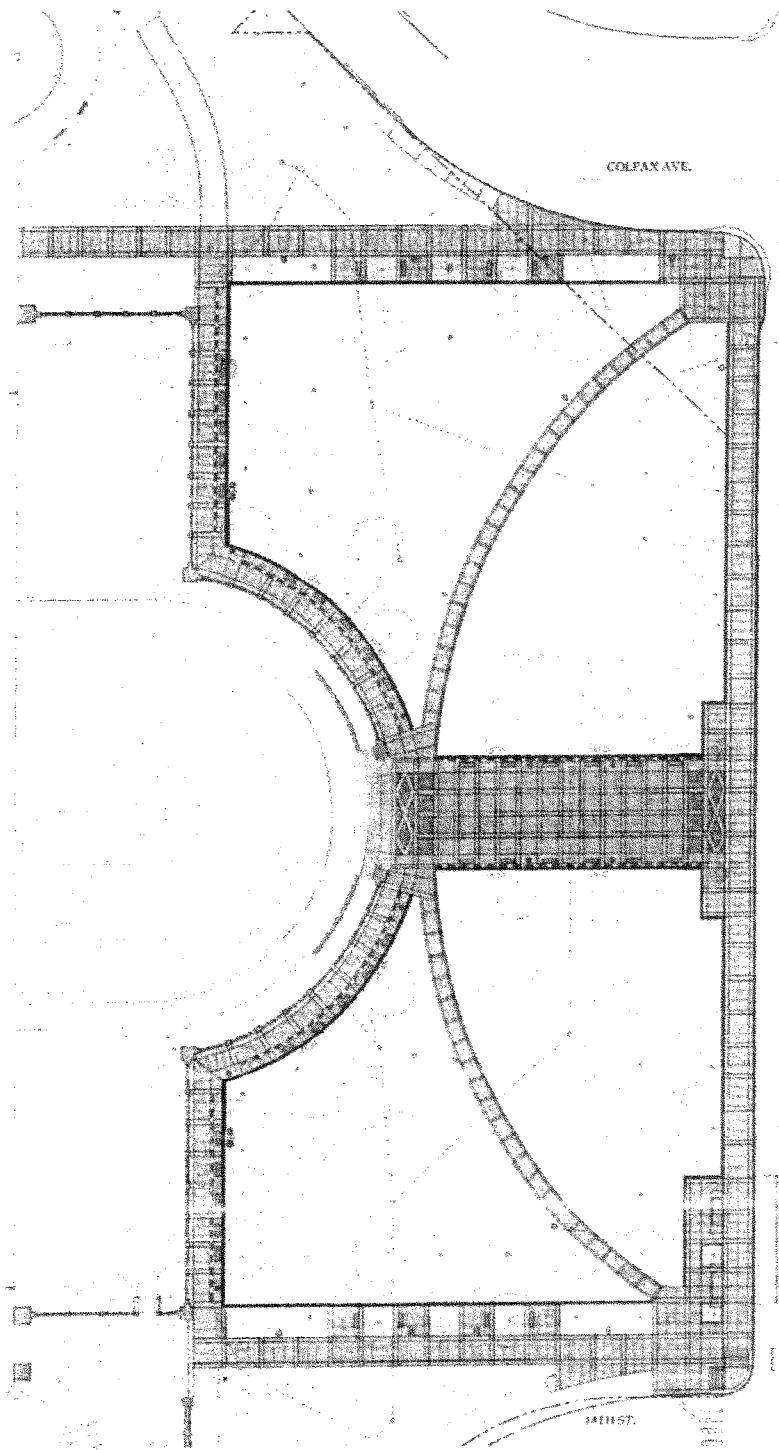
4TH ST.



**SITE PLAN - BASE BID**  
**CIVIC CENTER - BROADWAY TERRACE**

OCTOBER 21, 2010



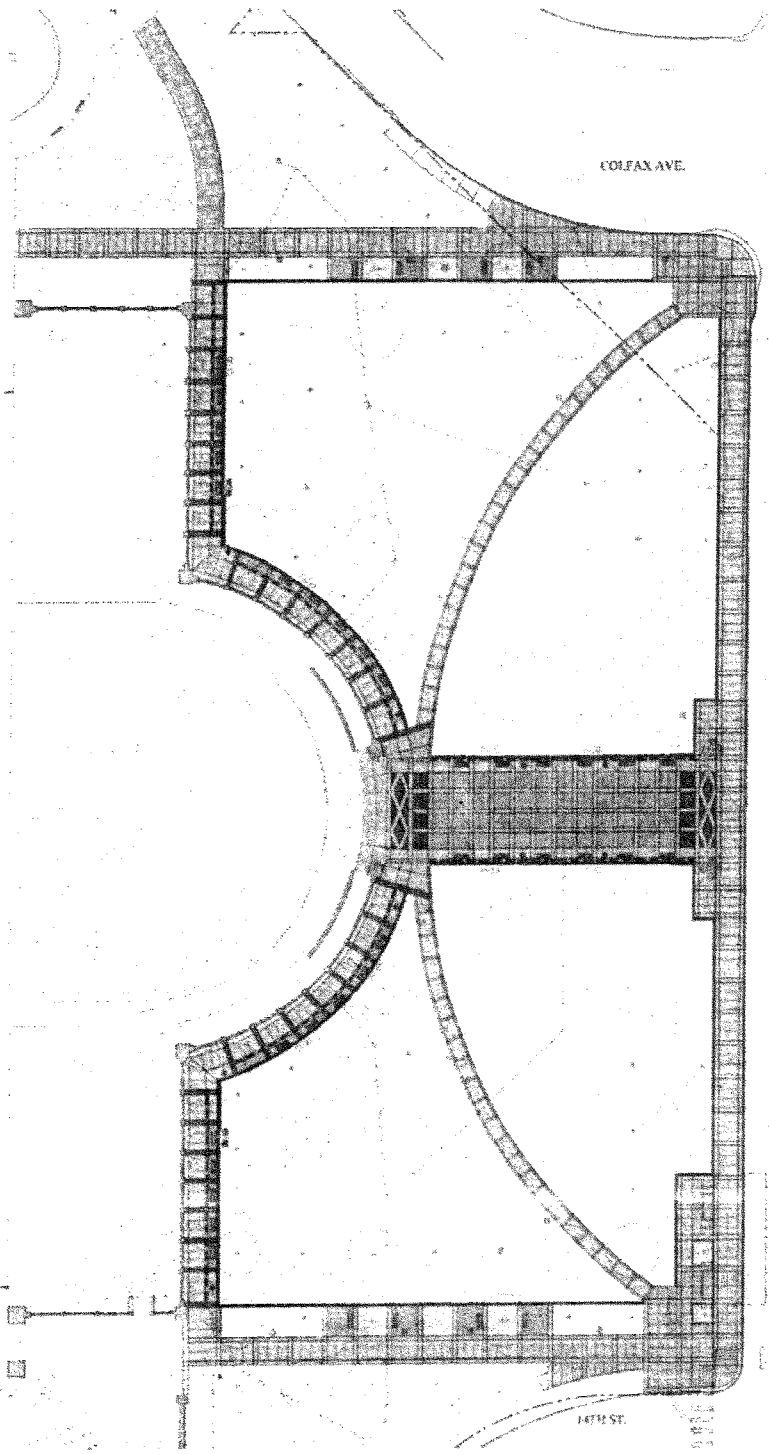


- LEGEND**
- CIVIC CENTER CONCRETE
  - STANDARD CONCRETE
  - BRICK PAVING (NEW)
  - BRICK PAVING (RE-USE)
  - CRUSHER FINES PAVING
  - GRANITE CURB (RAISED)
  - GRANITE EDGE (FLUSH)



**PAVING PLAN - BASE BID**  
**CIVIC CENTER - BROADWAY TERRACE**

OCTOBER 21, 2010



- LEGEND**
- CIVIC CENTER CONCRETE
  - STANDARD CONCRETE
  - BRICK PAVING (NEW)
  - BRICK PAVING (RE-USE)
  - CRUSHER FINES PAVING
  - GRANITE CURB (RAISED)
  - GRANITE EDGE (FLUSH)



**PAVING PLAN WITH ADDITIONAL ALTERNATIVES  
CIVIC CENTER - BROADWAY TERRACE**

OCTOBER 21, 2010

**EXHIBIT B-1**

**Project Milestones and Completion Dates**

Construction Schedule

Project: Civic Center  
 Broadway Terrace

ID	Task Name	Duration	Start	Finish	December		January		February		March		April		May			
					28	12	26	9	23	6	20	6	20	3	17	1		
1	PROJECT DURATION	99 days	Wed 12/15/10	Sun 5/1/11	12/15 5/1													
2	NOTICE TO PROCEED	1 day	Wed 12/15/10	Wed 12/15/10	12/15													
3	MOBILIZATION	7 days	Thu 12/16/10	Fri 12/24/10	12/16 12/24													
4	Clear Post-Clay	2 days	Thu 12/16/10	Fri 12/17/10	12/16 12/17													
5	Set up Cont. Forms	7 days	Thu 12/16/10	Fri 12/24/10	12/16 12/24													
6	Remove Cont.	7 days	Thu 12/16/10	Fri 12/24/10	12/16 12/24													
7	ACEL LIGHT RELOCATION	22 days	Thu 12/16/10	Fri 01/14/11	12/16 1/14													
8	FREE RELOCATION	5 days	Mon 12/27/10	Fri 12/31/10	12/27 12/31													
9	BRIGADIER PLUMBING	80 days	Mon 12/20/10	Fri 4/8/11	12/20 4/8													
10	Impulse main line bore & trench lateral lines	40 days	Mon 12/20/10	Fri 2/19/11	12/20 2/19													
11	Impulse installation	17 days	Mon 2/14/11	Tue 3/8/11	2/14 3/8													
12	Impulse Controller & Testing	24 days	Tue 3/8/11	Fri 4/8/11	3/8 4/8													
13	Area Dated Ties	20 days	Mon 12/20/10	Fri 2/18/11	12/20 2/18													
14	Install walls top of Gask to Meter Vault	4 days	Mon 2/14/11	Thu 2/17/11	2/14 2/17													
15	Meter Vault to Gask	3 days	Fri 2/18/11	Tue 2/22/11	2/18 2/22													
16	Gask Plumbing - Impulse Pump	36 days	Tue 3/15/11	Tue 3/8/11	3/15 3/8													
17	WOODRIVES WATER TAP	24 days	Tue 3/22/11	Fri 4/22/11	3/22 4/22													
18	Demol. Concrete Pavers	4 days	Tue 3/22/11	Fri 3/25/11	3/22 3/25													
19	Removal of Existing Back Flow Prevention Device	5 days	Mon 3/28/11	Fri 4/1/11	3/28 4/1													
20	Install new Tap	3 days	Mon 4/4/11	Wed 4/6/11	4/4 4/6													
21	Concrete	5 days	Thu 4/7/11	Wed 4/13/11	4/7 4/13													
22	Pavers	7 days	Thu 4/14/11	Fri 4/22/11	4/14 4/22													
23	MASONRY	60 days	Mon 2/7/11	Fri 4/29/11	2/7 4/29													
24	Granite Curbs South half	24 days	Mon 2/7/11	Thu 3/10/11	2/7 3/10													
25	Granite Curbs North half	24 days	Fri 3/11/11	Wed 4/13/11	3/11 4/13													
26	Pavers Backside Wall S side	12 days	Thu 3/24/11	Fri 4/8/11	3/24 4/8													
27	Pavers Backside Wall N side	12 days	Mon 4/11/11	Tue 4/26/11	4/11 4/26													
28	Pavers Central Pavedside	13 days	Wed 4/13/11	Fri 4/29/11	4/13 4/29													
29	ELECTRICAL	47 days	Mon 4/26/11	Tue 3/8/11	4/26 3/8													
30	Electrical (prep & follow on to Board Test)	45 days	Mon 1/31/11	Fri 3/4/11	1/31 3/4													
31	Elect. Gases	17 days	Mon 2/14/11	Tue 3/8/11	2/14 3/8													
32	CONCRETE	65 days	Mon 12/4/11	Fri 4/22/11	12/4 4/22													
33	Post-Clay	25 days	Mon 12/13/11	Fri 3/4/11	12/13 3/4													
34	Remove old, pour new concrete on concrete	65 days	Mon 12/13/11	Fri 4/22/11	12/13 4/22													
35	Broadway Curb & Gutter	11 days	Fri 3/18/11	Fri 3/18/11	3/18 3/18													
36	14th St. inlet	5 days	Mon 3/14/11	Fri 3/18/11	3/14 3/18													
37	Broadway Gutter - Remove & Replace	7 days	Mon 3/14/11	Tue 3/22/11	3/14 3/22													
38	LANDSCAPING	98 days	Thu 12/16/10	Sun 5/1/11	12/16 5/1													
39	Tree Protection	12 days	Thu 12/16/10	Fri 12/31/10	12/16 12/31													
40	Grading	30 days	Mon 3/28/11	Fri 4/8/11	3/28 4/8													
41	Lay Out	5 days	Mon 4/11/11	Fri 4/15/11	4/11 4/15													
42	Soil Establishment	14 days	Wed 4/13/11	Sun 5/1/11	4/13 5/1													
43	Plant Trees, Mulch	10 days	Mon 4/18/11	Fri 4/29/11	4/18 4/29													
44	SITE ACCESSORIES (final)	5 days	Mon 4/25/11	Fri 4/29/11	4/25 4/29													
45	PAINT LIGHTS	10 days	Mon 3/21/11	Fri 4/1/11	3/21 4/1													
46	PUNCHLIST/DE-MOBILIZATION	4 days	Wed 4/27/11	Sun 5/1/11	4/27 5/1													
47	PROJECT COMPLETE	1 day	Sun 5/1/11	Sun 5/1/11	5/1													

