CMGC CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Construction Contract") is made between the CITY AND COUNTY OF DENVER, a home rule and municipal corporation of the State of Colorado (the "City") and MARK YOUNG CONSTRUCTION, LLC, a Delaware limited liability company, authorized to do business in Colorado, whose address is 7200 Miller Place, Frederick, Colorado 80504 (the "Contractor"), jointly (the "Parties").

RECITALS

- 1. The City wishes to build the new fire station known as **DENVER FIRE STATION 40**, contract control No. 202578044-00, (the "**Project**").
 - 2. The Project will be implemented by the Department of Transportation and Infrastructure.
- 3. In furtherance of the Project, the City contracted with **OZ ARCHITECTURE INC.** (the "**Designer**" or "**Design Consultant**" or "**Consultant Team**") to perform professional architectural and engineering design services for the programming and design of the Project.
- **4.** Pursuant to Section 20-56 of the Denver Revised Municipal Code ("**DRMC**"), the City commenced on September 27, 2023, and advertised for at least three (3) consecutive days, the City's solicitation for submissions from qualified contractors for the Project.
- 5. The City's solicitation sought a contractor to furnish all Construction Manager/General Contractor ("CM/GC") work and services including preconstruction services and construction services, work effort, labor, tools, supplies, manufactured components, equipment, materials, construction administration, management, supervision, coordination and everything else necessary and required to complete the construction of the Project on an expedited basis and within budget; while satisfying the City's longstanding commitment to quality, efficiency, value, innovation, partnering, responsiveness to agency and community needs and in compliance with all applicable regulatory requirements.
- **6.** Submissions received were evaluated and formal proposals were requested from those firms best meeting the City's qualifications criteria for the Project.
- 7. Proposals received were evaluated and ranked by a selection committee and a recommendation was made to the Executive Director of the Department of Transportation and Infrastructure or her Designee, ("Executive Director") who evaluated the Proposals and recommended that contracts for performance on the Project be made and entered into with the above-named Contractor. For purposes of this agreement only, the terms "Executive Director of Department of Transportation and Infrastructure," "Executive Director," "Manager of Department of Transportation and Infrastructure," and "Manager", and "Manager of the Department of Department of Transportation and Infrastructure" are interchangeable and shall have the same meaning.
- **8.** Based upon that ranking, the City and the Contractor entered into a Preconstruction Services Agreement, Contract No. 202472219, to perform preconstruction services.
- 9. In accordance with the terms and conditions of the Preconstruction Services Agreement, the Contractor has reviewed the Project Site and design documents and has performed constructability, availability, scheduling and cost estimating analysis on design documents prepared for the Project.
 - 10. Based on this performance, the Contractor is thoroughly informed about the Project and the Project

design. Contractor has submitted and the City has accepted a GMP Proposal to construct the Project.

- 11. Because of the Project's time limitations and in order to maintain the existing Project schedule, the Contractor and the City now desire to enter into a Construction Manager/General Contractor contract (the "Construction Contract") for a Guaranteed Maximum Price for all of the Work necessary to complete the Project.
- 12. The Contractor is willing, able and has the present capacity to perform the construction phase services, as an independent contractor, in accordance with this Construction Contract, said advertisement, the preconstruction agreement and the referenced selection documents.
- 13. The Project is located on City owned land that is part of the Denver International Airport ("**DEN**") operated by the City's Department of Aviation ("**Aviation**"). Therefore, all work and other activities on the Project site must comply with applicable DEN, Aviation and Federal Aviation Administration ("**FAA**") requirements.

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

1.0 PROJECT SUMMARY AND DEFINITIONS

- **1.1 Project**. The ("**Project**") as used herein shall mean: The Denver Fire Station 40 and Site Improvements.
- **1.1.1** The Project includes the preconstruction and construction management services for approximately 15,000 square feet of new facilities that houses and surrounding sitework.
 - 1.1.2 The Project is located at the 17401 East 56th Avenue, Denver, Colorado 80249 (the "Project Site").
- **1.1.3** The details of the Project are more particularly set forth in the OZ Architecture Inc.'s Design Package including the drawings, specifications and narratives prepared by the Designer Permit 1 Package dated July 1, 2024, Permit 2 Package dated July 15, 2024, Addendum 1 dated September 11, 2024, and Addendum 2 dated October 4, 2024 (the "**Design Documents**") and Contractor's GMP Proposal dated May 30, 2025 (the "**GMP Proposal**").
- **1.2** <u>Guaranteed Maximum Price</u>. The Project includes a single Guaranteed Maximum Price (the "GMP"), as defined in this Agreement, to complete the Project.
- 1.3 <u>Contractor Selection</u>. In accordance with the requirements of Section 20-56 of the DRMC, the City implemented and completed a competitive selection process to identify qualified Contractors to perform both preconstruction and construction services for the Project. The Contractor was selected as the first ranked proposer to perform such services for the City as set forth in the City's Request for Proposals (the "RFP") dated September 27, 2023; and the Contractor's Response dated October 24, 2023, and November 23, 2023. Pre-Construction Agreement was dated February 29, 2024. In referencing these solicitations and submissions herein, the City and the Contractor acknowledge that the scope of the Project, as presented and addressed by these documents, has materially evolved since the issuance of these documents and that some information presented will not be applicable to this Construction Contract or the Project.
- 1.4 <u>Budget</u>. The Contractor acknowledges and accepts that there are limited funds available to design and construct the Project. The Project construction budget (the "Budget") is NINETEEN MILLION SIX HUNDRED SEVENTY-EIGHT THOUSAND TWO HUNDRED SEVENTY-FIVE DOLLARS AND NO CENTS (\$19,678,275.00) and is subject to increase or decrease at the sole discretion of the Executive Director. Contractor further acknowledges and

accepts that the Project must be completed within the Budget. As part of this acknowledgment and acceptance, the Contractor shall at all times cooperate fully with the City and the Design Consultant to develop the Project and its various components for construction and ultimately construct the Project so as not to exceed the limited funds available in the Budget.

- **1.5 Project Format.** In the performance of this Construction Contract, the Contractor acknowledges and accepts that scope and schedule are critical for Project delivery. Based on these considerations, the City has elected to utilize a CM/GC project delivery approach and will fast track the Project.
- 1.5.1 The Contractor is familiar with this approach and understands that the CM/GC method is a specialized and rigorous delivery approach requiring maximum cooperation between all Parties. As a consequence of the delivery approach, the Contractor acknowledges and accepts the following: (1) that the complete services to be rendered by the Contractor, the organizational and process inter-relationships governing construction and the construction cost, schedule and sequencing are either in the developmental stage or have not yet been fully defined; and (2) that portions of the Project could have their design completed as separate phases.
- 1.5.2 In preparing and submitting its GMP Proposal, the Contractor understands, confirms and agrees that its responsibility under this CM/GC approach is to construct the 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.
- 1.5.3 Subject to any allowed contingency provided for in Section 1.7.1, the Contractor further acknowledges and agrees 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 its GMP Proposal 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 item of Work covered by the Contract Documents that the Contractor failed to account for in its GMP Proposal.
- Allowances. The allowances set forth in Contractor's 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. Contractor's GMP Proposal sets forth all allowances applicable to the Work. Unless otherwise provided for in the Contract Documents:
- **1.6.1** Contractor will provide the Project Manager with proposed deadlines for the City to select materials and equipment under allowances within 90 days of the City issuing the Notice to Proceed. The City and Contractor will agree on final deadlines that avoid delays in the Work while providing the City sufficient time to make selections. Deadlines may be adjusted by mutual agreement of the Contractor and the Project Manager;
- **1.6.2** 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;
- **1.6.3** 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

1.6.4 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.

1.7 GMP Contingency.

- 1.7.1 GMP Contingency Amount. The GMP includes a Construction Contingency in an amount equal to a lump sum of EIGHT HUNDRED FIFTY-SIX THOUSAND SEVEN HUNDRED THREE DOLLARS AND NO CENTS (\$856,703.00) (the "GMP Contingency") to complete the Project.
- 1.7.2 GMP Contingency Accounting. The GMP Proposal is not a line item GMP. During the course of the Work, some GMP Proposal 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 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 attributable to errors and omissions by the Contractor; costs to correct defective, nonconforming or damaged work; costs arising out of code changes or code upgrades required by governmental agencies; costs generated from development and clarification of the Contract Documents; overtime and acceleration costs to meet the contract schedule; and costs, including legal fees, for contractual disputes, with Parties other than the City. The GMP Contingency shall be increased to the extent that there are underruns in budget items included in the GMP that are not allowances. The Contractor shall request written approval of the Project Manager of each such charge or credit to the contingency prior to taking such action and shall provide a periodic reconciliation of contingency credits and expenditures in a format acceptable to the Project Manager.
- 1.7.3 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 GMP Contingency whenever the City and the Contractor reasonably agree that the Project risk is substantially decreased and such agreement shall not be unreasonably withheld. Unused GMP contingency shall be returned to the City.
- 1.8 <u>Design Consultant</u>. The "Design Consultant" or "Designer" as used herein shall mean the legally approved professional architect/engineer, or group or association or professional corporation or joint venture of such approved professional architects, engineers and/or consultants, who have contracted with the City to accomplish the architectural, engineering and other design and related technical services necessary to complete the Project. The Project Design Consultant is **OZ ARCHITECTURE INC.** In case of termination of the Design Consultant, the City will appoint a Design Consultant whose status under the Construction Contract shall be the same as that of the former Design Consultant.
- 1.9 User Agency. The "User Agency" as used herein shall mean the Denver Fire Department.
- **1.10** <u>Construction Team.</u> The Contractor, the City, and the Design Consultant, called the "Construction Team," shall work together to complete the Project. The Contractor shall provide leadership to the Construction Team on all matters relating to Construction.

2.0 CONTRACT DOCUMENTS

2.1 It is agreed by the Parties hereto that the following list of instruments, drawings and documents which are attached hereto, bound herewith or incorporated herein by reference constitute and shall be referred to as the "Contract Documents" and all of said instruments, drawings and documents taken together as a whole constitute the Contract and Agreement between the Parties hereto, and they are as fully a part of this Contract and Agreement as if they were set out verbatim and in full herein. The Contract Documents represent the entire and complete integration of all understandings between the City and the Contractor and supersedes all prior negotiations, representations or agreements. No prior or contemporaneous addition, deletion or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement or change order properly executed by the Parties. When the contract drawings and technical specifications are complete and issued by the Design Consultant for construction, they will, without further action be incorporated into this Construction Contract as if fully set forth herein.

This CM/GC Construction Contract

The City's Request for Proposals, dated September 27, 2023 (RFP) (incorporated herein by reference)

Contractor's Response to RFP dated October 24, 2023, and Contractor's RFP Submittal dated November 22, 2023 (incorporated herein by reference)

General Contract Conditions (incorporated herein by reference; table of contents attached as **Exhibit A**)

Special Contract Conditions (attached as **Exhibit B**)

Minority/Women Owned Business Enterprise Program Compliance Plan (incorporated herein by reference as **Exhibit C**)

Preconstruction Services Agreement, dated February 29, 2024, with no Amendments, (incorporated herein by reference as **Exhibit D**)

Equal Employment Opportunity Provisions (attached as **Exhibit E**)

Prevailing Wage Rate Schedule(s) (attached as **Exhibit F**)

Performance and Payment Bond (attached as **Exhibit G**)

Final/Partial Lien Release Form (attached as **Exhibit H**)

Notice to Proceed Form (attached as **Exhibit I**)

Contractor's Certification of Payment Form (attached as **Exhibit J**)

Certificate of Contract Release (attached as **Exhibit K**)

Design Documents: **FIRE STATION NO. 40,** Schematic Design Package including the drawings, specifications and narratives prepared by the Designer Permit Package No. 1, dated July 1, 2024, and Permit Package No. 2 dated July 15, 2024, Permit 1 Package dated July 1, 2024, Permit 2 Package dated July 15, 2024, Addendum 1 dated September 11, 2024, and Addendum 2 dated September 27, 2024) (incorporated herein by reference as **Exhibit L**).

Equipment Rental Rates (attached as **Exhibit M**)

Billing Rates for Staffing and Salaried Schedule (attached as Exhibit N)

Contractor's GMP Proposal dated May 30, 2025 (attached as **Exhibit O**)

Exhibit P – [Reserved]

Certificate of Insurance (attached as **Exhibit Q**)

Exhibit R – [Reserved]

Contractor's Approved Workforce Plan (New Hire Requirements) (attached as Exhibit S)

Self-Performed Work Letter (attached as **Exhibit T**)

Standard Federal Provisions (attached as **Exhibit U**)

- 2.2 If anything in the Contract Documents is inconsistent with this Construction Contract, this Construction Contract will govern. The order of precedence of the Contract Documents shall be as follows:
 - **2.2.1** this Construction Contract, as may be modified by amendment or change orders;
 - **2.2.2** the Special Contract Conditions;
 - **2.2.3** the General Contract Conditions:
 - **2.2.4** the Technical Specifications;
 - **2.2.5** the Contract Drawings; and
 - **2.2.6** the Contractor's GMP Proposal
- **2.2.7** all other Exhibits, whether attached to this Construction Contract, incorporated by reference or later added by Change Order.
- 2.3 The intent of the Contract Documents is to include all terms, conditions, work items and services necessary or required for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be binding as if required by all. Work items or services not covered in the Contract Documents will be required unless they are not consistent with the Contract Documents and are not inferable from the Contract Documents as being necessary to produce the result intended by the Contract Documents. Anything mentioned in the technical specifications and narratives and not shown on the contract drawings or shown on the contract drawings and not mentioned in the technical specifications and narratives, shall be of like effect as if shown or mentioned in both. Words and abbreviations that have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meaning.
- 2.4 It is contemplated by the Parties that numerous exhibits or attachments, including construction documents and final technical specifications, will not be accomplished or must be developed after execution of this Construction

Contract and, as such, must be finalized, incorporated by reference and/or attached to and be made a part of the Contract Documents subsequent to execution of this Construction Contract. The incorporation of such exhibits or attachments into this Construction Contract shall be accomplished by written directive from the Executive Director of The Department of Transportation and Infrastructure or the Executive Director's designee. The Parties shall be diligent in accomplishing these exhibits and attachments. To the extent these new exhibits or attachments conflict with other exhibits or portions of this Construction Contract, the greater service, better quality or greater quantity shall be included in the Work.

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

3.0 SCOPE OF WORK

- 3.1 <u>Completion Obligation.</u> The Contractor shall execute the Project described in the Contract Documents, except to the extent specifically indicated in the Contract Documents as the responsibility of others. The Contractor agrees to commence and undertake the performance of the Work under this Construction Contract within ten (10) days of the date of issuance of a Notice to Proceed in substantially the form attached as **Exhibit I** and agrees to substantially complete said Work within the Contract Time and fully complete said Work in accordance with the Contract Documents. The Contractor may complete the Project earlier than the date for Substantial Completion established by the Contract Time, but any claim by the Contractor based on delay shall be based upon the date for Substantial Completion established by the Contract Time and not on an earlier projected completion date that the Contractor may propose.
- **Scope of Work**. The entire Scope of Work shall include the following:
- **3.2.1 Preconstruction Phase Services.** The Preconstruction Services are comprised of all those services, obligations and responsibilities set forth in the Preconstruction Services Agreement, incorporated herein by this reference as **Exhibit D**. In order to expedite Project completion, the Parties entered into the Preconstruction Services Agreement to perform Preconstruction Services, in anticipation of the start of the Construction Phase of the Project. In accordance with the terms of the Preconstruction Services Agreement, compensation for the performance of such services is based on a lump sum fee for services. For the duration of this Construction Contract, the Contractor shall continue to perform any further Preconstruction Services required by the Project as part of its obligations under this Construction Contract as a Cost of the Work with no increase to the GMP.
- **3.2.2** Construction Services. The Construction Services shall include the furnishing of all construction administration, management, supervision and coordination experience and expertise, as well as all construction services, work effort, labor, tools, supplies, manufactured components, equipment, materials, and everything else necessary and required to complete the construction of the Project on time and within the Budget; while satisfying the City's longstanding commitment to quality, efficiency, value, innovation, partnering, responsiveness to agency and community needs and compliance with all applicable regulatory requirements in the performance of general public improvements. Compensation for the Construction Services shall be in accordance with the terms and conditions of this Construction Contract.
- **3.2.3** Scope of Work. The Contractor shall perform all Construction Services, as set forth in the GMP Proposal, which is incorporated by reference as **Exhibit O**.
- **3.2.4 The Work.** The terms "**Scope of Work**" or "**Work**" as used herein shall mean all construction services required by, or reasonably inferable from, the Contract Documents, whether completed or partially completed, and

includes all other labor, materials, equipment and services provided or to be provided by the Contractor to necessary to complete the Project.

- **3.3** Acknowledgement of Scope of Work. The Contractor expressly recognizes and acknowledges that this Project must be completed within the time and fiscal constraints as set forth throughout this Construction Contract.
- **3.3.1** The Contractor further represents to the City that by executing this Construction Contract, it has been fully informed of and has thoroughly reviewed the following: the objectives of the Project; the work effort of the Design Consultant performed to date for the Project; all of the Contract Documents attached to this Construction Contract or incorporated by reference; the City's general time and budget constraints and contingencies applicable to the Budget; and all of the Work required by the Contractor by the Contract Documents. Based upon this thorough review and analysis and recognizing that the contract for design services is between the City and the Designer, the Contractor nonetheless represents to the City that it will provide or perform all of the necessary Work within the requirements of the Contract Documents.
- 3.3.2 Also by execution of this Construction Contract, the Contractor covenants and represents that the Contractor has visited the Project Site and has had sufficient time and opportunity to independently examine and is sufficiently familiar with: the Project Site, the character and nature of the Project Site layout and materials, the character and nature of all Project Site constraints, restrictions and limitations, and limitations on ingress, egress and construction staging and performance; and the local conditions under which the Work is to be performed, including weather conditions and any other factors which may impact the Work. The Contractor further represents that it has taken into consideration and correlated these direct observations, examinations and investigations with the requirements of the Contract Documents and in the pricing of the Work, the formulation of the GMP, the Contractors Fee and in preparing all Exhibits.
- **3.3.3** Also by execution of this Construction Contract, the Contractor represents that it has reviewed and is familiar with the City's general expectations and scheduling assumptions regarding the completion of the Project and opening of the completed facility and that, given the Scope of Work, these scheduling assumptions are reasonable and achievable. The Contractor further represents that it will take into consideration and correlate these assumptions and constraints with the requirements of the Contract Documents and in the pricing of the Work, the GMP and the Contractor's Fee.
- **3.3.4** Finally, the Contractor represents that it has reviewed the Design Consultant Agreements and the Design Documents, accepts the terms and requirements thereof and affirmatively states that the Project, as expressed by the design documents and the Project requirements and constraints is a reasonable and constructible Project, incorporating a reasonable and workable delivery approach, schedule and Budget.

4.0 RELATIONSHIP OF THE PARTIES

- 4.1 The Parties intend herein to establish a relationship wherein the City relies upon the integrity and fidelity of the Contractor to complete the Project within the time and budget constraints set forth in this Construction Contract and in a manner which satisfies the City's longstanding commitment to quality, efficiency, value, innovation, partnering, responsiveness to agency and community needs and compliance with all applicable regulatory requirements in the performance of general public improvements.
- 4.2 The Contractor accepts the relationship of trust and confidence established by this Construction Contract with the City. The Contractor further agrees to utilize the Contractor's best skills, efforts, and judgment in furthering the interests of the City regarding the Project; to furnish at all times an adequate supply of qualified and competent workers and quality materials; and to perform the work in the best, most expeditious, and economical manner. Further, the

Contractor agrees to furnish efficient business administration, construction management and superintendence and to use its best efforts to complete the Work in an expeditious and economical manner, consistent with the interests of the City.

- 4.3 The City has a separate agreement with the Design Consultant to design the Project and to provide construction contract administration services necessary to ensure that the Work conforms to the Design Documents and Technical Specifications. Both the Contractor and the Design Consultant shall be given direction by the City, or the City's designated and authorized representative(s). The Contract Documents shall not be deemed to create any contractual relationship between the Design Consultant and the Contractor or any separate contractors, subcontractors of any tier or suppliers on the Project. The relationship between the Contractor and the Design Consultant is intended to be cooperative and proactive, with both participating on the same team with the City.
- 4.4 The Contractor shall accept the designated and authorized representatives of the City identified in the Contract Documents and perform its obligations toward and in response to such representatives in the same manner it would toward and in response to the City, pursuant to such designation and authorization.
- **4.5** <u>City Delegation of Authority</u>. With reference to General Contract Condition 109, DEPUTY MANAGER and General Contract Condition 212, CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Executive Director hereby delegates to the City Engineer the authority necessary to undertake the decisions designated as being the responsibility of the Deputy Manager. The City Engineer hereby designated as Project Manager with authority to handle the day-to-day administration of the Agreement, the following personnel:

Hannah Hagener, Project Manager II Engineering, Department of Transportation and Infrastructure, 201 W. Colfax Ave., Dept. 608, Denver, Colorado, Email: Hannah.Hagener@denvergov.org

5.0 COORDINATION AND COOPERATION

- 5.1 The Contractor agrees to cooperate and coordinate fully with the City in its performance of the Work to meet or exceed the City's time and budgetary objectives and limitations, while maintaining the City's longstanding commitment to quality, efficiency, value, innovation, partnering, responsiveness to agency and community needs and compliance with all applicable regulatory requirements in the construction of general public improvements.
- 5.2 The Contractor shall, as a continuing work item under this Construction Contract, facilitate coordination, communication and cooperation regarding its performance hereunder between the Project Manager, the Design Consultant, the User Agency, other City consultants and any affiliated entities. In addition, the Contractor shall coordinate its efforts under this Construction Contract with all involved governmental and regulatory entities.
- 5.3 The Contractor shall be responsible for taking accurate and comprehensive minutes at all construction meetings attended by the Contractor regarding the Project. Those minutes shall be prepared in a format approved by the Project Manager and issued to all attendees, as well as those other parties designated by the City, no later than three working days after the meeting. Unless approved in advance in writing by the Project Manager and to the greatest extent practicable, Project meetings with the City shall be conducted in the City and County of Denver, Colorado.
- 5.4 Nothing contained in the Contract Documents shall be deemed to give any third party any claim or right of action against the City, the Design Consultant or the Contractor that does not otherwise exist without regard to the Contract Documents.
- 5.5 The Contractor shall use its best efforts and take all necessary precautions to protect and prevent damage and/or

disruption to all City facilities and equipment, and shall coordinate all ingress and egress requirements with appropriate persons and agencies.

6.0 CONTRACT TIME, SUBSTANTIAL COMPLETION AND LIQUIDATED DAMAGES

- **6.1 Substantial Completion**. The term "Substantial Completion" is defined in the General Conditions. The number of days the Contractor shall have to attain Substantial Completion of the Scope of the Work set forth in the Contract Documents is set forth in this Section.
- **Contract Time**. The term "Contract Time" is defined as the total number of days between the date of the Notice to Proceed with Construction and the date on which Substantial Completion of all Work must be completed by the Contractor. The Contract Time shall be five hundred and seven (507) Calendar Days. The construction schedule included in Exhibit O will be updated based on the date NTP is issued while maintaining the Contract Time. When then updated schedule is accepted by the Project Manager it will replace the schedule currently included in **Exhibit O**.
- **6.3 Final Completion**. Final Completion of the Work occurs following Substantial Completion when all punch list items are completed and the Contractor has provided the City with a Final Lien release Form (which may be contingent upon receipt of Final Payment, in the form of **Exhibit H**). The term "Final Completion" is defined in the General Conditions.
- **Liquidated Damages**. The Parties recognize and agree that time is of the essence for this Contract. In the event that the Work is not Substantially Complete within the Contract Time, as that time may be extended for delays for which an extension of time is permitted under the terms of the Contract Documents, the City and the Contractor acknowledge and agree, after a full discussion of the implications of this section, that it would be impractical and extremely difficult to estimate the damages (including, by way of example but without limitation, direct and indirect, incidental, special and consequential damages) which the City might incur for failure of the Contractor to timely achieve Substantial Completion within the Contract Time. Therefore, the City and the Contractor have determined that a reasonable estimate of the total detriment that the City would suffer in the event that the Contractor so defaults and the Project is not Substantially Complete within the Contract Time, as extended as permitted herein, is and shall be, in the event of said default and failure, as the sole and exclusive remedy (whether at law or in equity) of the City for this delay, and not as a penalty, the amount per day stated below that the Work shall remain not Substantially Complete after the Contract Time, as applicable, including extensions, has elapsed. It is understood and agreed that the City reserves all of its other rights and remedies for any other or different breach or default of this Construction Contract by Contractor, or for any other cause of action.

Amount Per Day \$500.00

The Parties agree that the foregoing amount shall be the full amount of liquidated damages recoverable against the Contractor by the City for the Contractor's breach of its covenants of timely performance hereunder. The amount so determined shall be the full, agreed upon and liquidated damages recoverable against the Contractor by the City for the Contractor's breach of its covenants of timely performance hereunder. This paragraph 6.4 replaces General Contract Condition 602 but does not limit other rights and remedies of the City set forth in the General Contract Conditions.

Subcontractor Selection. The Contractor recognizes and accepts that the subcontractor and supplier selection and contracting procedures specified herein are intended to promote pricing or buyout of the Work which is fair and reasonable and, to the greatest extent practicable, is based on fair and open competition. As such, all Work, except for Work or Services included in the Contractor's Fee, the Contractor's General Conditions or Work performed by the Contractor with the prior written approval of the Project Manager ("Self-Performed Work") shall be procured based upon competitive bids awarded to the lowest, responsive and qualified bidder and subcontracted to "Subcontractors"

and "Suppliers," which may include Contractor Self-Performed Work under Section 7.1, in accordance with **Exhibit T** and in compliance with the General Conditions, incorporated herein by reference as **Exhibit A**. Each Subcontractor and Supplier selection shall be reviewed by the City and the City reserves the right to reject any Subcontractor or Supplier in accordance with the terms and conditions of the General Conditions or in the event the City determines that the selection was not made after a competitive bid. Upon request of the Contractor, the City may waive the competitive bid requirement of this Section for specific scope items with the express written approval of the Project Manager.

7.1 Self-Performed Work.

- **7.1.1** Contractor will not be self-performing construction work.
- **Subcontract Forms**. All subcontracts will be between the Contractor and the selected Subcontractors or Suppliers. The form of each subcontract shall be furnished to the City for review and acceptance as to form, which acceptance shall not be unreasonably withheld. All subcontracts shall require that all Subcontractors or Suppliers of any tier performing Work accept and agree to be bound by the terms and conditions of the Contract Documents and to assume toward the Contractor all obligations and responsibilities the Contractor, by the Contract Documents, assumes toward the City. All subcontracts shall preserve and protect the rights of the City under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof shall not prejudice these rights.
- **7.3 Substitution**. The Contractor shall make no substitution for a Subcontractor or Supplier previously selected without the prior written approval of the Project Manager and such approval shall not be unreasonable withheld.
- **Responsibility**. The Contractor shall be responsible to the City for the acts and omissions of its agents and employees, Subcontractors and Suppliers of any tier, and their agents and employees performing Work under this Construction Contract.

8.0 COMPENSATION

- **8.1** 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:
- **8.1.1** Cost of wages paid for labor in the performance of the Work at the Project Site or with the City's agreement at offsite workshops. 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.
- **8.1.2** 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 8.1.1.
 - **8.1.3** Cost of mock-ups and testing, as may be previously approved by the Project Manager.
- **8.1.4** Cost of all materials, supplies and equipment incorporated in the Work, including costs of transportation thereof.

- **8.1.5** 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.
- **8.1.6** 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).
- **8.1.7** Costs, 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.
- **8.1.8** Actual rental charges of all necessary machinery and equipment, exclusive of hand tools, used at the Project Site, whether rented from the Contractor (at rental rates approved by City and specified on **Exhibit M** 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 M**.
- **8.1.9** The actual cost of the premiums, not to exceed 1.28% of the Cost of the Work, for all bonds that the Contractor is required to procure by this Construction Contract shall be charged as a Cost of the Work. The actual cost of the premiums, not to exceed 1.28% of the Cost of the Work, 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 charged as a Cost of the Work.
- **8.1.10** 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.
- **8.1.11** 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).
- **8.1.12** Actual costs of reproduction, telegrams, facsimile transmissions, mobile phones, long distance telephone calls, telephone service at the Project Site, postage and express delivery charges, and reasonable petty cash expenses of the Project Site office in connection with the Work.
 - **8.1.13** Cost of removal of all debris from the Project Site.
- **8.1.14** Costs for temporary and permanent power, lighting, heat, chilled drinking water, sewer and water services as required to complete the Work at the Project Site, and costs for snow removal as required.
- **8.1.15** 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

- **8.1.16** 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.
- **8.1.17** Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the Project Site, and when stationed off-site and working on the Project in accordance with the staffing and salary schedule set forth in **Exhibit N**, 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.
- **8.1.18** 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 N**.
- **8.1.19** 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.
 - **8.1.20** Fees of testing laboratories for tests required by the Contract Documents.
- **8.1.21** 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.
- **8.1.22** Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the City.
- **8.1.23** Costs associated with the implementation of any established company safety program, which costs shall be subject to City's reasonable approval.
- **8.1.24** Contractor's General Conditions expenses as identified in **Exhibit A**. These expenses include rented or purchased materials and equipment used by the Contractor at the Project Site office in connection with the Work.
- **8.1.25** 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.
- **8.1.26** Reasonable data processing costs related to the work, including data line service, internet charges, software costs and licenses fees.
- **8.1.27** All costs and fees incurred in the performance of work and approved for payment under the Preconstruction Services Agreement in **Exhibit D**.

- **8.1.28** Deposits for materials, design of manufactured items and supplied items is the responsibility of the contractor. Reimbursements will be made once the item is installed and accepted by the Project Manager.
- **8.2** Costs Not To Be Reimbursed. Cost of the Work shall not include expenditures made for any of the following:
 - **8.2.1** Salary of any officer of the Contractor.
- **8.2.2** Salary of the Contractor's employees stationed at the Contractor's main office not working on the Project.
 - **8.2.3** Overhead, profit and general expenses of any kind except as included in the Contractor's Fee.
 - **8.2.4** The capital expenses of the Contractor, including interest on capital employed for the work.
 - **8.2.5** Expenses of the Contractor's principal office and offices, other than the Project Site office.
- **8.2.6** 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).
- **8.2.7** 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.
 - **8.2.8** Any cost that would cause the GMP to be exceeded.
 - **8.2.9** Any costs not specifically included in the Cost of the Work, Section 8.1.
 - **8.2.10** Costs of retesting non-conforming Work.
- **8.3** Contractor's Fee. The Contractor's Fee (the "Contractor's Fee") to be paid to the Contractor and included in the GMP shall be a lump sum of SIX HUNDRED TWENTY-FOUR THOUSAND SIX HUNDRED THIRTEEN DOLLARS AND NO CENTS (\$624,613.00), payable in progress installments pursuant to a mutually agreeable schedule of progress installments.

8.4 **Guaranteed Maximum Price**.

- **8.4.1 Guaranteed Maximum Price.** The City agrees to pay the Contractor, and the Contractor agrees to accept, the not to exceed sum of **NINETEEN MILLION SIX HUNDRED SEVENTY-EIGHT THOUSAND TWO HUNDRED SEVENTY-FIVE DOLLARS AND NO CENTS (\$19,678,275.00)** as the GMP, for which the Contractor will perform all Work necessary to complete the Project. The GMP is subject to the qualifications, clarifications, assumptions, exclusions and allowances in the GMP Proposal. The GMP is subject to adjustments as provided in the Contract Documents. The GMP includes Contractor's Fee.
- **8.4.2** The Guaranteed Maximum Price consists of the sum of (i) the estimated Cost of the Work; and (ii) the Fee. The Contractor has presented and the City has accepted Contractor's GMP Proposal attached hereto as **Exhibit O.** The Parties specifically agree that the City shall not be subject to any cost, charge or fee under this Agreement that is not specified in this Agreement.

- **8.5** 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, increases Owner's Contingency or implements enhancements or additions to the Project requested by the City.
- 8.6 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 NINETEEN MILLION SIX HUNDRED SEVENTY-EIGHT THOUSAND TWO HUNDRED SEVENTY-FIVE DOLLARS AND NO CENTS (\$19,678,275.00). 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.

9.0 DISPUTE RESOLUTION

It is the express intention of the Parties to this Construction Contract that all disputes of any nature whatsoever regarding the Construction Contract including, but not limited to, any claims for compensation or damages arising out of breach or default under this Construction Contract, shall be resolved by administrative hearing pursuant to the provisions of Section 56-106, D.R.M.C. or, with respect to appropriate issues involving Small Business Enterprise contracting, by Section 28-33, D.R.M.C. 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.

10.0 ADDITIONAL PROVISIONS

- No Discrimination in Employment. In connection with the performance of the Work under this Construction Contract, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder. Further, the Contractor agrees to comply with the provisions of Section 28-45 to 28-47, D.R.M.C., and all Rules and Regulations promulgated and adopted by the Manager of the Division of Small Business Opportunity (DSBO), pursuant thereto relating to non-discrimination in employment by contractors, subcontractors and suppliers receiving compensation for work performed on the Project.
- Aviation Requirements. All of Contractor's work and services must comply with all applicable federal, state and local laws and regulations, including without limitation, Aviation's rules and regulations. Contractor's duty to defend and indemnify the City includes the City's Department of Aviation. Contractor shall comply with all applicable Standard Federal Provisions, including but not limited to the nondiscrimination requirements attached as Exhibit U. Contractor shall not interfere with any Aviation operations or activities. This Agreement is subject and subordinate to the terms, reservations, restrictions, and conditions of any existing or future agreements between Aviation and the United States. All use of Aviation controlled property is subject to Federal Aviation Administration ("FAA") review and approval. Contractor shall have no claim against the City resulting from Aviation operations, FAA requirements or Aviation requirements including, but not limited to, impacts attributable to aircraft.
- 10.3 <u>Insurance</u>. In addition to the requirements and obligations set forth in Title 16, the Contractor shall comply

with the insurance requirements set forth in **Exhibit Q**.