## **EXHIBIT C-1**

### **Self Performed Work**

Spectrum General Contractors will self-perform the following work:

- Project Management and Supervision
- Progressive Site Clean Up
- Materials Handling
- Temporary Turf Protection

## EXHIBIT E-1

### Construction Drawings

Following is the Sheet Index for the 75% complete Construction Drawings Prepared by Mundus Bishop Design:

## Sheet Index

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SHEET NO. L0.00	SHEET INDEX AND GENERAL NOTES
SHEET NO. SS1.00	SITE SURVEY
SHEET NO. EC1.01	CASMP COVER
SHEET NO. EC1.02	CASMP NARRATIVE
SHEET NO. EC1.03	EROSION CONTROL PLAN— NORTH
SHEET NO. EC1.04	EROSION CONTROL PLAN— CENTRAL
SHEET NO. EC1.05	EROSION CONTROL PLAN— SOUTH
SHEET NO. EC1.06	EROSION CONTROL DETAILS
SHEET NO. L1.01	DEMOLITION PLAN
SHEET NO. L1.02	TREE PROTECTION PLAN
SHEET NO. L1.03	LIGHTING RELOCATION PLAN
SHEET NO. L2.01	OVERALL LAYOUT & MATERIALS PLAN
SHEET NO. L2.02	LAYOUT & MATERIALS PLAN — NORTH
SHEET NO. L2.03	LAYOUT & MATERIALS PLAN — SOUTH
SHEET NO. L2.04	LAYOUT & MATERIALS PLAN — CENTRAL PROMENADE
SHEET NO. L3.01	SHEET NOT USED
SHEET NO. L3.02	SCORING PLAN — NORTH
SHEET NO. L3.03	SCORING PLAN — SOUTH
SHEET NO. L3.04	SCORING PLAN — CORNER ENLARGEMENTS
SHEET NO. L3.05	LAYOUT & SCORING PLAN — ENLARGEMENTS
SHEET NO. L4.01	OVERALL GRADING PLAN
SHEET NO. L4.02	GRADING PLAN — NORTH
SHEET NO. L4.03	GRADING PLAN — SOUTH
SHEET NO. L4.04	GRADING PLAN — CENTRAL PROMENADE
SHEET NO. L5.01	SITE DETAILS — PAVING
SHEET NO. L5.02	SITE DETAILS — GRANITE CURB, EDGE, & PAVING
SHEET NO. L5.03	SITE DETAILS — GRANITE CURB ELEVATIONS
SHEET NO. L5.04	SITE DETAILS — GRANITE CURB ELEVATIONS
SHEET NO. L5.05	SITE DETAILS — DRAINAGE
SHEET NO. L6.01	OVERALL PLANTING PLAN
SHEET NO. L6.02	PLANTING PLAN — NORTH
SHEET NO. L6.03	PLANTING PLAN — SOUTH

Sheet Index (cont'd)

SHEET NO. IR1.0	IRRIGATION NOTES
SHEET NO. IR1.1	IRRIGATION NOTES
SHEET NO. IR1.2	IRRIGATION PLAN - OVERALL
SHEET NO. IR1.3	HYDROZONE PLAN
SHEET NO. IR1.4	IRRIGATION PLAN - METER DEMOLITION
SHEET NO. IR1.5	IRRIGATION PLAN - NORTH
SHEET NO. IR1.6	IRRIGATION PLAN - SOUTH
SHEET NO. IR1.7	IRRIGATION PLAN
SHEET NO. IR1.8	IRRIGATION PLAN - 2-WIRE OVERVIEW
SHEET NO. IR1.9	IRRIGATION DETAILS
SHEET NO. IR1.10	IRRIGATION DETAILS
SHEET NO. IR1.11	IRRIGATION DETAILS
SHEET NO. IR1.12	IRRIGATION DETAILS
SHEET NO. IR1.13	IRRIGATION DETAILS
SHEET NO. IR1.14	IRRIGATION DETAILS
SHEET NO. IR1.15	IRRIGATION DETAILS
SHEET NO. IR1.16	IRRIGATION DETAILS
SHEET NO. IR1.17	IRRIGATION DETAILS
SHEET NO. IR1.18	IRRIGATION CONTROLLER CHARTS
SHEET NO. E0.00	ELECTRICAL COVER SHEET
SHEET NO. E0.01	ELECTRICAL SITE PLAN
SHEET NO. E1.01	ELECTRICAL SCHEDULES
SHEET NO. C1.01	STREET IMPROVEMENTS DEMOLITION PLAN
SHEET NO. C2.01	STREET IMPROVEMENTS LAYOUT PLAN - NORTH
SHEET NO. C2.02	STREET IMPROVEMENTS LAYOUT PLAN - SOUTH
COVER	COVER SHEET
SHEET NO. W1.02	NOTES, ABBREVIATIONS, LEGEND AND KEY MAP
SHEET NO. W1.03	OVERALL UTILITY PLAN AND ABANDONMENT PLAN
SHEET NO. W1.04	WATER ONLY PLAN
SHEET NO. W1.05	STANDARD DETAILS - 1
SHEET NO. W1.06	STANDARD DETAILS - 2
SHEET NO. S1.00	FOUNDATION AND BASEMENT PLAN

Following is the Sheet Index for the 100% complete Construction Drawings Prepared by PBS&J for Public Works Engineering Division Project No. CE10019, that pertain to the improvements at the southwest corner of Colfax Ave. and Broadway Blvd.:

SHEET NO. 1	TITLE SHEET
SHEET NO. 2	GENERAL NOTES
SHEET NO. 3	GENERAL NOTES
SHEET NO. 4	TYPICAL SECTIONS
SHEET NO. 5	SURVEY CONTROL DIAGRAM
SHEET NO. 12	COLFAX/BROADWAY REMOVALS, RESETS AND ADJUSTMENT PLAN
SHEET NO. 18	COLFAX/BROADWAY ROADWAY PLAN
SHEET NO. 24	COLFAX/BROADWAY ROADWAY DETAIL
SHEET NO. 29	STORMWATER MANAGEMENT PLANS
SHEET NO. 30	STORMWATER MANAGEMENT PLANS
SHEET NO. 31	STORMWATER MANAGEMENT PLANS
SHEET NO. 32	STORMWATER MANAGEMENT PLANS
SHEET NO. 40	COLFAX/BROADWAY INITIAL EROSION CONTROL PLANS
SHEET NO. 48	COLFAX/BROADWAY INTERIM EROSION CONTROL PLANS
SHEET NO. 56	COLFAX/BROADWAY FINAL EROSION CONTROL PLANS
SHEET NO. 64	COLFAX/BROADWAY DRAINAGE AND UTILITY PLAN
SHEET NO. 65	COLFAX/BROADWAY STORM SEWER PROFILE
SHEET NO. 118	COLFAX AVE AND BROADWAY CONSTRUCTION PHASING-PHASE 1
SHEET NO. 119	COLFAX AVE AND BROADWAY CONSTRUCTION PHASING-PHASE 2



**Exhibit F**  
**Prevailing Wage Rate Schedule**



**DENVER**  
THE MILE HIGH CITY

**Career Service Authority**  
Denver's Human Resource Agency

201 W. Colfax, Department 412  
Denver, CO 80202  
p: 720.913.5751  
f: 720.913.5720  
[www.denvergov.org/csa](http://www.denvergov.org/csa)

**TO:** All Users of the City of Denver Prevailing Wage Schedules  
**FROM:** Meredith Creme, Staff Human Resource Professional  
**DATE:** Friday October 15, 2010  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

Please be advised, the Career Service Authority Board in their meeting held on November 3, 2005, approved to use the last comprehensive prevailing wage schedule for Heavy and Highway projects, which was published on March 1, 2002, to fill in for missing rates from subsequent Heavy and Highway wage schedules. The missing rates will be provided as supplemental to the Davis Bacon Heavy and Highway rates issued by CSA.

With regards to the Building rates, the last comprehensive prevailing wage schedule for Building projects which was published on November 9, 2001 will continue to be used to fill in for missing rates from subsequent Building Construction schedules. The missing rates will be provided as supplemental to the Davis-Bacon Building rates issued by CSA.

The effective date for this publication is **Friday October 15, 2010** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO080014  
Superseded General Decision No. CO20070014  
Modification No. 4  
Publication Date: 10-08-10  
(11 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.

For questions call (720) 913-5009

Attachments as listed above.

General Decision Number: CO100014 10/08/2010 CO14

Superseded General Decision Number: CO20080014

State: Colorado

Construction Type: Highway

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

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	05/07/2010
2	06/04/2010
3	08/06/2010
4	10/08/2010

ELEC0012-005 06/01/2009

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN (Excluding traffic signal installation)		
Electrical work where the total cost is \$150,000 or less.....	\$ 22.85	10.79
Electrical work where the total cost is over \$150,000.	\$ 27.00	10.91
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation		
Zone 1.....	\$ 23.83	13.75%+4.75
Zone 2.....	\$ 26.83	13.75%+4.75

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.

\* ELEC0068-012 06/01/2010

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

	Rates	Fringes
ELECTRICIAN (Excluding traffic signal installation).....	\$ 31.60	12.32
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation		
Zone 1.....	\$ 23.83	13.75%+4.75
Zone 2.....	\$ 26.83	13.75%+4.75

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.

-----  
ELEC0113-005 06/01/2009

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 28.80	3%+13.10
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation		
Zone 1.....	\$ 23.83	13.75%+4.75
Zone 2.....	\$ 26.83	13.75%+4.75
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.

-----  
ELEC0969-005 06/01/2009

MESA COUNTY

	Rates	Fringes
ELECTRICIAN (Excluding		

traffic signal installation).....\$ 20.31	8.92
TRAFFIC SIGNALIZATION:	
Traffic Signal Installation	
Zone 1.....\$ 23.83	13.75%+4.75
Zone 2.....\$ 26.83	13.75%+4.75

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

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

Colorado Springs - Nevada & Bijou

Denver - Ellsworth Avenue & Broadway

Ft. Collins - Prospect & College

Grand Junction - 12th & North Avenue

Pueblo - I-25 & Highway 50

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

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 ENGI0009-002 05/01/2010

	Rates	Fringes
Power equipment operators:		
Asphalt Screed.....\$ 23.67		9.22
Bituminous or Asphalt		
Spreader/Laydown Machine....\$ 23.67		9.22
Bulldozer.....\$ 23.67		9.22
Crane: 50 tons and under...\$ 23.82		9.22
Crane: 51 to 90 tons.....\$ 23.97		9.22
Crane: 91 to 140 tons.....\$ 24.12		9.22
Crane: 141 tons and over....\$ 24.88		9.22
Drill Operator: William		
MF/Watson 2500 only.....\$ 23.97		9.22
Grader/Blade: Finish.....\$ 23.97		9.22
Grader/Blade: Rough.....\$ 23.67		9.22
Loader: Barber Green, etc.		
& Up to and including 6		
cubic yards.....\$ 23.67		9.22
Loader: Mechanic/Welder		
(heavy duty).....\$ 23.97		9.22
Loader: Over 6 cubic yards..\$ 23.82		9.22
Mechanic and/or Welder		
(Includes heavy duty &		
combination mechanic and		
welder):.....\$ 26.12		9.22
Oiler.....\$ 22.97		9.22
Power Broom: 70 HP and over.\$ 23.67		9.22
Power Broom: Under 70 HP....\$ 22.97		9.22
Roller (excluding dirt &		
soil compaction): Self-		
propelled, all types over		
5 tons.....\$ 23.67		9.22
Roller (excluding dirt &		
soil compaction): Self-		
propelled, rubber tires		
under 5 tons.....\$ 23.32		9.22
Scraper: Single bowl		
including pups 40 cubic		

yards and tandem bowls and over.....	\$ 23.97	9.22
Scraper: Single bowl under 40 cubic yards.....	\$ 23.82	9.22
Trackhoe.....	\$ 23.82	9.22

LAB00086-002 05/01/2009

	Rates	Fringes
Laborers:		
Asphalt Laborer/Raker, Common Laborer & Concrete Laborer/Mason Tender.....	\$ 18.68	6.78

SUCO2001-003 12/20/2001

	Rates	Fringes
BRICKLAYER.....	\$ 15.55	2.85
Carpenters:		
Form Work (Excluding Curbs & Gutters).....	\$ 16.54	3.90
All Other Work.....	\$ 16.61	3.88
Concrete Finisher/Cement Mason...	\$ 16.05	3.00
Ironworkers:		
Bridge Rail (Excludes Guardrail).....	\$ 18.22	6.01
Reinforcing.....	\$ 16.69	5.45
Laborers:		
Fence Erector (Includes fencing on bridges).....	\$ 13.02	3.20
Form Work (Curbs & Gutters only).....	\$ 11.85	3.45
Guardrail Erector (Excludes bridgerail).....	\$ 12.89	3.20
Landscape and Irrigation Laborer.....	\$ 12.26	3.16
Pipelayer.....	\$ 13.55	2.41
Striping Laborer (Pre-form layout and removal of pavement markings).....	\$ 12.62	3.21
Traffic and Sign Laborer (Sets up barricades and cones, and installs permanent signs).....	\$ 12.43	3.22
Traffic Director/Flagger....	\$ 9.55	3.05
Painters:		
Brush.....	\$ 16.94	2.10
Spray.....	\$ 16.99	2.87
Power equipment operators:		