- **10.3.1** General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement. the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.
- 10.3.2 Proof of Insurance: Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as Exhibit Q, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- **10.3.3 Additional Insureds:** For Commercial General Liability, Auto Liability, Contractors Pollution Liability Including Error & Omissions, and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- **10.3.4 Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability if required, Contractor's insurer shall waive subrogation rights against the City.
- 10.3.5 Subcontractors and Subconsultants: All subconsultants, subcontractors, independent contractors, suppliers or other entities providing goods or services required by this Agreement shall be subject to all of the requirements herein. Contractor shall require all of its subcontractors and subconsultants of any tier to provide insurance coverage in types and amounts required by the Contractor, but in amounts of at least \$1,000,000 Commercial General Liability, Business Auto Liability insurance of \$1,000,000 combined single limit, statutory Workers' Compensation coverage, and \$1,000,000 professional liability for any subcontractor performing design or engineering work. Contractor agrees to provide proof of insurance for all such subcontractors, subconsultants, independent contractors, suppliers or other entities upon request by the City.
- 10.3.6 Workers' Compensation and Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with minimum limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

- **10.3.7 Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.
- 10.3.8 Business Automobile Liability: Contractor shall maintain Business Automobile Liability, or its equivalent, with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.
- **10.3.9 Professional Liability (Errors & Omissions):** Contractor shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.
- 10.3.10 Builder's Risk or Installation Floater: Contractor shall provide, Builders' Risk Insurance on a Completed Value Replacement Cost Basis, including the value of subsequent modifications, change orders, and the cost of material supplied or installed by others, comprising the total value of the entire project at the site. Such insurance shall: apply from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site; be maintained until formal acceptance of the project by the City; include the interests of the City including Aviation and if applicable, affiliated or associate entities, the General Contractor, subcontractors and sub-tier contractors in the project; be written on a Special Completed Value Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal, demolition, increased cost of construction, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, pilings including the ground on which the structure rests and excavation, backfilling, filling and grading; include a Beneficial Occupancy Clause and shall specifically permit occupancy of the building during construction. City and County of Denver Contractor shall take reasonable steps to obtain consent of the insurance company and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builder's Risk Policy; include Equipment Breakdown Coverage (a.k.a. Boiler & Machinery), if appropriate, which shall specifically cover insured equipment during installation and testing (including cold and hot testing).
- 10.3.11 Contractors Pollution Liability Including Errors and Omissions: Contractor shall maintain insurance covering work site operations that are conducted on DEN premises including project management and site supervision duties with a limit no less than \$10,000,000 each occurrence and \$10,000,000 annual aggregate for claims arising out of a pollution condition or site environmental condition. Coverage shall include claims/losses for bodily injury, property damage including loss of use of damaged property, defense costs including costs and expenses incurred in the investigation, defense or settlement of claims, and cleanup cost for pollution conditions resulting from illicit abandonment, the discharge, dispersal, release, escape, migration or seepage of any sold, liquid, gaseous or thermal irritant, contaminant, or pollutant, including soil, silt, sedimentation, smoke, soot, vapors, fumes, acids, alkalis, chemicals, electromagnetic fields, hazardous substances, hazardous materials, waste materials, low level radioactive waste, mixed wastes, on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater on DEN premises. Work site means a location where covered operations are being performed, including real property rented or leased from the City for the purpose of conducting covered operations.
- 10.3.12 Unmanned Aerial Vehicle (UAV) Liability: If Contractor desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations: Express written permission must be granted by DEN. Express written permission must be granted by the

Federal Aviation Administration (FAA). Drone equipment must be properly registered with the FAA. Drone operator(s) must be properly licensed by the FAA. Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

10.3.13 Additional Provisions:

- **10.2.13.1** For claims-made coverage: The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.
- 10.2.13.2 Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.
- **10.2.13.3** A Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow the form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.
- **10.3** <u>Title to the Work</u>. The Parties agree that the City shall have title to all components and aspects of the Project which are in place and title to all materials for which any payment has been made to the Contractor hereunder.

10.4 <u>Compliance with Minority/Women Owned Business Enterprise Requirements.</u>

- **10.4.1** This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code ("D.R.M.C."), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the "MWBE Ordinance"); and any Rules and Regulations promulgated pursuant thereto. The contract goal for MWBE participation for this Agreement is **20%**.
- 10.4.2 Under § 28-68, D.R.M.C., the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting MWBEs performing on this Agreement through change order, contract amendment, force account, or other modification under § 28-70, D.R.M.C. The Contractor acknowledges that:
- 10.4.2.1 If directed by DSBO, the Contractor is required to develop and comply with a Utilization Plan in accordance with § 28-62(b), D.R.M.C. Along with the Utilization Plan requirements, the Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.
- **10.4.2.2** If change orders or any other contract modifications are issued under the Agreement, the Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.
- 10.4.2.3 If change orders or other amendments or modifications are issued under the contract that include an increase in the scope of work of this Agreement, whether by amendment, change order, force account or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change orders or contract modification

shall be promptly submitted to DSBO for notification purposes.

- 10.4.2.4 Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subcontractors are subject to the original contract goal. The Contractor shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Contractor must also satisfy the requirements under §§ 28-60 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Contractor shall supply to DSBO all required documentation under §§ 28-60, 28-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the contract.
- **10.4.2.5** If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Contractor is required to comply with § 28-72, D.R.M.C. regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.
- **10.4.2.6** Termination or substitution of an MWBE subcontractor requires compliance with § 28-73, D.R.M.C.
- **10.4.2.7** Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-76 of the MWBE Ordinance.
- **10.4.2.8** Should any questions arise regarding specific circumstances, the Contractor should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

10.5 Compliance with Wage Rate Requirements.

10.5.1 Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the contract were encumbered. A copy of the applicable prevailing wage rate schedule is attached as **Exhibit F**, and incorporated herein by reference.

Date bid or request for qualifications/proposals was advertised: September 27, 2023.

- 10.5.2 Increases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be mandatory on either the contractor or subcontractors. Future changes in prevailing wages on contracts whose period of performance exceeds one (1) year shall be mandatory for the contractor and subcontractors only on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable.
- **10.5.3** Contractor shall provide the Auditor with a list of all subcontractors providing any services under the contract.
- **10.5.4** Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under the contract.
- 10.5.5 Contractor shall prominently post at the Project Site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits

may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.

- 10.5.6 If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe benefits.
- Compliance with Denver Wage Laws. To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein."
- **Workforce**. The City is committed to developing and implementing an Expanded Pilot Workforce Program for the Denver Fire Station 40 CM/GC construction contract that will increase outreach, training, job opportunities and address shortages in qualified construction workers by increasing the number of apprentices.

10.7.1 Apprenticeship.

- **10.7.1.1** Overall Apprenticeship Requirement. Fifteen percent (15%) of Construction Hours will be performed by apprentices in registered apprenticeship programs ("Overall Apprenticeship Requirement").
- **10.7.1.2** First Year Apprentice Requirement. A minimum of three and seventy-five hundredths percent (3.75%) of the total construction hours worked shall be performed by first-year apprentices.
- **10.7.1.3** "Construction Hours" are the hours of every worker, mechanic or other laborer employed by Contractor or its subcontractors in the work of construction, alteration, improvement, maintenance or demolition as documented in LCPtracker.

10.7.2 Failure to Achieve Overall Apprenticeship Requirements.

- 10.7.2.1 Contractor must exercise good faith efforts to meet or exceed the Overall Apprenticeship Requirement. Contractor's failure to deliver this scope item and achieve the stated Overall Apprenticeship Requirement as established by the apprentice work hours reflected in LCPtracker (or its replacement, if LCPtracker is replaced) will result in a reduction in payment to Contractor. If Contractor does not meet or exceed the Overall Apprenticeship Requirement at Substantial Completion, the City will reduce contractor's final payment by \$29.00 for each hour of apprentice work not achieved as reflected by LCPtracker up to a maximum of \$400,000.00. Contractor's final payment shall not be reduced if it negotiates, and the City approves, a compliance plan.
- **10.7.3 Workforce Platform**. Contractor shall utilize the City's workforce platform and coordinate its workforce efforts with any supporting program.
- **10.7.4** Workforce Plan. Contractor's approved Workforce Plan is attached as Exhibit S. Contractor shall comply with all requirements of its approved Workforce Plan. The approved Workforce Plan shall at a minimum

address:

- **10.7.4.1** Specific additional actions Contractor will take to increase outreach, training, job opportunities and employment.
- **10.7.4.2** Contractor's commitment to coordinate and interface with the City's designated workforce convenor.
- **10.7.4.3** Contractor's commitment to participate in outreach and recruitment events led by the City and the City's designated workforce convenor.
 - **10.7.4.4** Specific actions Contractor will take to meet the City's Apprenticeship Requirements.
- **10.7.5 Mandatory Reporting Requirement.** Periodic reporting of progress meeting specific goals consistent with the objectives of the Pilot Workforce Program.
 - **10.7.5.1** A Workforce coordinator who will be the central point of contact for workforce issues.
- 10.8 Applicability of Laws. This Contract and Agreement between the Contractor and the City shall be deemed to have been made in the City and County of Denver, State of Colorado and shall be subject to, governed by and interpreted and construed in accordance with the laws of the State of Colorado and the Charter, the Revised Municipal Code, Rules, Regulations, Executive Orders and fiscal rules of the City. As such, the Contractor shall at all times comply with the provisions of the Charter, Revised Municipal Code, Rules, Regulations, Executive Orders and fiscal rules of the City, and those of the State of Colorado and Federal Laws and Rules and Regulations, which in any manner limit, control or apply to the actions or operations of the Contractor, any Subcontractors, employees, agents or servants of the Contractor engaged in the Work or affecting the materials and equipment used in the performance of the Work, as the same may be, from time to time, promulgated, revised or amended. The Charter and Revised Municipal Code of the City, as the same may be amended from time to time, are hereby expressly incorporated into this Construction Contract as if fully set out herein by this reference.
- Appropriation. Notwithstanding any other term, provision, or condition herein, all payment obligations under this Construction Contract shall be limited to the funds appropriated or otherwise made available by the Denver City Council and paid into the Treasury of the City. As of the date of this Construction Contract, NINETEEN MILLION TWO HUNDRED SEVENTY-EIGHT THOUSAND TWO HUNDRED SEVENTY-FIVE DOLLARS AND CENTS (\$19,278,275.00) have been appropriated for this Construction Contract. The Executive Director of Department of Transportation and Infrastructure, upon reasonable written request, will advise the Contractor in writing of the total amount of appropriated and encumbered funds that are or remain available for payment to the Contractor.
- 10.10 The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Contractor to exceed the amount appropriated for the Work to be performed in accordance with the Contract Documents is expressly prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable Work to be performed, which Work will cause the aggregate amount payable for such Work to exceed the amount appropriated and encumbered for the Work, unless and until such time as the Contractor has been advised in writing by the Executive Director of Department of Transportation and Infrastructure that a lawful appropriation sufficient to cover the entire cost of such additional Work has been made. It shall be the responsibility of the Contractor to verify that the amounts already appropriated for the Work are sufficient to cover the entire cost of such Work, and any Work undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of this Agreement, without the proper authorization for such Work, and at the Contractor's own risk and sole expense.

- 10.11 <u>Approvals</u>. In the event this contract calls for the payment by the City of **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)** or more, approval by the City Council of the City and County of Denver, acting by ordinance, in accordance with Section 3.2.6 of the Charter of the City and County of Denver, is and shall be an express condition precedent to the lawful and binding execution and effect and performance of this contract.
- **10.12** Assignment Strictly Prohibited. The Contractor shall not assign or otherwise transfer, in whole or in part, any of its rights, benefits, claims, obligations, duties or entitlement to monies owed or which may become due under this Construction Contract, except upon the prior written consent and approval of the Executive Director to such assignment.
- **10.13** Conflict of Interest. The Parties agree that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and the City further agrees not to hire or contract for services with any official, officer or employee of the City or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.9 and 1.2.12.
- **10.14** Taxes, Charges and Penalties. Except as provided in the City's Prompt Payment ordinance, codified at D.R.M.C. Sections 20-107, 20-108 and 20-109, the City shall not be liable for the payment of any taxes, late charges, interest or penalties of any nature arising out of this Construction Contract.
- **10.15** Waiver of C.R.S. 13-20-802 et. seq. The Contractor specifically waives all the provisions of Part 8 of Article 20 of Title 13, Colorado Revised Statutes regarding defects in the Work under this Construction Contract.

10.16 Proprietary or Confidential Information.

- **10.16.1 City Information**: The Contractor understands and agrees that, in performance of this Construction Contract, the Contractor may have access to private or confidential information that may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. The Contractor agrees that all information disclosed by the City to the Contractor shall be held in confidence and used only in performance of the Construction Contract. The Contractor shall exercise the same standard of care to protect such information as a reasonably prudent Contractor would to protect its own proprietary data.
- 10.16.2 Contractor Information: The Parties understand that all the material provided or produced under this Construction Contract may be subject to the Colorado Open Records Act, C.R.S. 24-72-201, et seq., and that in the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material. The Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Contractor's intervention to protect and assert its claims of privilege against disclosure under this Section including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.
- **10.17 Status of Contractor**. It is understood and agreed that the status of the Contractor shall be that of an independent contractor retained on a contractual basis to perform work or services for limited periods of time, and it is not intended, nor shall it be construed, that the Contractor, or any member of its staff or any consultant, is an employee,

officer or Director of the City under Chapter 18 of the Denver Revised Municipal Code, for any purpose whatsoever.

10.18 <u>Rights and Remedies Not Waived</u>. No payment or failure to act under the Construction Contract by the City shall constitute or be construed to be a waiver of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction, by the City, when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, by either party to any breach of the Construction Contract shall be held to be a waiver of any default or other breach.

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

If to the Contractor:

Mark Young Construction, LLC 7200 Miller Place Frederick, Colorado, 80504

If to the City:

Executive Director of the Department of Transportation and Infrastructure or Designee 201 W. Colfax Ave., Dept. 608 Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office Attn: Robert Wheeler 1437 Bannock St., Room 353 Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

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

- **10.21** <u>Contract Binding</u>. It is agreed that this Construction Contract shall be binding on and inure to the benefit of the Parties hereto, their heirs, executors, administrators, successors and duly authorized assigns.
- **10.22 Paragraph Headings**. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.
- 10.23 <u>Severability</u>. It is understood and agreed by the Parties hereto that, if any part, term, or provision of this Construction Contract, except for the provisions of this Construction Contract requiring prior appropriation and limiting the total amount to be paid by the City, is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Construction Contract did not contain the particular part, term or provision held to be invalid.
- 10.24 <u>Electronic Signatures and Electronic Records</u>. The Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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[ELECTRONIC SIGNATURES FOLLOW]

Contract Control Number: Contractor Name:	DOTI-202578044-00 Mark Young Construction, LLC		
IN WITNESS WHEREOF, the particular Denver, Colorado as of:	es have set their hands and affixed their seals at		
SEAL	CITY AND COUNTY OF DENVER:		
ATTEST:	By:		
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED:		
Attorney for the City and County of De	enver		
By:	By:		
	By:		

Contract Control Number: Contractor Name:

DOTI-202578044-00

Mark Young Construction, LLC

DocuSigned by:	
By:	
Ву:	
Dennis Wolfe	
Name: (please print)	
(please print)	
Title: President (please print)	
(please print)	
ATTEST: [if required]	
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By:	
Name:	
Name: (please print)	
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Title:	
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Exhibit A

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Exhibit B

SPECIAL CONTRACT CONDITIONS

CITY AND COUNTY OF DENVER DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

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:

Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS, City and County of Denver (The Index for which is bound herein and commonly referred to as the "Yellow Book") (2011 Edition)

Colorado Department of Transportation "Standard Specifications for Road and Bridge Construction" (Sections 200 through 700 of the 2022 Edition).

Transportation Standards and Details for the Engineering Division, City and County of Denver (January 2013)

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

Building Code of the City and County of Denver

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

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

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

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

https://www.denvergov.org/files/assets/public/doti/documents/standards/pwes-001.5-transportation_standards_and_details_for_the_engineering_division.pdf

https://www.denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Department-of-Transportation-and-Infrastructure/Programs-Services/Wastewater-Management/Infrastructure

The Manual on Uniform Traffic Control Devices for Streets & Highways is available for review as stated above or can be viewed at the Federal Highway Administration Website at: www.fhwa.dot.gov, where you will also find purchase information.

The "Colorado Department of Transportation Standard Specifications for Road and Bridge Construction" is available for review as stated above, or can be purchased from the Colorado Department of Transportation.

The Wastewater Management Division – Detail and Technical Specifications for Storm and Sanitary Construction, is available at Wastewater Management Division, 2000 W. 3rd Avenue, Denver, Colorado 80223.

SC-2 CITY DELEGATION OF AUTHORITY

With reference to General Contract Condition 109, DEPUTY MANAGER and General Contract Condition 212, CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Executive Director hereby designates the City Engineer as the City official responsible for those certain actions and decisions designated as the responsibility of the Deputy Manager under the General Conditions and delegates to the City Engineer the authority necessary to undertake those responsibilities under this Contract. The 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 Transportation and Infrastructure / Engineering Division,

Hannah Hagener

Joe Levi, Oz Architecture

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 RESERVED.

SC-8 RESERVED.

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" shall have the meaning set forth in paragraph 3.0 Scope of Work and elsewhere in the Contract and Contract Documents."

SC-10 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, city furlough days, 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-11 SUBCONTRACTOR ACCEPTANCE

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

- 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 Utilization 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.
- K. Significant or repeated performance issues on City contracts including, but not limited to, failures to complete work on schedule, poor quality work, failure to comply with required programs which may include the DBE program, the MWBE program, Minimum Wage or Workforce.
- 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 their 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-12 PAYMENT PROCEDURE

Applications for payment shall be based on the Contract Unit Prices or the approved Schedule of Values described in GC 903.1

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

Agency/FirmNameTelephoneDOTIHannah Hagener720-948-6429

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

1. Starting with the second payment application, the payment applications shall be accompanied by a completed Contractors' Certification of Payment Form (CCP), listing all first tier subcontractors and suppliers and all certified subcontractors or suppliers that are listed for participation towards any assigned SMWDBE program goal. The final payment application must be accompanied by an executed Final/Partial Release and Certification of Payment Form and Certificate of Contract Release Form from the Contractor.

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

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

SC-13 SCHEDULE OF VALUES FOR LUMP SUM SUBCONTRACTS

General 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-14 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. If long lead items are being fabricated off-site and the manufacturer requires partial payment to begin fabrication or manufacturing work, the City, in its sole discretion, may agree to reimburse Contractor for some or all of these costs. The City will only consider actual costs that must be paid in advance by Contractor. Contractor assumes all risk of loss, non-performance, damage or defect in long lead items. In no circumstance will Contractor be entitled to additional compensation if long lead items are defective, delayed or not delivered. In the case of loss, Contractor must replace all long lead items at its sole cost. If Contractor identifies specific long lead items requiring significant payments before off-site fabrication can begin and it would like the City to consider paying some or all of amounts required to start work, it must submit a written request for the Program Manager's review with all requested documentation well in advance of submitting an application for payment. Contractor will execute any additional assurances requested by City. If the City declines to approve the request, Contractor is entitled to no additional compensation.
- 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 must also verify and certify the estimate of Work completed prior to any acceptance by the City. The Project Manager may delegate the verification of specific work to the Design Consultant.
- 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-15 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 therefore 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-16 ADJUSTMENT OF CONTRACT AMOUNT

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

- 1. <u>Contract Amount Adjustments</u>. All adjustments to the Contract Amount shall be determined by using one or more of the following methods:
 - A. <u>A negotiated lump sum</u>. 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 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. <u>Unit prices</u> (as stated in the Contract Documents or subsequently agreed upon) multiplied by final verified quantities of work performed;
 - C. <u>Costs as determined in a manner previously agreed</u> upon by the parties, which include markups, that do not exceed those set forth in G.C. 1104.2 below; or
 - D. <u>Time and Material costs</u> 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. <u>Calculation of the Contract Adjustment</u>. In no event shall the charge or credit to the City associated with any change exceed the sum of the following:
 - A. <u>Direct Labor</u> 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. <u>Labor Burden</u>. 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, i.e., 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. <u>Direct Material, Supplies, Installed Equipment</u>. 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. <u>Equipment Costs</u>. 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. <u>Mark Up for Overhead and Profit.</u>

- (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 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. <u>Bonds, Insurance, Permits and Taxes</u>. 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. <u>Totals as Equitable Adjustment</u>. 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. <u>No Equitable Adjustment for Obstruction by Contractor.</u> 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. <u>Calculation of Certain Equitable Adjustments.</u>
 - 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. <u>Variation in Quantity of Unit Priced Items.</u> 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. <u>Disposition of Excess or Obsolete Property.</u> 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-17 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 DOTI Executive Director 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 DOTI Executive Director 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-18 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 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 two (2) working days 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-19 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-20 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) Retainage withheld for completed and accepted Work.
- 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-21 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-22 RESERVED

SC-23 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 however 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-24 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-25 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-26 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-27 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 (\$100.00) per hour of City Attorney time.

Exhibit C

Minority/Women Owned Business Enterprise Program Compliance Plan

(Incorporated herein by reference)

Exhibit D PRECONSTRUCTION SERVICES AGREEMENT

(Incorporated herein by reference)

Exhibit E

Equal Employment Opportunity Provisions

RULES AND REGULATIONS REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

RULE I - DEFINITIONS

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

RULE II - NOTICE OF HEARING

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

RULE III - HEARING

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

REGULATIONS

REGULATION NO. 1 - ORDINANCE:

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

REGULATION NO. 2 - EXEMPTIONS:

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

REGULATION NO. 3 - DIRECTOR OF CONTRACT COMPLIANCE:

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

REGULATION NO. 4 - GOALS AND TIMETABLES:

In general, goals and timetables should take into account anticipated vacancies and the availability of skills in the market place from which employees should be drawn. In addition, where discrimination in

employment by a general contractor or any of his subcontractors is indicated, a corrective action program will take into account the need by the general contractor and his subcontractors to correct past discriminatory practices and reach goals of minority manpower utilization on a timely basis through such recruiting and advertising efforts as are necessary and appropriate.

REGULATION NO. 5 - AWARD OF CONTRACTS:

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

REGULATION NO. 6 - PUBLICATION AND DUPLICATION:

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

REGULATION NO. 7 - NOTICE TO PROCEED:

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

REGULATION NO. 8 - CONTRACTS WITH SUBCONTRACTORS:

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

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

REGULATION NO. 9 - AGENCY REFERRALS:

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

REGULATION NO. 10 - CLAUSES:

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

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

All amendments to the appendices shall be included by reference.

REGULATION NO. 11 - SHOW CAUSE NOTICES:

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

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

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

[END OF PAGE]

CITY AND COUNTY OF DENVER DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

APPENDIX A

CITY AND COUNTY OF DENVER EQUAL OPPORTUNITY CLAUSE - ALL CONTRACTS

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

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

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

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

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

[END OF PAGE]

CITY AND COUNTY OF DENVER DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

APPENDIX F

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

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

NOTICE

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

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

/s/

Manager of the Department of Transportation and Infrastructure, City and County of Denver

A. REQUIREMENTS - AN AFFIRMATIVE ACTION PLAN:

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

1. GOALS AND TIMETABLES:

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

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

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

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

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

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

2. SPECIFIC AFFIRMATIVE ACTION STEPS:

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

engaged in an Affirmative Action Program directed at increasing minority and female utilization and that such efforts were at least as extensive and as specific as the following:

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

k. The Contractor should have solicited bids for subcontracts from available minority and female subcontractors engaged in the trades covered by these Bid Conditions, including circulation of minority and female contractor associations.

NOTE:

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

3. NON - DISCRIMINATION:

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

4. COMPLIANCE AND ENFORCEMENT:

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

B. CONTRACTORS SUBJECT TO THESE BID CONDITIONS:

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

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

C. OBLIGATIONS APPLICABLE TO CONTRACTORS:

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

D. GENERAL REQUIREMENTS:

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

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

[END OF PAGE]

Exhibit F

Prevailing Wage Rate Schedule



RFP

DOTI-202369321

TO: All Users of the City and County of Denver Prevailing Wage Schedules

FROM: Alex Marvin, Classification and Compensation Analyst Staff

DATE: July 26, 2023

SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday**, **July 21**, **2023**, and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20230020 Superseded General Decision No. CO20220020 Modification No. 7 Publication Date: 7/21/2023 (8 pages)

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

Attachments as listed above.

*Career Service Board approved to adjust all Davis Bacon classifications under \$17.29 to comply with the city's minimum wage. The effective date is January 1, 2023.

"General Decision Number: CO20230020 07/21/2023

Superseded General Decision Number: CO20220020

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include single family

homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally

required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

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determination, if it is
                              | higher) for all hours
                                 spent performing on the
                                 contract in 2023.
| If the contract was awarded on | . Executive Order 13658
or between January 1, 2015 and generally applies to the
|January 29, 2022, and the | contract.
|contract is not renewed or |. The contractor must pay
|extended on or after January | covered workers at least
|30, 2022:
                                 $12.15 per hour (or the
                                 applicable wage rate
listed
                              | on this wage
determination,
                              | if it is higher) for all
                                 hours spent performing on
                               that contract in 2023.
```

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the

Executive Orders and a classification considered necessary for

performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification	Number	Publication Date
0		01/06/2023
1		01/13/2023
2		02/24/2023
3		04/07/2023
4		05/12/2023
5		06/02/2023
6		07/07/2023
7		07/21/2023

ASBE0028-002 03/01/2022

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	\$ 32.98	15.47
CARP0055-002 05/01/2023		
	Rates	Fringes
CARPENTER (Drywall Hanging		
Only)	\$ 33.86	12.59
CARP1607-001 06/01/2023		
	Rates	Fringes
MILLWRIGHT	\$ 41.19	16.74
ELEC0068-012 06/01/2023		

Rates

Fringes

ELECTRICIAN (Includes Low Voltage Wiring)\$ 43.20			
ELEV0025-001 01/01/2023			
Rates	Fringes		
ELEVATOR MECHANIC\$ 51.94	4 37.335		
FOOTNOTE: a.Vacation: 6%/under 5 years based on for	-		
all hours worked. 8%/over 5 years bas hourly rate for all hours worked.	sed on regular		
b. PAID HOLIDAYS: New Year's Day; Mer Independence	morial Day;		
Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday			
after Thanksgiving Day; and Christmas	Day.		
 ENGI0009-017 05/01/2023			
Rates	Fringes		
POWER EQUIPMENT OPERATOR (Crane)			
141 tons and over\$ 38.63 50 tons and under\$ 34.7 51 to 90 tons\$ 35.0 91 to 140 tons\$ 36.2	7 14.25 7 14.25 7 14.25		
 IRON0024-009 05/01/2023			
Rates	Fringes		
IRONWORKER, ORNAMENTAL\$ 35.24	12.50		

IRON0024-010 05/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL	\$ 35.24	12.50
PAIN0079-006 08/01/2022		
	Rates	Fringes
PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping)	\$ 25.11	10.95
PAIN0079-007 08/01/2022		
	Rates	Fringes
DRYWALL FINISHER/TAPER	\$ 25.81	10.95
PAIN0419-001 06/01/2022		
	Rates	Fringes
SOFT FLOOR LAYER (Vinyl and Carpet)	\$ 18.25	14.33
 * PAIN0930-002 07/01/2023		
	Rates	Fringes
GLAZIER	\$ 33.51	12.65
PLUM0003-009 06/01/2022		
	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation)	\$ 41.33	19.29

 PLUM0208-008 06/01/2023		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation)	.\$ 41.50	19.72
 SFC00669-002 04/01/2023		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	.\$ 43.14	26.40
 SHEE0009-004 07/01/2023		
	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit		
	.\$ 38.47	20.83
HVAC Duct Installation; Excludes HVAC Pipe and Unit	.\$ 38.47	20.83
HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation)	.\$ 38.47 	20.83 Fringes
HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation)	Rates	
HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation)	Rates .\$ 21.96	Fringes
HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation)	Rates .\$ 21.96 .\$ 22.40	Fringes 0.00

<pre>Installation, Drywall Hanging, and Metal Stud Installation\$ 21.09</pre>	6.31
incedifacton	0.01
CEMENT MASON/CONCRETE FINISHER\$ 20.09	7.03
LABORER: Common or General\$ 14.49 **	5.22
LABORER: Mason Tender - Brick\$ 15.99 **	0.00
LABORER: Mason Tender -	
Cement/Concrete\$ 16.00 **	0.00
LABORER: Pipelayer\$ 16.96	3.68
OPERATOR:	
Backhoe/Excavator/Trackhoe\$ 20.78	5.78
OPERATOR: Bobcat/Skid	
Steer/Skid Loader\$ 19.10	3.89
OPERATOR: Grader/Blade\$ 21.50	0.00
ROOFER\$ 16.56	0.00
TRUCK DRIVER: Dump Truck\$ 17.34	0.00
WATERPROOFER\$ 12.71 **	0.00

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

Office of Human Resources Supplemental Rates (Specific to the Denver projects)

Revision Date: 01-01-2023

Classification		Base	Fringe
Boilermaker		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Laborer: Concrete Saw		\$17.29	1
Paper Hanger		\$20.15	\$6.91
Plasterer		\$24.60	\$12.11
Plaster Tender		\$17.29	-
Power Equipment Operator	Concrete Mixer - Less than 1 yd	\$23.67	\$10.67
	Concrete Mixer - 1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loader - up to and incl 6 cu yd	\$23.67	\$10.67
	Loaders - over 6 cu yd	\$23.82	\$10.68
	Mechanic	\$18.48	-
	Motor Grader	\$23.97	\$10.70
	Oilers	\$22.97	\$10.70
	Roller	\$23.67	\$10.67
Truck Driver	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11
Waterproofer		\$17.29	\$0.00

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

RFP

DOTI-202369321



TO: All Users of the City and County of Denver Prevailing Wage Schedules

FROM: Alex Marvin, Classification and Compensation Analyst Staff

DATE: July 26, 2023

SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday**, **July 21**, **2023**, 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. CO20230002 Superseded General Decision No. CO20220002 Modification No. 6 Publication Date: 7/21/2023 (9 pages)

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

Attachments as listed above.

*Career Service Board approved to adjust all Davis Bacon classifications under \$17.29 to comply with the city's minimum wage. The effective date is January 1, 2023. See page 10 for reference.

"General Decision Number: C020230002 07/21/2023

Superseded General Decision Number: CO20220002

State: Colorado

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally

required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered	Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	The contractor must pay
option is exercised) on or	all covered workers at
after January 30, 2022:	least \$16.20 per hour (or
the applicable wage rate	
listed on this wage	