Backhoes.....	\$ 16.54	4.24
Bobcat/Skid Loader.....	\$ 15.37	4.28
Compactor - Dirt & Soil Only.....	\$ 16.70	3.30
Concrete Pump Operator.....	\$ 16.52	4.30
Drill Operator: All except William MF/ Watson 2500.....	\$ 16.74	2.66
Forklift.....	\$ 15.91	4.09
Post Driver/Punch Machine...	\$ 16.07	4.41
Rotomill Operator.....	\$ 16.22	4.41
Tractor.....	\$ 13.13	2.95

TRAFFIC SIGNALIZATION:

Traffic Signal Installation

Groundman

Class C.....	\$ 11.44	3.25
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Truck drivers:

Floats-Semi Truck.....	\$ 14.86	3.08
Multipurpose Truck- Specialty & Hoisting.....	\$ 14.35	3.49
Pickup Truck (Includes Pilot and Sign/Barricade Truck).....	\$ 13.93	3.68
Single Axle Truck.....	\$ 14.24	3.77
Truck Mechanic.....	\$ 16.91	3.01

-----  
TEAM0435-002 05/01/2000

	Rates	Fringes
Truck drivers:		
Distributor Truck.....	\$ 15.80	5.27
Dump Truck: Over 14 cubic yards to and including 29 cubic yards.....	\$ 15.27	5.27
Dump Truck: Over 29 cubic yards to and including 79 cubic yards.....	\$ 15.80	5.27
Dump Truck: Over 79 cubic yards.....	\$ 16.45	5.27
Dump Truck: To and including 6 cubic yards & over 6 cubic yards to and including 14 cubic yards;		
Water Truck.....	\$ 14.93	5.27
Low Boy Truck.....	\$ 17.25	5.27

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

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:



Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====  
END OF GENERAL DECISION

Career Service Authority  
Supplemental to the Davis Bacon HIGHWAY Construction Projects  
(Specific to the Denver Projects)  
(Supp 31, Eff Date: 10-15-10)

(The following rates are from the Fed/Davis Bacon/HEAVY & HIGHWAY,  
 Mod #0 Dated 03/01/2002 to fill in for missing rates from subsequent  
 HIGHWAY Construction Schedules)

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 CARP2834A 05/01/2001

	Rates	Fringes
MILLWRIGHTS	22.22	5.84

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ELEC0111A 09/01/2001

	Rates	Fringes
LINE CONSTRUCTION:		
Cable Splicers	26.06	19.75%+2.20
Lineman, Gas Fitter/Welder	26.56	19.75%+2.20
Line Equipment Operator,		
Line Truck Crew	20.73	19.75%+2.20

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POWER EQUIPMENT OPERATORS:

(TUNNELS ABOVE & BELOW GROUND, SHAFTS, & RAISES)

GROUP 1	20.67	5.17
GROUP 2	21.02	5.17
GROUP 3	21.12	5.17
GROUP 4	21.37	5.17
GROUP 5	21.52	5.17
GROUP 6	21.67	5.17
GROUP 7	21.92	5.17

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - Brakeman

GROUP 2 - Motorman

GROUP 3 - Compressor

GROUP 4 - Air Tractors; Grout Machine; Gunnite Machine; Jumbo Form

GROUP 5 - Concrete Placement Pumps; Mucking Machines and Front  
 End Loaders, Underground, Slusher; Mine Hoist Operator;  
 Mechanic

GROUP 6 - Mechanic Welder

GROUP 7 - Mole

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ENGI0009B 04/23/2001

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
GROUP 1	18.52	5.17
GROUP 2	18.87	5.17
GROUP 3	19.22	5.17
GROUP 4	19.37	5.17
GROUP 5	19.52	5.17
GROUP 6	19.67	5.17
GROUP 7	20.43	5.17

NOTE: Any equipment listed below being used in tunnel work, below or above ground shall be paid not less than \$2.00 per hour above the listed wage rates.

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - Air compressor, brakeman, drill operator -smaller than Watson 2500 and similar, operators of 5 or more light plants, welding machines, generators, single unit conveyor, pumps, vacuum well point system, tractor, under 70 hp with or without attachments compressors, 360 C.F.M. or less

GROUP 2 - Conveyor, handling **building** materials, ditch witch and similar trenching machine, forklift, haulage motor man, pugmill, portable screening plant with or without a spray bar, screening plants, with classifier, self-propelled roller, rubber-tires under 5 tons.

GROUP 3 - asphalt plant, backfiller; cableway signalman; C.M.I. and similar, concrete batching plants, concrete finish machine, concrete gang saw on concrete paving, concrete mixer, less than 1 yd., under 8 inches, distributors, bituminous surfaces dozer, drill, diamond or core, elevating graders, elevator operator, lubricating and service engineer, grout machine, gunnite machine, hoist, 1 drum, horizontal directional drill operator, hydraulic backhoes; road stabilization machine, sandblasting Machine, single unit portable crusher, with or without washer, Tie tamper, wheel mounted, trenching machine operator, winch on truck.

GROUP 4 - Cable operated power shovels, draglines, clamshells, 5 cubic yards and under, concrete mixer over 1 Cubic yard, concrete pavers 34E or similar, grade Checker, hoist, 2 drums, mechanic, mixer mobile, Portable crusher, with or without washer; tractor with sideboom, roto-M ill and similar, welder.

GROUP 5 - Cable operated power shovels, draglines, clamshells and Backhoes over 5 cubic yards, caisson drill Watson 2500 similar or larger, motor grader blade-finish, hoist 3 drum or more.

GROUP 6 - Cableway, derrick, quad nine push unit, wheel excavator, belt or elevating loader.

GROUP 7 - tower cranes all types.

IRON0024F 08/01/2001

	Rates	Fringes
IRONWORKERS: STRUCTURAL, ORNAMENTAL	21.00	7.36

LABO0086D 05/01/2001

	Rates	Fringes
LABORERS: Removal or encapsulation of Asbestos Material (including removal of asbestos from mechanical systems that are going to be scraped) and work involving the removal, handling, or dealing with toxic or hazardous waste	18.45	3.64

PLUM0003E 07/01/2001

	Rates	Fringes
PLUMBERS	25.67	5.99

PLUM0208J 07/01/2001

	Rates	Fringes
PIPEFITTERS	25.77	5.89

TEAM0435A 05/01/2000

	Rates	Fringes
TRUCK DRIVERS:		
GROUP 1	14.21	5.27
GROUP 2	14.93	5.27
GROUP 3	15.27	5.27
GROUP 4	15.80	5.27
GROUP 5	16.45	5.27
GROUP 6	17.25	5.27

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 Greasemen, Servicemen and Ambulance Drivers,  
Battery Men, Shuttle Truck or Bus, Flat Rack Tandem Axle.

GROUP 2 Fork Lift Driver, Straddle Truck Driver, Lumber Carrier,

Liquid and Bulk Tankers Single Axle, Combination, Euclid Electric or Similar, Specialty and Hoisting, Truck Drivers Fuel Truck, Grease Truck, Combination Fuel and Grease.

GROUP 3 Truck Driver Snow Plow, Truck Driver Dump or Type Jumbo and similar type equipment.

GROUP 4 Cement Mixer Agitator Truck over 10 cubic yards to and including 15 cubic yards, Tire Man, Cab Operated Distributor Truck Driver.

GROUP 5 Heavy Duty Diesel Mechanic, Body Man, Welders or Combination Men.

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



**DENVER**  
THE MILE HIGH CITY

Career Service Authority  
Denver's Human Resource Agency

201 W. Colfax, Department 412  
Denver, CO 80202  
p: 720.913.5751  
f: 720.913.5720  
[www.denvergov.org/csa](http://www.denvergov.org/csa)

TO: All Users of the City of Denver Prevailing Wage Schedules  
FROM: Meredith Creme, Staff Human Resource Professional  
DATE: Friday November 5, 2010  
SUBJECT: Latest Change to Prevailing Wage Schedules

Please be advised, to fill in for missing rates from subsequent Heavy and Highway wage schedules, the Career Service Authority Board in their meeting held on November 3, 2005, approved to use the last comprehensive prevailing wage schedule for Heavy and Highway projects published on March 1, 2002. The missing rates will be provided as supplemental to the Davis Bacon Heavy and Highway rates issued by CSA.

With regards to the Building rates, the last comprehensive prevailing wage schedule for Building projects published, on November 9, 2001, will continue to be used to fill in for missing rates from subsequent Building Construction schedules. The missing rates will be provided as supplemental to the Davis-Bacon Building rates issued by CSA.

The effective date for this publication will be **Friday November 5, 2010** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO080012  
Superseded General Decision No. CO20070012

Modification No. 13  
Publication Date: 10-31-2010  
(12 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.

For questions please call (720) 913-5009

Attachments as listed above.

General Decision Number: CO100012 10/29/2010 CO12

Superseded General Decision Number: CO20080012

State: Colorado

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	05/07/2010
2	05/21/2010
3	06/04/2010
4	07/02/2010
5	07/09/2010
6	07/16/2010
7	08/06/2010
8	08/13/2010
9	08/20/2010
10	09/03/2010
11	09/24/2010
12	10/08/2010
13	10/29/2010

ASBE0028-001 07/01/2010

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 24.74	11.13

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BRCO0007-004 01/01/2010

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

	Rates	Fringes
BRICKLAYER.....	\$ 22.48	9.54

-----  
BRCO0007-006 05/01/2010

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 22.32	8.09

-----  
 ELEC0012-004 06/01/2009

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN		
Electrical work where the		
cost is \$150,000 or less....	\$ 22.85	10.79
Electrical work where the		
cost is over \$150,000.....	\$ 27.00	10.91

-----  
 \* ELEC0068-001 06/01/2010

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

	Rates	Fringes
ELECTRICIAN.....	\$ 31.60	12.32

-----  
 ELEC0111-001 07/01/2010

	Rates	Fringes
Line Construction:		
Cable Splicer.....	\$ 28.65	13.75%+4.75
Equipment Operator-		
Underground.....	\$ 24.33	12.75%+4.75
Groundman.....	\$ 20.48	17.75%+4.75
Line Equipment Operator....	\$ 24.99	17.75%+4.75
Lineman and Welder.....	\$ 35.81	20.75%+4.75

-----  
 ELEC0113-002 06/01/2009

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 28.80	3%+13.10

-----  
 ELEC0969-002 06/01/2009

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 21.31	8.92

-----  
 ENGI0009-001 05/01/2010

Rates	Fringes
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Power equipment operators:

Blade: Finish.....	\$ 23.97	9.22
Blade: Rough.....	\$ 23.67	9.22
Bulldozer.....	\$ 23.67	9.22
Cranes: 50 tons and under..	\$ 23.82	9.22
Cranes: 51 to 90 tons.....	\$ 23.97	9.22
Cranes: 91 to 140 tons.....	\$ 24.12	9.22
Cranes: 141 tons and over...	\$ 24.88	9.22
Forklift.....	\$ 23.32	9.22
Mechanic.....	\$ 25.97	9.22
Oiler.....	\$ 22.97	9.22
Scraper: Single bowl under 40 cubic yards.....	\$ 23.82	9.22
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 23.97	9.22
Trackhoe.....	\$ 23.82	9.22

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IRON0024-003 11/01/2009

	Rates	Fringes
Ironworkers:.....	\$ 24.80	12.12
Structural		

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LABO0086-001 05/01/2009

	Rates	Fringes
Laborers:		
Pipelayer.....	\$ 18.68	6.78

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PLUM0003-005 06/01/2010

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

	Rates	Fringes
PLUMBER.....	\$ 33.37	10.35

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PLUM0058-002 07/01/2010

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 31.55	11.45

-----  
PLUM0058-008 07/01/2010

PUEBLO COUNTY

	Rates	Fringes
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Plumbers and Pipefitters.....\$ 31.55 11.45

-----  
PLUM0145-002 07/01/2010

MESA COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 24.65	9.70

-----  
PLUM0208-004 06/01/2010

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

	Rates	Fringes
PIPEFITTER.....	\$ 33.30	10.52

-----  
SHEE0009-002 07/01/2010

	Rates	Fringes
Sheet metal worker.....	\$ 32.16	11.71

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

	Rates	Fringes
BOILERMAKER.....	\$ 17.60	

Carpenters:

Form Building and Setting...	\$ 16.97	2.74
All Other Work.....	\$ 15.14	3.37

Cement Mason/Concrete Finisher...	\$ 17.31	2.85
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IRONWORKER, REINFORCING.....	\$ 18.83	3.90
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Laborers:

Common.....	\$ 11.22	2.92
Flagger.....	\$ 8.91	3.80
Landscape.....	\$ 12.56	3.21

Painters:

Brush, Roller & Spray.....	\$ 15.81	3.26
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Power equipment operators:

Backhoe.....	\$ 16.36	2.48
Front End Loader.....	\$ 17.24	3.23
Skid Loader.....	\$ 15.37	4.41

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TEAM0435-001 05/01/2000

	Rates	Fringes
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Truck drivers:

Pickup.....	\$ 14.21	5.27
Tandem/Semi and Water.....	\$ 14.93	5.27

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

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Career Service Authority  
Supplemental to the Davis Bacon HEAVY Construction Projects  
(Specific to the Denver Projects)  
(Supp #57, Date: 11-05-10)

(The following rates are from the Fed/Davis Bacon/HEAVY & HIGHWAY  
Mod #0 Dated 03/01/2002 to fill in for missing rates from subsequent  
HEAVY Construction Schedules)

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CARP2834A	05/01/2001		
		Rates	Fringes
MILLWRIGHTS		22.22	5.84

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ELEC0111A	09/01/2001		
		Rates	Fringes
LINE CONSTRUCTION:			
Cable Splicers		26.06	19.75%+2.20
Lineman, Gas Fitter/Welder		26.56	19.75%+2.20
Line Equipment Operator,			
Line Truck Crew		20.73	19.75%+2.20
Groundman		13.64	19.75%+2.20

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ENGI0009A	04/23/2001		
		Rates	Fringes
POWER EQUIPMENT OPERATORS:			
(TUNNELS ABOVE AND BELOW GROUND, SHAFTS, AND RAISES)			
GROUP 1		20.67	5.17
GROUP 2		21.02	5.17
GROUP 3		21.12	5.17
GROUP 4		21.37	5.17
GROUP 5		21.52	5.17
GROUP 6		21.67	5.17
GROUP 7		21.92	5.17

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

- GROUP 1 - Brakeman
  - GROUP 2 - Motorman
  - GROUP 3 - Compressor
  - GROUP 4 - Air Tractors; Grout Machine; Gunnite Machine; Jumbo Form
  - GROUP 5 - Concrete Placement Pumps; Mucking Machines and Front  
End Loaders, Underground, Slusher; Mine Hoist Operator; Mechanic
  - GROUP 6 - Mechanic Welder
  - GROUP 7 - Mole
- 

ENGI0009B	04/23/2001		
		Rates	Fringes
POWER EQUIPMENT OPERATORS:			
GROUP 1		18.52	5.17
GROUP 2		18.87	5.17

GROUP 3	19.22	5.17
GROUP 4	19.37	5.17
GROUP 5	19.52	5.17
GROUP 6	19.67	5.17
GROUP 7	20.43	5.17

NOTE: Any equipment listed below being used in tunnel work, below or above ground shall be paid not less than \$2.00 per hour above the listed wage rates.

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - Air compressor, brakeman, drill operator - smaller than Watson 2500 and similar, operators of 5 or more light plants, welding machines, generators, single unit conveyor, pumps, vacuum well point system, tractor, under 70 hp with or without attachments compressors, 360 C.F.M. or less

GROUP 2 - Conveyor, handling **building** materials, ditch witch and similar trenching machine, haulage motor man, pugmill, portable screening plant with or without a spray bar, screening plants, with classifier

GROUP 3 - Asphalt screed, asphalt plant, backfiller, bituminous spreader or laydown machine; cableway signalman, caisson drill, William MF, similar or larger; C.M.I. and similar, concrete batching plants, concrete finish machine, concrete gang saw on concrete paving, concrete mixer, less than 1 yd., concrete placement pumps, under 8 inches, distributors, bituminous surfaces dozer, drill, diamond or core, drill rigs, rotary, churn, or cable tool, elevating graders, elevator operator, equipment, lubricating and service engineer, grout machine, gunnite machine, hoist, 1 drum, horizontal directional drill operator, sandblasting machine, single unit portable crusher, with or without washer, tie tamper, wheel mounted, tractor, 70 hp and over with or without attachments, trenching machine operator, winch on truck

GROUP 4 - Cable operated power shovels, draglines, clamshells, and backhoes, 5 cubic yards and under, concrete mixer over 1 cubic yard, concrete paver 34E or similar, concrete placement pumps, 8 inches and over, grade checker, hoist, 2 drums, hydraulic backhoe, 3/4 yds and over, loader, over 6 cubic yards, mechanic, mixer mobile, multiple unit portable crusher, with or without washer; piledriver, tractor with sideboom, roto-mill and similar, welder

GROUP 5 - Cable operated power shovels, draglines, clamshells and backhoes over 5 cubic yards, caisson drill Watson 2500 similar or larger, hoist 3 drum or more, mechanic - welder (heavy-duty)

GROUP 6 - Cableway, derrick, quad nine

push unit, wheel excavator, belt or elevating loader

GROUP 7 - tower cranes all types

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IRON0024F 08/01/2001

	Rates	Fringes
IRONWORKERS:		
ORNAMENTAL	21.00	7.36

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LABO0086A 05/01/2001

	Rates	Fringes
LABORERS:		
GROUP 1	11.75	3.64
GROUP 2	15.10	3.64
GROUP 3	15.60	3.64

LABORER CLASSIFICATIONS:

GROUP 1 - Janitors; Yardmen

GROUP 2 - including caissons to 8' carrying Reinforcing Rods; Dowel Bars; Fence Erectors; Fire Watchers on power plants and oil refineries; Gabion Basket and Reno mattresses; Signaling, Metal Mesh; pipe plants and yards; Shrubs and flowers; Stake Caser; Traffic Control Devices; Tie Bars and Chairs in Concrete; Paving; Waterproofing Concrete; Air, Gas, Hydraulic Tools and Electrical Tool Operators; Barco Hammers; Cutting Torches; drill; diamond and core drills; Core, diamond, air track including but not limited to; Joy, Mustang, PR-143, 220 Gardner-Denver, Hydrosonic, and water blaster operator; Chuck Tender; Electric hammers; Jackhammers; Hydraulic Jacks; Tampers; Air Tampers; Boring Machines; Air Hydraulic Boring machines; Automatic Concrete Power Curbing Machines; Concrete Processing Material; form setters; Highways, Streets, and Airports runways; Operators of concrete saws on pavement (other than gangsaws); Power operated Concrete Buggies; Hot Asphalt Labor; Asphalt Curb Machines; Paving Breakers; Transverse Concrete Conveyor Operator; Cofferdams; Boxtenders; Caisson 8' to 12'; Caisson Over 12'; Jackhammer Operators in Caissons over 12'; Labor applicable to Pipe coating or Wrapping; Pipe Wrappers, Plant and Yard; Relining Pipe; Hydroliner (a plastic may be used to waterproof); Pipelayer on Underground Bores; Sewer, Water, Gas, Oil and Telephone Conduit; Enamalers on Pipe, inside and out, Mechanical Grouters; Monitors; Jeep Holiday Detector Men; Pump Operators; Rakers; Vibrators; Hydro-broom, Mixer Man; Gunnite Nozzelmen; Shotcrete Operator; and chain saws, gas and electric; Sand Blaster; Licensed Powdermen; Powdermen and Blaster; Siphons; Signalmen; Dumpman/spotter; Grade Checker.



GROUP 3 - Plug and galleys in dams; Scalers; any work on or off Bridges 40' above the ground performed by Laborers working from a Bos'n Chair, Swing Stage, Life Belt, or Block and Tackle as a safety requirement

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LABO0086B 05/01/2001

	Rates	Fringes
LABORERS: (TUNNEL)		
GROUP 1	15.05	3.64
GROUP 2	15.95	3.64
GROUP 3	16.05	3.64
GROUP 4	17.15	3.64
GROUP 5	17.10	3.64

TUNNEL LABORER CLASSIFICATIONS:

GROUP 1 - Outside Laborer - Above ground  
 GROUP 2 - Minimum Tunnel Laborer, Dry Houseman  
 GROUP 3 - Cable or Hose Tenders, Chuck Tenders, Concrete Laborers, Dumpmen, Whirley Pump Operators

GROUP 4 - Tenders on Shotcrete, Gunning and Sand Blasting; Tenders, core and Diamond Drills; Pot Tenders

GROUP 5 - Collapsible Form Movers and Setters; Miners; Machine Men and Bit Grinders; Nippers; Powdermen and Blasters; Reinforcing Steel Setters; Timbermen (steel or wood tunnel support, including the placement of sheeting when required); and all Cutting and Welding that is incidental to the Miner's work; Tunnel Liner Plate Setters; Vibrator Men, Internal and External; Unloading, stopping and starting of Moran Agitator Cars; Diamond and Core Drill Operators; Shotcrete operator; Gunnite Nozzlemen; Sand Blaster; Pump Concrete Placement Men.

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LABO0086D 05/01/2001

	Rates	Fringes
LABORERS:		
Removal or encapsulation of Asbestos Material (including removal of asbestos from mechanical systems that are going to be scraped) and work involving the removal, handling, or dealing with toxic or hazardous waste	18.45	3.64

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TEAM0435A 05/01/2000

	Rates	Fringes
TRUCK DRIVERS:		
GROUP 1	14.21	5.27
GROUP 2	14.93	5.27

GROUP 3	15.27	5.27
GROUP 4	15.80	5.27
GROUP 5	16.45	5.27
GROUP 6	17.25	5.27

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 Sweeper Truck, Flat Rack Single Axle and Manhaul, Shuttle Truck or Bus.

GROUP 2 Dump Truck Driver to and including 6 cubic yards, Dump Truck Driver over 6 cubic yards to and including 14 cubic yards, Straddle Truck Driver, Liquid and Bulk Tankers Single Axle, Euclid Electric or Similar, Multipurpose Truck Specialty and Hoisting.

GROUP 3 Truck Driver Snow Plow.

GROUP 4 Cement Mixer Agitator Truck over 10 cubic yards to and including 15 cubic yards.

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

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# SPECTRUM

General Contractors, Inc.

5135 E. 38th Ave. - Denver, CO 80207

## PROJECT ESTIMATE SUMMARY

<b>PROJECT:</b> Broadway Terrace	<b>DRAWING REF:</b> 75% CD Drawings
<b>TITLE:</b>	
<b>LOCATION:</b> Civic Center Park	
<b>OWNER:</b> City and County of Denver	<b>Months Duration ("MO"):</b> 5
<b>ARCHITECT:</b> Mundus Bishop Design	
<b>ESTIMATOR:</b> Joel Sydlow & Charlie Simpson	<b>DATES:</b> ESTIMATED - October 19, 2010
<b>NOTE:</b> Based on 100% DD Drawings	<b>PRINTED -</b> 24-Nov-10 6:10 AM

DIV. #	DESCRIPTION	CURRENT (Revised) ESTIMATE		PRIOR (Original) EST.	
		TOTAL Estimate:	% of Total:	Revision Variance:	Original Estimate:
Div 1.1	General Conditions / Job Services	212,615	7.4%	10.0%	193,303
Div 1.9	Bldng. Permit / Fees / Insurance / Taxes	12,259	0.4%	0.0%	12,259
<b>TOTAL: Construction Management</b>		<b>\$224,874</b>	<b>7.8%</b>	<b>9.4%</b>	<b>\$205,562</b>
Div 2.0	Sitework / Utility Install	849,662	29.6%	18.3%	718,111
Div 2.1	Demolition	22,812	0.8%	0.0%	22,812
Div 2.2	Asbestos / Hazardous Material Abatement	0	0.0%	0.0%	0
Div 2.3	Site Structure / Parking Structure	0	0.0%	0.0%	0
Div 3.0	Concrete	517,386	18.1%	1.8%	508,126
Div 4.0	Masonry	611,085	21.3%	5.9%	577,162
Div 5.0	Steel / Metals	0	0.0%	0.0%	0
Div 6.0	Rough Carpentry	0	0.0%	0.0%	0
Div 6.2	Finish Carpentry / Millwork	0	0.0%	0.0%	0
Div 7.0	Roof / Thermal Systems	0	0.0%	0.0%	0
Div 8.0	Doors / Windows	0	0.0%	0.0%	0
Div 9.0	Finishes	46,060	1.6%	-20.2%	57,685
Div 10.0	Specialties	0	0.0%	0.0%	0
Div 11.0	Appliances	0	0.0%	0.0%	0
Div 12.0	Furnishings	0	0.0%	0.0%	0
Div 14.0	Elevator	0	0.0%	0.0%	0
Div 15.1	Plumbing	203,200	7.1%	42.3%	142,600
Div 15.3	Heat / Vent / Cool	0	0.0%	0.0%	0
Div 15.4	Fire Sprinkler	0	0.0%	0.0%	0
Div 16.0	Electrical	52,136	1.8%	17.7%	44,301
<b>TOTAL: Divisions 2-16</b>		<b>2,302,341</b>	<b>80.3%</b>	<b>11.2%</b>	<b>\$2,070,997</b>
<b>COMBINED TOTAL: Divisions 1-16</b>		<b>\$2,527,215</b>	<b>88.2%</b>	<b>11.0%</b>	<b>\$2,276,559</b>
Div 70.0	Construction Contingency	126,361	4.4%	11.0%	113,828
Div 80.0	Contractor's Fee	92,875	3.2%	11.0%	83,664
<b>CONTRACTOR'S TOTAL:</b>		<b>\$2,746,451</b>	<b>96%</b>	<b>11.0%</b>	<b>\$2,474,050</b>
Other Inclusions		119,887	4.18%	5.5%	113,672
<b>TOTAL CONSTRUCTION</b>		<b>\$2,866,338</b>	<b>100%</b>	<b>10.8%</b>	<b>\$2,587,723</b>

Spectrum's assumptions, references, qualifications, and allowances in this Estimate are included herein. This includes the attached 'Detail' worksheets and the 'Estimate Notes'.