```
determination, if it is
                              | higher) for all hours
                                 spent performing on the
                                 contract in 2023.
| If the contract was awarded on | . Executive Order 13658
or between January 1, 2015 and generally applies to the
|January 29, 2022, and the | contract.
|contract is not renewed or |. The contractor must pay
|extended on or after January | covered workers at least
|30, 2022:
                                 $12.15 per hour (or the
                                 applicable wage rate
listed
                              | on this wage
determination,
                              | if it is higher) for all
                                 hours spent performing on
                               that contract in 2023.
```

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the

Executive Orders and a classification considered necessary for

performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification	Number	Publication Dat	e
0		01/06/2023	
1		02/24/2023	
2		04/07/2023	
3		05/12/2023	
4		06/02/2023	
5		07/07/2023	
6		07/14/2023	
7		07/21/2023	

ASBE0028-001 03/01/2022

Asbestos Workers/Insulator	
(Includes application of	
all insulating materials,	
protective coverings,	
coatings and finishings to	
all types of mechanical	
systems)\$ 32.98	15.47

Rates

Fringes

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

	Rates	Fringes
BRICKLAYER	\$ 34.18	10.86

^{*} BRC00007-006 05/01/2023

EL PASO AND PUEBLO COUNTIES

^{*} BRC00007-004 01/01/2023

	Rates	Fringes
BRICKLAYER	\$ 31.89	13.70
ELEC0012-004 09/01/2021		
PUEBLO COUNTY		
	Rates	Fringes
ELECTRICIAN		
Electrical contract over \$1,000,000	\$ 29.80	13.00+3%
Electrical contract under \$1,000,000	\$ 24.85	13.00+3%
ELEC0068-001 06/01/2023		
ELEC0000-001 00/01/2023		
ADAMS, ARAPAHOE, BOULDER, BROOM JEFFERSON, LARIMER, AND WELD CO		, DOUGLAS,
	Rates	Fringes
ELECTRICIAN	•	18.38
ELEC0111-001 09/01/2022		
	Rates	Fringes
Line Construction: Groundman Line Equipment Operator	\$ 38.61	21.25%+7.35
Lineman and Welder	\$ 53.61 	24.25%+7.35
 ELEC0113-002 06/01/2023		
EL PASO COUNTY		

Rates Fringes

ELECTRICIAN		17.52
 ELEC0969-002 06/01/2019		
MESA COUNTY		
	Rates	Fringes
ELECTRICIAN	\$ 25.20	10.06
ENGI0009-001 05/01/2023		
	Rates	Fringes
Power equipment operators: Blade: Finish Blade: Rough Bulldozer	\$ 34.05 \$ 34.05 \$ 34.77 \$ 35.07 \$ 36.27 \$ 38.63 \$ 33.62 \$ 34.58 \$ 33.19 \$ 34.21	14.25 14.25 14.25 14.25 14.25 14.25 14.25 14.25 14.25 14.25
IRON0024-003 05/01/2023		
	Rates	Fringes
IRONWORKER, STRUCTURAL Structural	\$ 35.24	22.84

LABO0086-001 05/01/2009		
	Rates	Fringes
Laborers: Pipelayer		6.78
 PLUM0003-005 06/01/2022		
ADAMS, ARAPAHOE, BOULDER, BROOMF JEFFERSON, LARIMER AND WELD COUN'		DOUGLAS,
	Rates	Fringes
PLUMBER	.\$ 46.58	19.29
 * PLUM0058-002 07/01/2023		
EL PASO COUNTY		
	Rates	Fringes
Plumbers and Pipefitters	.\$ 43.90	16.83
 * PLUM0058-008 07/01/2023		
PUEBLO COUNTY		
	Rates	Fringes
Plumbers and Pipefitters	.\$ 43.90	16.83
 PLUM0145-002 07/01/2022		
MESA COUNTY		

Fringes

Rates

Plumbers and Pipefitters\$ 36.47	14.82
PLUM0208-004 06/02/2023	
ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, JEFFERSON, LARIMER AND WELD COUNTIES	DOUGLAS,
Rates	Fringes
PIPEFITTER\$ 44.56	19.72
SHEE0009-002 07/01/2023	
Rates	Fringes
Sheet metal worker\$ 38.47	20.83
TEAM0455-002 07/01/2023	
Rates	Fringes
Truck drivers: Pickup\$ 25.46 Tandem/Semi and Water\$ 26.09	4.77 4.77
 * SUCO2001-006 12/20/2001	
Rates	Fringes
BOILERMAKER\$ 17.60	
Carpenters: Form Building and Setting\$ 16.97 All Other Work\$ 15.14 **	2.74 3.37
Cement Mason/Concrete Finisher\$ 17.31	2.85
IRONWORKER, REINFORCING\$ 18.83	3.90

Laborers:	
Common\$ 11.22 **	2.92
Flagger\$ 8.91 **	3.80
Landscape\$ 12.56 **	3.21
Painters:	
Brush, Roller & Spray\$ 15.81 **	3.26
Power equipment operators:	
Backhoe\$ 16.36	2.48
Front End Loader\$ 17.24	3.23
Skid Loader\$ 15.37 **	4.41

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

Office of Human Resources Supplemental Rates (Specific to the Denver Projects) (Supp #74, Revised: 01-01-2023)

Classification Base **Fringe** Ironworker Ornamental \$24.80 \$10.03 Group 1 Laborer \$18.18 \$8.27 \$21.59 Group 2 \$8.61 Laborer (Common) \$17.29 \$2.92 Laborer (Flagger) \$3.80 \$17.29 Laborer (Landscape) \$17.29 \$3.21 Laborer (Janitor) Janitor/Yardmen \$17.68 \$8.22 Removal of Asbestos \$8.55 Laborer (Asbestos) \$21.03 Laborer (Tunnel) Group 1 \$18.53 \$8.30 Group 2 \$18.63 \$8.31 Group 3 \$19.73 \$8.42 Group 4 \$21.59 \$8.61 Group 5 \$19.68 \$8.42 **Line Construction** Lineman, Gas Fitter/Welder \$36.88 \$9.55 Line Eq Operator/Line Truck Crew \$25.74 \$8.09 Millwright \$28.00 \$10.00 Power Equipment Operator Group 1 \$22.97 \$10.60 Group 2 \$23.32 \$10.63 Group 3 \$23.67 \$10.67 Group 4 \$23.82 \$10.68 Group 5 \$23.97 \$10.70 Group 6 \$24.12 \$10.71 Group 7 \$24.88 \$10.79 Power Equipment Operator (Tunnels above and below ground, shafts and raises): Group 1 \$25.12 \$10.81 Group 2 \$25.47 \$10.85 Group 3 \$25.57 \$10.86 Group 4 \$25.82 \$10.88 Group 5 \$10.90 \$25.97 Group 6 \$26.12 \$10.91 Group 7 \$26.37 \$10.94 Truck Driver Group 1 \$18.42 \$10.00 Group 2 \$19.14 \$10.07 Group 3 \$19.48 \$10.11 Group 4 \$20.01 \$10.16 Group 5 \$20.66 \$10.23 \$21.46 Group 6 \$10.31

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

Docusign Envelope ID: A28F5A10-7DC9-4FE1-9D17-B49015DCCB35

classifications used.



TO: All Users of the City and County of Denver Prevailing Wage Schedules

FROM: Alex Marvin, Classification and Compensation Analyst Staff

DATE: March 2, 2023

SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday**, **February 24**, **2023**, 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. CO20230009
Superseded General Decision No. CO20220009
Modification No. 1
Publication Date: 02/24/2023
(7 pages)

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

Attachments as listed above.

*Career Service Board approved to adjust all Davis Bacon classifications under \$17.29 to comply with the city's minimum wage. The effective date is January 1, 2023. See page 7 for reference.

"General Decision Number: CO20230009 02/24/2023

Superseded General Decision Number: CO20220009

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally

required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

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higher) for all hours
                                  spent performing on the
                                  contract in 2023.
| If the contract was awarded on | . Executive Order 13658
|or between January 1, 2015 and | generally applies to the
|January 29, 2022, and the
                            | contract.
|contract is not renewed or |. The contractor must pay
allI
|extended on or after January | covered workers at least
|30, 2022:
                                  $12.15 per hour (or the
                                  applicable wage rate
listed
                               | on this wage
determination, |
                                  if it is higher) for all
                                  hours spent performing on
                                  that contract in 2023.
```

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the

Executive Orders and a classification considered necessary for

performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/06/2023 1 02/24/2023

_ _____

CARP9901-008 11/01/2019

Rates	Fringes

CARPENTER (Form Work Only).....\$ 26.50

ELEC0068-016 03/01/2011

Rates Fringes

TRAFFIC SIGNALIZATION:

Traffic Signal Installation

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

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following

addresses in each of the following cities:

Colorado Springs - Nevada & Bijou

Denver - Ellsworth Avenue & Broadway

Ft. Collins - Prospect & College

Grand Junction - 12th & North Avenue

Pueblo - I-25 & Highway 50

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

* ENGI0009-008 05/01/2022

Rates Fringes

POWER EQUIPMENT OPERATOR:

(3)-Hydraulic Backhoe

FENCE ERECTOR (Excludes

(Wheel Mounted, under 3/4 yds), Hydraulic Backhoe (Backhoe/Loader combination), Drill Rig Caisson (smaller than		
Watson 2500 and similar),		
Loader (up to and including 6 cu. yd.)\$ (3)-Loader (under 6 cu.	33.14	13.30
yd.) Denver County\$ (3)-Motor Grader (blade-	33.14	13.30
rough) Douglas County\$ (4)-Crane (50 tons and	33.14	13.30
under), Scraper (single bowl, under 40 cu. yd)\$	33.83	13.30
<pre>(4)-Loader (over 6 cu. yd) Denver County\$ (5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90)</pre>	33.30	13.30
tons), Scraper (40 cu.yd and over),\$ (5)-Motor Grader (blade-finish)	33.48	13.30
Douglas County\$ (6)-Crane (91-140 tons)\$		13.30 13.30
 * SUCO2011-004 09/15/2011		
I	Rates	Fringes
CARPENTER (Excludes Form Work)\$	19.27	5.08
CEMENT MASON/CONCRETE FINISHER Denver\$ Douglas\$		5.75 3.00
ELECTRICIAN (Excludes Traffic Signal Installation)\$	35.13	6.83

Link/Cyclone Fence Erection)\$	13.02	**	3.20
GUARDRAIL INSTALLER\$	12.89	**	3.20
HIGHWAY/PARKING LOT STRIPING:Painter Denver\$ Douglas\$			3.21 3.21
<pre>IRONWORKER, REINFORCING (Excludes Guardrail Installation)\$</pre>	16.69		5.45
<pre>IRONWORKER, STRUCTURAL (Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation)\$</pre>	18.22		6.01
LABORER Asphalt Raker\$ Asphalt Shoveler\$ Asphalt Spreader\$ Common or General	21.21		4.25 4.25 4.65
Denver\$ Douglas\$ Concrete Saw (Hand Held)\$ Landscape and Irrigation\$ Mason Tender-	16.29 16.29	**	6.77 4.25 6.14 3.16
Cement/Concrete Denver\$ Douglas\$ Pipelayer			4.04 4.25
Denver	16.30		2.41 2.18 3.05
Stationary Flags)(Excludes Flaggers)\$	12.43	**	3.22
PAINTER (Spray Only)\$	16.99		2.87

POWER EQUIPMENT OPERATOR:			
Asphalt Laydown			
Denver\$	22.67		8.72
Douglas\$			8.47
Asphalt Paver	20.07		0.17
-	24 07		6.13
Denver\$			
Douglas\$	25.44		3.50
Asphalt Roller			
Denver\$			7.55
Douglas\$			6.43
Asphalt Spreader\$	22.67		8.72
Backhoe/Trackhoe			
Douglas\$	23.82		6.00
Bobcat/Skid Loader\$	15.37	**	4.28
Boom\$	22.67		8.72
Broom/Sweeper			
Denver\$	22.47		8.72
Douglas\$			8.22
Bulldozer\$			5.59
Concrete Pump\$			5.21
Drill	21.00		J.ZI
	20 40		A 71
Denver\$			4.71
Douglas\$			2.66
Forklift\$	15.91	* *	4.68
Grader/Blade			
Denver\$			8.72
Guardrail/Post Driver\$	16.07	**	4.41
Loader (Front End)			
Douglas\$	21.67		8.22
Mechanic			
Denver\$	22.89		8.72
Douglas\$			8.22
Oiler			
Denver\$	23.73		8.41
Douglas\$			7.67
Roller/Compactor (Dirt and	21.50		7.07
Grade Compaction)			
-	20 20		5.51
Denver\$			
Douglas\$			4.86
Rotomill\$	16.22		4.41
Screed	0.0 ==		0 0 5
Denver\$			8.38
Douglas\$			1.40
Tractor\$	13.13	* *	2.95

TRAFFIC SIGNALIZATION:			
Groundsman			
Denver\$	17.90		3.41
Douglas\$	18.67		7.17
TRUCK DRIVER			
Distributor			
	17 01		5.82
Denver\$			
Douglas\$	10.98		5.27
Dump Truck	1 5 0 5		F 0 F
Denver\$		**	5.27
Douglas\$			5.27
Lowboy Truck\$			5.27
Mechanic\$	26.48		3.50
Multi-Purpose Specialty &			
Hoisting Truck			
Denver\$	17.49		3.17
Douglas\$	20.05		2.88
Pickup and Pilot Car			
Denver\$	14.24	**	3.77
Douglas\$	16.43		3.68
Semi/Trailer Truck\$			4.13
Truck Mounted Attenuator\$		**	3.22
Water Truck			-
Denver\$	26 27		5.27
Douglas\$			2.58

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

Office of Human Resources Supplemental Rates (Specific to the Denver Projects) Revised 01/01/2023)

Classification		Base	Fringe
Guard Rail Installer		\$17.29	\$3.20
Highway Parking Lot Striping:			
Painter		\$17.29	\$3.21
Ironworker (Ornamental)		\$26.05	\$12.00
Laborer	Removal of Asbestos	\$21.03	\$8.55
Laborer (Landscape & Irrigation)		\$17.29	\$3.16
Laborer: Traffic Control (Flagger)		\$17.29	\$3.05
Laborer: Stationary Flags			
(excludes Flaggers)		\$17.29	\$3.22
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Pipefitter		\$30.45	\$12.85
Plumber		\$30.19	\$13.55
Power Equipment Operator			
(Tunnels Above and Below			
Ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31
Truck Driver: Truck Mounted			
Attenuator		\$17.29	\$3.22

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

RFP





TO: All Users of the City and County of Denver Prevailing Wage Schedules

FROM: OHR Compensation and Classification

DATE: June 21, 2023

SUBJECT: Latest Update to Prevailing Wage Schedules

Please find an attachment to this memorandum of all the current Office of Human Resources Prevailing Wage Schedules issued in accordance with the City and County of Denver's Revised Municipal Code, Section 20-76(c). This schedule does not include the Davis-Bacon rates. The Davis-Bacon wage rates will continue to be published separately as they are announced.

Modification No. 170
Publication Date: June 21, 2023
(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. The employer and the individual apprentice must be registered in a program, which has received prior approval by the U.S. Department of Labor. Any employer who employs an apprentice and is found to be in violation of this provision shall be required to pay said apprentice the full journeyman scale.

Attachments as listed above.

APPLIANCE MECHANIC

Effective Date: 06-21-23 Last Revision: 05-19-22

<u>Classification</u> <u>Base Wage/Hour</u> <u>Fringes/Hour</u>

Appliance Mechanic \$24.44 \$7.62

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

The Appliance Mechanic installs, services and repairs stoves, refrigerators, dishwashing machines, exercise equipment and other electrical household or commercial appliances, using hand tools, test equipment and following wiring diagrams and manufacturer's specifications. Responsibilities include: connects appliance to power source and test meters, such as wattmeter, ammeter, or voltmeter, observes readings on meters and graphic recorders, examines appliance during operating cycle to detect excess vibration, overheating, fluid leaks and loose parts, and disassembles appliances and examines mechanical and electrical parts. Additional duties include: traces electrical circuits, following diagram and locates shorts and grounds, using ohmmeter, calibrates timers, thermostats and adjusts contact points, and cleans and washes parts, using wire brush, buffer, and solvent to remove carbon, grease and dust. Replaces worn or defective parts, such as switches, pumps, bearings, transmissions, belts, gears, blowers and defective wiring, repairs and adjusts appliance motors, reassembles appliance, adjusts pulleys and lubricates moving parts, using hand tools and lubricating equipment.

Note: This position does not perform installations done at new construction.

BUILDING ENGINEER

Effective Date: 12-15-2022 Last Revision: 09-17-20

<u>Classification</u> <u>Base Wage/Hour</u> <u>Fringes/Hour</u>

Building Engineer \$33.36 \$8.65

This classification of work is responsible for operating, monitoring, maintaining/repairing the facilities mechanical systems to ensure peak performance of the systems. This includes performing P.M. and repair work of the building mechanical systems, inspecting, adjusting, and monitoring the building automation and life safety systems, contacting vendors and place order replacement parts, responding to customer service requests and performing maintenance/repairs I tenant or public spaces, performing routine P.M. i.e. light plumbing and electrical repairs, ballast lamp and tube replacement, operating mechanical systems both on site and via a remote laptop computer, maintaining inventory of spare parts and tools, painting and cleaning mechanical equipment and machine rooms, etc.

CONVEYANCE SYSTEM MAINTENANCE SERIES

Effective Date: 12-15-22 Last Revision: 11-18-21

Classification	Base Wage/Hour	Fringes/Hour
Entry-Support Mechanic	\$26.52	\$7.86
Machinery Maintenance Mechanic	\$29.39	\$8.19
Controls System Technician	\$35.77	\$8.93

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

This classification was previously listed as Baggage Handling System Maintenance. The title of the series has been changed to be inclusive of other types of similar work.

Entry Support Mechanic

The Entry Support Mechanic (ESM) applies basic mechanical knowledge to perform maintenance and operational tasks on a conveyance system. Under supervision of a Machinery Maintenance Mechanic (MMM) or Control Systems Technician (CRO), the ESM performs cleaning, routine inspections, preventive, corrective and emergency maintenance based on an established maintenance program. The ESM clears jams and faults and may physically move items during failures.

Machinery Maintenance Mechanic

The Machinery Maintenance Mechanic (MMM) applies advanced mechanical knowledge to perform maintenance and operational tasks on a conveyance system. Performs cleaning of all parts of the system, routine inspections, preventive maintenance, corrective maintenance, and emergency maintenance within the system based on an established maintenance program. The MMM shall inspect all equipment for proper operation and performance including but not limited to conveyors, lifts, diverters and automatic tag readers. The MMM troubleshoots, repairs, replaces, and rebuilds conveyor components including but not limited to; motors, gearboxes, bearings, rollers, sheaves, hydraulic systems, conveyor belting, clutch brakes, tools, independent carrier systems, and other complex devices using basic hand tools, power tools, welders and specialized tools. The MMM may assist the Control Systems Technician (CST) with clearing electrical faults and electrical repairs. The MMM reads and interprets manufacturers' maintenance manuals, service bulletins, technical data, engineering data, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components. The MMM clears jams and faults in the system and may physically move items during failures. The MMM will operate a Central Monitoring Facility/Control Room, these duties include; using multiple computer systems for monitoring the system and running reports, communicating faults in the system using a radio and telephone, and communicating with stakeholders. The MMM performs on-site training of ESM.

Controls System Technician

The Control Systems Technician (CST) applies advanced technical knowledge to perform maintenance and operational tasks on a conveyance system. Performs all duties assigned to an MMM in addition to the following routine inspections, preventive maintenance, corrective maintenance, and emergency maintenance of complex components within the system based on an established maintenance program. The CST is responsible for resolving difficult controls, electrical and mechanical problems. The CST troubleshoots, repairs, replaces, and rebuilds complex electro-mechanical systems and conveyor components including but not limited to; programmable logic controllers, input and output modules, electrical switches, variable frequency drives, 110V AC and 24V DC controls devices, automatic tag readers, electrical control panels, 110V - 480V AC components and motors, gearboxes, bearings, rollers, sheaves, hydraulic systems, conveyor belting, clutch brakes, tools, independent carrier systems, and other complex devices using basic hand tools, power tools, welders and specialized mechanical and electrical tools. The CST reads and interprets manufacturers' maintenance manuals, service bulletins, technical data, engineering data, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components. The CST clears mechanical, electrical and controls faults, jams and may physically move items during failures. The CST performs on-site training and competency evaluations of MMM and ESM.

Note: Incumbents must possess an Electrician's license when work warrants.

CUSTODIANS

Effective Date: 02-21-23 Last Revision: 02-24-22

Classification	Base Wage/Hour	Fringes/Hour
Custodian I	\$20.28	\$8.00 (Single) \$8.82 (Plus One)
		\$10.43 (Family)
Custodian II	\$20.63	\$8.06 (Single) \$8.88 (Plus One) \$10.49 (Family)

Benefits and Overtime

Parking With valid receipt from approved parking lot, employees are reimbursed the actual monthly cost

of parking.

RTD Bus Pass Employer will provide employees with the Bus Pass or pay (\$0.32) per hour for travel differential.

Shift Differential 2nd shift (2:30 p.m.-10:30 p.m.): \$.50/hour

3rd shift (10:31 p.m.-6:30 a.m.): \$1.00/hour

Overtime Time worked in excess of seven and one-half (7 ½) hours in one (1) day or in excess of thirty-

seven and one-half (37 ½) hours in one week shall constitute overtime and shall be paid for at the

rate of time and one-half (1 ½) at the employee's basic straight time hourly rate of pay.

Lunch Any employee working seven and a half (7 ½) hours in a day is entitled to a thirty (30) minute

paid lunch.

Note The Career Service Board in their public hearing on March 15, 2007 approved to amend

prevailing wages paid to the Custodian as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City

contract incorporating this wage specification."

Custodian I

Any employee performing general clean-up duties using equipment that does not require special training: i.e., dust mopping, damp mopping, vacuuming, emptying trash, spray cleaning, washing toilets, sinks, walls, cleaning chairs, etc.

Custodian II

Any employee performing specialized cleaning duties requiring technical training and the use of heavy and technical equipment, i.e., heavy machine operators, floor strippers and waxers, carpet shampooers, spray buffing, re-lamping, mopping behind machines, high ladder work, chemical stripping and finishing of stainless steel.

DIA OIL & GAS

Effective Date: 06-21-23 Last Revision: 03-17-22

Classification	Base Wage/Hour	Fringes/Hour
Derrick Hand/Roustabout	\$18.38	\$6.92
Electrician	\$29.02	\$8.15
Mechanic	\$29.18	\$8.17
Pipefitter	\$30.93	\$8.37
Rig/Drill Operator	\$24.71	\$7.65
Truck Driver	\$25.53	\$7.75

Heavy Equipment Mechanic (Mechanic)

The Heavy Equipment Mechanic analyzes malfunctions and repairs, rebuilds and maintains power equipment, such as cranes, power shovels, scrapers, paving machines, motor graders, trench-digging machines, conveyors, bulldozers, dredges, pumps, compressors and pneumatic tools. This worker operates and inspects machines or equipment to diagnose defects, dismantles and reassembles equipment, using hoists and hand tools, examines parts for damage or excessive wear, using micrometers and gauges, replaces defective engines and subassemblies, such as transmissions, and tests overhauled equipment to insure operating efficiency. The mechanic welds broken parts and structural members, may direct workers engaged in cleaning parts and assisting with assembly and disassembly of equipment, and may repair, adjust and maintain mining machinery, such as stripping and loading shovels, drilling and cutting machines, and continuous mining machines.

Pipefitter

The Pipefitter, Maintenance installs or repairs water, steam, gas or other types of pipe and pipefitting. Work involves most of the following: laying out work and measuring to locate position of pipe from drawings or other written specifications, cutting various sizes of pipe to correct lengths with chisel and hammer, oxyacetylene torch or pipe-cutting machines, threading pipe with stocks and dies. This person is responsible for bending pipe by hand-driven or power-driven machines, assembling pipe with couplings and fastening pipe to hangers, making standard shop computations relating to pressures, flow and size of pipe required; and making standard tests to determine whether finished pipes meet specifications. In general, the work of the Maintenance Pipefitter requires rounded training and experience usually acquired through a formal apprenticeship or equivalent training and experience.

Well Driller (Rig/Drill Operator)

This incumbent sets up and operates portable drilling rig (machine and related equipment) to drill wells, extends stabilizing jackscrews to support and level drilling rig, moves levers to control power-driven winch that raises and extends telescoping mast. This person bolts trusses and guy wires to raise mast and anchors them to machine frame and stakes, and assembles drilling tools, using hand tools or power tools. The Well Driller moves levers and pedals to raise tools into vertical drilling position and lowers well casing (pipe that shores up walls of well) into well bore, using winch, moves levers and pedals and turns hand wells to control reciprocating action of machine and to drive or extract well casing.

Laborer (Derrick Hand/Roustabout)

The Laborer performs tasks that require mainly physical abilities and effort involving little or no specialized skill or prior work experience. The following tasks are typical of this occupation: The Laborer loads and unloads trucks, and other conveyances, moves supplies and materials to proper location by wheelbarrow or hand truck; stacks materials for storage or binning, collects refuse and salvageable materials, and digs, fills, and tamps earth excavations, The Laborer levels ground using pick, shovel, tamper and rake, shovels concrete and snow; cleans culverts and ditches, cuts tree and brush; operates power lawnmowers, moves and arranges heavy pieces of office and household furniture, equipment, and appliance, moves heavy pieces of automotive, medical engineering, and other types of machinery and equipment, spreads sand and salt on icy roads and walkways, and picks up leaves and trash.

Truckdriver

Straight truck, over 4 tons, usually 10 wheels. The Truckdriver drives a truck to transport materials, merchandise, equipment, or workers between various types of establishments such as: manufacturing plants, freight depots, warehouses, wholesale and retail establishments, or between retail establishments and customers' houses or places of business. This driver may also load or unload truck with or without helpers, make minor mechanical repairs, and keep truck in good working order.

ELEVATOR MECHANIC

Effective 1-18-2018, the Elevator Mechanic classification will utilize the base pay and fringe benefits for the Elevator Mechanic classification under the Davis Bacon <u>Building Wage Determination</u>.

FINISHER & JOURNEYMAN

TILE, MARBLE, AND TERRAZZO

Effective Date: 05-19-22 Last Revision: 05-20-21

Classification	Base Wage/Hour	Fringes/Hour
Tile Finisher	\$24.13	\$8.91
Tile Setter	\$30.08	\$8.91

Effective May 1, 2008, Local Union 7 of Colorado combined three classes of Finishers, Floor Grinders, and Base Grinders into Finisher using one pay schedule.

Tile Setter: Applies to workers who apply tile to floors, walls, ceilings, stair treads, promenade roof decks, garden walks, swimming pools and all places where tiles may be used to form a finished surface for practical use, sanitary finish or decorative purpose.

FIRE EXTINGUISHER REPAIRER

Effective Date: 7-21-2022 Last Revision: 08-19-21

ClassificationBase Wage/HourFringes/HourFire Extinguisher Repairer\$21.14\$7.24

The Fire Extinguisher Repairer performs the following duties: repairs and tests fire extinguishers in repair shops and in establishments, such as factories, homes, garages, and office buildings, using hand tools and hydrostatic test equipment, this repairer dismantles extinguisher and examines tubing, horns, head gaskets, cutter disks, and other parts for defects, and replaces worn or damaged parts. Using hand tools, this repairer cleans extinguishers and recharges them with materials, (such as soda water and sulfuric acid, carbon tetrachloride, nitrogen or patented solutions); tests extinguishers for conformity with legal specifications using hydrostatic test equipment and may install cabinets and brackets to hold extinguishers.

FUEL HANDLER SERIES

Effective Date: 10-20-22 Last Revision: 10-21-21

Classification	Base Wage/Hour	Fringes/Hour
Fuel Facility Operator	\$23.41	\$7.50
Lead Fuel Facility Operator	\$24.48	\$7.62
Fuel Distribution System Mechanic	\$30.74	\$8.35
Lead Fuel Distribution System Mechanic	\$32.14	\$8.51

Plus 10% shift differential for hours worked between 6:00 p.m. and 6:00 a.m.

Fuel Facility Operator

Receives, stores, transfers, and issues fuel. Performs various testing procedures and documentation on fuel samples. Gauges tanks for water, temperature and fuel levels. Performs temperature and gravity testing for correct weight of fuel. Checks pumping systems for correct operating pressure or unusual noises. Inspects fuel receiving, storage, and distribution facilities to detect leakage, corrosion, faulty fittings, and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Operates a 24-hour control center; operates various computer equipment to determine potential equipment failure, leak and cathodic protection systems, pump failure, and emergency fuel shutoff systems. Monitors quality of fuel and drains excess condensation from fuel sumps and underground fuel pits. Inspects fuel tank farm for such items as leaks, low pressure, and unauthorized personnel. Performs general housekeeping and grounds maintenance for terminal, pipeline and dock areas, including fuel pits and valve vault cleaning and pump out activities. May connect lines, grounding wires, and loading and off-loading arms of hoses to pipelines. May assist Fuel Distribution System Mechanics by preparing work areas. Maintains record of inspections, observations and test results

Lead Fuel Facility Operator

Under the supervision of Facility Manager, or Operations Manager, maintains the purity of the fuel to be dispensed for all airline customers. Assist the Operations Manager with daily schedules, delegation of work duties, special projects, training, and performance of Fuel Facility Operators.

Fuel Distribution System Mechanic

Maintains and repairs fuel storage and distribution systems, equipment and filtration systems, and differential pressure valves. Corrects leakage, corrosion, faulty fittings, and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Inspects electrical wiring, switches, and controls for safe-operating condition, grounding, and adjustment; may make minor repairs. Lubricates and repacks valves. Lubricates pumps, replaces gaskets, and corrects pumping equipment misalignment. May clean strainers and filters, service water separators, and check meters for correct delivery and calibration. Overhauls system components such as pressure regulating valves and excess valves. Disassembles, adjusts, aligns, and calibrates gauges and meters or replaces them. Removes and installs equipment such as filters and piping to modify system or repair and replace system component. Cleans fuel tanks and distribution lines. Removes corrosion and repaints surfaces. Overhauls vacuum and pressure vents, floating roof seals, hangers, and roof sumps. Some positions maintain fuel-servicing equipment such as hydrant and tanker trucks. Maintains record of inspections and repairs and other related paperwork as required.

Lead Fuel Distribution System Mechanic

Performs lead duties such as making and approving work assignments and conducting on-the-job training as well as performing the various tasks performed by the Mechanic classification.

FURNITURE MOVERS

Moving, Storage and Cartage Workers

Effective Date: 10-20-22 Last Revision: 09-16-21

ClassificationBase Wage/HourFringes/HourLaborer/Helper\$18.38\$6.92Furniture Driver/Packer\$19.16\$7.01Lead Furniture Mover\$20.03\$7.11

GLYCOL FACILITY

Effective Date: 02-21-23 Last Revision: 03-17-22

Classification	Base Wage/Hour	Fringes/Hour
De-icing Facility Operator	\$29.12	\$8.16
Maintenance Mechanic	\$29.33	\$8.18
Glycol Plant Specialist	\$18.36	\$6.92

De-icing Facility Operator

The De-icing Facility Operator is responsible for the safe and efficient daily operation of all aircraft de-icing fluid equipment to include: mechanical vapor recompression (concentrators), distillation, polishing, distribution, and collection systems as well as daily routine chores to include: operating and controlling all facility machines and equipment associates with the aircraft deicing fluid system (ADS). Operate electrical motors, pumps and valves to regulate flow, add specific amounts of chemicals such as hydrochloric acid or sodium hydroxide to fluid(s) for adjustment as required, turn valves, change filters/activated carbon, and clean tanks as needed to optimize productivity. Monitor panel boards/HMI/PLC's, adjust control flow rates, repairs, and lubricate machinery and equipment using hand powered tools. Test fluids to determine quality controlling methods. Record data as necessary and maintain good housekeeping of the facility.

Maintenance Mechanic

The position of the Machinery Maintenance Mechanic will be primarily responsible for the routine maintenance and repairs of all facility equipment. Responsible for repairs to machinery and mechanical equipment, examine machines and mechanic equipment to diagnose source of trouble, dismantling or partly dismantling machines and performing repairs that mainly involve the use of hand tools in scraping and fitting parts, replacing broken or defective parts with items obtained from stock, ordering replacement parts, sending parts to a machine shop or equivalent for major repairs, preparing specific written specifications for repairs, SOP's for minor repairs, reassembly of machines and mechanical equipment, and making any necessary adjustments to all equipment for operational optimization.

Glycol Plant Specialist/Material Handling Laborer

The Material Handling Laborer is responsible for the safe and efficient daily documentation/recording of all ADF processors, distillation and polishing systems, as well as the distribution and collection system. Performing physical tasks to transport and/or store materials or fluids. Duties involve one or more of the following: manually loading or unloading trucks, tankers, tanks, totes, drums, pallets, unpacking, placing items on storage bins or proper locations. Utilizing hand carts, forklift, or wheelbarrow. Completing daily fluid inventory, to include tank measuring and completing fluid accountability records. Responsible for the overall facility housekeeping and general cleanliness. Escort vehicles and tankers in and out of the facility, change out filters as required on all systems, take samples and test for quality control and document the findings.

PARKING ELECTRONICS TECHNICIAN

Effective Date: 10-20-22 Last Revision: 09-16-21

<u>Classification</u> <u>Base Wage/Hour</u> <u>Fringes/Hour</u>

Parking Electronics Technician \$26.84 \$7.90

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

This classification of work installs, modifies, troubleshoots, repairs and maintains revenue control equipment at manned and unmanned parking entrance and exit gates. Replaces consumable items such as tickets, printer ribbons, and light bulbs. Replaces modules and related equipment as needed to repair existing equipment, modify applications, or resolve unusual problems. Troubleshoots, tests, diagnoses, calibrates, and performs field repairs. Performs preventive maintenance such as inspection, testing, cleaning, lubricating, adjusting and replacing of serviceable parts to prevent equipment failure for electromechanical control to minimize repair problems and meet manufacturers' specifications.

PEST CONTROLLER

Effective Date: 7-21-2022 Last Revision: 08-19-21

<u>Classification</u> <u>Base Wage/Hour</u> <u>Fringes/Hour</u>

Pest Controller \$22.45 \$7.39

The Pest Controller sprays chemical solutions or toxic gases and sets mechanical traps to kill pests that infest buildings and surrounding areas, fumigates rooms and buildings using toxic gases, sprays chemical solutions or dusts powders in rooms and work areas, places poisonous paste or bait and mechanical traps where pests are present; may clean areas that harbor pests, using rakes, brooms, shovels, and mops preparatory to fumigating; and may be required to hold State license

QUALITY CONTROL & ASSURANCE TECHNICIAN

Effective Date: 03-18-21 Last Revision: 04-16-20

<u>Classification</u> <u>Base Wage/Hour</u> <u>Fringes/Hour</u>

Quality Control & Assurance Technician \$25.35 \$7.47

The Quality Control & Assurance Technician provides support to Inland Technologies operations by independently performing standard analysis on samples related to the manufacture of spent de-icing fluid to a 99% recycled glycol product and waste water discharge. The Quality Control and Assurance Technician will continually look at ways to improve products and processes to exceed customer quality demands and decrease operational costs.

^{*}OHR reviewed data in June of 2023 and rate is not increasing so no changes will be made.

SIGN ERECTOR

Effective Date: 02-21-23 Last Revision: 03-15-18

ClassificationBase Wage/HourFringes/HourSign Erector\$21.09\$6.31

This classification of work erects, assembles, and/or maintains signs, sign structures and/or billboards using various tools. Erects pre-assembled illuminated signs on buildings or other structures according to sketches, drawings, or blueprints. Digs and fills holes, places poles. Bolts, screws. or nails sign panels to sign post or frame. Replaces or repairs damaged or worn signs. May use welding equipment when installing sign. This classification is not a licensed electrician and therefore cannot make connections to power sources (i.e., provide exit lighting).

*OHR pulled the wages in December of 2022 and data has remained the same so there is no recommendation to change the base wage or fringes.