ITEM NO.	DESCRIPTION	BUDGET				REVISIONS				REVISIONS			
		QTY	UNIT	AMOUNT	TOTAL	QTY	UNIT	AMOUNT	TOTAL	QTY	UNIT	AMOUNT	TOTAL
01.01	EMPOWERS UNDER PROTECTION	0		0	0	0		0	0	0		0	0
01.02	TRANSPLANT TREES ON THE	0		0	0	0		0	0	0		0	0
01.03	INSTALLATION OF BOLLARDS	0		0	0	0		0	0	0		0	0
01.04	TRUCKS	0		0	0	0		0	0	0		0	0
01.05	CONCRETE	0		0	0	0		0	0	0		0	0
01.06	PAVING	0		0	0	0		0	0	0		0	0
01.07	LANDSCAPING	0		0	0	0		0	0	0		0	0
01.08	CONCRETE	0		0	0	0		0	0	0		0	0
01.09	PAVING	0		0	0	0		0	0	0		0	0
01.10	CONCRETE	0		0	0	0		0	0	0		0	0
01.11	PAVING	0		0	0	0		0	0	0		0	0
01.12	CONCRETE	0		0	0	0		0	0	0		0	0
01.13	PAVING	0		0	0	0		0	0	0		0	0
01.14	CONCRETE	0		0	0	0		0	0	0		0	0
01.15	PAVING	0		0	0	0		0	0	0		0	0
01.16	CONCRETE	0		0	0	0		0	0	0		0	0
01.17	PAVING	0		0	0	0		0	0	0		0	0
01.18	CONCRETE	0		0	0	0		0	0	0		0	0
01.19	PAVING	0		0	0	0		0	0	0		0	0
01.20	CONCRETE	0		0	0	0		0	0	0		0	0
01.21	PAVING	0		0	0	0		0	0	0		0	0
01.22	CONCRETE	0		0	0	0		0	0	0		0	0
01.23	PAVING	0		0	0	0		0	0	0		0	0
01.24	CONCRETE	0		0	0	0		0	0	0		0	0
01.25	PAVING	0		0	0	0		0	0	0		0	0
01.26	CONCRETE	0		0	0	0		0	0	0		0	0
01.27	PAVING	0		0	0	0		0	0	0		0	0
01.28	CONCRETE	0		0	0	0		0	0	0		0	0
01.29	PAVING	0		0	0	0		0	0	0		0	0
01.30	CONCRETE	0		0	0	0		0	0	0		0	0
01.31	PAVING	0		0	0	0		0	0	0		0	0
01.32	CONCRETE	0		0	0	0		0	0	0		0	0
01.33	PAVING	0		0	0	0		0	0	0		0	0
01.34	CONCRETE	0		0	0	0		0	0	0		0	0
01.35	PAVING	0		0	0	0		0	0	0		0	0
01.36	CONCRETE	0		0	0	0		0	0	0		0	0
01.37	PAVING	0		0	0	0		0	0	0		0	0
01.38	CONCRETE	0		0	0	0		0	0	0		0	0
01.39	PAVING	0		0	0	0		0	0	0		0	0
01.40	CONCRETE	0		0	0	0		0	0	0		0	0
01.41	PAVING	0		0	0	0		0	0	0		0	0
01.42	CONCRETE	0		0	0	0		0	0	0		0	0
01.43	PAVING	0		0	0	0		0	0	0		0	0
01.44	CONCRETE	0		0	0	0		0	0	0		0	0
01.45	PAVING	0		0	0	0		0	0	0		0	0
01.46	CONCRETE	0		0	0	0		0	0	0		0	0
01.47	PAVING	0		0	0	0		0	0	0		0	0
01.48	CONCRETE	0		0	0	0		0	0	0		0	0
01.49	PAVING	0		0	0	0		0	0	0		0	0
01.50	CONCRETE	0		0	0	0		0	0	0		0	0
01.51	PAVING	0		0	0	0		0	0	0		0	0
01.52	CONCRETE	0		0	0	0		0	0	0		0	0
01.53	PAVING	0		0	0	0		0	0	0		0	0
01.54	CONCRETE	0		0	0	0		0	0	0		0	0
01.55	PAVING	0		0	0	0		0	0	0		0	0
01.56	CONCRETE	0		0	0	0		0	0	0		0	0
01.57	PAVING	0		0	0	0		0	0	0		0	0
01.58	CONCRETE	0		0	0	0		0	0	0		0	0
01.59	PAVING	0		0	0	0		0	0	0		0	0
01.60	CONCRETE	0		0	0	0		0	0	0		0	0
01.61	PAVING	0		0	0	0		0	0	0		0	0
01.62	CONCRETE	0		0	0	0		0	0	0		0	0
01.63	PAVING	0		0	0	0		0	0	0		0	0
01.64	CONCRETE	0		0	0	0		0	0	0		0	0
01.65	PAVING	0		0	0	0		0	0	0		0	0
01.66	CONCRETE	0		0	0	0		0	0	0		0	0
01.67	PAVING	0		0	0	0		0	0	0		0	0
01.68	CONCRETE	0		0	0	0		0	0	0		0	0
01.69	PAVING	0		0	0	0		0	0	0		0	0
01.70	CONCRETE	0		0	0	0		0	0	0		0	0
01.71	PAVING	0		0	0	0		0	0	0		0	0
01.72	CONCRETE	0		0	0	0		0	0	0		0	0
01.73	PAVING	0		0	0	0		0	0	0		0	0
01.74	CONCRETE	0		0	0	0		0	0	0		0	0
01.75	PAVING	0		0	0	0		0	0	0		0	0
01.76	CONCRETE	0		0	0	0		0	0	0		0	0
01.77	PAVING	0		0	0	0		0	0	0		0	0
01.78	CONCRETE	0		0	0	0		0	0	0		0	0
01.79	PAVING	0		0	0	0		0	0	0		0	0
01.80	CONCRETE	0		0	0	0		0	0	0		0	0
01.81	PAVING	0		0	0	0		0	0	0		0	0
01.82	CONCRETE	0		0	0	0		0	0	0		0	0
01.83	PAVING	0		0	0	0		0	0	0		0	0
01.84	CONCRETE	0		0	0	0		0	0	0		0	0
01.85	PAVING	0		0	0	0		0	0	0		0	0
01.86	CONCRETE	0		0	0	0		0	0	0		0	0
01.87	PAVING	0		0	0	0		0	0	0		0	0
01.88	CONCRETE	0		0	0	0		0	0	0		0	0
01.89	PAVING	0		0	0	0		0	0	0		0	0
01.90	CONCRETE	0		0	0	0		0	0	0		0	0
01.91	PAVING	0		0	0	0		0	0	0		0	0
01.92	CONCRETE	0		0	0	0		0	0	0		0	0
01.93	PAVING	0		0	0	0		0	0	0		0	0
01.94	CONCRETE	0		0	0	0		0	0	0		0	0
01.95	PAVING	0		0	0	0		0	0	0		0	0
01.96	CONCRETE	0		0	0	0		0	0	0		0	0
01.97	PAVING	0		0	0	0		0	0	0		0	0
01.98	CONCRETE	0		0	0	0		0	0	0		0	0
01.99	PAVING	0		0	0	0		0	0	0		0	0
02.00	CONCRETE	0		0	0	0		0	0	0		0	0





Exhibit N

CITY AND COUNTY OF DENVER  
DEPARTMENT OF PUBLIC WORKS

SPECIAL CONTRACT CONDITIONS

SC-1 CONSTRUCTION SPECIFICATIONS

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

City and County of Denver:

*Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS,*

(The Index for which is bound herein and commonly referred to as the "Orange Book")  
(1999 Edition)

*Transportation Standards and Details for the Engineering Division*

*City and County of Denver Traffic Standard Drawings*

Wastewater Management Division

– *Standard Detail Drawings*

– *Storm Drainage and Sanitary Sewer Construction Detail and Technical Specifications*

Colorado Department of Transportation:

*Standard Specifications for Road and Bridge Construction*  
(Sections 200 through 700 of the 2005 Edition)

Federal Highway Administration:

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

Building & Fire Codes:

*Building Code of the City and County of Denver*  
(International Building Code 2006 Series, City and County of Denver Amendments 2006)

*National Fire Protection Association Standards*

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



The aforementioned City and County of Denver documents are available for review at the Capital Projects Management Office, 201 W. Colfax Ave., Dept. 506, (5<sup>th</sup> floor), Denver, CO 80202. The *Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS* is available for purchase at the Cashier, 2<sup>nd</sup> floor at 201 W. Colfax Ave., Denver, Colorado 80202. *Transportation Standards and Details for the Engineering Division* and the *Wastewater Management Division – Standard Detail Drawings*, are available at <http://www.denvergov.org>.

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

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

#### **SC-2 CITY DELEGATION OF AUTHORITY**

With reference to General Contract Condition 109, DEPUTY MANAGER, General Contract Condition 206, ENGINEERING DIVISION and General Contract Condition 214, CITY’S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Manager hereby designates the City Engineer as the City official responsible for those certain actions and decisions designated as the responsibility of the Deputy Manager under the General Conditions and delegates to the City Engineer the authority necessary to undertake those responsibilities under this Contract. The Director shall have supervisory responsibility over the Project Manager. Additionally, Contractor questions concerning the Plans and Technical Specifications shall be directed to:

**Denver Department of Public Works / Engineering Division,**

Project Manager  
Doug Wagner  
6774

Telephone  
(303) 883-

#### **SC-3 CONTRACT AMOUNT; BID PRICE, GUARANTEED MAXIMUM PRICE**

General Condition 103, CONTRACT AMOUNT, is hereby deleted in its entirety and replaced with the following:

"Contract Amount," "Bid Price," "Bid Amount," or "Maximum Contract Amount" means the Guaranteed Maximum Price ("GMP") under the Contract.

In the General Conditions, the phrases "provided to the City at no cost," "at no cost to the City," "cost . . . shall be borne by the Contractor," "costs shall be reimbursed by the Contractor," "at the expense of the Contractor," "Contractor shall bear any and all costs," and "Contractor shall bear any and all additional costs," mean that the costs in question are to be included as a Cost of the Work without any increase to the Guaranteed Maximum Price. Also, whenever a General Condition states that the Contractor shall be required to take any action, or responsible for any action or thing, it means that such requirements and responsibilities are included as a Cost of the Work without any increase to the Guaranteed Maximum Price, unless there is a specific statement to the contrary as to any such requirement or responsibility.

**SC-4 TIME OF BIDDING; TIME OF CONTRACTING**

In the General Conditions, the words "time of bidding," "bidding," and the like, shall mean the time when the Contract is signed.

**SC-5 CONTRACT DOCUMENTS**

General Condition 104 CONTRACT DOCUMENTS is hereby deleted in its entirety and replaced with the following:

"The Contract Documents" consist of the documents which are listed in the Contract Form.

**SC-6 CONTRACT TIME**

General Condition 105 CONTRACT TIME is hereby deleted in its entirety and replaced with the following:

"Contract Time" is the time specified in the Contract within which the Contractor is required to substantially complete the Work. Substantial Completion shall occur prior to Final Completion. The Contract Documents may require completion on or before a certain specified date.

**SC-7 DEPUTY MANAGER/CITY ENGINEER**

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 Manager and exercises supervisory responsibility in the City agency defined in Title 2 herein that is responsible for the Project. The Manager 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.

**SC-8 SUBCONTRACTOR**

General Condition 118, SUBCONTRACTOR, is hereby amended by adding a new final sentence to read as follows:

“Subcontractor” may also mean the Contractor pursuant to a subcontract for lump-sum self-performed work, as authorized in the Contract Form.

**SC-9 WORK**

General Condition 121 WORK is hereby deleted in its entirety and replaced with the following:

The terms “Scope of Work” or “Work” as used herein shall mean all Preconstruction and Construction Phase services required by or inferable from the Contract Documents, whether completed or partially completed, and includes all other labor, management, administration, supervision, materials, supplies, manufactured components, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

**SC-10 SMALL BUSINESS ENTERPRISE (SBE)**

In a March 7, 2000 opinion and order of the United States District Court for the District of Colorado, all terms, provisions and requirements relating to the implementation and enforcement of Article III, Divisions I and III, of Chapter 28 of the Denver Revised Municipal Code, (the “MBE/WBE Requirements”) in effect as of the adoption of the General Conditions in 1999 were held invalid, and they are hereby deleted. All such terms, provisions and requirements in the General Conditions are hereby replaced with references to the following later-enacted ordinances:

- Denver Revised Municipal Code, Chapter 28 Article III, Division 1 (Sections 28-31 to 28-36) (establishment of Small Business Opportunity Division, “DSBO”);
- Denver Revised Municipal Code, Chapter 28 Article III, Division 3 (Sections 28-52 to 28-83) (the “MBE/WBE Requirements”); and
- Denver Revised Municipal Code, Chapter 28, Article VII (Sections 28-201 to 28-234) (the “SBE Requirements”).