TREE TRIMMERS

Effective Date: 12-15-22 Last Revision: 11-18-21

ClassificationBase Wage/HourFringes/HourTree Trimmer\$23.57\$7.52

*OHR pulled the wages in October of 2021 and data has remained the same so there is no recommendation to change the base wage or fringes.

This classification of work trims, removes, and applies insecticides to trees and shrubbery including trimming dead, diseased, or broken limbs from trees utilizing rope and saddle, chain, handsaw and other related equipment common to the care of trees and shrubs. Removes limbs, branches and other litter from the work area, observes safety rules, inspects and identifies tree diseases and insects of the area distinguishing beneficial insects and environmental stress, takes samples form diseased or insect infested trees for lab analysis, operates a wide variety of heavy and power equipment in trimming and removing trees and shrubbery i.e. mobile aerial tower unit, tandem trucks, loaders, chipper, etc., maintains all equipment.

WINDOW CLEANER

Effective Date: 12-17-20 Last Revision: 05-21-20

ClassificationBase Wage/HourFringes/HourWindow Cleaner\$27.64\$9.53 (Employee)

\$11.37 (Children) \$11.09 (2-party) \$13.50 (Family)

Benefits/Overtime

Parking The Company shall reimburse the cost of parking (per month) to employees furnishing a monthly

parking receipt from the approved parking lot. The Employer shall reimburse employees for parking expenses from other parking lots up to the amount reimbursed for DIA Employee Parking Lot upon the

submission of a monthly parking receipt. Only (1) one receipt per month.

Shift Differential Employees working on the night shift shall be awarded a shift differential of \$0.85 per hour worked.

Note: All wage increases become effective on the first day of the first full pay period following the

above dates.

Overtime One and one-half (1½) times the basic rate of pay in excess of 7.5 hours worked per day or 37.5 hours

worked per week.

Lunch Any employee working seven and a half (7.5) hours in a day is entitled to a thirty

(30) minute paid lunch.

Lead Work \$1.75 per hour above highest paid employee under supervision

High Work \$1.85 per hour (21 feet or more from ground (base) to top of surface/structure being cleaned)

Training \$0.25 per hour

ECOPASS The Company will provide an Eco-Pass to all bargaining unit employees or pay \$.24 per hour for travel

differential.

Note: The Career Service Board in their public hearing on April 3, 2008, approved to amend prevailing wages paid to the Window Cleaners as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification."

Bond No. 108220168

Exhibit G

CITY AND COUNTY OF DENVER DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

PERFORMANCE AND PAYMENT BOND

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has entered into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete the construction of Contract No. 202578044 — Denver Fire Station 40 CM/GC Construction, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

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

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

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

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, grease, coal, or any other supplies or materials used or consumed by said Contractor or its subcontractors in performance of the work contracted to be done, or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the work, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;

date of the bond).

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

IN WITNESS WHEREOF, said Contractor and said Sur of June, 20_25	rety have executed these presents as of this day
	MARK YOUNG CONSTRUCTION, LLC
Attest: By: Aayla Betts	Contractor By:
Secretary	President
What Miles College	amounting,
10 G	TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
18 M 8:31	Surety
939	By: Cynthia M. Durnett
	Attorney-In-Fact Cynthia M. Burnett
DIT WHITE	
(Accompany this bond with Attorney-in-Fact's authority	y from the Surety to execute bond, certified to include the



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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Cynthia M Burnett of LITTLETON

, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January,

2019 40



State of Connecticut City of Hartford ss.

Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

HOTARY

pustic

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

My Commission expires the 30th day of June, 2021

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

www....day of Dated this SURE THE







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

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

June 5, 2025

FAX NUMBER (720) 913-3183 TELEPHONE NUMBER (720) 913-3267

Assistant City Attorney
City and County of Denver
201 West Colfax Avenue, Dept. 1207
Denver, Colorado 80202

Re: MARK YOUNG CONSTRUCTION, LLC

Contract No. 202578044

nthia M. Burnelf

Project Name: Denver Fire Station 40 CM/GC Construction

Contract Amount: \$19,678,275.00

Performance and Payment Bond No.: 108220168

The Performance and Payment Bonds covering the above-captioned project were executed by this agency, through Travelers Casualty and Surety Company of America, on June 5, 2025.

We hereby authorize the City and County of Denver, Department of Public Works, to date all bonds and Powers of Attorney to coincide with the date of the contract.

If you should have any additional questions or concerns, please do not hesitate to give me a call at (303) 225-8030.

Thank you.

Sincerely,

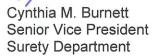














Exhibit H

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

	_ Date:	, 20
(PROJECT NO. and NAME)		
	Contract #:	
(NAME OF OWNER)		
	Contract Value: \$	<u>.</u>
(NAME OF PRIME CONTRACTOR)	Current Progress Paym	nent: \$
(NAIME OF TRIME CONTRACTOR)	Total Paid to Date: \$	<u>.</u>
	Date of Last Work:	•
The Undersigned hereby certifies that all costs, charges or undersigned for any work, labor or services performed and the above referenced Project or used in connection with the been duly paid in full.	nd for any materials, supplies	or equipment provided on
The Undersigned further certifies that each of the undersign to be incurred, on their behalf, costs, charges or expenses i above referenced Project have been duly paid in full.		
In consideration of \$ representing the Cur consideration of the Total Paid to Date, also referenced about and accepted by the undersigned this day of discharges the City and County of Denver (the "City"), the property and the above referenced Contractor from all clawhether known or unknown, of every nature arising out of contractor from the contrac	ove, and other good and value, 20_, the Under above referenced City Projeaims, liens, rights, liabilities.	able consideration received rsigned hereby releases and ect, the City's premises and , demands and obligations,
As additional consideration for the payments referenced a save and hold harmless the City, its officers, employees, a from and against all costs, losses, damages, causes of actio out of or in connection with any claim or claims again Undersigned's performance of the Work Effort and which n or subcontractors of any tier or any of their representatives	agents and assigns and the abon, judgments under the subconst the City or the Contract nay be asserted by the Unders	bove-referenced Contractor ontract and expenses arising tor which arise out of the igned or any of its suppliers
It is acknowledged that this release is for the benefit of a Contractor.	and may be relied upon by the	he City and the referenced
The foregoing shall not relieve the undersigned of any subcontract, as the subcontract may have been amende Undersigned's work effort including, without limitation indemnities.	ed, which by their nature s	survive completion of the
	(Name of Contractor)	
By:		
Title:		

Exhibit I

Notice to Proceed Form



NOTICE TO PROCEED (SAMPLE)

Current Date

Name Company Street City/State/Zip

CONTRACT NO. «CONTRACT_NO», «PROJECT_NAME»

In accordance with General Contract Condition 302 of the Standard Specifications for Construction, General Contract Conditions, 2011 Edition, you are hereby authorized and directed to proceed on with the work of constructing contract number <u>«Contract_No»</u> , as set forth in detail in the contract documents for the City and Country of Denver.
With a contract time of «Period_of_Performance» calendar days, the project must be complete on or before
If you have not already done so, you must submit your construction schedule, in accordance with General Contract Condition 306.2.B, to the Project Manager within 10 days. Additionally, you must submit your tax-exemp certificate, and copies of your subcontractors' certificates, in accordance with General Contract Condition 323.5, to the Project Manager as soon as possible. Failure to submit these certificates will delay processing of paymen applications.
Sincerely,
City Engineer
cc:

Exhibit J Contractor's Certification of Payment Form

				ty and County of Denv				
			Contractor's/Con	sultant's Certification	of Payment (CCP)			
DENVER								
THE MILE HIGH CITY								
THE MILE HIGH CITY								
Prime Contractor or Consultant:				Phone:	Project Manager:			
Pay Application #:			Pay Period:		Amount Requested:			
Contract #:			Project Name:					
Current Completion Date:			Percent Complete:		Prepared By:			
Original Contract Amount:					Current Contract Amount:			
			A	В	C	D	E	F
		M/W/S/				Amount Paid on the		Paid %
Prime/Subcontractor/Supplier Name	Contracted to:	DBE/ NON	Original Contract Amount	Current Contract Amount including Amendments	Requested Amount of this Pay Application	Previous Pay Application #	Net Paid To Date	Achieved (G/II)
General Contractor	City of Denver	MBE			1 2,1 4,1		10 2 311	(4)
Self Performed	n/a							
Subcontracted	n/a							
Sub1 - 1st Tier	General Contractor							
Sub2 - 1st Tier	General Contractor							
Self Performed	n/a							
Sub 1 - 2nd Tier	Sub 2 - 1st Tier							
Sub 3 - 1st Tier	General Contractor							
Self Performed	n/a							
Sub 2 - 2nd Tier	Sub 3 - 1st Tier							
Self Performed	n/a							
Sub 1 - 3rd Tier	Sub 2 - 2nd Tier							
Totals The undersigned certifies that the info			\$ -	\$ -	\$ -	\$ -	\$ -	0%
additional form, if more space is nece		incis u de, acci	urate and triat the payments si	nown nave been made to all St	ibcontractors and suppliers t	iseu on uns project and	nsteu nereill. Please t	ise all
			•					
Prepared By (Signature):					Date:			



Instructions for Completing the Contractor/Consultant Certification of Payment Form

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

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

If you reproduce this form, you must continue to list each of the originally listed firms, as well as any additional firms used during the performance period of the contract. Please complete an additional CCP if there is second tier-ing involved.

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

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

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

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

Column A: Provide the contract amount, as listed at bid time, for the Contractor/Consultant and each

subcontractor/subconsultant or supplier.

Column B: Provide the percentage portion of each listed subcontractor/subconsultant or supplier contract amount

(Column A) compared to the total original contract amount in (I).

Column C: Provide the original contract amount (Column A) for each subcontractor/subconsultant or supplier plus any

awarded alternate and/or change order amounts applicable. If an alternate/change order does not apply

to the listed firm, re-enter the original contract amount (Column A).

Column D: Provide the percent portion of each listed subcontractor/subconsultant or supplier contract amount

(Column C) compare to the current total contract amount in (II).

Column E: Provide the amount requested for work performed or materials supplied by each listed

subcontractor/subconsultant or supplier for this pay application. The sum of the items in this column

should equal the estimated amount requested for this pay application.

Column F: Provide the amount paid to each subcontractor/subconsultant or supplier on the previous pay

application. Enter the previous pay application number in the column heading. The sum of the items listed in this column should equal the warrant amount paid to the Contractor/Consultant on the previous pay application. The amounts paid to the subcontractor/subcontractor or suppliers should be the actual

amount of each check issued.

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

or supplier.

Column H: Provide the percent portion of the net paid to date (Column G) for the Contractor/Subconsultant and each

listed subcontractor/subconsultant or supplier of the current total contract amount in (II).

Exhibit K

Certificate of Contract Release Form



CERTIFICATE OF CONTRACT RELEASE (SAMPLE) «Contract No» - «Project Name»

Current Date Name Street Address City, State, Zip

Upon receipt of the below stated amount from the City and	County of Denver, as ful	l and final paymen	t of the cost of the
improvements provided for in the foregoing contract,	dollars and	cents (\$), in cash, being
the remainder of the full amount accruing to the undersigned	by virtue of said contract;	said cash also cove	ering and including
full payment for the cost of all work, extra work and ma	terial furnished by the un	dersigned in the c	onstruction of said
improvements, and all incidentals thereto, and the undersigned	ed hereby releases said Cit	y and County of De	enver from any and
all claims or demands whatsoever, regardless of how denomi	nated, growing out of said	contract.	
The Undersigned further certifies that each of the undersign	ned's subcontractors and s	uppliers that incurr	ed or caused to be
incurred, on their behalf, costs, charges or expenses in conne	· ·		
Project have been duly paid in full. The undersigned further	•	•	•
its officers, employees, agents and assigns and the above-re		•	_
causes of action, judgments under the subcontract and expens		•	
the City or the Contractor which arise out of the Undersigned			-
the Undersigned or any of its suppliers or subcontractors	of any tier or any of the	ir representatives,	officers, agents, or
employees.			
And these presents are to certify that all persons performing	work upon or furnishing 1	naterials for said in	nprovements under
the foregoing contract have been paid in full and this paymer	it to be made as described l	herein is the last or	final payment.
C 4 4 2 6' 4		Data Giana 1	
Contractor's Signature		Date Signed	
If there are any questions, please contact me by telephone at	(###) ###-####. Please ret	urn this document t	o me via email at
doti.procurement@denvergov.org.			
Sincerely,			
Contract Administration			

Exhibit L

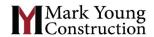
Design Documents

(Incorporated herein by reference)

Exhibit M

Equipment Rental Rates

MYC Equipment Rental Rates - 2025



Earthmoving Equipment

Equipment	Daily Rate	Weekly Rate	Monthly Rate
Mini Excavator (3,000–8,000 lbs)	\$ 568	\$ 1,491	\$ 3,659
Skid Steer Loader	\$ 499	\$ 1,569	\$ 3,678
Skid Steer Track Loader	\$ 849	\$ 2,201	\$ 5,765
Backhoe Loader	\$ 726	\$ 1,916	\$ 4,909

Compaction Equipment

Equipment	Daily Rate	Weekly Rate	Monthly Rate
Plate Compactor	\$ 144	\$ 418	\$ 1,040
Jumping Jack Rammer	\$ 150	\$ 438	\$ 1,054
Walk-Behind Roller	\$ 1,058	\$ 2,113	\$ 4,621

Aerial Lifts & Material Handling

Equipment	Daily Rate	Weekly Rate	Monthly Rate
Scissor Lift (19–32 ft)	\$ 744	\$ 1,510	\$ 3,685
Boom Lift (40–70 ft)	\$ 786	\$ 1,749	\$ 4,993
Telehandler (6,000–12,000 lbs)	\$ 1,003	\$ 2,738	\$ 6,983

Concrete Equipment

Equipment		Daily Rate	Weekly Rate	Monthly Rate
Concrete Mixer (Towable)	\$	155	\$ 440	\$ 1,111
Concrete Saw (Walk-Behind)	\$	173	\$ 488	\$ 1,198

Other Site Equipment

Other Site Equipment					
Equipment	Daily Rate		Weekly Rate		Monthly Rate
Water Truck	\$ 1,655	\$	4,245	\$	9,309
Trencher (Walk-Behind)	\$ 581	\$	1,291	\$	3,450
Light Tower	\$ 389	\$	923	\$	1,793
Ground Thaw	\$ 2,301	\$	4,603	\$	11,273
Skid Steer Broom Attachment	\$ 166	\$	443	\$	1,140
Small Generator (20-50 kW)	\$ 456	\$	1,138	\$	2,946
Large Generator (50-120 kW)	\$ 580	\$	1,243	\$	4,226
Air Compressor (185 CFM)	\$ 363	\$	855	\$	3,243

Exhibit N

Billing Rates for Staffing and Salaried Schedule

EXHIBIT - BILLABLE RATES

PRIME TEAM MEMBERS

Prime:	Mark	Young	Constru	uction
--------	------	-------	---------	--------

List <u>ALL</u> potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Project Manager	Manage Overall Project, Subcontracts, Billings	\$100
Superintendent	Scheduling, Quality Control, On-Site Manager	\$95
Project Engineer	Submittals, RFIs, Chang Management	\$60
Safety Engineer	Safety & Compliance Programs & Inspections	\$70
General Laborer	Site Clean-Up, SWPPP Maintenance	\$50

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Such costs are, in all other instances, included in the hourly rates paid by the City. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

Exhibit O Contractor's GMP Proposal



5/30/2025

To: Hannah Hegener, Project Manager
RE: Denver Fire Station #40 – GMP Proposal

Mark Young Construction (MYC) proposes to provide all material, labor, and equipment to perform work described below for a price of **\$19,678,275**

Our pricing is based on the following documents:

- 1. Permit Package One Construction Plans and Specifications by OZ Architecture dated July 1, 2024
- 2. Permit Package Two Construction Plans by OZ Architecture dated July 15, 2024
- 3. Addendum #1 by OZ Architecture dated September 11, 2024
- 4. Addendum #2 by OZ Architecture dated October 4, 2024
- 5. RFC #1-3 Responses by OZ Architecture dated September 4, 2024 and September 16, 2024

This estimate is based on a construction duration of 365 calendar days.

Self-Performed Work

-None

Mark Young Construction (MYC) has excluded the following:

- 1. Colorado State Taxes & RTD Taxes
- 2. Tower mounted antennas and associated communications equipment (Tower Structure is included).
- 3. Purchasing or Install of Furniture.
- 4. Abatement or Hazardous Material work
- 5. Assumes Right of Way, Traffic Control, and Street Occupancy Permit Fees will be waived (typical for City projects)
- 6. Temporary All Weather Fire Access Roads
- 7. Prairie Dog Relocation
- 8. Night work
- 9. Textura Fees and Similar.
- 10. Section 051200 1.6C Shop Painting AISC Endorsements.
- 11. Repairs of existing damaged curb and gutter as noted on C5.03
- 12. Utility removals not shown on demolition plans.
- 13. Any work associated with EV charging for the fire apparatus.

PROPOSAL CLARIFICATIONS

- 1. Proposal is valid for 30 days and based on a construction start date no later than October 2025.
- 2. Off-site paving and subgrade preparation assumptions are as follows: 8" asphalt (6.0" Grade S RAP), (2.0" Grade SX RAP) over 14" aggregate base course, subgrade preparation of 2' over excavation and recompacting of on-site soils. Mill and overlay depth of 2". Existing pavement assumed to be 8" thick.
- 3. Includes on-site concrete paving sections per Addendum #2 sheet SDP 03 identifying both 8" 6,000 PSI heavy duty paving section and 6" 4,500 PSI light duty paving section. This does not match the on-site concrete paving section shown on sheets C5.03 and C6.02 which only identifies a 6" 4,500 PSI concrete paving section.
- 4. Proposal assumes all on-site soil and existing fills can be reconditioned and used as structural or common fill. If trash, debris, or deleterious substances are found, contingency will be used for replacement cost.
- 5. Assumes all groundwater is uncontaminated.
- 6. Opening 132B is bid with HW set 10
- 7. Basis of design sectional door Raynor AV300 does not meet the performance criteria for air infiltration.

- 8. Assumes permanent HVAC equipment can be used to climatize the building as required for finishes and for commissioning.
- 9. Notice to proceed to be issued at a mutually agreeable date and concurrent with on-site mobilization and the start of construction.
- 10. 10.6.4 reporting and workforce goals associated with target populations are waived per email from DEDO Assistant Director dated 7/26/24.
- 11. 10.6.6.1 Workforce compliance plan to be approved 60 days prior to NTP per email from DEDO Assistant Director dated 7/26/24.
- 12. Assumes use of existing transformer at Southwest corner of property for temporary power to jobsite office trailer.
- 13. Lockers are priced as Salsbury, spec 105163 was issued in error.
- 14. Proposal includes two 4" conduits, two ½" helix cables, and four CAT-6 cables to 133' elevation on the communications tower.

GMP Allowances

- -Asphalt Paving \$215,334
- -Xcel Dry Utility Work \$100,000
- -Traffic Control \$48,270

Sincerely,

Garrett Burrell
Chief Estimator
MARK YOUNG CONSTRUCTION

BID TABULATION WORKSHEET

DENVER FIRE STATION #40 NEW FIRE STATION

Gross Bldg Area: 15,325 SQFT Duration 12.0 MONTHS Number of Addenda: Estimator:

Duration		MONTHS					Estimator:
Bid Date: Bid Time:	May 30, 2025 12PM			CONSTRUCTION COST TOTAL>			g on Bid Day: ,678,275
SPEC SPEC	TAB SHEET			SUBCONTRACTOR/SUPPLIER %			TAL
SECTION	ID ID	WORK DESCRIPTION	COST TOTAL	NAME			SQFT
SECTION	שו	WORK DESCRIPTION	COSTITUTAL	NAIVIE	\rightarrow	\$1 C	QI- I
000000-007319		PROCUREMENT & CONTRACTING REQUIREMENTS	W/ TAB 1A				
016112-016400		GENERAL REQUIREMENTS	W/ TAB TA				
	1B	SURVEYING	\$ 55,020	RICK ENGINEERING 0	28%	\$	3.59
017360		SELECTIVE DEMO	W/ TAB 31B				
018317	1C 1D	BUILDING INFORMATION MODELING SECURITY GUARD	\$ 18,000 \$ 95,863		09% 49%	\$	1.17 6.26
033000	3C	CAST-IN-PLACE CONCRETE	\$ 1,561,429		93%	ў \$	101.89
033001		CAST-IN-PLACE CONCRETE FOR SITE WORK	W/ TAB 3C			•	
033119		ARCHITECTURAL SITE CONCRETE	W/ TAB 3C				
033520 033543	3D	CONCRETE FINISHING POLISHED CONCRETE FINISHING	W/ TAB 3C \$ 235,148	ABSOLUTE CONCRETE 1.	19%	¢	15.34
033543	30	PRECAST ARCHITECTURAL CONCRETE	W/ TAB 4A	ABSOLUTE CONCRETE	1970	Ą	15.34
042000	4A	UNIT MASONRY	\$ 1,602,300	BIG HORN MASONRY 8	14%	\$	104.55
042010		REINFORCED UNIT MASONRY	W/ TAB 4A				
051200 051213	5A	STRUCTURAL STEEL FRAMING ARCHITECTURAL STRUCTURAL STEEL	\$ 1,436,593 W/ TAB 5A	FLAWLESS WELDING 7.	30%	\$	93.74
051213		STEEL DECKING	W/ TAB 5A				
054000		COLD FORMED METAL FRAMING	W/ TAB 9A				
055000		METAL FABRICATIONS	W/ TAB 5A				
055100		METAL STAIRS	W/ TAB 5A				
055213 055580		PIPE AND TUBE RAILINGS FORMED METAL FABRICATIONS	W/ TAB 5A W/ TAB 8E				
057300		DECORATIVE METAL RAILINGS	W/ TAB 5A				
061000	6A	ROUGH CARPENTRY	\$ 282,356		43%		18.42
064023	6B	INTERIOR ARCHITECTURAL WOODWORK	\$ 393,875	MGC 2	.00%	\$	25.70
071113 071416	7A	BITUMINOUS DAMPROOFING COLD APPLIED WATERPROOFING	W/ TAB 7A \$ 382,810	HEGGUM LINDQUIST, ALCAL , CRI 1.	95%	\$	24.98
071900		WATER REPELLANTS	W/ TAB 9H	THEOGOTH EMBERSON; ALCAE, ON	00 /0	<u> </u>	24.00
072100		THERMAL INSULATION	W/ TAB 7A				
072100		THERMAL INSULATION -THERMAX	W/ TAB 9A				
072600 074113.16		UNDER-SLAB VAPOR BARRIER STANDING SEAM METAL ROOF PANELS	W/ TAB 3C W/ TAB 7F				
074213		METAL WALL PANELS	W/ TAB 7F				
074243		COMPOSITE WALL PANELS	W/ TAB 7F				
074293		SOFFIT PANELS (WOOD) AND EXTERIOR PURLINS	W/ TAB 6A	DAMOO DOOFINO	000/	•	70.70
075423 076200	7F	THERMOPLASTIC POLYOLEFIN MEMBRANE (TPO) ROOFING SHEET METAL FLASHING AND TRIM	\$ 1,114,644 W/ TAB 7F	RAMOS ROOFING 5.	.66%	>	72.73
077200		ROOF ACCESSORIES	W/ TAB 7F				
078413		PENETRATION FIRESTOPPING	W/ MEP TRADES				
078443		JOINT FIRESTOPPING	W/ TAB 9A				
079200 081110	8A	JOINT SEALANTS HOLLOW METAL DOORS & FRAMES	W/ TAB 7A \$ 138,171	COLO COMM OPENINGS, LAFORCE 0.	70%	S	9.02
081416		FLUSH WOOD DOORS	W/ TAB 8A	METRO DOOR, ASA DOOR	, .	*	
083113		ACCESS DOORS AND FRAMES	W/ TAB 22-26				
083513 083613	8D	FOLDING DOORS SECTIONAL DOORS	W/ TAB 8D \$ 319.670	DH PACE 1.	62%	•	20.86
084113	8E	ALUMINUM FRAMED ENTRANCES AND STOREFRONTS	\$ 319,670 \$ 668,021		39%		43.59
084413		GLAZED ALUMINUM CURTAINWALL	W/ TAB 8E	5.5.1.5 1.2.1 52700	20 70	•	.3.00
087100	8F	UNIT SKYLIGHTS	\$ 125,565	GRAND VIEW GLASS 0.	64%	\$	8.19
087100		DOOR HARDWARE	W/ TAB 8A/8E				
088000 089119		GLAZING FIXED LOUVERS	W/ TAB 8E W/ TAB 23A				
092116		GYPSUM BOARD SHAFT WALL ASSEMBLY	W/ TAB 9A				
092216		NON-STRUCTURAL METAL FRAMING	W/ TAB 9A				
092900	9A	GYPSUM BOARD	\$ 562,145	HEGGUM LINDQUIST 2	86%	\$	36.68
093000 095113	9D	TILING ACOUSTICAL PANEL CEILINGS	W/ TAB 9F \$ 84,570	HEGGUM LINDQUIST 0.	43%	\$	5.52
096513	9F	RESILIENT WALL BASE AND ACCESSORIES	\$ 53,800		27%		3.51
096566		RESILIENT WALL ATHLETIC FLOORING	W/ TAB 9F				
096813		TILE CARPETING	W/ TAB 9F				
097200 0000	9H	WALL COVERINGS EXTERIOR PAINTING	W/ TAB 9H \$ 120,740	HEGGUM LINDQUIST 0.	61%	\$	7.88
2300	-11		7 120,140		J . /U	*	00

Docusign Envelope ID: A28F5A10-7DC9-4FE1-9D17-B49015DCCB35

SPEC	TAB SHEET	C9-4FE1-9D17-B49015DCCB35		SUBCONTRACTOR/SUPPLIER	%	TOTAL
SECTION	ID	WORK DESCRIPTION	COST TOTAL	NAME		\$/SQFT
099123	10	INTERIOR PAINTING	W/ TAB 9H	NAME		ψ/ ΟQ 1 1
099300		STAINING AND TRANSPARENT FINISHING	W/ TAB 9H			
101100		VISUAL DISPLAY BOARD	W/ TAB 10L			
101400	10F	SIGNAGE	\$ 67,042	ARTCRAFT	0.34%	\$ 4.37
102600		WALL AND DOOR PROTECTION	W/ TAB 10L			
102800	10L	TOILET AND BATH ACCESSORIES	\$ 67,425	ABS	0.34%	\$ 4.40
102819 104413		TUB AND SHOWER DOORS FIRE EXTINGUISHER CABINETS	W/ TAB 10L W/ TAB 10L			
104416		FIRE EXTINGUISHERS	W/ TAB 10L			
105143	10G	WIRE MESH STORAGE LOCKERS	\$ 30,686	ABS	0.16%	\$ 2.00
105163		TURNOUT GEAR LOCKERS MOBILE UNITS	W/ TAB 10G		0.1070	
107500	10E	FLAGPOLES	\$ 7,019	EAGLE MOUNTAIN	0.04%	\$ 0.46
113100	11A	RESIDENTIAL APPLIANCES	\$ 43,212	MOUNTAIN HIGH APPLICANCE	0.22%	\$ 2.82
122413	12B	ROLLER WINDOW SHADES	\$ 52,035	LUTEK	0.26%	\$ 3.40
123553		METAL CASEWORK	W/ TAB 6B			
123661		SIMULATED STONE COUNTERTOPS	W/ TAB 6B			
124813	420	ENTRANCE FLOOR MATS	W/ TAB 9F	ADC	0.000/	£ 0.00
129313 210500	12D 21A	BIKE RACKS COMMON WORK REQUIREMENTS FOR FIRE SUPPRESSION	\$ 3,476 \$ 97,317	ABS EDDIE B	0.02% 0.49%	
211119	ZIA	FIRE DEPARTMENT CONNECTIONS	W/ TAB 21A	LUDIL D	0.43 /0	φ 0.55
211200		FIRE SUPPRESION STANDPIPES	W/ TAB 21A			
211314		WET-PIPE SPRINKLERS	W/ TAB 21A			
220500	22A	COMMON WORK REQUIREMENTS FOR PLUMBING	\$ 1,054,702	PROCRAFT / INTEGRATED MECH	5.36%	\$ 68.82
220513		COMMON MOTOR REQUIREMENTS FOR PLUMBING EQUIP	W/ TAB 22A			
220519		METERS AND GAUGES FOR PLUMBING PIPING	W/ TAB 22A			
220523		GENERAL DUTY VALVES FOR PLUMBING PIPING	W/ TAB 22A			
220529		HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMEN	W/ TAB 22A			
220548.13		VIBRATION CONTROLS FOR PLUMBING PIPING EQUIPMENT	W/ TAB 22A			
220593 220719		TESTING, ADJUSTING AND BALANCING FOR PLUMBING PLUMBING PIPING INSULATION	W/ TAB 22A W/ TAB 22A			
220800		COMMISIONING OF PLUMBING SYSTEMS	W/ TAB 22A			
221116		DOMESTIC WATER PIPING	W/ TAB 22A W/ TAB 22A			
221119		DOMESTIC WER PIPING SPECIALTIES	W/ TAB 22A			
221123.21		INLINE, DOMESTIC-WATER PUMPS	W/ TAB 22A			
221316		SANITARY WASTE AND VENT PIPING	W/ TAB 22A			
221319		SANITARY WASTE PIPING SPECIALTES	W/ TAB 22A			
221319.13		SANITARY DRAINS	W/ TAB 22A			
221323		SANITARY WASTE INTERCEPTORS	W/ TAB 22A			
221414		FACILITY STORM DRAINAGE PIPING	W/ TAB 22A			
221423		STORM DRAINAGE PIPING SPECIALTIES	W/ TAB 22A			
223400 224100	ļ	PLUMBING FIXTURES	W/ TAB 22A W/ TAB 22A			
226113		COMPRESSED AIR PIPING	W/ TAB 22A			
230500	23A	COMMON WORK RESULTS FOR HVAC	\$ 1,207,377	PROCRAFT	6.14%	\$ 78.78
230513		COMMON MOTOR REQUIREMENTS FOR HVAC EQUIP	W/ TAB 23A			*
230519		METERS AND GAUGES FOR HVAC PIPING	W/ TAB 23A			
230529		HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIP	W/ TAB 23A			
230548		VIBRATION CONTROLS FOR HVAC	W/ TAB 23A			
230553		IDENTIFICATION FOR HVAC PIPING AND EQUIP	W/ TAB 23A			
230593		TESTING ADJUSTING AND BALANCING FOR HVAC	W/ TAB 23A			
230713		DUCT INSULATION	W/ TAB 23A			
230719		HVAC PIPING INSULATION	W/ TAB 23A			
230800 230923		COMMISSIONING OF MECHANICAL SYSTEMS DIRECT DIGITAL CONTROL (DDC) SYSTEM FOR HVAC	W/ TAB 23A W/ TAB 23A			
230923		CONTROL DAMPERS	W/ TAB 23A			
230923.12		FLOW INSTRUMENTS	W/ TAB 23A			
230923.14	1	GAS INSTRUMENTS	W/ TAB 23A			
230923.18		LEAK DETECTION INSTRUMENTS	W/ TAB 23A			
230923.23		PRESSURE INSTRUMENTS	W/ TAB 23A			
230923.27		TEMPURATURE INSTRUMENTS	W/ TAB 23A			
231123		FACILITY NATURAL GAS PIPING	W/ TAB 22A			
233113		METAL DUCTS	W/ TAB 23A			
233300		AIR DUCT ACCESSORIES	W/ TAB 23A			
233346		FLEXIBLE DUCTS	W/ TAB 23A			
233416		CENTRIFUGAL HVAC FANS	W/ TAB 23A			
233713.13 233713.23		AIR DIFFUSERS REGISTERS AND GRILLES	W/ TAB 23A W/ TAB 23A			
235523.13		LOW-INTESITY, GAS FIRED, RADIANT HEATERS	W/ TAB 23A		1	
237433		DEDICATED OUTDOOR AIR UNITS	W/ TAB 23A W/ TAB 23A			
238126		SPLIT-SYSTEM AIR CONDITIONERS	W/ TAB 23A			
238129	1	VARIABLE REFRIGERANT FLOW HVAC SYSTEMS	W/ TAB 23A		1	
238239.19		WALL AND CEILING UNIT HEATERS	W/ TAB 23A			
260500	26A	COMMON WORK RESULTS FOR ELECTRICAL	\$ 1,630,056	WAYNES	8.28%	\$ 106.37
260519		LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLE	W/ TAB 26A			
260526		GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	W/ TAB 26A			
260529		HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	W/ TAB 26A			
260533	1	RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS	W/ TAB 26A			