Such revised provisions of the General Conditions include, without limitation, General Contract Condition 210.

**SC-11 ENGINEERING DIVISION / CITY ENGINEER**

General Condition 206, TRANSPORTATION DIVISION, is hereby deleted in its entirety and replaced with the following:

The Engineering Division is a unit of the Department of Public Works and is supervised by the City Engineer, who is subordinate to the Manager of Public Works. This Division is responsible for the planning, design, construction, operation and maintenance of all of the City's transportation facilities and the planning, design and construction of all of the City's wastewater facilities, except for the City's Municipal Airport System. All other references to the Transportation Division or the Deputy Manager of Public Works for Transportation are deleted and replaced with references to the Engineering Division and City Engineer, respectively.

**SC-12 WASTEWATER MANAGEMENT DIVISION**

General Condition Section 208, WASTEWATER MANAGEMENT DIVISION, is hereby deleted in its entirety and replaced with the following:

The Wastewater Management Division is a unit of the Department of Public Works and is supervised by the Deputy Manager of Public Works for Wastewater Management, who is subordinate to the Manager of Public Works. This Division is responsible for the operation and maintenance of the City's wastewater facilities.

**SC-13 ZONING**

General Condition 209 ZONING ADMINISTRATION is hereby deleted in its entirety and replaced with the following:

The Community Planning and Development Agency ("Zoning") is the City agency which reviews site plans and parking arrangements which are not located within the City's Municipal Airport System for compliance with ordinance requirements. It is necessary to acquire Zoning's approval prior to the release of most building permits. The Contractor must obtain a permit from Zoning to allow storage of the Contractor's equipment, trailers, or materials at a location at or near a construction site, if such location is not within the City's Municipal Airport System. Certificates of Occupancy must be signed by an authorized representative of Zoning prior to their release by the Building Inspection Division. Fee information is available from Zoning. Approvals hereunder are granted or denied in the sole discretion of Zoning.

**SC-14 DIVISION OF SMALL BUSINESS OPPORTUNITY**

General Condition 210 MAYOR'S OFFICE OF CONTRACT COMPLIANCE is hereby deleted in its entirety and replaced with the following:

The Director of the Division of Small Business Opportunity ("DSBO") or persons under the Director's administrative control will review the employment practices of the Contractor and the utilization by the Contractor of Small Business Enterprises (SBE), Minority and Women Business Enterprises (M/WBE) or Disadvantaged Business Enterprises (DBE), as applicable, at all levels of Subcontractors and Suppliers in connection with Work performed under the Contract. The reviews will be made to determine whether or not all applicable rules, regulations, ordinances, and laws governing equal employment opportunity, affirmative action programs and SBE, M/WBE, or DBE requirements are complied with. This Office is an independent City agency. All references in these General Conditions to the Mayor's Office of Contract Compliance shall mean DSBO.

**SC-15 CITY AUDITOR AND MANAGER OF FINANCE**

General Condition 211 CITY AUDITOR is hereby deleted in its entirety and replaced with the following:

The City Auditor, an independent elected official, reviews certified payrolls for compliance with prevailing wage requirements before payment is made to the Contractor. The City's Manager of Finance pays the Contractor for Work approved under the Contract.

**SC-16 MANAGER OF REVENUE; MANAGER OF FINANCE**

All references in the General Conditions to the City's "Manager of Revenue" shall mean the City's "Manager of Finance."

**SC-17 CONSIDERATION (CONTRACTOR'S PROMISE OF PERFORMANCE)**

General Condition 301 CONSIDERATION (CONTRACTOR'S PROMISE OF PERFORMANCE) is hereby deleted in its entirety and replaced with the following:

1. The Contractor promises to perform the Work or cause the Work to be performed in a manner which is in compliance with the requirements of the Contract Documents.
2. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, temporary construction easements, permits and other facilities and services, necessary for the proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated

into the Work.

3. The Contractor shall supervise and direct the Work of its Subcontractors and coordinate the Work with the activities and responsibilities of the Project Manager and the Design Consultant to complete the Project in accordance with the City's objectives of cost, time and quality. The Contractor shall establish on-site organization and lines of authority in order to carry out the overall plans of the Construction Team. The Contractor shall schedule and conduct weekly progress meetings at which the Project Manager, the Design Consultant and the Contractor can jointly discuss such matters as procedures, progress and problems.
4. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction means, methods, safety techniques, sequences and procedures and shall coordinate all portions of the Work under the Contract Documents. The Contractor shall be responsible to the City for the acts and omissions of the Contractor's Personnel and all Subcontractors. The Contractor shall not be relieved from its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Designer in relation to the Construction Contract, or by inspections, tests or approvals required or performed by persons other than the Contractor.

#### **SC-18 WORKING HOURS AND SCHEDULE**

General Condition 306 WORKING HOURS AND SCHEDULE is hereby deleted in its entirety and replaced with the following:

1. Work shall normally not be done on Saturdays, Sundays, City observed holidays, or outside of the daytime working hours which may be specified in the Special Conditions, except for such work as may be necessary for proper care, maintenance, and protection of Work already done, or in cases when the Work would be endangered or when hazard to life or property would result. The Contractor shall comply with Denver's noise control ordinance during all working hours.
- 2.. If the Contractor believes it may be necessary to work on Saturdays, Sundays, holidays, or at night, the Contractor shall make prior arrangements with the Project Manager and receive written approval at least twenty-four (24) hours before such work period so that proper inspection and engineering services can be provided. Such approval may be revoked by the Project Manager if the Contractor fails to maintain adequate equipment and lighting at

night for the proper prosecution, control and inspection of the Work. If Work is done outside of approved working hours, and the Project Manager has not assigned inspectors to the Work, the Work performed during those periods of time may be declared defective solely on the grounds that it was not properly inspected.

3. The Contractor shall schedule and coordinate the performance of all of its Subcontractors and Suppliers, including their use of the Work site. The Contractor shall keep the Subcontractors and Suppliers informed of the Project construction schedule to enable the Subcontractors and Suppliers to plan and perform their work properly.
4. The Contractor shall submit, with the GMP Proposal, a construction schedule which shall provide for the expeditious and practicable execution of the Work. Such construction schedule shall be in a Critical Path Method (CPM) format or such other format approved by the Project Manager. This Schedule shall be considered, upon City acceptance, the baseline schedule for the Project. A Critical Path Method schedule shall be required in any event for any Contractor Change Request pursuant to G.C. 1103.4 and any resulting claim. The receipt of the schedule by the Project Manager shall in no way constitute acceptance of the Contractor's anticipated schedule of construction activities. The schedule will be reviewed for comment by the Project Manager. The Project Manager's review and comment on the schedule shall not constitute approval or acceptance thereof by the City.
5. The Critical Path Method schedule shall provide reasonable detail as described in the Technical Specifications and shall include a time scaled network and computer printout. Additionally, float or slack is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any activities in the schedule. Float or slack is not time for the exclusive use or benefit of either the Contractor or the City.
6. The Contractor shall, once a month, submit a progress report and an updated schedule in a form acceptable to the Project Manager.

**SC-19 CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS  
ISSUED TO THE CONTRACTOR**

General Condition 403, CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS ISSUED TO THE CONTRACTOR, is hereby deleted in its entirety and replaced by the following:

1. The Contractor may request additional copies of the Contract

Drawings and Technical Specifications. There is no limit on the number of sets of such Drawings and Specifications which the Contractor may obtain to use in performing the Work. However, the City will provide a maximum of six (6) sets of such Drawings and Specifications to the Contractor at no charge, and the Contractor shall purchase all sets it wishes to obtain in excess of six (6). In the alternative, and at the City's sole option, the City may provide the Contractor with an electronic copy of the Contract Drawings and Technical Specifications.

2. One of the sets of Contract Drawings and Technical Specifications which is provided to the Contractor at no charge, must be maintained in good condition at the Work site for the purpose of recording "as-built" conditions in order to develop a record of the construction of the Work. On this set, the Contractor shall daily record all changes and deviations in a neat and legible manner. Any deviation between Contract Drawings and Technical Specifications and the Work actually done, no matter how insignificant, must be recorded. Of special concern is that all underground utility structures encountered in performing the Work be correctly located on such Drawings by means of physical ties or dimensions to permanent monuments or structures. When the Work is completed, the Contractor shall deliver this single set of Contract Drawings and Technical Specifications to the Project Manager. These Drawings must be submitted to and approved by the Project Manager before final payment can be made.
3. The Contract Documents provided to the Contractor must be provided in identical form, by the Contractor, to its Subcontractors and Suppliers.

#### **SC-20 SUBCONTRACTOR ACCEPTANCE**

General Condition 502, SUBCONTRACTOR ACCEPTANCE, is hereby deleted in its entirety and replaced by the following:

1. Except as provided in the City's Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE), or Minority and Women Business Enterprise (M/WBE) contracting requirements, the City recognizes that prior to bidding, the bidder may not have been able to negotiate for all portions of the Work which the bidder proposes to subcontract. The City will, therefore, permit the successful bidder to propose additional Subcontractor(s) at any time during the Contract period provided, however, that any limitation on subcontracting has not been exceeded, and that all such SBE, DBE, or M/WBE requirements are adhered to, including, if applicable, the Contractor's SBE or M/WBE Compliance Plan. If the proposed Subcontractor(s) are acceptable



and the City, by letter to the Contractor, approves of the Subcontractor(s), the Contractor may enter into agreements with these parties. If any proposed Subcontractor(s) are not acceptable to the City, the Contractor must submit for City approval the names of substitute Subcontractors.

2. Each Subcontractor which the Contractor expects to perform Work must be accepted in writing by the Project Manager before the Subcontractor begins work. The acceptance or rejection of any proposed Subcontractor shall be at the Project Manager's sole discretion. The reasons the Project Manager may use for not accepting a Subcontractor include, but are not limited to, the following:
  - A. Default on a contract within the last five (5) years.
  - B. Default on a contract which required that a surety complete the contract under payment or performance bonds issued by the surety.
  - C. Debarment within the last five (5) years by a public entity or any organization which has formal debarment proceedings.
  - D. Significant or repeated violations of Federal Safety Regulations (OSHA).
  - E. Failure to have the specific qualifications listed in the Contract Documents for the work that the Subcontractor will perform.
  - F. Failure to have the required City or Colorado licenses to perform the work described in the subcontract.
  - G. Failure to pay workers the proper wage and benefits or to pay suppliers or subcontractors with reasonable promptness within the last five (5) years.
  - H. Conviction, plea of nolo contendere, entry into a formal agreement admitting guilt or entry of a plea of guilty or otherwise admitting culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, anti-trust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Subcontractor's business, on the part of Subcontractor's principal owners, officers, or employees, within the last

five (5) years.

- I. Failure to pay taxes or fees to the City.
  - J. Evidence that the Subcontractor was selected by the Contractor through the process of bid shopping, dishonesty or buyout.
3. The Contractor shall submit a statement signed by an officer or principal of the Contractor certifying that the Contractor has investigated the qualifications and background of each proposed Subcontractor and certifying under oath that, to the best of his or her knowledge, none of the bases for rejection listed above exist. In lieu of this certification, the Contractor may identify, for each proposed Subcontractor, any of the issues listed above applicable to that Subcontractor and attach to that statement a list of all judicial and administrative proceedings in the last five (5) years in which any proposed Subcontractor is or was a party, the proceedings involving any of the issues listed above or in which any proposed Subcontractor filed for bankruptcy.
  4. This Title 5 does not create, and shall not be interpreted as creating, any contractual relationship or privity of contract between the City and any Subcontractor. The acceptance or rejection of a proposed Subcontractor shall not create in that Subcontractor a right to any subcontract nor shall said acceptance or rejection relieve the Contractor of its responsibilities for the work of any Subcontractor.

#### **SC-21 PAYMENT PROCEDURE**

General Condition 902, PAYMENT PROCEDURE, is hereby deleted in its entirety and replaced by the following:

1. Payment to the Contractor shall occur as set out in this G.C. 902 if the proper payment procedure is followed.
2. The Contractor shall submit a complete application for payment on the day of each month designated in writing by the Project Manager. The application for payment shall be submitted on the form and in the format required by the Project Manager. The City shall pay each Cost of the Work certified as having been incurred by the Contractor (to the extent approved by the City) and proportionate Fee as of the last day of the payment period covered by such application, less retainage and amounts to be withheld by the City as provided herein and to the extent such application for payment is not disapproved for payment by the City under GC

906.13. Retainage shall be governed by GC 908.

3. The designated City representative will review the application and either recommend to the Deputy Manager such amounts as reasonably determined are due or notify the Contractor in writing of the reasons for withholding approval. The application for payment, when recommended by the Project Manager and signed by the appropriate City officials, establishes the total amount due the Contractor under a particular pay application. From this amount the sums to be withheld are deducted. The City Auditor reviews the certified payrolls related to the pay application. This application is then forwarded to the Manager of Finance for payment. The Manager of Finance will pay the Contractor upon approval of the payment application and all certified payrolls.
4. All applications for progress payments, except the final application, shall be subject to correction on subsequent applications, following the discovery of error.

#### **SC-22 SCHEDULE OF VALUES FOR LUMP SUM SUBCONTRACTS**

Special Condition 903, SCHEDULE OF VALUES FOR LUMP SUM CONTRACTS, is hereby deleted in its entirety and replaced by the following:

1. The Contractor shall furnish to the Project Manager, for review and approval, a Schedule of Values for lump sum subcontracts, in such detail as the Project Manager shall request, no later than thirty (30) Days prior to the issuance of the first pay application. The Schedule of Values shall show the amount included for each principal category of work and shall be in proper balance. No pay application shall be submitted until the submitted Schedule of Values is approved in writing by the Project Manager.
2. Should the City issue a Change Order that decreases or increases the Contract Amount, the Schedule of Values shall be modified to reflect the amount of such decrease or increase and resubmitted to the Project Manager at least fifteen (15) Days prior to the pay application reflecting such increase or decrease.

#### **SC-23 APPLICATIONS FOR PAYMENT**

General Condition 906, APPLICATIONS FOR PAYMENT, is hereby deleted in its entirety and replaced by the following:

1. Each complete application shall contain a list of Subcontractor and material invoices. If requested by the City, the Contractor will

furnish the City with invoices shown on the lists which accompany any application for payment.

2. Application for payment shall be based on approved Cost of the Work items incurred, completed and/or certified by the Contractor. The application shall specify the Cost of the Work so certified as having been incurred by the Contractor for Work performed during the preceding period. The Contractor's Fee shall be paid based on the actual Cost of Work items incurred. Each application for payment shall also be accompanied by a written schedule of values which sets out the Cost of the Work for the Project together with the Contractor's accounting of the percentage of completion of each line item of Cost of the Work of which the City is liable to pay the Contractor.
3. The Contractor shall certify in writing with each application for payment that to its knowledge the Project will be completed at a cost within the Guaranteed Maximum Price, as modified by change orders, and shall identify with reasonable particularity any circumstances which could result in the total cost to the Contractor (including Fee) in completing the Project exceeding the Guaranteed Maximum Price.
4. Each application for payment shall be accompanied by releases and lien waivers from all subcontractors and major suppliers for the previous month's payment, in the form acceptable to the City and with content acceptable to the City and shall also provide all information required in GC 1004.
5. Each application for payment for materials or equipment stored on or off the Project site shall be accompanied by bills of sale to establish the City's title to such material or equipment free and clear of liens and encumbrances; evidence of property insurance covering such materials or equipment; evidence, as to material and equipment stored off the Project site, that the same have been properly labeled as the City's property and segregated from the vendor's other inventory; and, if required by the City, contracts and financing statements sufficient to create a security interest in favor of the City in materials or equipment stored off the Project site which remain in the possession of the vendor of such materials or equipment.
6. Each progress payment application shall show each Subcontractor or Supplier participating in the Work completed during the previous progress period and the dollar amount of such participation. The Contractor will assure that the Subcontractors

and/or Suppliers are filing for and are being paid for only the value of materials and services delivered and performed upon or incurred for the Project and that the Subcontractors and/or Suppliers are not over-billing for the effort performed. The Contractor shall, prior to or with the submission of each application for payment, furnish to the City proper evidence accounting for the distribution to Subcontractors and/or Suppliers of funds received under prior applications together with proper releases and waiver, in form and content acceptable to the City, obtained in connection therewith.

7. If the Contractor disputes a Subcontractor's or Supplier's entitlement to a portion of the previous progress payment, the Contractor shall submit to the City copies of any written communication from the Contractor to such Subcontractor or Supplier explaining the Contractor's determination not to render payment to such Subcontractor or Supplier, together with proof of service of such written communication upon such Subcontractor or Supplier.
8. Each application for payment shall be signed. Such signed application for payment shall constitute a representation by the Contractor to the City that the Work has progressed to the point indicated; that the quality of the Work covered by the estimate is in accordance with the Contract Documents; that each obligation covered by the payment application has been properly incurred, is a proper charge and has not been the basis of any previous application (except as otherwise noted); that the money received as a result of the application will be used to discharge the Contractor's obligations under the Contract; and that the Contractor is entitled to payment in the amount requested. The Project Manager or the Design Consultant, as appropriate, must also verify and certify the estimate of Work completed prior to any acceptance by the City.
9. By submitting an application for payment, the Contractor warrants that: (i) the title to the Work covered by an application for payment will pass to the City upon receipt of payment by the Contractor; (ii) the Work covered by previous payment applications is free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens", except for any interest created by retainage; and (iii) no Work covered by an application for payment is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or any other person or entity.
10. The Contractor shall not include in its application for payment any

billing for defective Work or for work performed by Subcontractors or Suppliers if it does not intend to pay the Subcontractors or Suppliers for such work.

11. Approval of an application for payment of Work completed or actual payment by the City shall not foreclose the right of the City to examine the books and records of the Contractor to determine the correctness and accuracy of any item.
12. Should the City decline or fail to approve for payment any items of the Contractor's Fee, the Cost of the Work, or any other item shown on an application for payment, the City shall notify the Contractor in writing, setting forth the reasons for such action. The City shall pay that portion of each payment application which is not disapproved in writing by the City.
13. No progress payment or partial or entire use or occupancy of the Project by the City shall constitute an acceptance of Work not in accordance with the Contract Documents.

#### SC-24 RETAINAGE

General Condition 908, RETAINAGE, is hereby deleted in its entirety and replaced by the following:

1. The City shall deduct and retain a total of ten percent (10%) from the total amount of approved applications for payment, including Change Orders. After fifty percent (50%) of the total Contract Amount (including Change Orders) has been approved for payment and that percentage of the Work is satisfactorily accomplished, the Manager may, upon written request from the Contractor and in his sole discretion, elect to reduce the amount deducted and retained from future progress payments, provided however, that in no event shall the amount retained be less than a total of five percent (5%) of the total Contract Amount, including Change Orders. Notwithstanding the foregoing, the Manager may elect to reinstate the withholding of up to ten percent (10%) of the total Contract Amount, including Change Orders plus the amount of any outstanding claims, at any time he deems it in the best interests of the City. The City may also deduct in addition to retainage as stated above, the additional amount(s) of any and all outstanding claims pursuant to CRS §38-26-107 from each approved application for payment.
2. After ninety-five percent (95%) of the Work has been satisfactorily accomplished by the Contractor, the Manager of Public Works, in his sole discretion, may decrease the retained amount to a level

which is no less than twice the value of the estimate of remaining Work. Upon mutual agreement between the City and the Contractor, however, a Subcontractor's retainage may be released to that Subcontractor when the Subcontractor's work is 100% complete and accepted by the City and the Contractor.

3. Execution of the Contract by the Contractor shall constitute a waiver by the Contractor to claim any right of payment of interest upon any such retained funds, or to claim any right of payment of interest upon funds withheld under the provisions of CRS §38-26-107.
4. Substitution of securities in lieu of retainage, pursuant to CRS §24-91-101, et seq, is authorized for Contracts let through the Department of Public Works. Should the Contractor desire to substitute securities in lieu of retainage, specific provisions must be made through and accepted by the Manager and the City Attorney.

#### **SC-25 DISCOUNTS, REBATES AND REFUNDS**

Cash discounts obtained on payments made by the Contractor shall accrue to the City if (1) before making the payment, the Contractor included them in an Application for Payment and received payment therefor from the City, or (2) the City has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the City, and the Contractor shall make provisions so that they can be secured. Amounts which accrue to the City herein shall be credited to the City as a deduction from the Cost of the Work.

#### **SC-26 REPORTING WAGES PAID**

General Condition 1004, REPORTING WAGES PAID, is hereby deleted in its entirety and replaced by the following:

1. The Contractor and its Subcontractors who are performing work that is covered by DRMC §20-76 or other controlling law shall furnish to the City, for each week during which workers are employed under the Contract, copies of the payroll records of all such workers. These payroll records shall contain information showing the name, social security number, and wage classification of each worker, the number of hours worked by each worker, the hourly rate of pay of each worker, the shift(s) and hours worked, the check number of funds paid for each worker, the itemized deductions made from the pay of each worker, and the gross and

net amount of pay received by each worker for the week. Upon request, the Contractor shall provide other documentation deemed necessary by the City. All copies of the payroll records shall be accompanied by sworn statements of the Contractor and Subcontractors that: the copies are true and correct and are the payroll records of all mechanics, workers, and laborers employed under the Contract; the payments were made to the workers as stated in the payroll records; and no deductions were made other than those set forth in the payroll records.

2. The original of these payroll records shall be transmitted to the City Auditor. If required by the City Auditor, the Contractor will submit certified payroll information electronically on a system specified by the Auditor at no cost to the City.

#### **SC-27 WAGE RATE REQUIREMENTS**

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

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

Without limiting the foregoing, the work of drayage shall include all work performed by drivers and workers in connection with the hauling and transport of materials and debris to and from the work site, where such work is part of any continuous hauling or transport effort either originating or terminating directly upon the site of the work. Such drivers and workers shall be paid at the then-current prevailing wage rates designated: TRUCK DRIVER, HEAVY AND HIGHWAY CONSTRUCTION PROJECTS, Prevailing Rate Schedule, for all time spent loading, hauling and unloading materials and debris, regardless of the location of such work.

The **Heavy and Highway Construction Category** shall apply to all work outside any building footprint and building exterior, including but not limited to demolition, excavation, civil, site utilities, mechanically stabilized earth, shotcrete, rock bolting, paving, concrete, masonry, stone, landscaping, fencing etc.

The **Building Construction Category** shall apply to all work inside the



building footprint and building exterior including but not limited to earthwork, concrete, waterproofing, steel, miscellaneous metals, masonry, stone, mechanical, electrical, plumbing, drywall, painting, and roofing.

**SC-28 ADJUSTMENT OF CONTRACT AMOUNT**

General Condition 1104, ADJUSTMENT TO CONTRACT AMOUNT, is hereby deleted in its entirety and replaced by the following:

1. Contract Amount Adjustments. All adjustments to the Contract Amount shall be determined by using one or more of the following methods:
  - A. A negotiated lump sum. If requested by the City, the Contractor shall promptly provide itemized and sufficient substantiating data, including calculations, measurements, cost records, production rates, equipment types and capacity, labor costs by craft and other information which the City may reasonably require the Contractor to produce in order to permit the City to evaluate any lump sum Contractor Change Request. In pricing such proposals, the Contractor shall include estimates of the type of costs described in G.C. 1104.2.
  - B. Unit prices (as stated in the Contract Documents or subsequently agreed upon) multiplied by final verified quantities of work performed;
  - C. Costs as determined in a manner previously agreed upon by the parties, which include markups, that do not exceed those set forth in G.C. 1104.2 below; or
  - D. Time and Material costs as determined in the manner described in G.C. 1104.2, Calculation of the Contract Adjustment. These amounts may be reduced where necessary to take into account the cost of Base Contract Work, Work included in approved Change Orders, Work described in other Field Order/Change Directives, idle time for workers and/or equipment when Work could have been performed in other locations or when the number of workers or amount of equipment provided exceeded the number or amount required to perform the Work, unsatisfactory Work, or Work which may be or was performed concurrently with the changed Work and which cannot be easily segregated from the changed Work .
2. Calculation of the Contract Adjustment. In no event shall the

charge or credit to the City associated with any change exceed the sum of the following:

- A. Direct Labor The actual net, direct increase or decrease in the cost of the Contractor's labor. Such cost shall include only the cost associated with the workers who actually perform the changed Work. The cost of supervision, management and field or office overhead shall not be included or calculated as a direct labor cost. For shop work, the direct labor cost shall include only those workers who work directly on the item being manufactured or the actual operators of the equipment being used to handle the items being manufactured.
- B. Labor Burden. Contractor's actual costs for worker's compensation and liability insurance, payroll taxes, social security and employees' fringe benefits (including employer paid health insurance) imposed on the basis of payrolls. This burden must reflect the variability of some burdens, ie social security. The burden shall be itemized and include all small tools and miscellaneous supplies. The total labor burden for such small tools shall not exceed two percent (2%) of the Direct Labor cost.
- C. Direct Material, Supplies, Installed Equipment. The actual net, direct cost of materials, supplies and equipment incorporated into or consumed by the Work. If actual costs are not available, this cost shall be the lowest commercially available price including all discounts and rebates and all applicable taxes Such cost shall be based on buying the material, supplies and equipment in the largest practical quantity to receive quantity discounts.
- D. Equipment Costs. Without markup or operator, the lesser of (i) the actual net cost to the Contractor of owned or rented equipment, other than small tools; or (ii) the rental rate for such equipment as determined by using the following method(s):
  - (1) Equipment rental rates listed in the appropriate rental rate book currently in use by the Colorado Department of Transportation. If an item of equipment does not appear in the rental rate book currently in use by the Colorado Department of Transportation, the rental rates published by the Associated Equipment Dealers may be used as a

basis for negotiating a rental rate for a particular piece of equipment. The Contractor shall provide all information necessary to determine the appropriate rental rate at the time the equipment is brought on the job. This shall include, but not be limited to, type, description, make, year, model, series, serial number, fuel type, transmission, wheel combination, GVW, capacity and equipment owner.