SPEC	TAB SHEET			SUBCONTRACTOR/SUPPLIER	%	TC
SECTION	ID	WORK DESCRIPTION	COST TOTAL	NAME		\$/8
260553		IDENTIFICATION FOR ELECTRICAL SYSTEMS	W/ TAB 26A			
260923		LIGHTING CONTROL DEVICES	W/ TAB 26A			
260943		NETWORK LIGHTING CONTROLS	W/ TAB 26A			
262413		SWITCHBOARDS	W/ TAB 26A			
262416		PANELBOARDS	W/ TAB 26A			
262713		ELECTRICITY METERING	W/ TAB 26A			
262726		WIRING DEVICES	W/ TAB 26A			
262743 262813		FUSES ELECTRIC VEHICLE SERVICE EQUIPMENT AC LEVEL 1 & 2 FUSES	W/ TAB 26A			
262816		ENCLOSED SWITCHES AND CIRCUIT BREAKERS	W/ TAB 26A W/ TAB 26A			
263600		TRANSFER SWITCHES	W/ TAB 26A			
264113		LIGHTNING PROTECTION FOR STRUCTURES	W/ TAB 26A			
264313		SURGE PROTECTION FOR LOW VOLTAGE ELECTRICAL POWER CIR				
265100		INTERIOR LIGHTING	W/ TAB 26A			
265600		EXTERIOR LIGHTING	W/ TAB 26A			
	26T	TRAFFIC SIGNALS	\$ 708,223	LUMEN8	3.60%	\$
270500	27A	COMMON WORK RESULTS FOR COMMUNICATIONS	\$ 79,623	GIGASPAN	0.40%	\$
270526		GROUNDING AND BONDING FOR COMMUNICATION SYSTEMS	W/ TAB 27A			
270528		PATHWAYS FOR COMMUNICATION SYSTEMS	W/ TAB 27A			
270529		HANGERS AND SUPPORTS FOR COMMUNICATION SYSTEMS	W/ TAB 27A			
270536		CABLE TRAYS FOR COMMUNICATION SYSTEMS	W/ TAB 27A			
270543		UNDERGROUND DUCTS AND RACEWAYS FOR COMMUNICATIONS S				
270544		SLEEVES AND SEALS FOR COMMUNICATION SYSTEMS	W/ TAB 27A			
270553		IDENTIFICATION FOR COMMUNICATION SYSTEMS	W/ TAB 27A W/ TAB 27A			
271113 271116		COMMUNICATION ENTRANCE PROTECTION COMMUNICATIONS CABINETS, RACKS, FRAMES, AND ENCLOSURE:				
271116		COMMUNICATIONS CABINETS, RACKS, FRAMES, AND ENCLOSURES	W/ TAB 27A W/ TAB 27A			
271113		COMMUNICATIONS CABLE MANGEMENT AND LADDER RACK	W/ TAB 27A			
271126		COMMUNICATIONS RACK MOUNTED POWER PROTECTION AND PO				
271323		COMMUNICATIONS OPTICAL FIBER BACKBONE CABLING	W/ TAB 27A			
271513		COMMUNICATIONS COPPER HORIZANTAL CABLING	W/ TAB 27A			
271543		COMMUNICATIONS FACEPLATES AND CONNECTORS	W/ TAB 27A			
271619		COMMUNICATIONS PATCH CORDS, STATION CORDS, AND CROSS O	W/ TAB 27A			
274116	27B	INTEGRATED AUDIO VISUAL SYSTEMS AND EQUIPMENT	\$ 15,254	HIGH COUNTRY	0.08%	\$
	27C	RADIO AMPLIFICATION SYSTEM PER T-001	\$ 41,947	TRIPLE C COMMUNICATIONS	0.21%	\$
	27D	ALERTING SYSTEM	\$ 59,029	LVI	0.30%	\$
338123	27T	BROADCAST COMMUNUCATION TOWERS	\$ 193,456	SABRE INDUSTRIES	0.98%	\$
280500	28A	COMMON WORK RESULTS FOR ELECTRONIC SECURITY	\$ 56,661	TAYLOR SECURITY	0.29%	\$
228200		VIDEO SURVEILLANCE	W/ TAB 28A			
283111		DIGITAL ADDRESSABLE FIRE ALARM SYSTEM	W/ TAB 26A	MEDIAN FIRE, PROSEC ALARM		
311000	040	SITE PREPARATION	W/ TAB 31B	DVED / DV DEWATEDING / DOLL DED WATED WELL	0.000/	•
312000	31B 31C	ROW BOND ALLOWANCE	\$ 762,651	DYER / RK DEWATERING / BOULDER WATER WELL	3.88% 0.08%	
312113	31R	RADON MITIGATION	\$ 15,000 \$ 29,342	RADON ENGINEERING CONSULTANTS	0.06%	•
312113	SIK	EROSION AND SEDIMENT CONTROL	W/ TAB 31B	RADON ENGINEERING CONSULTANTS	0.15%	· ·
313710		ROCK RIPRAP	W/ TAB 31B			
321216	32D	ASPHALT PAVEMENT	\$ 215,334	ALLOWANCE BASED ON ASPHALT SPECIALTIES	1.09%	\$
321313	ULD	CONCRETE PAVEMENT	W/ TAB 3C	ALLOWARDE BACES ON AGITIALT OF EGIALITIES	1.00 /6	
321723	32E	PAVEMENT MARKING	\$ 18,301	PRECISE STRIPING	0.09%	\$
323119	32F	DECORATIVE METAL FENCES AND GATES	\$ 96,153	TAYLOR FENCE	0.49%	\$
	32H	LANDSCAPING & IRRIGATION	\$ 312,533	ARROWLEAF	1.59%	\$
331100	33A	WATER UTILITY	\$ 625,863	ELEVATED EXCAVATING	3.18%	\$
333000	-	SANITARY SEWER UTILITY	W/ TAB 33A			
334100		STORM DRAINAGE	W/ TAB 33A			
	33B	DRY UTILITIES	\$ 100,000	ALLOWANCE FOR XCEL (POWER & GAS)	0.51%	\$
		DIRECT COST SUBTOTAL >>>	\$ 16.840.437		85.58%	\$ 1
1	1A	GENERAL CONDITIONS	\$ 670,525		3.41%	
		BUILDING PERMIT FEES & PLAN REVIEW FEES	\$ 123,094		0.63%	
		WATER & SEWER TAP FEES	\$ 212,020		1.08%	
	3.50%	CONSTRUCTION FEE	\$ 624,613		3.17%	
	5.00%	CONSTRUCTION CONTINGENCY	\$ 856,703		4.35%	
		GENERAL LIABILITY INSURANCE	\$ 101,589		0.52%	
		BUILDER'S RISK INSURANCE	\$ 46,630		0.24%	
		PERFORMANCE & PAYMENT BOND	\$ 202,665		1.03%	
		INDIRECT COST SUBTOTAL >>>	\$ 2,837,838		14.42%	\$
		CONSTRUCTION COST TOTALS >>>	\$ 19.678.275		100.00%	\$ 1.

SURVE	YING		RICK	(ENGINEERING		CAGE CIVIL NGINEERING		FLATIRONS SURVEYING		R ENGINEERS- SURVEYORS
(1D	Denver Fire Department - Station 40 17401 East 56th Ave, Denver CO 80249 BID BID BID BID BID BID BID BI	Mark Young Construction, LLC		Jeff Hawkins		ODY CALLAHAN		OSH BREEDLOVE		EFF WEYGANDT
(1B)	<i>)</i> —		Р	303-403-2402	P	623-670-2346	P	303-443-7001	Р	720-390-5524
			E	jhawkins@rickengineering.com	E	ccallahan@cagecivil.com	Е	jbreedlove@flatironsinc.com	E	jweygandt@rrengineers.co
	17401	BID STATUS		<u>jnawansernokengmeering.com</u>	_	ccananan(@cagecivii.com	_	jareedioveje natironaine.som	_	weyganatte, rengineers.se
	_									
SUE	BCONTRA	ACTOR QUOTE		\$ 55,020		\$ 57,235		\$ 66,910		\$ 59,62
		ADDENDA ACKNOWLEDGMENT		Х		Х		Х		Х
		SALES TAX INCLUDED/EXEMPT		Х		Х		Х		Х
		PROJECT MANPOWER & DURATION		Х		Х		Х		Х
		EXPECTED DATES TO PERFORM WORK		X		X		X		X
		LONG-LEAD ITEMS & TIME		X		X		X		X
		ATTACHMENT B ACKNOWLEDGEMENT?		X		X		X		X
		PREVAILING WAGE?	4	X		X		X		X
		BID FORM?	4	X		X		X		X
		MWBE CONTRACTOR?	4	NO		NO		NO		NO
SPEC ID SPE	FC DESCI			NO		NO NO		INO.		110
				Х		Х		Х		X
										, , , , , , , , , , , , , , , , , , ,
Q1		ITEM								
	1 DY	HORIZONTAL & VERTICAL CONTROL		Χ		Х		Х		Х
	1 DY	BUILDING CORNERS & LAYOUT GRIDLINES		Х		Х		Х		Х
	1 DY	BLUETOPS FOR HORIZONTAL WORK		Х		Х		Х		Х
	1 DY	CURB & GUTTER		Х		Х		Х		Х
	1 DY	DETENTION POND SURVEY		Х		Х		Х		Х
	1 DY	STORMWATER INLETS & OUTLETS		Х		Х		Х		Х
	1 DY	MONUMENT SIGNAGE		Х		Х		Х		Х
	1 DY	LIGHT POLES		Х		Х		Х		Х
	1 DY	MAN HOLES		X		X		X		X
	1 DY	ELECTRIC VEHICLE CHARGING STALLS		X		X		X		Х
	1 DY	BUILDING PAD		Χ		Х		Х		Х
	1 DY			Х		Х	<u></u>	Х		Х
				Χ		Х	<u> </u>	Χ		X
				Χ		Х	<u> </u>	Х	<u> </u>	Х
			ــــــ	X		X	 	X		X
			—	X		X		X		X
			 	X		X		X		X
			 	X		X		X	<u> </u>	X
			1	X		X		X		X
			 	X		X		X		X
			 	X		X		X		X
		AS-BUILT DRAWINGS PER AHJ	 	X		X		X		X
		RE-STAKING ALLOWANCE	 	X		X		X		X

SECURIT	•			AMERICAN JTOMATION	TWIN	CITY SECURITY	Р	COMPLETE ROTECTION SOLUTIONS
(1D)	Y	Mark Young Construction, LLC	ı	IINDY DAVINE		DAN REDD	M	IICHAEL O'NEILL
	DENV	'ER FIRE DEPARTMENT - STATION 40	Р	(303) 520 0629	Р	(303) 803 4164	Р	(303) 548 6379
	17401	EAST 56TH AVE DENVER CO 80249	Е	mdavine@americanautor	Е	dan@twincitysecurity.com	E	service@completeprotect
		BID STATUS						
SUB	CONTRA	ACTOR QUOTE		\$ 95,863		\$ 97,587		\$ 116,761
		ADDENDA ACKNOWLEDGMENT		Х		Х		Х
		SALES TAX INCLUDED/EXEMPT		X		X		Х
		PROJECT MANPOWER & DURATION		Χ		Χ		X
		EXPECTED DATES TO PERFORM WORK		Χ		Χ		X
		MWBE?		YES		NO		NO
		RIPTION		· ·		V		
	JRITY GU	PE DESCRIPTION		Х		X		Х
QTY		ITEM						
	RITY GUA							
	00 HRS	WEEK DAY WATCH (12 HOURS/DAY)		Х		Х		Х
1,4	40 HRS	WEEKEND WATCH (24 HOURS/DAY)		Х		Х		Х
	84 HRS	HOLIDAY WATCH		Х		Х		Х
		TOTAL BASE BID	\$	95,863	\$	97,587	\$	116,761

CONC	RETE	JO	B CONCRETE	FB	C CONCRETE		MYC	AF	RACO GROUP
20	Mark Young Construction, LLC		Jedadiah O'Brien	ı	Hermes Pacheco		Lucas Lastoczy	E	Breanna Newkirk
(30	Denver Fire Station #40	Р	303-249-3357	Р	720-628-9855	P	303-710-3008	P	719-229-1228
$\overline{}$	17401 East 56th Ave, Denver, CO 80249	E	estimating@jobconcrete.net	E	fbc@fbcconcreteinc.com	E	llastoczy@markyoungconstruction.com	E	breanna@aracogroupllc.com
	BID STATUS		countaining(e) poor lor etc. not	_	The Composition of the Committee of the	_		_	stoarma(e/aracogrouphe.som
	aid STATUS								
	SUBCONTRACTOR QUOTE		\$ 1,575,796		\$ 1,561,429		\$ 1,484,806		\$ 1,057,751
	ADDENDA ACKNOWLEDGMENT		X		X		X		X
	SALES TAX INCLUDED/EXEMPT		X		X		X		X
	PROJECT MANPOWER & DURATION EXPECTED DATES TO PERFORM WORK		X		X		X		X
	LONG-LEAD ITEMS & TIME		Y		X		X		X
	ATTACHMENT B ACKNOWLEDGEMENT		X		X		X		X
	P&P BOND		\$ 47,274		X		X		\$ 26,444
	BID FORM		X X		X		X		X 25,111
	MWBE CONTRACTOR?		NO		NO		SUPPLIER		Х
SPEC ID	SPEC DESCRIPTION								
	CAST-IN-PLACE CONCRETE		Х		Х		Х		Х
033001	CAST-IN-PLACE CONCRETE FOR SITE WORK		X		Х		X		Х
033119	ARCHITECTURAL SITE CONCRETE		X		Х		Х		Х
033520	CONCRETE FINISHING		X		X		X		X
	UNDER-SLAB VAPOR BARRIER		X		X		X		X
321313	CONCRETE PAVEMENT WORK SCOPE DESCRIPTION		X		Х		Х		Х
	QTY UOM ITEM								
	CONCRETE								
	32174 SF HEAVY DUTY CONCRETE PAVEMENT @ 8" THICK 6000 PSI		Х		Х		Ιx		NOT INCLUDED
	6658 SF LIGHT DUTY CONCRETE PAVEMENT @ 6" THICK		Х		Х		Х		X
	14630 SF SIDEWALK/PAVEMENT @ 4" THICK		Х		Х		Х		Х
	5427 SF CONCRETE TRAIL @ 6" THICK		Х		Х		Х		Х
	7 EA ADA RAMPS		Х		X		Х		Х
	1097 LF 6" CURB AND GUTTER W/ 1' SPILL/CATCH		X		Χ		Х		X
	996 LF 6" CURB AND GUTTER W/ 2' SPILL/CATCH		X		X		X		X
	566 LF 6" CONCRETE CURB		X		X		X		X
	49 EA BOLLARDS 834 SF TRASH ENCLOSURE & COMM TOWER PAD		X		X		X		X
	834 SF TRASH ENCLOSURE & COMM TOWER PAD 75 LF TRASH ENCLOSURE FOOTING (3'-0" X 1'-2")		X Y		X		X		X
	122 LF TRASH ENCLOSURE & COMM TOWER STEM WALL		X		X		X		X
	3 EA PILASTERS AT COMM TOWER		X		X		X		X
	285 LF 2'-0" X 1'-0" CONTINUOUS FOOTING (SF24A)		X		X		X		X
	249 LF 3'-0" X 1'-2" CONTINUOUS FOOTING (SF36A)		Х		Х		Х		Х
	265 LF 4'-0" X 1'-6" CONTINUOUS FOOTING (SF48A)		Х		Х		Х		Х
	32 LF 5'-0" X 1'-4" CONTINUOUS FOOTING (SF60A)		Х		Х		Х		Х
	107 LF 6'-0" X 1'-4" CONTINUOUS FOOTING (SF72A)		Х		Х		Х		Х
	408 LF STEM WALL (1'-2" WIDE, 2'-6" TALL)		X		X		X		X
	232 LF STEM WALL (1'-6" WIDE, 1'-8" TALL)		X		X		X		X
	46 LF STEM WALL (0'-8" WIDE, 2'-6" TALL)		X		X		X		X
	112 LF SITE STEM WALLS (1'-4" WIDE, 2'-6" TALL)		X		Χ		X		X

		TOTAL BASE BID	\$	1,623,070	\$	1,561,429	\$ 1,484,806	NO	OT COMPLETE
1	LS	AUGER		Х		Х	Х		Х
	LS	CONCRETE FINISHING EQUIPMENT		X		Х	X		X
	BEA	CONCRETE DELIVERY FEE		X		Х	X		X
	EA	CONCRETE PUMP		X		Х	X		X
	ΈA	WASHOUTS		Ιx		Х	Х		X
		TE ITEMS		1			ļ		1 *
14404		TRACK-MAT HT FLOOR PROTECTION		X		X	X	MYC	\$
	SF	MOCK UP - 6" SLAB ON GRADE - Waiting on RFC Response		X		X	X		NOT INCLUDED
	LF	CONCRETE PLANTERS (2 EA)		X		X	X	, 11 0 100	X
	BEA	LIGHT POLE BASES (2'-0" DIA. X 10'-0" TALL)		X		X	X	ARACO	\$
	SF	LEVEL 5 CONCRETE BALCONY ON DECK		X		Υ	X		X
1151		SLAB ON MEZZANINE DECK		X		Y	X		X
4295		10" SLAB ON GRADE (Absolute Concrete Flooring will pour & apply GU Ice Cure)	1	X	-	^ v	X		NOT INCLUDED
10109		4" SLAB ON GRADE (Absolute Concrete Flooring will pour & apply GU Ice Cure)		X		^ v	X		NOT INCLUDED
	'EA	PILASTERS	1	X	-	^ v	X		X
	SF	MAT FOOTING @ 1'-0" THICK AT COMM TOWER (MF24A)	1	X	<u> </u>	^ Y	X		X
	SF SF	MAT FOOTING @ 1'-6" THICK AT HOSE TOWER (MF18A) MAT FOOTING @ 1'-6" THICK (MF18B)		X		X	X		X
	EA SF	6' X 6' X 1'-6" SPREAD FOOTING (F6x6)		X		X	X		X
	EA	7' X 4' X 1' SPREAD FOOTING (F7x4)		X		X	X		X
	EA	4' X 4' X 1' SPREAD FOOTING (F4x4)		X		X	X		X
	EA	3' X 3' X 1' SPREAD FOOTING (F3x3)		X		X	X		X
	LF	MONUMENT SIGN FOOTING (2'-0" WIDE, 0'-8" TALL)		X		X	X		X
	LF	MONUMENT SIGN WALL (1'-7" WIDE, 3'-0" TALL)		X		X	X		X
	LF	SITE WALL FOOTING (3'-0" X 1'-2")		Х		Х	X		Х
	LF	SITE WALL FOOTINGS (2'-0" X 1'-0")		Х		Х	X		Х
	LF	SITE STEM WALL (1'-6" WIDE, 2'-6" TALL)		X		Х	X		Х

CONC	CRE	ΓΕΙ	POLISH & STAINING	Δ	BSOLUTE CONCRETE	C	CONCRETE SURFACES
			Mark Young Construction, LLC		SHAWN		COREY
(3 [))						T T
		DEN\	/ER FIRE DEPARTMENT - STATION 40	Р	720-219-8628	Р	719-445-0858
		1740	1 EAST 56TH AVE DENVER CO 80249	E	shawn@absolutepolishing.com	E	estimating@concretesurfacesusa.co
			BID STATUS				
	SUBC	ONTR	ACTOR QUOTE		\$ 235,14	8	\$ 78,871
			ADDENDA ACKNOWLEDGMENT		Х		Х
			SALES TAX INCLUDED/EXEMPT		Х		X
			PROJECT MANPOWER & DURATION		Х		х
			EXPECTED DATES TO PERFORM WORK		X		Х
			LONG-LEAD ITEMS & TIME		Х		х
			ATTACHMENT B ACKNOWLEDGEMENT?		X		Х
			PREVAILING WAGE?		X		X
			BID FORM?		X		X
			MWBE CONTRACTOR?		NO		NO
SPEC ID			RIPTION		1		
			ONCRETE FINISHING (GREEN UMBRELLA)		X		NOT INCLUDED
033520 033543			INISHING ONCRETE FINISHING (GREEN UMBRELLA)		X		X NOT INCLUDED
033343			PE DESCRIPTION		^	_	NOT INCLUDED
		UOM					
	4	EA	MOBILIZATIONS		X		X
	7647		SURFACE PREPERATION		X		X
PC-01	7647		POLISHED CONCRETE		X		X
SC-01	5662	SF	SEALED CONCRETE		X		X
	1	1.0	FINE CDADE AND FORMS		W/ TAB 2C		NOT INCLUDED
	1158	LS	FINE GRADE AND FORMS REBAR F& I		W/ TAB 3C W/ TAB 3C		NOT INCLUDED NOT INCLUDED
	-	SF	PLACE AND FINISH SLAB		LABOR ONLY		NOT INCLUDED
		SF	CONC FINISHING		X		NOT INCLUDED
		SF	VAPOR BARRIER		W/ TAB 3C		NOT INCLUDED
	4	LS	FIELD MOCK-UP		X		X
	1158	.	JOINT FILLER		X		X
	13309		FINAL CLEANING		X		NOT INCLUDED
	1	LS	CRACK/HOLE FILL		Х		X
	1	LS	FLOOR PROTECTION		Х		NOT INCLUDED
			POWER FOR POLISHER - CHECK W/ TAB 26A	*NO CON	C MATERIAL OR PUMP INCL*		
			TOTAL BASE BID	\$	235,14	8	

MASO	NRY	•		BIGH	ORN MASONRY	В	SM MASONRY	D	M MASONRY
	$\setminus $	N	Mark Young Construction, LLC		ADAM		DOUG		ROBERT
(4A	<i>,</i> ,		/ER FIRE STATION #40	P	(202) 204 7077		(040) 004 0040		(700) 000 0005
	′ ⊦				(303) 994-7677	Р	(612) 364-3042	Р	(720) 933-0385
	'	17401	I EAST 56TH AVE DENVER CO 80249	E	adam.muir@bighornmasonry.com	E	doug@bsmmasonry.com	E	robert@dmconstruction.con
			BID STATUS						
S	SUBCO	NTR/	ACTOR QUOTE		\$ 1,602,300		\$ 1,638,507		\$ 1,936,114
			ADDENDA ACKNOWLEDGMENT		X		X		Х
			SALES TAX INCLUDED/EXEMPT		X		X		X
			P&P BOND COST		n/a		n/a		n/a
			PROJECT MANPOWER & DURATION EXPECTED DATES TO PERFORM WORK		X		X		X
			HOLD BID FOR 90 DAYS		X		X		X
			LONG-LEAD ITEMS & TIME		16-20 weeks		^		^
			ATTACHMENT B ACKNOWLEDGEMENT		YES				
			MWBE		NO				
			APPRENTICESHIP		1,200				
			TOTAL HOURS		13,000				
			PREVAILING WAGE		NO				
			BID FORM COMPLETE		Х				
			RIPTION						_
			CHITECTURAL CONCRETE		X		X		X
	JNIT MA				X		X		X
			UNIT MASONRY PE DESCRIPTION		Х		Х		Х
		UOM							
N	MASONR		II EM						
	140	SF	CMU 8" TRASH MONUMENT SIGN		Х		Х		Х
	1024	SF	CMU 8" TRASH ENCLOSURE		Х		Х		Х
	360		CMU 8" INTERIOR		X		Х		X
	12273	SF	CMU 10" FULLY GROUTED		X		X		X
	12384		BR1 BRICK VENEER		X		Х		X
	346.5		BR1 BRICK VENEER AT WEST WALLS NEAR GRIDINE 10		X		X		Х
	300		BR1 BRICK VENEER AT MONUMENT		X		X		X
	1024		BR1 BRICK VENEER TRASH ENCOSURE		X		X	<u> </u>	X
 	240 S		BR1 BRICK VENEER AT MOCK UP BR2 BRICK VENEER		X		X	<u> </u>	X
	2001		BR3 BRICK VENEER		X		X	1	X
	34		PRECAST CAP AT MONUMENT SIGN		X		X		X
 	149 [96" SECTIONPRECAST CONCRETE		X		X	1	X
	99 1		96" SECTIONPRECAST CONCRETE AT WEST SIDE		X		X		X
N			RYITEMS						<u> </u>
		CHK	Delegated Design for Precast Concrete Anchoring						
		TON	REINFORCING STEEL FOR MASONRY - CHECK W/ TAB 3C		X		Х		Х
	1		INSTALL STEEL EMBEDS		X		X		Х
	1		SHORING/DEADMAN		X		X		X
ļ <u>ļ</u> .		TON	INSTALL REINFORCING STEEL		X		X		X
	133		INSTALL PRECAST		X		X	<u> </u>	X
	12273		REINFORCED PLASTIC		X		X	<u> </u>	X
	50	DAY	WINTER CONDITIONS & HEAT		X		Х		X
			TOTAL BASE BID	\$	1,602,300	\$	1,638,507	\$	1,936,114

STRUC	TURAL STEEL & METALS	FLA\	WLESS STEEL		ZIMKOR		KDM
	Mark Young Construction, LLC		SILAR		RANDY		JESSE
(5A	DENVER FIRE STATION #40		(700) 647 5065		(700) 504 4000		(700) 075 5440
		P	(720) 647-5965	P	(720) 584-1368	P	(720) 975-5110
	17401 EAST 56TH AVE DENVER CO 80249	E	silar@fsw-denver.com	E	randyz@zimkor.com	E	jesse@kdmsteelworks.com
	BID STATUS						
su	IBCONTRACTOR QUOTE		\$ 1,436,593		\$ 1,269,300		\$ 1,382,717
	ADDENDA ACKNOWLEDGMENT		X		X		
	SALES TAX INCLUDED/EXEMPT		X		X		
	P&P BOND COST		X		\$ 12,693		
	PROJECT MANPOWER & DURATION		Χ		Х		
	EXPECTED DATES TO PERFORM WORK		Χ		Х		
	HOLD BID FOR 90 DAYS		X				
	LONG-LEAD ITEMS & TIME		X				
	ATTACHMENT B ACKNOWLEDGEMENT		Χ		Х		
	SHOP DRAWINGS, DESIGN & SUBMITTALS		X		X		
	AISC		X		Х		
	MWBE		YES				
	APPRENTICESHIP HOURS TOTAL HOURS		\$ 545		\$ 864		
	PREVAILING WAGE		\$ 3,636 X		\$ 4,316 X		
	BID FORM COMPLETE		X		X		+
SPEC ID SP	PEC DESCRIPTION		X				
	RUCTURAL STEEL FRAMING		Χ		X		
	CHITECTURAL STRUCTURAL STEEL		Χ		Х		-
053100 STI	EEL DECKING		Χ		Х		
055000 ME	TAL FABRICATIONS		Χ		Х		
055100 ME	TAL STAIRS		Χ		Х		
	PE AND TUBE RAILINGS		Χ		Х		
	RMED METAL FABRICATIONS		Χ		Х		
	CORATIVE METAL RAILINGS		Χ		Х		
	ORK SCOPE DESCRIPTION						
	OTY UOM ITEM						
STF	RUCTURAL STEEL FRAMING						
	21 TN COLUMN(S) & BASE PLATE(S) - SUPPLY & ERECT		X		X		
	139 TN BEAM(S) & CONNECTION(S) - SUPPLY & ERECT		X		X		_
	2 TN GALVANIZED COLUMN(S) AT TRELLOUS& BASE PLATE(S) - SUPPLY & EF	RECT	X		X		
	4 TN GALVANIZED HSS BEAMS AT TRELLOUS& BASE PLATE(S) - SUPPLY & EI		X		X		
	6 TN BRACED BAYS TUBE STEEL		X		X		+
	245 LF L2X2X1/4 TRENCH ANGLES		X		X		

	4 TN	LINTELS - SUPPLY ONLY - INSTALL W/ TAB 4A	Х	X		
	25 DAY	HOISTING & RIGGING	X	X		
	4 EA	STRUCTURAL OPENING REINFOREMENT	X	X		
	METAL DECK					
	13505 SF	METAL DECKING	X	X		
	METAL FABRIC	CATIONS				
s300/14	204 LF	DOOR SUPPORT ANGLES	X	X		
	225 LF	GALVANIZED METAL STAIRS - FABRICATION & INSTALLATION	X	X		
	50 LF	MEZANINE HANDRAIL - DOUBLE LINE - FABRICATION & INSTALLATION	X	X		
	215 LF	GALVANIZED METAL GUARDRAIL - EIGHT LINE - FABRICATION & INSTALL	ATION X	X		
	25 LF	METAL LADDER - FABRICATION & INSTALLATION	Х	X		
	15 EA	METAL BOLLARDS - SUPPLY ONLY	X	X		
	8 EA	BENT PLATE OPENING FRAMES - FABRICATION & INSTALLATION	X	X		
	4 EA	S-530/10 OPTION D	X	X		
	1 EA	HOSE DRYER	X	X		
	1 EA	3" TUBE STEEL A410/3	X	X		
	6 EA	TRASH ENCLOSURE GATES - FABRICATION & INSTALLATION	Χ	\$ 17	,000	
	MISC. STEEL IT	TEMS				
	160 TN	STEEL ERECTION	X	X		
	1 LS	DELIGATED DESIGN	X	X		
	1 LS	SHOP DRAWINGS & DETAILING	X	X		
	16 WK	EQUIPMENT RENTAL	Х	X		
	1 LS	AISC CERTIFICATION	X	X		
	1 LS	AISC CERTIFICATION PAINTER	Х	\$ 150	,000	
		TOTAL BASE BID	\$ 1,436	,593 ; 1,454,	173 \$	1,382,717

ROUG	H CAF	RPENTRY	KA C	ONSTRUCTION		NICKELL		HOLLAND
		Mark Young Construction, LLC						
(6A		Construction, LLC		JEFF SAUL	J	ESSE NICKELL	R	OBERT HOLLAND
(OA	. ,	VER FIRE DEPARTMENT - STATION 40	Р	(303) 390-1241	Р	(720) 897-8396	Р	(720) 529-5304
	1740	1 EAST 56TH AVE DENVER CO 80249	Е	jeff@kaconstructionco.com	E	Jesse@nickellcon.com	E	hollandframe@aol.com
		BID STATUS						
	SUBCONTR	ACTOR QUOTE		\$ 267,356		\$ 193,650		\$ 294,043
		ADDENDA ACKNOWLEDGMENT		Х		NOT INCLUDED		NOT INCLUDED
		SALES TAX INCLUDED/EXEMPT		X		X		X
		PROJECT MANPOWER & DURATION		X		X		X
		EXPECTED DATES TO PERFORM WORK		X		X		X
		LONG-LEAD ITEMS & TIME		X		X		X
		ATTACHMENT B ACKNOWLEDGEMENT?		X		NOT INCLUDED		X
		PREVAILING WAGE?		Х		Х		YES
		BID FORM?		Х		NOT INCLUDED		NOT INCLUDED
		MWBE CONTRACTOR?		NO		NO		NO
SPEC ID	SPEC DESC	CRIPTION						
	ROUGH CAR			а		NOT INCLUDED		
		ELS (WOOD) AND EXTERIOR PURLINS		а		NOT INCLUDED		
		PE DESCRIPTION						
	QTY UOM							
	ROUGH CARP			I				T
	640 LF	IN-WALL BLOCKING (CONFIRM W/ 9A)		Х		NOT INCLUDED		X
	3155 SF	1/2" PLYWOOD STANDING SEAM METAL ROOF (R4)(CONFIRM W/7F)		W/ TAB 7F		NOT INCLUDED		W/ TAB 7F
	1080 SF	1/2" PLYWOOD AT METAL PANELS		X		NOT INCLUDED		X
	950 LF 195 LF	PARAPET CAP BLOCKING		X		NOT INCLUDED		NOT INCLUDED
R2	195 LF 50 SF	2" BLOCKING FOR ALUMINUM PANELS ACCOYA SOFFIT PANELS OVER WEATHER BARRIER		X		NOT INCLUDED X		X
R5	1490 SF	ACCOYA SOFFIT PANELS OVER WEATHER BARRIER ACCOYA SOFFIT PANELS (2" per spec, 3/4" per details)		X		X		X
ADD2	467 SF	ACCOYA SOFFIT PANELS AT TRELLIS		X		X		X
ADD2	571 LF	KNOTWOOD ALUMINUM BEAMS AT TRELLIS (CONFIRM W/ 7F)		W/ TAB 7F		NOT INCLUDED		W/ TAB 7F
7,552	6725 SF	WOOD FRAMING LABOR & NAILS		X		NOT INCLUDED		X
	2007 SF	HAT CHANNEL 7/8" GALVANIZED @ 16" O.C.		X		NOT INCLUDED		X
		CARPENTRY ITEMS						
	2 LS	LUMBER PACKAGE DELIVERY		Х		NOT INCLUDED		Х
	6 MO	EQUIPMENT RENTAL		\$ 15,000		NOT INCLUDED		\$ 15,00
		TOTAL BASE BID	\$	282,356	\$	193,650	\$	309,043

INTER	IOR A		CHITECTURAL WOODWORK		MGC	E	DEN OAKS		H2I
6E	3	Y	Mark Young Construction, LLC		SAMUEL		FAITH		WES
\		DENV	ER FIRE DEPARTMENT - STATION 40	Р	713-800-7300	Р	512-587-1657	Р	303-867-0483
		17401	EAST 56TH AVE DENVER CO 80249	E	sslaydon@mgcinc.net	E	faith@edenoaksco.com	Е	wsyers@haldemanhom
			BID STATUS		, 0 3				, 0
	SUBCC	NTRA	ACTOR QUOTE		\$ 393,875		\$ 388,899		\$ 109,845
	30000	/NTIK-							
			ADDENDA ACKNOWLEDGMENT		X		X		X
			SALES TAX INCLUDED/EXEMPT PROJECT MANPOWER & DURATION		X		X		X
			EXPECTED DATES TO PERFORM WORK		X		X		X
			LONG-LEAD ITEMS & TIME		12 WEEKS		16 WEEKS		12 WEEKS
			ATTACHMENT B ACKNOWLEDGEMENT?		X		X		NOT INCLUDED
			P&P BOND		N/A		\$ 9,170		NOT INCLUDED
			PREVAILING WAGE?		X		X	l e	X
			BID FORM?		X		X	Ī	X
			MWBE CONTRACTOR?		NO		NO		NO
SPEC ID			RIPTION						<u> </u>
			CHITECTURAL WOODWORK		X		X		
			NORK - MOTT OR COMPARABLE PRODUCT		X		X		X
123661			TONE COUNTERTOPS E DESCRIPTION		Х		NOT INCLUDED		
	QTY								
	MILLWO		I I CIVI						
	IIIILLIVO								
	38	LF	CAB-01 LOWER		Х		х		
	5	LF	CAB-01 UPPER ENCLOSED		X		Х		
	13	LF	CAB-01 UPPER W/ GLASS PANELED DOOR W/ FINISHED INTERIOR		Х		Х		
	77		CAB-02 LOWER		X		X		
	67		CAB-02 UPPER ENCLOSED		Х		Х		
		LF	CAB-02 UPPER OPEN SHELVING		X		X		
	21		CAB-02 BEDROOM LOCKERS		X		X		
	12 185		CAB-03		X		X		
		LS	SS-1 KITCHEN & DINING, RESTROOMS PLAM SHELF IN WARDROBES		X		NOT INCLUDED X		
	17		OPEN, ADJUSTABLE STAINLESS STEEL SHELVING (9,10,11/A-403)		X		X		
	_		PENHOLIC BENCH @ CHANGE 137		X		X		
			STAINED TRIM @ KITCHEN RANGE		X		X		
	COUNTE								
	232	SF	PLAM COUNTER PLAM-01 W/ BACKSPLASH		Х		Х		
		LS	CAULKING & CLEANING		Х		Х		
	STAINLE								
	120		STAINLESS STEEL BACKSPLASH @ KITCHEN NORTH WALL		X		X	<u> </u>	
SS1	316		SS-1 COUNTER STAINLESS STEEL COUNTERTOP		X		X	 	X
SS2	130 48		STAINLESS STEEL COUNTERTOP STAINLESS STEEL OPEN ADJUSTABLE SHELVING		X		X	 	X
	4.5		STAINLESS STEEL LOWER CABS @ OUTDOOR GRILL		X		X	 	^
	15		STAINLESS STEEL COUNTERTOP @ OUTDOOR GRILL		X		X		
		SF	STAINLESS STEEL LAUNDRY CHUTE DOOR		X		X	Ī	
	MISC								
_			FIRE HOSE ART - FIRE HOSES WEAVING		X		Х		
			PROVIDE FULL SIZE CABINET SAMPLE 12X24		X		Х		
			CATALOG DATA FOR ALL COUNTERTOP MATERIALS		X		Х	ļ	
			SHOP DRAWINGS		X		X		
			PLAM MATERIAL SAMPLES		X		X	.	
			3RD PARTY CERT OF PARTICLEBOARD & MDF (FORMALDEHYDE)		X		X	<u> </u>	
			AWI QUALITY: CUSTOM GRADE UNLOAD, UNPACKAGE		X		X	-	
		LO	UNLOAD, UNFAUNAGE		^				
			TOTAL BASE BID	\$	393,875	\$	398,069		

WATE		HEGG	EM-LUNDQUIST		ALC	AL		USI		ALPHA		CRI
	Mark Young Construction, LLC		PAUL THOMAS		JOSH WOI	LITZKY	V	VILLIAM J. IRVIN		DEREK HANSON	С	OURTNEY CHAPIN
(7A	DENVER FIRE DEPARTMENT - STATION 40	P	(303) 598-2545	P	(720	0) 512-1022	P	(720) 930-2656	P	(720) 606-7370	P	(303) 920-2286
	/ ————	-	` '		<u> </u>	<u>, </u>		` '		<u> </u>		, ,
	17401 EAST 56TH AVE DENVER CO 80249	E	Paul@heggem-lundquist.com	E	<u>josh.woli</u>	itzky@alcal.com	Е	wirvin@usiinc.com	Е	dhanson@alphaiwp.com	Е	courtney@customrestorationinc.com
	BID STATUS											
	SUBCONTRACTOR QUOTE		\$ -		\$			\$ -		\$ -		\$ -
	ADDENDA ACKNOWLEDGMENT		Х		Х			Х		Х		
	SALES TAX INCLUDED/EXEMPT		X		Х			Х		Х		
	PROJECT MANPOWER & DURATION		X		Х			Х		Х		
	EXPECTED DATES TO PERFORM WORK		Х		Х			Х		X		
	PREVAILING WAGE		X		Χ			X		X		
	ATTACHMENT B AND BID FORM		Х		Х			X		X		
	MWBE CONTRACTOR?		NO		NO			NO		NO		NO
	SPEC DESCRIPTION							<u> </u>				
	COLD APPLIED WATERPROOFING		X		Х							Х
	THERMAL INSULATION		X		X			X		X		<u></u>
079200	JOINT SEALANTS	_	Х		Х					Х		Х
	WORK SCOPE DESCRIPTION											
	QTY UOM ITEM WATERPROOFING	_										
RFC #1		CRI	\$ 30,080	CRI	\$	30,080	CDI	\$ 30,080		\$ 18,490		\$ 30,080
	DAMPPROOFING	CKI	φ 30,080	CKI	Φ	30,080	CKI	\$ 30,060		φ 10,490		\$ 30,000
C #1 REMOV		CRI	\$ 8,370	CRI	\$	8,370	CRI	\$ 8,370				
O #1 ICEINOV	INSULATION	OIT	φ 0,570	Orti	Ψ	0,070	Orti	φ 0,570				
	8776 SF SOUND INSULATION (confirm w/ tab 9A)		Х		\$	1,050						
EW1,EW2,E	 		, , , , , , , , , , , , , , , , , , ,			1,000		.,				
W3,EW4	7474 SF THERMAX INSULATION (2.5") ON STUDS (confirm w/ tab 9A)		Х		Х			X		Х		
EW5,EW6,E W7	9384 SF THERMAX INSULATION (2.5") AT CMU (confirm w/ tab 9A)		\$ 253,615		\$	135,630		\$ 195,835		\$ 222,625		
EW14	59 SF THERMAX INSULATION (1") AT CMU (confirm w/ tab 9A)		X		Х			Х		X		
072100	7474 SF SPRAY FOAM (BASF; SPRAYTITE 81206)	ALCAL	\$ 15,085		\$	15,085		X	ALCAL	\$ 15,085		
	, , , , , , , , , , , , , , , , , , , ,	CRI	\$ 8,110	CRI	\$	8,110	CRI	\$ 8,110		X		\$ 8,110
G-101	· · · · · · · · · · · · · · · · · · ·	ALCAL	\$ 15,225		\$	15,225		\$ 29,560		\$ 29,560		
	JOINT SEALANTS											
		CRI	\$ 48,170	CRI	\$	48,170	CRI	\$ 48,170	ļ	\$ 29,920		\$ 5,820
	950 LF BUILDING-COPING CAP FLASHING JOINT		X	-	X			X		X		\$ 12,005
	938 LF BUILDING-SIDEWALK JOINTS		X		X			X		X		\$ 5,820
	5335 LF FLATWORK JOINTS		X		X			X	CD!	X		\$ 18,445
	1915 LF CONCRETE CURB		X	-	X			X	CRI	\$ 6,080		\$ 6,080
	10138 LF BACKER ROD 2 WK EQUIPMENT RENTAL		X	1	X			X		X		X
			\$ 4,155		^			^		^		
	MATERIAL ESCALATION		Ψ 4,100									
	TOTAL BASE BID	\$	382,810	\$		261,720	\$	320,125	\$	321,760		

ROOF	INC		ARCHITECTURAL METALS	R	AMOS ROOFING		B&M	BL	ACK ROOFING	AL	PINE ROOFING	С	MC ROOFING
7F			Mark Young Construction, LLC		CINDY HART		MATT LAPERLE	MA	TTHEW FREEMAN	SI	HAYLA SPRESSER		SHAWN LOGAN
("		DEN	VER FIRE DEPARTMENT - STATION 40	Р	(720) 372-6463	Р	(303) 443-5843	Р	(303) 449-5176	Р	(303) 295-7769	Р	(720) 537-0175
_		1740	1 EAST 56TH AVE DENVER CO 80249	Е	cindy@ramosroofing.com	Е	mlaperle@bmroofing.com	Е	mfreeman@blackroofing.com	Е	sspresser@alpineroofingco.com	Е	shawnlogan@cmcroofing.
			BID STATUS		MWBE								
	SUBC	ONTR	ACTOR QUOTE				\$ -		\$ -		\$ 617,091		\$ 864,32
			ADDENDA ACKNOWLEDGMENT		X		X						X
			SALES TAX INCLUDED/EXEMPT		X		X						X
			PROJECT MANPOWER & DURATION		100 days		Х						Х
			EXPECTED DATES TO PERFORM WORK		X								
			PREVAILING WAGE		X								
			APPRENTICESHIP HOURS		no								
			TOTAL MAN HOURS		3200								
			MOCKUP PER A-053		X								
	•		BID BOND IF NEEDED	3.0%	\$ 31,054	2.0%	\$ 20,163	1.9%				2.5%	,
			RIPTION										
			EAM METAL ROOF PANELS	ш									
			L PANELS	╙									ļ
			WALL PANELS (ACM)	ш									
075423	_		STIC POLYOLEFIN MEMBRANE (TPO) ROOFING	Ш									
076200			AL FLASHING AND TRIM	ш									
077200			SSORIES	ш									
			PE DESCRIPTION	4 1									
		UOM											
		_	OOFING	—			T		T		T		1
R1, R2	1446		TPO ROOFING (JOHNS MANVILLE) 60 MIL WHITE (ADHERED)	ш	\$ 270,369		\$ 316,100		\$ 359,730		X		X
	1762		INSULATION - R30	ш	X	<u> </u>	X				X		X
FC#2/ 16	1446		1/2" COVERBOARD	lacksquare	Х		Х		\$ 18,390		Х		Х
R4, R5		SF	& WALL PANELS Tetanining grammetal poor (Tite Loc Blue By Bac CLAB (CABLIELE)) CHETOM COLOR	₩	\$ 142,504		\$ 189,985	B&M	\$ 189,985	DOM	100,005		Ιx
K4, K5		5 SF	STANDING SEAM METAL ROOF (TITE-LOC PLUS BY PAC-CLAD (CARLISLE)) CUSTOM COLOR 1/2" PLYWOOD STANDING SEAM METAL ROOF (R4)(CONFIRM W/6A)	\vdash	\$ 142,504		X 169,965	DOIN	\$ 109,900	DOIN	\$ 189,985		X
R4, R5		5 SF	ICE & WATER SHEILD UNDERLAYMENT (ULTRA BY GRACE)	$\vdash\vdash\vdash$	X 20,709		X						X
N2,EW3,M		SF	METAL WALL PANELS (FLAT LOCK BY RHEINZINK)	\vdash	\$ 158,718		\$ 220,875	B&M	\$ 220,875	B&M	\$ 220,875		\$ 220
074213		SF	METAL WALL PANELS UNDERLAYMENT (ULTRA BY GRACE)	\vdash	X 130,710		X 220,073	DOIN	φ 220,073	DOWN	Ψ 220,073		Ψ 220
ACM1	_	5 SF	ALUMINUM PANELS (ALUCOBOND BY 3A COMPOSITES) 4mm DELEGATED DESIGN	\vdash	\$ 49,905		X						-
74113.16		2 LF	SNOW GUARDS (ACECLAMP A2 BY PMC INDUSTRIES)	\vdash	\$ 7,279		Α.						-
DDENDA	0.	SF	STANDING SEAM METAL GATE AT TRASH ENCLOSURE, BLACK (BERRIDGE)	H	\$ 4,843								+
		1 LS	ENGINEERING & CALCULATIONS	H	\$ 10,927	†	Х						+
			L FLASHING & TRIM				•		•				1
A-103		2 LF	GUTTERS & DOWNSPOUTS (GALVANIZED & PRE-FINISHED)		\$ 167,698		\$ 179,995				х		
A-103) LF	PARAPET CAPS	М	X	1	X		\$ 61,270		X		İ
A-103) LF	COUNTER & CAP FLASHING(S)		X		Х		\$ 10,470		Х		1
A-103	37	5 LF	FLASHING PENETRATIONS		X		Х						
076200	295	2 SF	METAL SOFFIT & FASCIA (TERMINEDGE BY OMG/HICKMAN)		X		Х		<u> </u>				
	26	1 LF	FLASHING SUPPLY FOR MASONRY		\$ 14,015		X						
		JP ITE											
A-053		9 SF	R2 ROOF ASSEMBLY	ᄓ	X								
A-053		7 SF	R4 ROOF ASSEMBLY	$oldsymbol{oldsymbol{\sqcup}}$	X								
		_	IG ITEMS & ACCESSORIES										
ADD2		1 LF	KNOTWOOD ALUMINUM BEAMS AT TRELLIS (CONFIRM W/ 6A)	ш	\$ 101,204	BH	\$ 101,204		ļ				
A-103		2 EA	ROOF HATCH (BILCO SS-50TB)	igspace	\$ 12,232	<u> </u>	ļ		X				ļ
		EA	WALKWAY PADS/PAVERS	igspace	X	<u> </u>	ļ		Х				ļ
74113.16		2 YR	MANUFACTURERS WARRANTY (METAL ROOF)	igspace	_	<u> </u>							
074243		1 LS	ALUCOBOND ACM FINISH (CUSTOM COLOR FINISH)	igspace	\$ 48,942	<u> </u>							
74113.16		YR	MANUFACTURERS WARRANTY (METAL ROOF WEATHERTIGHT)	igspace	\$ 19,724	!	Х			.	ļ	.	
075423	18	5 YR	MANUFACTURERS WARRANTY	igspace	X	<u> </u>							
			MATERIAL ESCALATION	\square	\$ 48,461								
			TOTAL BASE BID	\$	1,114,644	s	1,028,322	s	860,720	\$	1,027,951	\$	1,085,
			TOTAL DAGE DID										1,000,

DOOF	RS & HARDWARE	Colo	rado Doorways		LaForce	KO Do	oor Company, Inc.		ado Commercial Openings		Metro	AS	SA DOOR TEC
(8A	Mark Young Construction, LLC	Sp	encer Van Loenen		Austin Michaud		David Parker	Dust	in Thomas Griboski		Collin Franz		Anthony Arpaio
(07	DENVER FIRE DEPARTMENT - STATION 40	Р	720-626-5445	Р	(970) 221-2396	Р	315.657.0076	Р	720-499-7928	Р	303-524-2959	Р	(720) 989 2793
\sim	17401 EAST 56TH AVE DENVER CO 80249	E	spencer@doorwaysinc.com	Е	Austin.Michaud@laforceinc.com	Е	dparker@kodoors.com	Е	coloradocommercialopenings@gmail.com	Е	cfranz@metrodoorspecialists.com	E	asadoortech@gmail.con
	BID STATUS		IATERIAL ONLY		MATERIAL ONLY	_	TURNKEY		INSTALL ONLY		INSTALL ONLY		INSTALL ONLY
	פטואופ עום	IV	IATERIAL ONLT		WATERIAL ONLT		TORNKET		INSTALL ONLT		INSTALL ONLT		NSTALL ONLY
	SUBCONTRACTOR QUOTE		\$ 113,966		\$ 112,770		\$ 131,416		\$ 22,901		\$ 23,000		\$ 17,505
	ADDENDA ACKNOWLEDGMENT		Х		Х		Х		Х		Х		Х
	SALES TAX INCLUDED/EXEMPT		Х		Х		Х		Х		Х		Х
	PROJECT MANPOWER & DURATION		Х		Х		Х		Х		Х		Х
	EXPECTED DATES TO PERFORM WORK		10 WEEKS		10 WEEKS		8 WEEKS		Х		Х		Х
	LONG-LEAD ITEMS & TIME		Х		Х		Х		Х		Х		Х
	ATTACHMENT B ACKNOWLEDGEMENT?		Х		X		Х		Х		NOT INCLUDED		NOT INCLUDED
	PREVAILING WAGE?		Х		X		Х		X		X		X
	BID FORM?		X		X		Х		X		X		X
	MWBE CONTRACTOR?		YES		NO		NO		NO		NO		NO
	SPEC DESCRIPTION								<u>. </u>				
	HOLLOW METAL DOORS & FRAMES		X		X		X		X		X		
	FLUSH WOOD DOORS - FOREST CERTIFIED RATED		X		X		X		X		X		
	DOOR HARDWARE SDI CERTIFIED DOORS??		X		X		X		X		X		
081113-3	WORK SCOPE DESCRIPTION	_	X		X		Х		X		Х	_	
	QTY UOM ITEM												
	HOLLOW METAL FRAMES												
		MYC	\$ 850		X		X						T
	HOLLOW METAL DOORS								•		•		1
	34 EA DOOR LEAF		Х		Х		Х						
	WOOD DOORS (FACTORY OR FIELD FINISHED?)												
	19 EA DOOR LEAF		Х		Х		Х						
	FINISH HARDWARE						T						
	52 EA COMPLEX SET		X	ļ	X		X						
	6 EA SYNCRONIZED LOCK 8 EA KEY PADS		X	ļ	X		X						+
	8 EA REY PADS INSTALLATION (SPE)		X		Х		Х						
		CCO	X	CCO	X		Х		X		Х		Τx
		CCO	\$ 25,401		\$ 25,401	ко	\$ 18,929		X		X		X
		CCO	X 20,101	CCO	X 25,151		X,020		X		X		X
		ССО	Х	ССО	Х		Х		Х		Х		Х
	MISC				•								
	1 CHK STAINING		Х		Х		Х						
	1 CHK DOOR UNDERCUTS - M101 Note 46		Х		Х		Х						1
	1 LS FREIGHT & SHIPPING		X	ļ	X		X						1
	1 LS STOCKING - Delivery/Supervision		X		X		\$ 699	MYC	\$ 2,500	MYC	\$ 2,500		X
	TOTAL BASE BID	\$	140,217	\$	138,171		151,044	\$	25,401				

OVERI	HEA	3 d	& SECTIONAL DOORS		DH Pace	Do	or Specialties	Comp	lete Door Systems
		N	Mark Young Construction, LLC		Jeff Marcilliat		Ken Odette		Josh Grant
(8D)]		■ Construction, LLC		Jen warchilat		Ken Odette		Josh Grant
	/ [DENV	ER FIRE DEPARTMENT - STATION 40	Р	(720) 508-9247	Р	(720) 357-9194	Р	303-301-5448
		17401	EAST 56TH AVE DENVER CO 80249	E	Jeff.Marcilliat@dhpace.com	E	kjodette@door-specialties.com	E	josh@completedoorsystems.com
			BID STATUS						
;	SUBCO	NTRA	ACTOR QUOTE		\$ 305,750		\$ 349,434		\$ 306,710
			ADDENDA ACKNOWLEDGMENT		Х		Х		Х
			SALES TAX INCLUDED/EXEMPT		X		X		Х
			PROJECT MANPOWER & DURATION		Х		X		Х
			EXPECTED DATES TO PERFORM WORK		Х		X		Х
			LONG-LEAD ITEMS & TIME		20 WEEKS		20 WEEKS		20 WEEKS
			ATTACHMENT B ACKNOWLEDGEMENT?		X		X		X
			P&P BOND		X		\$ 10,483		\$ 8,933
			PREVAILING WAGE?		X		X		Х
			BID FORM?		X		X		Х
			MWBE CONTRACTOR?		NO		NO		NO
			RIPTION						
			DRS - DOOR ENGINEERING		X		X		X
			OORS - RAYNOR AV300		X		X		X
	DOOR H		VARE PE DESCRIPTION		Х		Х		Х
-		UOM	ITEM						
			SECTIONAL DOORS						
		EA	10 x 10 SECTIONAL DOOR		Х		X		X
			8 x 8 SECTIONAL DOOR		X		X		X
			ALL POWER, CONTROLS, MOTORS BY DOOR INSTALLER		X		X		X
	-		GLAZING		X		X		X
			POWDERCOAT FINISH AS SCHEDULED		X		X		X
			LABOR FOR INSTALLATION		X		X		X
			FREIGHT		X		X		X
F	FOUR FO								
			FOUR FOLDING DOOR MODEL # FF30 w/ 3 row glass & inset panel		Х		Х		Х
			ALL POWER, CONTROLS, MOTORS BY DOOR INSTALLER		Х		Х		Х
		EA	LED STRIP LIGHTS		Х		Х		Х
		EA	WARNING HORN AND STROBE		X		Х		X
		CHK	GLAZING		X		Х		X
		CHK	POWDERCOAT FINISH AS SCHEDULED		Х		Х		Х
			LABOR FOR INSTALLATION		X		X		X
	1		FREIGHT		X		X		X
			MATERIAL ESCALATION		\$ 13,920				
			TOTAL BASE BID	\$	319,670	\$	349,434	\$	306,710

STOR	REFRONT & GLAZING	Gran	nd View Glass		Element 13	Н	orizon Glass
	Mark Young Construction, LLC	,	antonio Bueno		Jason Nimmo		Don Lenhart
(8 E	La Construction, LLC		antonio Bueno		Jason Millino		Don Lennart
	DENVER FIRE DEPARTMENT - STATION 40	P	303.424.8022	Р	303-681-5618	Р	303-204-8506
	17401 EAST 56TH AVE DENVER CO 80249	E	abueno@gvglassco.net	E	jnimmo@element13facades.com	E	dlenhart@horizonglass.ne
	BID STATUS						
	SUBCONTRACTOR QUOTE		\$ 668,021		\$ 857,540		\$ 665,062
	ADDENDA ACKNOWLEDGMENT		Х		Χ		Х
	SALES TAX INCLUDED/EXEMPT		Х		Х		Х
	PROJECT MANPOWER & DURATION		Х		Χ		Х
	EXPECTED DATES TO PERFORM WORK		Х		Х		Х
	LONG-LEAD ITEMS & TIME		16 WEEKS		16 WEEKS		Х
	ATTACHMENT B ACKNOWLEDGEMENT?		Х		Х		NOT INCLUDED
	P&P BOND		Х		\$ 11,101		\$ 7,916
	PREVAILING WAGE?		Х		Χ		Х
	BID FORM?		Х		Х		Х
	MWBE CONTRACTOR?		NO		NO		NO
SPEC ID	SPEC DESCRIPTION				_		
	ALUMINUM FRAMED ENTRANCES AND STOREFRONTS		X		X		X
	GLAZED ALUMINUM CURTAINWALL		X		X		X
088000	GLAZING WORK SCOPE DESCRIPTION		Х		X		Х
	QTY UOM ITEM						
	EXTERIOR STOREFRONT WINDOWS PER A-621 (INSULATED TEMPERED G2)						
	56 SF SF1 - 3 SCREENS FOR OPERABLES		Х		Х		Х
	50 SF SF2		Х		Х		Х
	32 SF SF3		Х		Х		Х
	36 SF SF4		X		Х		Х
	38 SF SF5 - EYEBROW ROLLED HEADER		X		X		Х
	70 SF SF6		X		X		X
	28 SF SF7 56 SF SF8 - SPANDREL PANEL		X		X		X
	56 SF SF8 - SPANDREL PANEL 140 SF SF9 - SPANDREL PANEL		X		X		X
	406 SF SF10 - EYEBROW ROLLED HEADER		X		X		X
	40 SF SF11		X		X		X
	58 SF SF12		X		X		X
	32 SF SF13		Х		X		Х
	60 SF SF14 - 3 SREENS FOR OPERABLES		Х		Χ		Х
	30 SF SF15		X		Х		Х
	20 SF SF16 - 1 SCREEN FOR OPERABLE		X		X		X
	9 SF SPANDREL PANELS (ACM NOTED PER A-505)		X		X		X

9 SF 7 EA	SPANDREL PANELS INSULATION SCREENS FOR OPERABLES	X X		X	X	
	LABOR FOR INSTALLATION	X		X	X	
	EQUIPMENT	X		X	X	
	REFRONT WINDOWS PER A-622 (1" INSULATED G1)	7.				
64 SF	ISF1	X		X	Х	
14 SF	ISF2	X		Х	Х	
78 SF	ISF3	X		Х	Х	
40 SF	ISF4 - SPANDREL PANEL (DARK BRONZE TO MATCH FRAME)	X		Х	Х	
40 SF	ISF5 - SPANDREL PANEL (DARK BRONZE TO MATCH FRAME)	X		Х	Х	
52 SF	ISF6	X		Х	Х	
8 SF	SPANDREL PANELS - COLOR TBD	X		Х	Х	
8 SF	SPANDREL PANEL INSULATION	X		Х	Х	
480 HRS	LABOR FOR INSTALLATION	X		Х	Х	
CURTAIN WAL	L GLAZING					
584 SF	TEMPERED GLAZING	X		Х	Х	
0 SF	SPANDREL PANELS	X		Х	Х	
180 HRS	LABOR FOR INSTALLATION	X		Х	Х	
2 WK	EQUIPMENT	X		Х	Х	
STOREFRONT	DOORS					
8 EA	DOOR LEAFS	X		Х	Х	
8 EA	DOOR FRAMES	X		Х	Х	
1 LS	DOOR HARDWARE	X		Х	Х	
1 EA	AUTO OPERATORS	X		X	X	
80 HRS	LABOR FOR INSTALLATION	X		Х	Х	
DOORLITES, N	IRRORS ETC					
540.63 SF	DOORLITES - PANEL TYPE FG - TEMP INSULATED	X	E13	\$ 20,902	Х	
19.5 SF	DOORLITES - PANEL TYPE N - TEMP	X		Х	Х	
42 SF	SIDELIGHT - FRAME TYPE 3	X		Х	Х	
40 HRS	LABOR FOR INSTALLATION	X		Х	Х	
MISC. / SUBMI	TALS					
CHK	WATER/ AIR LEAKAGE TESTING	X		Х	X	
	1/4" Tempered Frosted Interior Glass Panels - Sheet A402 (Note 8.14)	X		Х	Х	
CHK	SURFACE APLLIED MUNTINS	X		Х	Х	
CHK	TIE BACK ANCHORS	X		Х	X	
CHK	MOCKUP	X	E13	\$ 9,655	X	
CHK	SAMPLES	X		Х	X	
CHK	CLEANING OF ALL GLASS (STOREFRONT, SKYLIGHTS) & EQUIPMENT	Х		Х	Х	
	TOTAL BASE BID	\$ 668,0		899,198		672

UNIT S	SKYLIGHTS		Powers	Gra	nd View G	Blass		Element 13		Но	orizon Glass	Skyli	ght Specialists, Inc.	
OE	Mark Young Construction, LLC		Todd Bryant		Antonio Buen	10		Jason Nimmo			Don Lenhart	Matt Waller		
(8F	DENVER FIRE DEPARTMENT - STATION 40	Р	913.638.2556	Р	P 303.424.80		Р	303-681-5618		Р	P 303-204-8506		720-392-5129	
	17401 EAST 56TH AVE DENVER CO 80249	E	Toddb@powersproducts.com	Е	abueno@gv	glassco.net	Е	jnimmo@element13facad	es.com	E	dlenhart@horizonglass.net	E	m.waller@skyspec.com	
	BID STATUS													
5	SUBCONTRACTOR QUOTE		\$ 119,007		\$	86,205		\$ 96,	416		\$ 68,350		\$ 109,717	
	ADDENDA ACKNOWLEDGMENT		X		X			X			NOT INCLUDED		NOT INCLUDED	
	SALES TAX INCLUDED/EXEMPT		Х		Х			Х			Χ		X	
	PROJECT MANPOWER & DURATION		Х		Х			X			Х		Х	
	EXPECTED DATES TO PERFORM WORK		Х		Х			Х			Χ		Х	
	LONG-LEAD ITEMS & TIME		16 WEEKS		16 WEEKS			Х			Χ		Х	
	ATTACHMENT B ACKNOWLEDGEMENT?		Х		Х			Х			NOT INCLUDED		NOT INCLUDED	
	P&P BOND		\$ 1,536		\$	2,160		\$,631		\$ 1,510		\$ 2,485	
	PREVAILING WAGE?		X		Х			Х			NOT INCLUDED		YES	
	BID FORM?		X		X			X			X		X	
	MWBE CONTRACTOR?		NO		NO			NO			NO		NO	
	SPEC DESCRIPTION		1		Las			T						
	UNIT SKYLIGHTS		X		Х			Х			Χ		1	
	WORK SCOPE DESCRIPTION QTY UOM ITEM													
	VELUX MODULAR SKYLIGHTS	_			_							_		
•	408 SF VELUX LONGLITE SKYLIGHT		Х		Х			X			Χ		Х	
	408 SF BLACK ROLL SHADES BY VELUX		X	GVG	\$	26,900	E13	\$ 2	,481		\$ 17,502		Х	
	1 LS INSTALLATION		Х		Х			Х	M	YC	\$ 10,000		Х	
N	MISC. / SUBMITTALS							_						
		POW		GVG	\$	10,300	E13		,599 M	YC	\$ 15,000		\$ 9,025	
	SF WATER/ AIR LEAKAGE TESTING 1 EA STAMPED CALCULATIONS P	2014	X		X			X		VC	X 5.000		X 5.500	
	1 EA GUARANTEED FIELD MEASUREMENTS	POW	\$ 7,197 X		X			X	IM	YC	\$ 5,000		\$ 5,500 X	
	1 LS WORKMANSHIP WARRANTY - 1 YEAR TYPICAL		X		X			X			X		X	
	CHK EQUIPMENT		X		X			X	М	YC	\$ 10,000		X	
	TOTAL BASE BID \$	\$	141,154	\$		125,565	\$	132,	127 \$		127,362	\$	126,727	

GYPS	UM	во	ARD ASSEMBLIES	HEGG	EM-LUNDQUIST	COF	PPER S	PRINGS	UNITE	ED CONTRACTOR		FENIMORE
		Y	Mark Young Construction, LLC		PAUL THOMAS		MIKE PR	NEST	D	AKOTA GOODMAN		BRIAN FENIMORE
(94	\)				•	_	1			1		
			VER FIRE DEPARTMENT - STATION 40	Р	(303) 598-2545	Р	(970	0) 282-9103	Р	(404) 932-8699	Р	(303) 467-3330
		1740	1 EAST 56TH AVE DENVER CO 80249	E	Paul@heggem-lundquist.com	E	mike@copp	perspringsolutions.com	E	dgoodman@unitedcs.net	Е	fenimore drywall@msn.com
			BID STATUS									
	SUBC	ONTR	ACTOR QUOTE		\$ 562,145		\$	657,258		\$ 688,547		\$ 956,720
			ADDENDA ACKNOWLEDGMENT		Х		Х			Х		Х
			SALES TAX INCLUDED/EXEMPT		Х		Х			Х		Х
			PROJECT MANPOWER & DURATION		Х		Х			Х		Х
			EXPECTED DATES TO PERFORM WORK		Х		Х			Х		Х
			LONG-LEAD ITEMS & TIME		X		Х			Χ		X
			ATTACHMENT B ACKNOWLEDGEMENT?		X		Х			X		X
			P&P BOND	<u> </u>	Х		N/A					
			PREVAILING WAGE?		X		Х			YES		X
			BID FORM?	<u> </u>	Х		Х			NOT INCLUDED		X
0050 ID	ODEO	DEGG	MWBE CONTRACTOR?		NO		NO		_	NO		YES
			RIPTION ED METAL FRAMING		V		Lv			I v		V
054000 092216			TURAL METAL FRAMING	<u> </u>	X		X			X		X
092900	GYPSI				X		X			X		X
092900			PE DESCRIPTION		X		1^			\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
		UOM										
			FRAMING									
	16157	7 SF	LAYOUT WALLS		Х		Х			Х		Х
A-101	1097		INTERIOR WALLS - FRAMING, TRACK & STUDS (CLARKDIETRICH)		Х		Х			X		Х
EW1			WALL - 6" FRAMING, TRACK & STUDS		X		X			X		X
EW2 EW3	1638 245		WALL - 6" FRAMING, TRACK & STUDS WALL - 6" FRAMING, TRACK & STUDS		X		X			X		X
EW4	404	1 SF	WALL - 6" FRAMING, TRACK & STUDS		X		X			X		X
	7250		HARDLID/SOFFIT FRAMING		Х		Х			X		X
			ROLLER SHADE POCKET - 3-5/8" FRAMING, TYPE X GYP	<u> </u>	Х		Х			X		X
			DOOR FRAME INSTALL	<u> </u>	X		Х			X		X
	1080		EXTERIOR PLYWOOD (TREATED) - CONFIRM W/ TAB 6A, 7A, 7F		W/ TAB 6A					W/ TAB 6A		
	7474 CVDSU	ISF M BOAI	VERTICAL AND HORIZONTAL WEATHER BARRIER		X		X			X		
	GYPSU 8776		GYPSUM BOARD		X		X			x		X
	7474		GYPSUM BOARD - EXTERIOR WALLS	 	X		X			X		X
C1	7250		GYPSUM BOARD - HARDLID		X		X			X		X
			TOTAL BASE BID	\$	562,145	\$		657,258	\$	688,547	\$	956,720

ACOUS	TICA	L CEILINGS & PANELS	H	IEARTLAND	COF	PPER SPRINGS	UNITE	D CONTRACTOR	HEGO	SEM-LUNDQUIST
9D		Mark Young Construction, LLC		RYAN		SARAH		DAKOTA		PAUL
	DENV	/ER FIRE DEPARTMENT - STATION 40	Р	303-694-6611	Р	970-282-9103	Р	404-932-8699	Р	303-778-1373
	17401	EAST 56TH AVE DENVER CO 80249	E	ryan.cossoff@heartland-acoustics.com	E	sarah@copperspringsolutions.com	E	dgoodman@unitedcs.net	E	Paul@heggem-lundquist.co
		BID STATUS								
su	BCONTRA	ACTOR QUOTE		\$ 67,086		\$ 67,839		\$ 74,153		\$ 84,570
		ADDENDA ACKNOWLEDGMENT		X		X		X		X
		SALES TAX INCLUDED/EXEMPT		X		X		X		X
		PROJECT MANPOWER & DURATION		X		X		X		X
		EXPECTED DATES TO PERFORM WORK		Х		Х		Х		Х
		PREVAILING WAGE?		Х		Х		Х		Х
		ATTACHMENT B AND BID FORM?		X		Х				Х
		MWBE CONTRACTOR?		NO		NO		NO		NO
	EC DESCI									_
		PANEL CEILINGS		Х		Х		Х		Х
		PE DESCRIPTION ITEM								
	TY UOM	COUSTICAL CEILINGS								
		ACT-01 USG CLIMA PLUS WHITE 2X2		X		X		X		Ιx
C3		ACT-02 SONUS CLOUD "WOOD" INSTALL		X		X		X		X
		EQUIPMENT RENTAL		X		X		X		X
ACC		PANELS & ACCESSORIES								
	1 LS	OWNER STOCK		Х		Х		Х		Х
	1 EA	COORDINATION DRAWINGS		X		Х		Х		Х
	1 LS	FOB JOBSITE		Х		X		X		X
		TOTAL BASE BID	\$	67,086	\$	67,839	\$	74,153	\$	84,570