- (2) Rental equipment costs shall be determined using actual invoiced rates, less all discounts for basic equipment rental.
- (3) Mobilization/demobilization costs will be paid if the equipment is mobilized exclusively for Work described in a Change Order. If the equipment is also used on Base Contract Work, no mobilization or demobilization cost will be paid. Mobilization/demobilization costs will be based on using the least expensive means to mobilize or demobilize Equipment shall be obtained from the nearest available source. When the least expensive methods are used, the costs shown in the actual invoice will be the basis for pricing.

E. Mark Up For Overhead And Profit.

- (1) The Contractor's Fee on the calculated change of Cost of Work shall be the only amount added to such calculated cost of Work to as markup and profit to the Contractor, including any fee on applicable Work self-performed by the Contractor.
- (2) A Subcontractor of any tier who actually performs the Work shall be entitled to a markup of twelve percent (12 %) on the actual costs for items A through D in GC 1104.2 above. Bonds and insurance are compensated at direct cost without markup.
- (3) A supervising Subcontractor (if any) shall be entitled to a three percent (3%) markup on the actual price charged to the Subcontractor by a Subcontractor of lower tier.
- (4) All of the Contractor's and Subcontractor's field and

office overhead and supervision costs are included in the Fee and markups listed above.

- (5) Neither the Contractor nor Subcontractor of any tier, nor the City in the case of a credit, will apply or attempt to apply these percentage adjustments in a way which would pyramid either the cost or credit because of the involvement of a Subcontractor or sub-subcontractor. Written justification and approval shall be required for any percentages exceeding a total of fifteen percent (15%).

F. Bonds, Insurance, Permits And Taxes. The actual increases or decreases in the cost of premiums for bonds and insurance, permit fees, and sales, use or similar taxes related to the Work. The Contractor shall not be entitled to a Fee for any such costs.

3. Totals as Equitable Adjustment. The Contractor agrees that the total of the above items constitute an equitable adjustment for any and all costs or damages resulting from a change.

4. No Equitable Adjustment for Obstruction by Contractor. No equitable adjustment shall be made as a result of costs resulting from any act, hindrance, obstacle, obstruction, interference or omission of the Contractor, its Subcontractors, Suppliers, or surety, or any other entity or individual acting on behalf of the Contractor.

5. Calculation of Certain Equitable Adjustments.

A. In case of delay in completion of the entire Contract due to drawings, designs or specifications which are defective and for which the City is responsible, the equitable adjustment for delays or costs incurred prior to notification to the City of such defect shall only include the extra cost and time reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect.

B. An equitable adjustment shall not include increased costs for delay resulting from the Contractor's failure to continue performance during determination of any Contractor Change Request or claim.

6. Price Reductions for Defective Cost or Pricing Data. If it is later

determined that pricing adjustments to the Contract were not correct due to incomplete or inaccurate pricing data by the Contractor or any Subcontractor or Supplier or that lower prices were reasonably available, the price shall be reduced accordingly and the Contract Amount modified by an appropriate Change Order.

7. Variation in Quantity of Unit Priced Items. Where the quantity of a unit-priced item in the Contract is an estimated quantity and the actual quantity of the unit-priced item varies more than twenty-five percent (25%) above or below the estimated quantity, and where this difference changes the total original Contract value by more than five percent (5%), an equitable adjustment in the Contract Amount may be made by Change Order. The equitable adjustment shall be based upon any increase or decrease in cost due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completing the Work, the Contractor may request, in writing, an extension of time in accordance with GC 1105.
8. Disposition of Excess or Obsolete Property. When the cost of materials, supplies, equipment or other personal property made obsolete or excess as a result of a delay is included in the equitable adjustment, the Project Manager shall have the right to prescribe the manner of disposition of such property.

#### **SC-29 DISPUTE RESOLUTION**

General Condition 1301, DISPUTES, is hereby deleted in its entirety and replaced by the following:

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

#### **SC-30 SURETY BONDS**

General Condition 1501, SURETY BONDS, is hereby deleted in its entirety and replaced by the following:

1. Payment and performance bonds must be issued by a corporate surety authorized to do business in the State of Colorado and approved by the Mayor, the Manager and the City Attorney.
2. Before the Contract is executed, the Contractor shall have furnished such surety bonds and appropriate Powers of Attorney as a guarantee of the faithful performance of the Contract and the payment of bills for labor and materials.
3. The Manager may direct, at his sole discretion, that the required payment and performance bonds be combined in a format approved by the City Attorney.
4. The Contractor shall provide a Consent of Surety for any duly executed Change Order that increases the Contract Amount, thereby increasing the penal sum of the bonds.
5. The form of the Performance and Payment Bond to be used by the Contractor is included in the Contract Documents.

**SC-31 DEFENSE AND INDEMNIFICATION**

General Condition 1602, INDEMNIFICATION, is hereby deleted and replaced in its entirety by the following:

1. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City and Public Service Company of Colorado ("PSCO"), their appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are due to the negligence or fault of the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City and PSCO.
2. Contractor's duty to defend and indemnify the City and PSCO shall arise at the time written notice of the Claim is first provided to City or PSCO regardless of whether suit has been filed and even if Contractor is not named as a Defendant.
3. Contractor will defend any and all Claims which may be brought or threatened against City or PSCO and will pay on behalf of City and

PSCO any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City or PSCO and shall not be considered the City or PSCO's exclusive remedy.

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

#### **SC-32 CONSTRUCTION INSPECTION BY THE CITY**

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

1. Persons who are employees of the City or who are under contract to the City or the City as lessee will be assigned to inspect and test the Work. These persons may perform any tests and observe the Work to determine whether or not designs, materials used, manufacturing and construction processes and methods applied, and equipment installed satisfy the requirements of the drawings and specifications, accepted Shop Drawings, Product Data and Samples, and the General Contractor's warranties and guarantees. The General Contractor shall permit these inspectors unlimited access to the Work and provide means of safe access to the Work, which cost shall be included as a Cost of the Work without any increase to the Guaranteed Maximum Price. In addition, General Contractor shall provide whatever access and means of access are needed to off-site facilities used to store or manufacture materials and equipment to be incorporated into the Work and shall respond to any other reasonable request to further the inspector's ability to observe or complete any tests. Such inspections shall not relieve the General Contractor of any of its quality control responsibilities or any other obligations under the Contract. All inspections and all tests conducted by the City are for the convenience and benefit of the City. These inspections and tests do not constitute acceptance of the materials or Work tested or inspected, and the City may reject or accept any Work or materials at any time prior to the inspections pursuant to G.C. 2002, whether or not previous inspections or tests were conducted by the inspector or a City representative.

2. The Building Inspection Division will perform building code compliance inspections for structures designed for human occupancy. It is the General Contractor's responsibility to schedule and obtain these inspections. If a code compliance inspection results in identification of a condition which will be at variance to the Contract Documents, the General Contractor shall immediately notify the Project Manager and confirm such notification with formal correspondence no later than forty-eight (48) hours after the occurrence.
3. When any unit of government or political subdivision, utility or railroad corporation is to pay a portion of the cost of the Work, its respective representatives shall have the right to inspect the Work. This inspection shall not make any unit of government or political subdivision, utility or railroad corporation a party to the Contract, and shall not interfere with the rights of either party.

**SC-33 AUTHORITY OF INSPECTORS**

General Condition 1702, AUTHORITY OF INSPECTORS, is hereby deleted in its entirety and replaced by the following:

Inspectors assigned to the Work by the Project Manager are authorized to reject any Work, any materials, or any component of the Work which is not as required or specified in the Contract Documents. Such rejection will be confirmed by the Project Manager in writing to the Contractor. Inspections may extend to all or any part of the Work and to the preparation, fabrication or manufacture of the materials to be used. The inspector is not authorized to alter or waive the provisions of the Contract Documents, nor is the inspector authorized to issue instructions contrary to the provisions of the Contract Documents or to act as foreman for the Contractor.

**SC-34 TERMINATION OF CONTRACT FOR CONVENIENCE OF THE CITY**

General Condition 2202, TERMINATION OF CONTRACT FOR CONVENIENCE OF THE CITY, is hereby deleted in its entirety and replaced by the following:

1. The performance of Work under the Contract may be terminated without cause by the City in whole or in part whenever the Manager, in his sole discretion, shall determine that such termination is in the best interest and convenience of the City or whenever the City is prohibited from completing the Work for any reason. Such termination shall be effected by giving not less than three (3) Days' written notice to the Contractor specifying the



extent to which performance of the Work is terminated and the date upon which such termination becomes effective.

2. Upon receipt of such notice of termination, the Contractor shall:
  - A. Stop work as specified in the notice;
  - B. Terminate all orders and subcontracts except as necessary to complete Work which is not terminated;
  - C. If directed in writing by the Manager to do so, assign all right, title, and interest in subcontracts and materials in progress, in which case the City will have the right, in its discretion, to settle or pay any or all Claims arising out of the termination of such subcontracts;
  - D. Settle outstanding liabilities and claims with the approval of the Manager;
  - E. Complete performance of such part of the Work as has not been terminated; and
  - F. Take such other actions as may be necessary, or as may be directed by the City, for the protection and preservation of the property related to the Contract.
3. Except as provided herein, any inventory resulting from the termination of the Contract may, with written approval of the Manager, be sold or acquired by the Contractor under the conditions prescribed by and at prices approved by the City.
4. Upon receipt of notice of such termination, the Contractor shall submit to the Project Manager a request for final payment, in a form and with certification prescribed by the City. Such request shall be submitted promptly but in no event later than sixty (60) Days from the effective date of termination, unless extended in writing by the Project Manager upon the written request of the Contractor within such sixty (60) Day period.
5. The final payment to the Contractor after a termination for convenience shall be calculated by adding the following amounts:
  - (1) Any actual costs incurred by the Contractor since the last approved pay request that are reimbursable as a Cost of the Work plus the proportionate Fee on such costs;

- (2) The actual costs incurred by the Contractor for terminating the Work and for protecting the Work in the manner, if any, directed by the City, plus the proportionate Fee on such costs; and
  - (3) The amount of retainage withheld by the City to date.
6. The acceptance of final payment as calculated above shall constitute a waiver of all Claims by the Contractor except those previously made in accordance with G.C. 1301 which have been separately identified by the Contractor as unsettled in the final Project Application for Payment.
7. The Manager may, from time to time, under such terms and conditions as the Manager may prescribe, authorize partial payments and payments against costs incurred by the Contractor for the terminated portion of the Contract, if it is estimated that the total of such payments will not exceed the amount to which the Contractor will be entitled. If the total of such payments is in excess of the amount to which the Contractor is entitled, the excess shall be payable by the Contractor to the City upon demand, together with interest computed pursuant to statute, for the period from the date the excess payment is received by the Contractor to the date the excess is repaid to the City.
8. The settlement for the Work performed shall not relieve the Contractor or its surety from responsibility for defective Work and/or materials on the completed portion of the Work nor for labor and materials or any other items as guaranteed by the surety bond or bonds.
9. The City shall be given full access to all books, correspondence, records, electronic files and data bases, and other materials of the Contractor relating to the Contract in order to determine the amounts to be paid on account of the termination of the Contract under this G.C. 2202. The Contractor shall, as requested by the City, furnish clear copies of any such materials.
10. In the event the parties fail to agree in whole or in part on the amount or amounts to be paid to the Contractor in connection with the termination of work pursuant to this G.C. 2202, the Contractor may appeal the Project Manager's determination as to the amount owed in accordance with Title 13, except that, if the Contractor has failed to submit its request for payment within the time provided above and has failed to request an extension of such time, it shall have no such right of appeal.

**SC-35 SUBCONTRACTS**

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

**SC-36 PAYMENTS TO CONTRACTORS**

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

<u>Agency/Firm</u>	<u>Name</u>	<u>Telephone</u>
Public Works/Engineering Division	Rafael Augusta	720-865-3164

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

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

**SC-37 DISPOSAL OF NON-HAZARDOUS WASTE AT DADS**

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

Mississippi Avenue as a means of access to DADS.

**SC-38 PROHIBITION ON USE OF CCA-TREATED WOOD PRODUCTS**

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

**SC-39 WAIVER OF: PART 8 OF ARTICLE 20 OF TITLE 13, COLORADO REVISED STATUTES.**

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

**SC-40 DEBARRED SUBCONTRACTORS PROHIBITED**

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

**SC-41 ATTORNEY'S FEES**

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

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

**SC-42 RESERVED**

**SC-43 NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**

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

b. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not

knowingly employ or contract with an illegal alien who will perform work under this Agreement.

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

c. The Contractor also agrees and represents that:

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

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

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

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

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

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

d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification

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

## EXHIBIT O

### Equipment Rental Rate Schedule

Equipment	Rental Rate
Concrete Blankets	\$0.15 / SF
Ground Heater	\$4,000 / Week + cost of fuel
Bobcat	\$700 / Month
Temporary Fence	\$3.35 / LF
Office Trailer	\$140 / Month
25KW Generator	\$375 / Month

**EXHIBIT P**

**Staffing and Salary Schedule**

<b>Title / Position</b>	<b>Hourly Wage Rate (includes labor burden)</b>
Project Manager	\$57.00 / hour
Project Manager	\$51.00 / hour
Assistant Project Manager	\$27.00 / hour
Laborer	\$27.75 / hour
Laborer	\$21.00 / hour
Superintendent	\$42.75 / hour
Scheduling Project Manager	\$46.50 / hour