FLOOR	RING			EVOLUTION FLOORING	L	ISSONE INT		ELEMENT
		Mark Young Construction, LLC	<u> </u>					
(9F	') <u>[</u>	Construction, LLC		ALEX		LINDSEY		MINDY
	DEN	VER FIRE DEPARTMENT - STATION 40	Р	720-245-4328	Р	303-619-0650	Р	970-237-0103
	1740	1 EAST 56TH AVE DENVER CO 80249	Е	alex@revoflooring.com	n E	lindseyb@lissomeinteri	E	mindy@elementflooring
		BID STATUS		dioxegrovenooring.com		inidooys@noodinointon		mindy@olomonthoonin
						_		
	SUBCONTR	ACTOR QUOTE		\$ 49,510		\$ 52,762		\$ 45,466
		ADDENDA ACKNOWLEDGMENT		Х		Х		NOT INCLUDED
		SALES TAX INCLUDED/EXEMPT		Х		Х		X
		PROJECT MANPOWER & DURATION		Х		Х		Х
		EXPECTED DATES TO PERFORM WORK		Х	1	Х		Х
		LONG-LEAD ITEMS & TIME		Х		Х		Х
	-	ATTACHMENT B ACKNOWLEDGEMENT?		Х		X		NOT INCLUDED
		PREVAILING WAGE?		X		X		NOT INCLUDED
		BID FORM?		Χ		X		Х
		MWBE CONTRACTOR?		NO		YES		NO
SPEC ID	SPEC DESC	RIPTION		V		lv		NOT INCLUDED
093000 096513		VALL BASE AND ACCESSORIES	 	X		X		NOT INCLUDED
096566	_	VALL BASE AND ACCESSORIES VALL ATHLETIC FLOORING	-	X		X		NOT INCLUDED
096813	TILE CARPE			X		NOT INCLUDED		NOT INCLUDED
		PE DESCRIPTION						
	QTY UOM	1 ITEM						
	CERAMIC & Q	UARRY TILE						
	576 SF	WALL TILE @ RR SHOWERS PER RFC #15 T-01		Х		X		Х
	442 SF	WALL TILE T-01, T-02, T-05		Х		X		Х
	28 LF	FLOORING TRANSITIONS TS-01, TS-02, TS-04		X		X		X
	230 LF	T-04 RR BASE TILE	 	X	<u> </u>	X		X
	1018 SF	GROUT (CHECK FOR EPOXY GROUT)		X		Х		Х
WM-01	171 SF	WALK OFF CARPET TILE		X		X		Ιx
77101-01		ASE & ACCESSORIES				<u> </u>		1"
B1	1831 LF	RUBBER WALL BASE		X		Х		X
B2	110 LF	BASE @ FITNESS TM		Х	1	Х		Х
	700 SF	RUBEER FLOORING @ FITNESS RM RF-01		Х		Х		Х
	MISC. FLOORING ITEMS							
	700 SF	FLOOR PREPERATION/CLEANING		Х		X		Х
	1 LS	MOSITURE TESTING	RF	\$ 450		NOT INCLUDED		NOT INCLUDED
	1 SF	RAM BOARD FLOOR PROTECTION ALLOWANCE	MYC	\$ 1,038	MYC	\$ 1,038	MYC	\$ 1,038
		TOTAL BASE BID	\$	50,998	\$	53,800	\$	46,504

PAINT	ΓING	;		HEGO	GEM-LUNDQUIST	ADMI	RAL COATINGS	В	RIGHTEN UP	N	MAKE WEST
DENVER FIRE DEPA	Mark Young Construction, LLC		PAUL		DAN		JOSEPH		BECKY		
(9F	1)			_	_			_	1		ı
			/ER FIRE DEPARTMENT - STATION 40	Р	303-778-1373	Р	303-291-8345	Р	720-629-8387	P	303.888.5294
		1740	1 EAST 56TH AVE DENVER CO 80249	E	Paul@heggem-lundqui	E	dan@admiralcoatings.	c E	bids@brightenpainting.	Ε	becky@makewest.con
			BID STATUS							W	ALL COVERINGS
	SUBC	ONTR	ACTOR QUOTE		\$ 120,740		\$ 141,300		\$ 199,954		\$ 12,585
			ADDENDA ACKNOWLEDGMENT		Х		х		х		Х
			SALES TAX INCLUDED/EXEMPT		Х		Х		Х		Х
			PROJECT MANPOWER & DURATION EXPECTED DATES TO PERFORM WORK		X		X		X		X
			LONG-LEAD ITEMS & TIME		X		X		X		X
			ATTACHMENT B ACKNOWLEDGEMENT?		X		Х		X		X
			PREVAILING WAGE? BID FORM?		X		X		X		X
			MWBE CONTRACTOR?		YES		YES		YES		NO
					V		l v				
					X		X		X		
099123	INTERI	OR PA	INTING		Х		X		Х		
071900					Х		Х		Х		
				ł							
	INTERIO	OR PAIN	ITING								_
	51	EA	DOORS & FRAMES (OPENING)		X		X		X		
	56670		WALL PAINTING		X		X		X		
		SF	WALL PAINTING @ RESTROOMS		Х		Х		Х		
	6445 5373		CEILING PAINTING CEILING PAINTING - EXPOSED METAL DECKING & EXPOSED PIPES		X		X		X		
		LF	PAINT ISLAND STEEL		X		X		X		
	2880		PAINT METAL COMPONENTS @ HOSE STORAGE (HANDRAIL, STRINGER, RISER	R, ETC)	Х		Х		Х		
		SF	PAINT STEEL MEZZANINE RAILING		X		X		X		
		LF LF	PAINT STEEL @ HOSE REEL DIVIDER ART PAINT STB RECEIVER CHANNEL @ HOSE DRYING APPARATUS		X		X		X		
		LF	PAINT STB @ REMOVABLE HOSE DRYING APPARATUS		Х		Х		Х		
		EA	BIFOLD DOOR HEAD PAINT		X		X		X		
		LS LS	PAINT EXPOSED CONDUIT PAINT RACEWAY RED		X		X		X		
			PAINT ROOF ACCESS LADDER		Х		Х		X		
		LS	PAINT CHANGING ROOM LOCKERS		X		X		X		
		LS LS	PAINT EXPOSED KITCHEN/COMMON ROOM COLUMNS PAINT KITCHEN STEEL CABINETS, TOE KICKS		X		X		X		
	EXTERI										
		EA	PAINT BOLLARDS		X		X		X		
		LF SF	EXTERIOR GUARDRAILS @ TOWER PAINT TRASH ENCLOSURE GATES		X		X		X		
		SF	MONUMENT SIGN CMU PAINT		Х		Х		X		
	1160	_	TRASH ENCLOSURE/COMM/TRANSFORMER CMU PAINT		X		X		X		
		SF SF	STEEL LOOSE LINTER EXPOSED STEEL PAINT (STROEFRONT, SOFFIT) LOUVER - 2 COATS OF KYNAR		X		X		X	 	
		EA	DOWNSPOUT PAINT		Х		X		Х		
	500	EA	RECESSED KNOX BOX PAINT		X		X		X		
	2378	LF SF	PAINT STEEL COLUMNS @ TRELLIS WATER REPELLANT COAT @ EXT CMU		X		X		X		
	WALL D	ECAL	32								
	189 SF WC-01 DAY ROOM ACCENT WALL "DFD"				X		X		X		X
	90 SF WC-02 FITNESS ROOM "40" MISC. PAINTING ITEMS			X		Х		Х		X	
	74274	SF	BONDO & PREP		Х		Х		Х		
		GA	PAINT MATERIAL		X		X		X		
		LS LS	TAPE & MASKING FOR OVERSPRAY ADJACENT SURFACE CAULKING		X		X		X		
			TOTAL BASE BID	\$	120,740	\$	141,300	\$	199,954		

FLAG	POLES	Eagle	Mountain Flag & Flagpole	Color	ado Specialties	Dynamic Specialties			
	Mark Young Construction, LLC		Matt Adams		Jason Stage		Jennifer Pierce		
(10							(000) 000 0000		
	DENVER FIRE DEPARTMENT - STATION 40	Р	512-847-0010	Р	303-595-9627	Р	(970) 663-0377		
	17401 EAST 56TH AVE DENVER CO 80249	E	matt@emflag.com	E	jasons@coloradospecialties.com	E	jpierce@dynamicspecialties.net		
	BID STATUS								
	SUBCONTRACTOR QUOTE		\$ 7,019		\$ 8,728		\$ 7,907		
	ADDENDA ACKNOWLEDGMENT		Х		Х		Х		
	SALES TAX INCLUDED/EXEMPT		Х		Х		Х		
	PROJECT MANPOWER & DURATION		Х		Х		Х		
	EXPECTED DATES TO PERFORM WORK		X		Х		Х		
	LONG-LEAD ITEMS & TIME		Χ		Х		X		
	ATTACHMENT B ACKNOWLEDGEMENT?		NOT INCLUDED		Х		NOT INCLUDED		
	PREVAILING WAGE?		X		Х		X		
	BID FORM?		NOT INCLUDED		X		NOT INCLUDED		
ODEO ID	MWBE CONTRACTOR?		NO		NO		NO		
	SPEC DESCRIPTION FLAGPOLES - EAGLE MOUNTAIN BOD		Χ		Х		X		
107000	WORK SCOPE DESCRIPTION		X		Λ		X		
	QTY UOM ITEM								
	FLAGPOLES								
	25 LF FLAGPOLE WITH DOWNLIGHT		X		Х		Х		
	1 EA LABOR FOR INSTALLATION		Χ		X		Х		
	1 EA FREIGHT		Χ		Х		Χ		
	TOTAL BASE BID	\$	7,019	\$	8,728	\$	7,907		

NTER	NTERIOR & EXTERIOR SIGNAGE				Artcraft	МТ	N HIGH SIGN + DESIGN	DaVinci		
10F	_	Y	Mark Young Construction, LLC	į	Patrick Tierney		Carrie		Rodney Eaton	
LIDE	,		/ER FIRE DEPARTMENT - STATION 40	Р	303-777-7771	Р	720-388-0201	Р	970-732-9479	
		17401	EAST 56TH AVE DENVER CO 80249	E	patrickt@artcraftsigncompany.com	E	carrie@mtnhighsign.com	Е	rodney@davincisign.co	
			BID STATUS							
	SUBCC	NTR <i>A</i>	ACTOR QUOTE		\$ 67,042		\$ 109,990		\$ 71,57	
			ADDENDA ACKNOWLEDGMENT		X		X		X	
			SALES TAX INCLUDED/EXEMPT		X		X		X	
			PROJECT MANPOWER & DURATION		X		X		X	
			EXPECTED DATES TO PERFORM WORK		X		X		X	
			LONG-LEAD ITEMS & TIME		9 WEEKS		3 WEEKS		6 WEEKS	
			ATTACHMENT B ACKNOWLEDGEMENT?		X		X		X	
			PREVAILING WAGE?		X		NOT INCLUDED		X	
			BID FORM?		X		X		X	
			MWBE CONTRACTOR?		NO		NO		NO	
SPEC ID	SPFC I	FSCI	RIPTION		110		140		110	
	SIGNAG		NII TION		Х		Х		Х	
			PE DESCRIPTION				,		, , , , , , , , , , , , , , , , , , ,	
		UOM								
	INTERIO									
	50	EA	ROOM IDENTIFICATION SIGNAGE		Х		Х		Х	
	2	EA	RESTROOM SIGNAGE		Χ		Х		Х	
	2	EA	ACCESSABLE ENTRANCE		Χ		Х		Х	
	1	EA	WC-01 DAY ROOM DECAL DETAIL PER 1/ A-140		Χ		Х		Х	
	1	EA	WC-02 FITNESS DECAL DETAIL PER 2/ A-140		Χ		Х		Х	
	EXTERIO	R SIGI	NAGE							
	1	EA	EXTERIOR FRONT SIGNAGE- "DENVER FIRE STATION 40" PER A-201		Χ		Х		Х	
	1	EA	EXTERIOR FRONT SIGNAGE- "FD LOGO" PER A-201		Χ		Х		Х	
	1	EA	EXTERIOR FRONT SIGNAGE- "40" PER A-201		Х		Х		Х	
	1	EA	MONUMENT SIGN NORTH- "STATION 40" PER 10.01 & 7 / A-052		Х		Х		Х	
	1	EA	MONUMENT SIGN NORTH - "FD LOGO" PER 10.01 & 7 / A-052		Χ		Х		Х	
	1	EA	MONUMENT SIGN SOUTH - "STATION 40" PER 10.01 & 9 / A-052		Х		Х		Х	
	1	EA	MONUMENT SIGN SOUTH - "FD LOGO" PER 10.01 & 9 / A-052		X		Х		Х	
	SIGNAGI	E INST	ALLATION							
	56		INSTALL INTERIOR SIGNAGE		Χ		Х		Х	
	7	EA	INSTALL EXTERIOR SIGNAGE		Χ		Х		Х	
I	MISC. SI									
		WK	EQUIPMENT RENTAL		Χ		Х		Х	
		CHK	SPECIAL PERMITTING REQUIREMENTS		X		Х		X	
	7	EA	BACKLIGHT - PER 10.01 / A-052 & 18 / E-101		Х		X		X	
			TOTAL BASE BID	\$	67,042	\$	109,990	\$	71,57	

WIRE	MESH STORAGE LOCKERS	Colo	rado Specialties	Dyna	ımic Specialties	ABS			
(100	Mark Young Construction, LLC		Jason Stage		Jennifer Pierce	Scott Thorton			
	DENVER FIRE DEPARTMENT - STATION 40	Р	303-595-9627	Р	(970) 663-0377	Р	720-235-1700		
	17401 EAST 56TH AVE DENVER CO 80249	E	jasons@coloradospecialties.com	Е	jpierce@dynamicspecialties.net	Е	scott.thornton@absinc.com		
	BID STATUS								
	SUBCONTRACTOR QUOTE		\$ 38,835		\$ 28,362		\$ 30,686		
	ADDENDA ACKNOWLEDGMENT		Х		Х		Х		
	SALES TAX INCLUDED/EXEMPT		X		Х		X		
	PROJECT MANPOWER & DURATION		X		Х		X		
	EXPECTED DATES TO PERFORM WORK		Х		Х		Х		
	LONG-LEAD ITEMS & TIME		X		Х		X		
	ATTACHMENT B ACKNOWLEDGEMENT?		X		NOT INCLUDED		X		
	PREVAILING WAGE?		X		Х		X		
	BID FORM?		X		NOT INCLUDED		X		
	MWBE CONTRACTOR?		NO		NO		NO		
	SPEC DESCRIPTION								
105143	WIRE MESH STORAGE LOCKERS		Χ		Х		X		
105163	TURNOUT GEAR LOCKERS MOBILE UNITS		X		Χ		Х		
	WORK SCOPE DESCRIPTION								
	QTY UOM ITEM								
	OPEN ACCESS GEAR LOCKERS @ BUNKER GEAR 146 - SALSBURY		1		T		<u> </u>		
	32 EA MATERIAL PER EQUIPMENT SCHEDULE / A-142		X		X		X		
	CHK POWDER COAT FINISH		X		X		Х		
	TURNOUT GEAR LOCKERS @ CHANGE RMS 17 & 138 - SPACESAVER		V		Ly		V		
	8 EA MATERIAL PER EQUIPMENT SCHEDULE / A-142		X		X		X		
	CHK POWDER COAT FINISH		X		X		X		
	BENCHES AT CHANGE ROOMS		V		Tv		V		
	2 EA 18 x 30 BENCH - ASI STORAGE SOLUTIONS		X		X		Х		
	TOTAL BASE BID	\$	38,835	\$	28,362	\$	30,686		

TOILE	ΤΑ		ESSORIES	Colo	rado Specialties		ABS	Dyna	amic Specialties	Grand View Glass	
10			Mark Young Construction, LLC		Jason Stage		Scott Thorton		Jennifer Pierce		Antonio Bueno
וטו	- /		/ER FIRE DEPARTMENT - STATION 40	Р	303-595-9627	Р	720-235-1700	Р	(970) 663-0377	Р	303.424.8022
		17401	I EAST 56TH AVE DENVER CO 80249	Е	jasons@coloradospecialties.com	Е	scott.thornton@absinc.com	Е	jpierce@dynamicspecialties.net	Е	abueno@gvglassco.net
			BID STATUS								
		_	200000								
	SUBC	ONTRA	ACTOR QUOTE								
			ADDENDA ACKNOWLEDGMENT		Х		Х		Х		Х
			SALES TAX INCLUDED/EXEMPT		Х		Х		Х		Х
			PROJECT MANPOWER & DURATION		X		X		X		X
			EXPECTED DATES TO PERFORM WORK LONG-LEAD ITEMS & TIME		X		X		X		X
			ATTACHMENT B ACKNOWLEDGEMENT?		X		X		NOT INCLUDED		X
			PREVAILING WAGE?		Х		Х		Х		Х
			BID FORM?		Х		X		NOT INCLUDED		Х
SPEC ID	CDEC	DESCI	MWBE CONTRACTOR? RIPTION		NO		NO		NO		NO
			DOR PROTECTION		X		Х		X		
			BATH ACCESSORIES		Х		Х		Х		
102819			OWER DOORS		Х		Х		Х		Х
			UISHER CABINETS		Х		Х		Х		
104416			UISHERS PE DESCRIPTION		Х		Х		Х		
		UOM									
		_	R ENCLOSURES								
	8	EA	GLASS SHOWER DOOR ENCLOSURES & HARDWARE	GVG	\$ 29,555	GVG	\$ 29,555	GVG	\$ 29,555	GVG	\$ 29,555
		EA	AC-11 BACK TO BACK SHOWER DOOR HANDLE	GVG	X	GVG	X	GVG	X		X
		LS	LABOR FOR INSTALLATION TROOM MIRRORS	GVG	Х	GVG	Х	GVG	Х		Х
		EA	FITNESS ROOM MIRRORS	ABS	\$ 1,984	ABS	\$ 1,984	ABS	\$ 1,984		
		LS	LABOR FOR INSTALLATION	ABS	X	7100	X	ABS	X 1,004		
			SORIES (BOBRICK) PER A-140								
		EA	AC-01 SURFACED MTD PAPER TOWL AND WASTE RECEPTACLE	CS	\$ 17,091	ABS	\$ 13,606	DS	\$ 17,574		
		EA	AC-02 RECESSED PAPER TOWL AND WASTE RECEPTACLE		X		X		X		
		EA EA	AC-03 RECESSED TOILET TISSUE DISPENSER AC-04 SURFACE MOUNTED SOAP DISPENSER		X		X		X		-
		EA	AC-05 SURFACE MOUNTED DOUBLE ROBE HOOK		X		X		X		+
		EA	AC-06 MIRROR WITH STAINLESS STEEL CHANNEL FRAME 24 x 36		Х		Х		Х		
	1	EA	AC-10 SURFACE MOUNTED TOILET TISSUE DISPENSER		Х		Х		Х		
		_	LABOR FOR INSTALLATION		X		X		X		
		LS	FREIGHT SORIES (GAMCO) PER A-140		X		Х		Х		
		EA	AC-07 18 IN GRAB BAR 150C SERIES CONSEALED		x		X		x		
		EA	24 IN GRAB BAR 150C SERIES CONSEALED		X		X		X		
	3	EA	AC-08 36 IN GRAB BAR 150C SERIES CONSEALED		Х		Х		Х		
		EA	AC-09 42 IN GRAB BAR 150C SERIES CONSEALED		X		X		X		
		EA LS	LABOR FOR INSTALLATION FREIGHT		X		X		X	 	+
	WALL P		!				10		1^		
		EA	CORNER GUARDS - QUALIFY 48" per wall corner	CS	\$ 3,385	ABS	\$ 3,750	DS	\$ 1,598		
		EA	LABOR FOR INSTALLATION		Х		Х	DS	\$ 850		
	KNOX E				1		1		Ta		
		EA EA	RECESSED MOUNT KNOX BOX LABOR FOR INSTALLATION	CS	\$ 1,781 X	cs cs	\$ 1,781	CS CS	\$ 1,781 X		
			ISHERS AND CABINETS			00		00	1^		
		EA	FIRE EXTINGUISHER 10LB DRY CHEMICAL	CS	\$ 4,465	ABS	\$ 3,517	CS	\$ 4,465		
		EA	FIRE EXTINGUISHER CABINET		Х		Х	CS	Х		
		EA	'FIRE EXTINGUISHER" LETTERING		X		X	CS	X		
	EQUIPN	EA	LABOR FOR INSTALLATION		X		Х	CS	Х		
		EA	EQ-16 CHEMICAL DISPENSER - J-FILL QUATTROSELECT	CS	\$ 10,173	CS	\$ 10,173	CS	\$ 10,173		
		EA	EQ-26 HOSE HOIST		X,	CS	X	CS	X,		
	1	EA	LABOR FOR INSTALLATION		Х	CS	Х	CS	Х		
			TOTAL BASE BID	\$	68,434	\$	67,425	\$	67,980		

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RESIDENTIA	AL APPI	LIANCES		Ferguson	M	ountain High Appliance	Specialty Appliance Robert Sirokman		
448	M	Mark Young Construction, LLC		Rebecca Blue		John Craft			
(11A)		/ER FIRE DEPARTMENT - STATION 40	P	(303) 739-5800	P	303-775-5930	P	303-790-9349	
		EAST 56TH AVE DENVER CO 80249	E	rebecca.blue@ferguson.com	E	iohn.craft@mountainhighappliance.com	E	robert@buyfromsa.con	
	17401	BID STATUS		repecca.blue@ieiguson.com	L	onn.crangmountainingnappilance.com	_	Tobert@bdyffornsa.com	
		BID STATUS							
	SUBCONTRA	ACTOR QUOTE		\$ 49,993		\$ 43,212		\$ 36,50	
		ADDENDA ACKNOWLEDGMENT		Х		Х		Х	
		SALES TAX INCLUDED/EXEMPT		Х		Х		Х	
		PROJECT MANPOWER & DURATION		Х		Х		Х	
		EXPECTED DATES TO PERFORM WORK		Х		Х		Х	
		LONG-LEAD ITEMS & TIME		4 WEEKS		6 WEEKS		Х	
		ATTACHMENT B ACKNOWLEDGEMENT?		Х		Х		Х	
		PREVAILING WAGE?		NOT INCLUDED		Х		NOT INCLUDED	
		BID FORM?		Х		X		Х	
		MWBE CONTRACTOR?		NO		NO		NO	
SPEC ID	SPEC DESCR	RIPTION							
113100	RESIDENTIAL			X		Х		Х	
		PE DESCRIPTION							
	QTY UOM								
		CHEDULE ITEMS				_			
	1 EA	EQ-01 WOLF 60 COMMERCIAL RANGE		X		X		Х	
	1 EA	FREIGHT & INSTALL WOLF RANGE		X		X		Х	
	+	EQ-02 FRENCH DOOR WP FRIDGE		X		Х		X	
	1 EA	FREIGHT & INSTALL WP FRIDGE		X		Х		Х	
		EQ-03 FREEZER WP		X		X		X	
		FREIGHT & INSTALL WP FREEZER		X		X		X	
		EQ-04 WP DISHWASHER		X		X		X	
		FREIGHT & INSTALL WP DW		X		X		Х	
	+	EQ-06 ICE MAKER (WHIRLPOOL)		Х		Х		Х	
	1 EA	FREIGHT & INSTALL ICE MAKER		Х		Х		X	
		EQ-08 ICE MAKER (MANITOWOC)		X		X	SA	\$ 7,16	
	1 EA	FREIGHT & INSTALL ICE MAKER		X		X	SA	\$ 50	
		EQ-17/ 18 RESIDENTIAL WASHER/ DRYER		X		X		X	
	3 EA	FREIGHT & INSTALL WASHER/ DRYER		X		X		X	
		TOTAL BASE BID	\$	49,993	\$	43,212	\$	44,16	

WIND	ow t	RE	ATMENTS		Lu Tek
(12		N	Mark Young Construction, LLC		Daniel King
(12	D)		/ER FIRE DEPARTMENT - STATION 40	Р	303-650-6000
			1 EAST 56TH AVE DENVER CO 80249	E	dking@lu-tek.com
			BID STATUS		
	SUBCO	ONTR	ACTOR QUOTE		\$ 52,035
			ADDENDA ACKNOWLEDGMENT		Х
			SALES TAX INCLUDED/EXEMPT		Х
			PROJECT MANPOWER & DURATION		Х
			EXPECTED DATES TO PERFORM WORK		X
			LONG-LEAD ITEMS & TIME		6 WEEKS
			ATTACHMENT B ACKNOWLEDGEMENT?		X
			PREVAILING WAGE?		X
			BID FORM?		NOT INCLUDED
			MWBE CONTRACTOR?		NO
SPEC ID			RIPTION DOW SHADES		V
122413			PE DESCRIPTION		X
	QTY	UOM			
			OW SHADES		
	140	LF	ROLLER WINDOW SHADES (ALL SF AND CW EXCEPT SF5 and SF10)		X
E-101		EA	ROLLER WINDOW SHADE POWER SWITCH		Х
			TOTAL BASE BID	\$	52,035

BIKE	RACKS		SSOCIATED BUILDING	DYNAN	IIC SPECIALTIES		COLORADO SPECIALTIES		
	Mark Young	SI	PECIALTIES			SF LCIAL TILS			
12[Mark Young Construction, LLC	-	TIAJA EISSLER	F	RANDY KEENER	JASON STAGE			
	Denver Fire Department - Station 40	Р	(720) 235-1656	Р	970-663-0363	Р	303-595-9627		
	17401 East 56th Ave, Denver CO 80249	Е	TIAJA.EISSLER@ABSINC.COM	E	info@dynamicspecialties.net	E	jasons@coloradospecialties.com		
	BID STATUS								
	SUBCONTRACTOR QUOTE		\$ 3,476		\$ 2,676		\$ 4,310		
	ADDENDA ACKNOWLEDGMENT		Х		Х		Х		
	SALES TAX INCLUDED/EXEMPT		X		Х		X		
	PROJECT MANPOWER & DURATION		X		X		X		
	EXPECTED DATES TO PERFORM WORK		Χ		X		X		
	LONG-LEAD ITEMS & TIME		X		X		X		
	ATTACHMENT B ACKNOWLEDGEMENT?		X		X		X		
	PREVAILING WAGE?		X		X		X		
	BID FORM?		X		X		X		
SPEC ID	MWBE CONTRACTOR? SPEC DESCRIPTION		NO		NO		NO		
	BIKE RACKS		Х		X		X		
	BIKE RACKS		,		X		X		
	QTY UOM ITEM								
	8 EA BIKE RACKS		Х		NO INSTALL		Х		
	TOTAL BASE BID	\$	3,476	\$	2,676	\$	4,310		

FIRE S	PRI		LER SYSTEMS		DDIE B FIRE ROTECTION	TJ FI	RE PROTECTION	AMER	RICAN SPRINKLER		CTORY FIRE ROTECTION	
			Mark Young Construction, LLC							D0		
(21/	Δ		■ Construction, LLC	R	RICH HARTMAN		TONY LEYBA	J	JUSTIN TROSTEL		ROBB SEIDEL	
217	ン	DEN\	/ER FIRE DEPARTMENT - STATION 40	Р	(720) 934 6761	Р	(720) 338 1609	Р	(303) 383 5021	Р	(720) 688 0740	
		1740	1 EAST 56TH AVE DENVER CO 80249	Е	rhartman@eddiebfire.c	Е	tony.leyba@tjfireprote	ec E	justin@amsprink.com	Е	rseidel.vfp@outlook.co	
			BID STATUS		<u> </u>		, , , , ,					
	SUBC	ONTR	ACTOR QUOTE		\$ 97,317		\$ 111,723	3	\$ 132,400		\$ 152,691	
			ADDENDA ACKNOWLEDGMENT		Х		Х		Х		NOT INCLUDED	
			SALES TAX INCLUDED/EXEMPT		Х		Х		Х		NOT INCLUDED	
			PROJECT MANPOWER & DURATION		Х		Х		Х		Х	
			EXPECTED DATES TO PERFORM WORK		Х		Х		X		Х	
			LONG-LEAD ITEMS & TIME		X		X		X		X	
			ATTACHMENT B ACKNOWLEDGEMENT?		Х		X		X		NOT INCLUDED	
			PREVAILING WAGE?		Х		X		X		YES	
			BID FORM?		X		X		X		NOT INCLUDED	
			MWBE CONTRACTOR?		YES		YES		NO		YES	
			RIPTION		V		V		l v			
			ORK REQUIREMENTS FOR FIRE SUPPRESSION		X		X		X		X	
			MENT CONNECTIONS RINKLERS		X		X		X		X	
			PE DESCRIPTION		Λ		, A		\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		,	
	QTY	UOM										
		1	SION SYSTEM									
	13000	SF	DESIGN BUILD SPRINKLER SYSTEM		Х		Х		Х		Х	
14/P101	1	EA	3" STANDPIPE UP - PROVIDE 3" FIRE HOSE CONNECTION		Х		Х		Х		Х	
15/P101	4	EA	3" STANDPIPE UP & DOWN - PROVIDE 3" FIRE HOSE CONNECTION		Х		Х		X		Х	
	MISC. F	IRE SP	RINKLER ITEMS									
	1	LS	FIRESPRINKLER PERMIT FEE		Х		Х		Х		Х	
	1	LS	SEISMIC BRACING		Х		Х		X		NOT INCLUDED	
	1	LS	SHOP DRAWINGS, DESIGN & SUBMITTALS		X		X		X		X	
		LS	CAD BACKGROUNDS PROVIDED BY DESIGN FOR SHOP DRAWINGS		X		Х		Х		X	
		LS	INSPECTIONS & TESTING		Х		X		Х		Χ	
		LS	COORDINATION DRAWINGS		Х		X		X		X	
		EA	SHUT-DOWN FEES		X		X		X		X	
		EA	BIM		X		X		X		NOT INCLUDED	
	24	WK	EQUIPMENT RENTAL		X		X		X		X	
			TOTAL BASE BID	\$	97,317	\$	111,723	3 \$	132,400	\$	152,691	

PLUMBING	SYSTEMS		MSI			ITEGRATED ECHANICAL	ı	PROCRAFT
	Mark Young				5	SOLUTIONS		
221	Mark Young Construction, LLC		JAY VENT	ER	JEI	REMIAH OSTROM	KEVIN PARROT	
(22A	DENVER FIRE DEPARTMENT - STATION 40	Р	(720)	518 6524	Р	(720) 990 7713	Р	(303) 591 5119
	17401 EAST 56TH AVE DENVER CO 80249	E	jventer@	msicolorado.c	E	jeremiaho@integrated-	E	kevin.parrot@procraftn
	BID STATUS							
	SUBCONTRACTOR QUOTE		\$	987,775		\$ 949,081		\$ 1,019,202
	ADDENDA ACKNOWLEDGMENT		Х			Х		Х
	SALES TAX INCLUDED/EXEMPT		Х			Х		Х
	PROJECT MANPOWER & DURATION		Х			Х		Х
	EXPECTED DATES TO PERFORM WORK		Х			Х		Х
	LONG-LEAD ITEMS & TIME		8 WEEKS	3		Х		Х
	ATTACHMENT B ACKNOWLEDGEMENT?		Х			Х		Х
	P&P BOND		\$	19,756		\$ 19,932		N/A
	PREVAILING WAGE?		X	10,100		X 10,002		X
	BID FORM?		X			X		X
	MWBE CONTRACTOR?		NO			NO		NO
SPEC ID	SPEC DESCRIPTION		INO			NO		INO
220500	COMMON WORK REQUIREMENTS FOR PLUMBING		Х			X		X
	COMMON MOTOR REQUIREMENTS FOR PLUMBING EQUIP		X			X		X
	METERS AND GAUGES FOR PLUMBING PIPING		Х			Х		Х
	GENERAL DUTY VALVES FOR PLUMBING PIPING		Χ			Χ		Х
	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT		Χ			X		Х
220548.13	VIBRATION CONTROLS FOR PLUMBING PIPING EQUIPMENT		X			X		X
220593 220719	TESTING, ADJUSTING AND BALANCING FOR PLUMBING PLUMBING PIPING INSULATION		X			X		X
	COMMISIONING OF PLUMBING		X			X		X
	DOMESTIC WATER PIPING		X			X		X
	DOMESTIC WTER PIPING SPECIALTIES		X			X		X
221123.21	INLINE, DOMESTIC-WATER PUMPS		X			X		X
	SANITARY WASTE AND VENT PIPING		Х			Х		Х
	SANITARY WASTE PIPING SPECIALTES		X			X		X
221319.13 221323	SANITARY DRAINS SANITARY WASTE INTERCEPTORS		X			X		X
	FACILITY STORM DRAINAGE PIPING		X			X		X
	STORM DRAINAGE PIPING SPECIALTIES		X			X		X
223400	ELECTRIC, DOMESTIC -WATER HEATERS		X			X		X
	PLUMBING FIXTURES		X			X		X
	WORK SCOPE DESCRIPTION							
	QTY UOM ITEM							
	WASTE & VENT SYSTEM							
	830 LF WASTE PIPING		Х			Х		Х
	320 LF VENT PIPIN G		Х			Х		Х
FD1/2	13 EA FLOOR DRAINS		Х			Х		Х
	NATURAL GAS SYSTEM							

	260 LF 1 EA	GAS PIPING (STEEL) - SUPPORTS, VALVES & FITTINGS GAS SHUTOFF SOLENOID VALVES	X		X		X	
	CONDENSATE	l						
			T.,		1,,			
	1250 LF	CONDENSATE PIPING	X		X		Х	
	COMPRESSED	AIR PIPING						
	100 LF	COMPRESSED AIR PIPING	Х		X		Χ	
	DOMESTIC WA	ATER PIPING						
	1550 LF	WATER PIPING (COPPER) - VALVES, FITTINGS & INSULATION	X		Х		Х	
		PLUMBING FIXTURES						
WC1	11 EA	WATERCLOSETS	Х		X		Х	
L1	7 EA	LAVATORY COUNTER MOUNTED	X		X		X	
L2	4 EA	LAVATORY WALL MOUNT	X	1	X		X	
 S1	1 EA	KITCHEN SINK - SINGLE COMPARTMENT	X		X		X	
S2	1 EA	KITCHEN SINK - DOUBLE COMPARTMENT	Х		Х		Χ	
S3	2 EA	SERVICE SINK - DOUBLE COMPARTMENT	Х		Х		Х	
S4	1 EA	SERVICE SINK - SINGLE COMPARTMENT	Х		Х		Χ	
SH-1	2 EA	COMMERCIAL GRADE SHOWER	Х		Х		Х	
SH-2	7 EA	COMMERCIAL GRADE SHOWER (ADA)	Х		X		Χ	
DF-1	1 EA	COMMERCIAL GRADE DRINKING FOUNTAIN	Х		Х		Х	
FS1 / 2	3 EA	COMMERCIAL GRADE FLOOR SINK	Х		Х		Χ	,
MSB-1	4 EA	MOP SERVICE BASIN	Х		Х		Х	
EWH 1-2	2 EA	ELECTRIC WATER HEATER	Х		Х		Х	
PET 1	1 EA	PLUMBING EXPANSION TANK	Х		Х		Х	
WH-1/2	7 EA	WALL HYDRANT	Х		Х		Х	
RDBP-1	2 EA	REDUCED PRESSURE BACKFLOW PREVENTER	Х		Х		Х	
DCBP-1	1 EA	DOUBLE CHECK BACKFLOW PREVENTER	Х		Х		Х	
GDU-1	1 EA	GARBAGE DISPOSAL UNIT	Х		Х		Х	
IMB-1	6 EA	ICE MAKER BOX	Х	1	Х		Х	
WB-1	3 EA	WASHER BOX	Х		Х		Χ	
RH1	1 EA	ROOF HYDRANT	Х		Х		Χ	
CP 1/2	2 EA	RECIRCULATION PUMP	Х		Х		Χ	
HB-1	2 EA	HOSE BIBB	Х		Х		Χ	
TMV -1	1 EA	THERMOSTATIC MIXING VALVE	Х		Х		Х	
HR-1	1 EA	COMPRESSED HOSE REEL	Х		Х		Х	
C1	1 EA	AIR COMPRESSOR	Х		Х		Х	
PW-1	1 EA	PRESSURE WASHER	Х		Х		Х	
SOI-1	1 EA	SAND OIL INTERCEPTOR	Х	IMS	\$ 15,00	0	Х	
	MISC. PLUMBI	NG ITEMS						
TD1	3 EA	TRENCH DRAINS (40')	Х		X		Х	
RD1	11 EA	ROOF DRAIN	X		X		X	
	1120 LF	ROOF DRAIN PIPING	X		X		X	
OD1	11 EA	OVERFLOW ROOF DRAIN	Х		Х		Х	
	1 LS	BIM	Х	IMS	\$ 28,75	0	Х	
	1 LS	SEISMIC BRACING	Х		X		Х	
	1 YR	WARRANTY	X		X		X	
	1 LS	COORDINATION DRAWINGS	X		X		X	
		MATERIAL ESCALATION					\$	35,5
								,-
		TOTAL BASE	1,007,531	•	1,012,76	A C		1,054,70

HEATING	6, VENTILATION & AIR CONDITIONING		PROCRAFT		MSI	N.	NTEGRATED IECHANICAL		FRONTIER ECHANICAL
000	Mark Young Construction, LLC		KEVIN PARROT		BILL MCCALL	+	SOLUTIONS REMIAH OSTROM	RIC	HARD WOODRUFF
(23 A	DENVER FIRE DEPARTMENT - STATION 40	P	(303) 591 5119	P	(720) 518 6524	P	(720) 990 7713	P	(720) 939 0853
		•		_		+ 	,	-	
	17401 EAST 56TH AVE DENVER CO 80249	E	kevin.parrot@procraftn	E	bmccall@msicolorade). E	jeremiaho@integrated-	E	rwoodruff@frontiermed
	BID STATUS								
	SUBCONTRACTOR QUOTE		\$ 1,207,377		\$ 1,172,540		\$ 1,199,120		\$ 1,223,430
	ADDENDA ACKNOWLEDGMENT		Х		Х		Х		Х
	SALES TAX INCLUDED/EXEMPT		Х		Х		Х		Х
	PROJECT MANPOWER & DURATION		Х		Х		Х		Х
	EXPECTED DATES TO PERFORM WORK		Х		X		Х		X
	LONG-LEAD ITEMS & TIME		18 WEEKS		X		Х		18 WEEKS
	ATTACHMENT B ACKNOWLEDGEMENT?		Х		X		Х		Х
	P&P BOND		N/A		\$ 23,09		\$ 23,622		\$ 21,410
	PREVAILING WAGE?		X		X	<u> </u>	X		X
	BID FORM?		X		X	-	X		X
SPEC ID	MWBE CONTRACTOR? SPEC DESCRIPTION		NO		NO		NO		NO
	COMMON WORK RESULTS FOR HVAC		X		X		T X		Х
	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIP		X		X		X		X
	METERS AND GAUGES FOR HVAC PIPING		X		X	1	X		X
230529	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIP		Х		Х		Х		Х
	VIBRATION CONTROLS FOR HVAC		Х		Х		Х		Х
230553	IDENTIFICATION FOR HVAC PIPING AND EQUIP		Х		Х		Х		Х
230593	TESTING ADJUSTING AND BALANCING FOR HVAC		Х		Х		Х		Х
230713	DUCT INSULATION		Х		X		X		Χ
	COMMISSIONING OF HVAC		X		X		X		X
	DIRECT DIGITAL CONTROL (DDC) SYSTEM FOR HVAC		Х		X		Х		X
	CONTROL DAMPERS		X		X		X		X
	FLOW INSTRUMENTS		X		X	-	X		X
	GAS INSTRUMENTS LEAK DETECTION INSTRUMENTS		\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	+	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		Λ γ
	PRESSURE INSTRUMENTS		X		X	+	X		X
	TEMPURATURE INSTRUMENTS		X		X	1	X		X
	FACILITY NATURAL GAS PIPING		X		X	1	X		Х
	METAL DUCTS		Х		Х	1	Х		Х
	AIR DUCT ACCESSORIES		Х		Х		Х		Х
233346	FLEXIBLE DUCTS		Х		Х		Х		X
233416	CENTRIFUGAL HVAC FANS		X		Х		Х		X
	AIR DIFFUSERS		Χ		X				X
	REGISTERS AND GRILLES		Х		X	1	X		Х
235123	GAS VENTS		X		Х		X		X

235523.13	LOW-INTESIT	Y , GAS FIRED, RADIANT HEATERS		X		Х		x	ĺ	Х
237433	DEDICATED (OUTDOOR AIR UNITS		Х		Х		Х		Х
238126	SPLIT-SYSTE	M AIR CONDITIONERS		Х		Х		Х		Х
238129	VARIABLE R	FRIGERANT FLOW HVAC SYSTEMS		Х		Х		Х		Х
238239.19	WALL AND C	EILING UNIT HEATERS		Х		Х		Х		Х
	WORK SCO	PE DESCRIPTION								
	QTY UOM	ITEM								
	DRY MECHANI	CAL								
	1800 LF	DUCTWORK - INSULATION, WRAP, LINER & JACKETING		X		X		X		X
	122 EA	GRILLES, REGISTERS, DIFFUSERS & SOUND BOOTS		X		Х		Х		Х
	4 EA	ROUTE NEW FLUE AND COMBUSTION THROUGH ROOF		Х		Х		Х		Х
	6 EA	ROUTE EXHAUST DUCTWORK UP TO EXHAUST FANS		Х		Х		Х		Х
	1 EA	CO2 SENSOR / THERMOSTAT		Х		Х		Х		Х
	MECHANICAL	EQUIPMENT								
EF 1-6	6 EA	COMMERCIAL GRADE EXHAUST FAN		Х		Х		Х		Х
DF 1-10	10 EA	COMMERCIAL GRADE DESTRATIFICATION FAN		Х		Х		Х		Х
IRH 1-4	4 EA	COMMERCIAL GRADE INFARED HEATER		Х		Х		Х		Х
AC-1	1 EA	COMMERCIAL GRADE AIR CONDITIONER		X		Х		Х		Х
CU-1	1 EA	COMMERCIAL GRADE SPLIT SYSTEM OUTDOOR UNIT		Х		Х		Х		Х
VRF 1/2	2 EA	COMMERCIAL GRADE VRF		Х		Х		Х		Х
VAV 1-3	3 EA	COMMERCIAL GRADE VAV		Х		Х		Х		Х
FC 1-17	17 EA	COMMERCIAL GRADE FAN COIL		X		Х		Х		Х
EUH 1-9	9 EA	COMMERCIAL GRADE ELECTRIC UNIT HEATER		X		Х		Х		Х
L 1-4	4 EA	COMMERCIAL GRADE LOUVERS		X		X		Х		X
VES 1-3	3 EA	COMMERCIAL GRADE VEHICLE EXHAUST SYSTEM		X		X		Х		Х
EVAP-1	1 EA	COMMERCIAL GRADE EVAPORATIVE COOLING UNIT		X		X		Х		Х
DOAS-1	1 EA	COMMERCIAL GRADE DEDICATED OUTSIDE AIR UNIT & CURB		X		X		Х		Х
KH-1	1 EA	KITCHEN HOOD		X		X		Х		X
	MISC. MECHA	NICAL ITEMS								
	1 LS	CERTIFIED TEST & BALANCE		X		Х		Х		Х
	1 LS	SEISMIC BRACING		Х		X		Х		Х
	1 LS	ANSUL SYSTEM		Х		Х		NOT INCLUDED		Х
	1 LS	BIM		Х	MSI	\$ 28,750		NOT INCLUDED	FM	\$ 29,04
	1 LS	HVAC PERMIT FEE		Х		Х		Х		Х
	1 LS	FACTORY START-UP		Х		Х		Х		Х
		TOTAL BASE B	ID \$	1,207,377		1,224,381	\$	1,222,742	\$	1,273,88
		TOTAL BASE B	· V	1,201,311		1,227,301	Ψ	1,222,172	Ψ	1,273,00

ELECT	RICAL SYSTEMS	WAYI	NES ELECTRIC	PEAK	VIEW ELECTRIC	ADK ELECTRIC		
264	Mark Young Construction, LLC	J	AMES GERARD		FRED BUAH	F	ELICIA ROGERS	
(26A	DENVER FIRE DEPARTMENT - STATION 40	P	(720) 429 9303	Р	(719) 232 8720	Р	(720) 732 7921	
	17401 EAST 56TH AVE DENVER CO 80249	E		Е		Е		
			james@waynes-electric	_	fbuah@peakviewelectric.	_	frogers@adkelectric.com	
	BID STATUS							
,	SUBCONTRACTOR QUOTE		\$ 1,630,056		\$ 1,523,000		\$ 1,759,138	
	ADDENDA ACKNOWLEDGMENT		Х		Х		Х	
	SALES TAX INCLUDED/EXEMPT		Х		Х		Х	
	PROJECT MANPOWER & DURATION		Х		Х		Х	
	EXPECTED DATES TO PERFORM WORK		Х		Х		Х	
	LONG-LEAD ITEMS & TIME		50 WEEKS		52 WEEKS		245 WORKING DAYS	
	ATTACHMENT B ACKNOWLEDGEMENT?		Х		Х		Х	
	P&P BOND		N/A		\$ 38,075		\$ 31,664	
	PREVAILING WAGE?		Х		Х		Х	
	BID FORM?		Х		Х		Х	
	MWBE CONTRACTOR?		NO		NO		NO	
SPEC ID \$	SPEC DESCRIPTION							
260500	COMMON WORK RESULTS FOR ELECTRICAL		X		X		X	
	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLE		X		X		Х	
	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS		Х		Χ		X	
	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS		X		X		X	
	RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS		X		X		X	
	IDENTIFICATION FOR ELECTRICAL SYSTEMS COMMISSIONING OF ELECTRICAL SYSTEMS		X		X		X	
	LIGHTING CONTROL DEVICES		X		X		X	
	NETWORK LIGHTING CONTROLS		X		X		X	
	SWITCHBOARDS		X		X		X	
	PANELBOARDS		X		X		X	
	ELECTRICITY METERING		Х		Х		Х	
262726	WIRING DEVICES		X		Х		Х	
	ENCLOSED SWITCHES AND CIRCUIT BREAKERS		Х		X		Х	
	TRANSFER SWITCHES		X		X		X	
	LIGHTNNG PROTECTION FOR STRUCTURES		X		X		X	
	TRANSIENT VOLTAGE SUPPRESSION FOR LOW VOLTAGE		X		X		X	
	SURGE PROTECTION FOR LOW VOLTAGE ELECTRICAL POWER CIRCUITS INTERIOR LIGHTING		X		X		X	
	EXTERIOR LIGHTING		X		X		X	
	WORK SCOPE DESCRIPTION							
	QTY UOM ITEM							
	SITE ELECTRICAL							
	131 LF UNDERGROUND ELECTRICAL		Х		X		Х	
\Box	2 EA DUAL-PORT ELECTRIC VEHICLE SUPPLY EQUIPMENT		Х		Χ		Х	
\vdash	170 LF (4) 4" CONDUIT (COMMUNCATIONS VAULT)		Х		Х		Х	
	233 LF (1) 2" CONDUIT (TRAFFIC SIGNALING SYSTEM)		X		Х		Х	
	132 LF (2) 4" CONDUIT (COMMS ANTENNA TOWER)		X		X		Х	

		TOTAL BASE BID \$ 1,630	056		1,637,684	¢	1,7
ILS	OFERATION & IVIAINTENANCE & CLOSEOUT DOCUMENTATION	^		^			^
1 LS	OPERATION & MAINTENANCE & CLOSEOUT DOCUMENTATION	X V		X			X
1 LS 1 YR	FIRE ALARM WARRANTY	X	PE	\$ 	21,000		X
1 LS	TEMP POWER	X	DE	X	24.000		X
1 LS	LIGHTNING PROTECTION	X	PE	\$	25,000		X
1 LS	SEISMIC BRACING	X	55	X			X
	CABLING TO ANTENNA TOWER	X		\$	30,609		
MISC. ELECTF		T _V		Ι	22.222		1
13000 SF	GROUNDING & BONDING	l X		X			X
295 EA	ELECTRICAL POWER CONDUIT, WIRE & DEVICE/ GFCI OUTLETS	X		X			X
1 EA	ILLUMINATED SIGN POWER	X		X			X
6 EA	SWITCHES	X		X			X
6 EA	120V 1 PHASE CONNECTION FOR APPARTUS BAY DOORS	X		Х			Х
13 EA	REMOTE DRIVER	X		Х			X
1 EA	EMERGENCY LIGHTING INVERTER	X		Х			X
60 EA	MECHANICAL & PLUMBING EQUIPMENT CONNECTIONS	X		Χ			X
359 EA	LIGHT FIXTURES	X		Х			X
13000 SF	ELECTRICAL DEMOLITION & SAFE-OFF	X		Х			X
BUILDING ELE							
1 EA	MAIN DISTRIBUTION PANEL (2000 AMP)	X		Х			X
1 EA	CT CABINET (1600A)	X		Χ			X
1 EA	PANELBOARDS (800 AMP)	X		Χ			Χ
2 EA	PANELBOARDS (400AMP)	X		Х			X
2 EA	PANELBOARDS (225 AMP)	X		Χ			X
	GEAR & FEEDERS						
1 LS	SITE LIGHTING CONTROLS & EQUIPMENT	X		Χ			Χ
1 EA	SITE LIGHTING - LED FLAG POLE DOWNLIGHT	X		Χ			Χ
6 EA	SITE LIGHTING - EXTERIOR LED LIGHT	X		Χ			X
1 EA	120V - 20 AMP CONNECTION FOR MONUMENT SIGN POWER	X		Χ			Χ
1 EA	120V - 20 AMP CONNECTION FOR MOTORIZED PARKING GATE	X		Χ			Χ
2 EA	ELECTRIC VEHICLE CAPABLE SPACE	X		Χ			Χ
2 EA	DUAL-PORT ELECTRIC VEHICLE READY SPACE	X		X			Χ

RAFFIC S	SIGN	IALS		LUMIN8	STUR	GEON ELECTRIC		
	N	Mark Young Construction, LLC	N	IATT BERNARDI		CHRIS CERVERA		
(26T)				T		1		
	DEN	VER FIRE DEPARTMENT - STATION 40	Р	(303) 422 7985	Р	(303) 591 0769	Р	
	1740	1 EAST 56TH AVE DENVER CO 80249	E	mbernardi@teamwl.c	or E	ccervera@myrgroup.co	Е	
		BID STATUS						
SUBC	ONTR	ACTOR QUOTE		\$ 708,223	3	\$ 826,042		
		ADDENDA ACKNOWLEDGMENT		Х		Х		
		SALES TAX INCLUDED/EXEMPT		Х		Х		
		PROJECT MANPOWER & DURATION		Х		Х		
		EXPECTED DATES TO PERFORM WORK		Х		Х		
		LONG-LEAD ITEMS & TIME		52 WEEKS		64 WEEKS		
		ATTACHMENT B ACKNOWLEDGEMENT?		X		YES		
		PREVAILING WAGE?		X		YES		
		BID FORM?		Х		YES		
		MWBE CONTRACTOR?		\$ 97,500)	NO		
		RIPTION		l v		l v		
	FIC SIG	PE DESCRIPTION		Х		Х		
QTY								
	IC SIGN							
	1 EA	PULL BOX (TYPE A)		x		X		
	6 EA	PULL BOX (TYPE C)		X		X		
	6 EA	WATER VALVE PULL BOX		X		X		
	2 LF	CONDUIT (2")		Х		Х		
	0 LF	CONDUIT (3")		Х		Х		
	2 EA	TRAFFIC SIGNAL POLE (55' MAST ARM)		Х		Х		
	1 EA	TRAFFIC SIGNAL POLE (65' MAST ARM)		Х		Х		
	1 EA	TRAFFIC SIGNAL POLE (70' MAST ARM)		Х		Х		-
	2 EA	SIGNAL HEAD (DOGHOUSE)		Х		Х		
	8 EA	SIGNAL HEAD (12-12-12 LED) W BACKPLATE		Х		Х		
	8 EA	SIGNAL HEAD (12-12-12 LED) W/O BACKPLATE		Х		Х		
	2 EA	SIGNAL HEAD (12-12-12 FYA LED)		X		X		
	8 EA	APC PUSHBUTTON ASSEMBLY W/ SIGN AND CABINET EQUIPMENT		X		X		
	8 EA	PEDESTRIAN SIGNAL HEADS (SYMBOLIC)		X		X		
	4 EA	INTERSECTION DETECTION EQUIPMENT		Х		X		
	8 EA	MAST ARM MOUNTED SIGNAGE		Х		X		
	1 LS	MOBILIZATION, BONDING & INSURANCE		Х		X		
	1 EA	GPS EMERGENCY PREEMPTION EQUIPMENT		X		X		
	1 LS	TRAFFIC CONTROL		X		X		
	1 EA	TYPE P CONTROLLER		X		X		
	1 EA	METER PEDESTAL		Х		Х		
		TOTAL BASE BID	\$	708,223	3 \$	826,042	\$	

COMM	UNICATIONS	TRID	ENT SECURITY SYSTEMS		GIGSPAN	PIPER	R COMMUICATION
	Mark Young Construction, LLC		O I O I LIVIO			_	
(27)	Construction, LLC	Т	HOMAS KETNER		JIM MCDONALD		MIKE SULLIVAN
	DENVER FIRE DEPARTMENT - STATION 40	Р	(970) 690 9947	Р	(303) 717 1644	Р	(720) 530 4586
	17401 EAST 56TH AVE DENVER CO 80249	E	thomas@tridentco.net	Е	jim.mcdonald@gigas	oa E	mike@pipercommunicat
	BID STATUS						
	SUBCONTRACTOR QUOTE		\$ 58,824		\$ 79,623	3	\$ 131,000
	ADDENDA ACKNOWLEDGMENT		Х		X		X
	SALES TAX INCLUDED/EXEMPT		Х		Х		X
	PROJECT MANPOWER & DURATION		Х		Х		X
	EXPECTED DATES TO PERFORM WORK		Х		Х		Х
	LONG-LEAD ITEMS & TIME		Х		Х		X
	ATTACHMENT B ACKNOWLEDGEMENT?		X		Х		Х
	PREVAILING WAGE?		X		X		X
	BID FORM?		X		Х		X
005010	MWBE CONTRACTOR?		YES		YES		NO
	SPEC DESCRIPTION COMMON WORK RESULTS FOR COMMUNICATION SYSTEMS		X		X		X
	GROUNDING AND BONDING FOR COMMUNICATION SYSTEMS		X		X		X
	PATHWAYS FOR COMMUNICATION SYSTEMS		X		X		X
	HANGERS AND SUPPORTS FOR COMMUNICATION SYSTEMS		Х		Х		X
	CABLE TRAYS FOR COMMUNICATION SYSTEMS		Х		Х		X
270544	SLEEVES AND SEALS FOR COMMUNICATION SYSTEMS		Х		Х		Х
270553	IDENTIFICATION FOR COMMUNICATION SYSTEMS		Х		Х		Х
271113	COMMUNCATION ENTRANCE PROTECTION		X		Х		X
	COMMUNICATIONS CABINETS, RACKS, FRAMES, AND ENCLOSURES		X		X		X
	COMMUNICATIONS TERMINATION BLOCKS AND PATCH PANELS		X		X		X
	COMMUNICATIONS CABLE MANGEMENT AND LADDER RACK		X		Х		X
	COMMUNICATIONS COPPER BACKBONE CABLING		X		X		X
	COMMUNICATIONS FACEPLATES AND CONNECTORS		X		X		X
	COMMUNICATIONS PATCH CORDS, STATION CORDS, AND CROSS CORDS WORK SCOPE DESCRIPTION		Х		X		Х
	QTY UOM ITEM						
	COMMUNICATIONS						
	188 LF J-HOOK PATHWAY & UNISTRUT/ALL-THREAD SUPPORT SYSTEM		X		X		X
	380 LF BACKBONE CABLING		X		X		X
	1 EA WALL MOUNTED COMMUNICATIONS CABINET		Х		Х		Х
	1 EA WALL MOUNTED COMMUNICATIONS VERTICAL RACK		Х		Х		Х
	2 EA TELEVISION OUTLET POWER		Х		Х		X
	14 EA WIRELESS ACCESS POINT LOCATIONS		Х		Х		Х
	48 EA CAT6 PORTS		Х		Х		Х
	10000 LF CAT6 CABLING		X		Х		X
	67 EA VOICE/DATA OUTLETS, BOXES & FACEPLATES		X		X		X
	CABLING TO ANTENNA TOWER	TRID	\$ 2,003		X		X
	TOTAL BASE BID	\$	60,827	\$	79,623	3 \$	131,000

INTEGI	RATED	AUDIO VISUAL SYSTEMS		COUNTRY LOW		GIGSPAN		AVI-SPL LLC		
		Mark Young Construction, LLC		VOLTAGE						
(27E	3) 💷	■ Construction, LLC	JON	NAHTAN EUBANK		JIM MCDONALD	DAVID LEWIS			
	DEN	IVER FIRE DEPARTMENT - STATION 40	Р	(303) 818 7163	Р	(303) 717 1644	Р	(303) 887 3088		
	1740	01 EAST 56TH AVE DENVER CO 80249	E	jonathan@highcountryl	Е	jim.mcdonald@gigaspa	Е	david.lewis@avispl.con		
		BID STATUS		je namen © ngare may		jiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiii				
	SUBCONT	RACTOR QUOTE		\$ 15,254		\$ 16,123		\$ 47,905		
		ADDENDA ACKNOWLEDGMENT		Х		Х		Х		
		SALES TAX INCLUDED/EXEMPT		Х		Х		Х		
		PROJECT MANPOWER & DURATION		X		X		X		
		EXPECTED DATES TO PERFORM WORK		X		X		X		
		LONG-LEAD ITEMS & TIME		Х		X		Х		
		ATTACHMENT B ACKNOWLEDGEMENT?		Χ		X		X		
		PREVAILING WAGE?		X		X		X		
		BID FORM?		Х		X		X		
0000 ID		MWBE CONTRACTOR?		NO		YES		NO		
	SPEC DES	D AUDIO VISUAL SYSTEMS AND EQUIPMENT		Х		X		X		
		OPE DESCRIPTION		٨		^		^		
	QTY UOI		1							
	AUDIO VISUA									
	110 LF	3/4" CONDUIT		Х		Х		X		
AV1	1 EA	AV INPUT PLATE @ DISPLAY		Х		Х		Х		
AV2	1 EA	AUDIO INPUT PLATE WITH BT		Х		Х		Х		
AV3	1 EA	J BOX @ WALLMOUNT CABINETS		Х		Х		X		
TV	2 EA	TVS / DISPLAYS W/ MOUNT		OWNER PROVIDED		OWNER PROVIDED		Х		
	6 EA	SPEAKERS		Х		Х		Х		
VC	1 EA	VOLUME CONTROL / SOURCE SELECT		X		Х		X		
		TOTAL BASE BID	\$	15,254	\$	16,123	\$	47,905		

RADIO AI	/IPLI	FICATION SYSTEM	TRIF	PLE C COMMUNICATION		DECYPHER TECH
		■ Mark Young				
(27C)		Mark Young Construction, LLC		DERIK YARIAN		ADAS WOLK
276	DEN\	/ER FIRE DEPARTMENT - STATION 40	Р	(303) 850 9000	Р	(970) 237 3359
	1740 ⁻	1 EAST 56TH AVE DENVER CO 80249	E	derik@tripleccom.com	Е	adas.wolk@decyphertech.com
		BID STATUS				
SUB	CONTRA	ACTOR QUOTE		\$ 41,947		\$ 48,092
		ADDENDA ACKNOWLEDGMENT		Х		X
		SALES TAX INCLUDED/EXEMPT		Х		Х
		PROJECT MANPOWER & DURATION		Х		Х
		EXPECTED DATES TO PERFORM WORK		X		X
		LONG-LEAD ITEMS & TIME		Х		X
		ATTACHMENT B ACKNOWLEDGEMENT?		X		X
		PREVAILING WAGE?		X		X
		BID FORM? MWBE CONTRACTOR?		X NO		X
SPEC ID SPEC	DESC	RIPTION		NO		NO
		IFICATION		X		X
		PE DESCRIPTION		X		
QTY	UOM					
ERRC	S					
	1 LS	RADIO AMPLIFICATION SYSTEM PER T-001		Х		X
		TOTAL BASE BID	\$	41,947	\$	48,092

LERT	ΓING	SY	STEM		LVI
			Mark Young		
			Mark Young Construction, LLC		CHAMALTANIZ
271	ר)		E Construction, LLC		SHAWN TANK
<u></u>		DENV	/ER FIRE DEPARTMENT - STATION 40	P	(303) 250 6870
		17401	EAST 56TH AVE DENVER CO 80249	Е	shawn@lvoltage.com
			BID STATUS		Shawing Wollage.com
		_			
	SUBC	ONTRA	ACTOR QUOTE		\$ 59,02
			ADDENDA ACKNOWLEDGMENT		X
			SALES TAX INCLUDED/EXEMPT		X
			PROJECT MANPOWER & DURATION		X
			EXPECTED DATES TO PERFORM WORK		X
			LONG-LEAD ITEMS & TIME		х
			ATTACHMENT B ACKNOWLEDGEMENT?		N/A
			PREVAILING WAGE?		Х
			BID FORM?		X
			MWBE CONTRACTOR?		NO
PEC ID			RIPTION		
	ALERTI				X
			PE DESCRIPTION		
	QTY	UOM	ITEM		
	ALERTII	EA	LARCE HINICTION ROY WITH HINICED COVER		X
		EA	LARGE JUNCTION BOX WITH HINGED COVER LARGE JUNCTION BOX WITH HINGED COVER		X
	.	EA	HOFFMAN PERFORATED PANEL		X
	1	EA	ORBIT 16X16X4 NEMA 1 ENCLOSURE		X
	1	EA	MICRON 500VA TRANSFORMER		X
	4	EA	IDEC SMART RELAY		X
		EA	EXPANSION MODULE IDEC		X
	.	EA	LARGER GREEN VOCAL ALARM ACKNOWLEDGE PUSHBUTTON 30MM IDEC		X
	1	EA	LARGER RED MACHINE START PUSHBUTTON 30MM IDEC		x
	1	EA	LARGER BLUE TRAFFIC PUSHBUTTON 30MM IDEC		х
	1	EA	LARGER BLACK JINGLER PUSHBUTTON 30MM IDEC		x
	1	EA	LARGER YELLOW MACHINE STOP PUSHBUTTON 30MM IDEC		Х
	1	EA	EXHAUST FAN CONTROL SELECTOR SWITCH W/AMBER LED LIGHT 30MM		X
	6	EA	SMALLER GREEN VOCAL ALARM ACKNOWLEDGE PUSHBUTTON 22MM IDEC		X
	6	EA	SMALLER RED MACHINE START PUSHBUTTON 22MM IDEC		X
		EA	SMALLER BLUE TRAFFIC PUSHBUTTON 22MM IDEC		X
	ł — — — — — — — — — — — — — — — — — — —	EA	SMALLER BLACK JINGLER PUSHBUTTON 22MM IDEC		X
		EA	SMALLER GREEN OPEN BUTTON 22MM TW SERIES IDEC		X
		EA	SMALLER BLACK CLOSE BUTTON 22MM TW SERIES IDEC		X
	ł — — — — — — — — — — — — — — — — — — —	EA EA	SMALLER STOP BUTTON 22MM TW SERIES IDEC 2G SS PLATE		X
		EA	1G SS PLATE		X
	.	EA	EDWARDS JINGLER BELL		X
	ł — — — — — — — — — — — — — — — — — — —	EA	EDWARDS BLUE STROBE		X
	.	EA	ATLAS SPEAKER		X
		EA	BOGEN CEILING SPEAKER		X
	 	EA	BOGEN ROUND RECESSED ENCLOSURE		х
	38	EA	BOGEN MR8		x
	38	EA	TILE BRIDGE		X
	8500	LF	16-2 PLENUM SHIELDED CABLE		X
	14	EA	10 WATT SINGLE GANG STAINLESS STEEL 70.7V COMMERCIAL ATTENUATOR		X

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COMMU	JNICA	ATIO	ONS TOWER		SABRE INDSUTRIES
		Y	Mark Young Construction, LLC		ROLLI
(271	Г) L		■ Construction, LLC		ROLLI
		Denve	er Fire 40	Р	712-204-1767
	С	Denve	er, CO	E	rssexton@sabreindustries.com
			BID STATUS		
	SUBCO	NTRA	CTOR QUOTE		\$ 193,456
			ADDENDA ACKNOWLEDGMENT		X
			SALES TAX INCLUDED/EXEMPT		X
			PROJECT MANPOWER & DURATION		х
			EXPECTED DATES TO PERFORM WORK		X
			LONG-LEAD ITEMS & TIME		Х
			ATTACHMENT B ACKNOWLEDGEMENT?		X
			PREVAILING WAGE?		X
			BID FORM?		X
			MWBE CONTRACTOR?		NO
SPEC ID	SPEC D				l v
27T			TIONS TOWER E DESCRIPTION	_	X
		UOM	E DESCRIPTION ITEM		
	QII	UOW	I I CIVI		
	1 E	A	SHOP DRAWINGS		X
	1 E		135' sabre model s3tl self-supporting tower		X
	1 L		FABRICATION/ASSEMBLY		х
	1 L	.S	DELIVERY		Х
	1 L	S	ERECTION		X
	18 C		PAD POUR		W/ TAB 3C
	576 S	SF	COMM PAD REINFORCEMENT (L BAR, W BAR)		X
			TOTAL BASE BID	\$	193,456

ACCE	ss co	NTROL	TRID	ENT SECURITY SYSTI	EMS		TAYLOR SECURITY
		Mark Young Construction, LLC		THOMAS KETNER			BRANNON JONES
(28	A / —			1			•
		NVER FIRE DEPARTMENT - STATION 40	Р	(970) 690 9947		P	(719) 694 6204
	174	01 EAST 56TH AVE DENVER CO 80249	Е	thomas@tridentco.net		E	bjones@taylorsecurityco.com
		BID STATUS	;				
	SUBCONT	RACTOR QUOTE		\$	42,383		\$ 56,661
	•	ADDENDA ACKNOWLEDGMENT		Х			X
		SALES TAX INCLUDED/EXEMPT		Х			X
		PROJECT MANPOWER & DURATION		Х			X
		EXPECTED DATES TO PERFORM WORK		Х			X
		LONG-LEAD ITEMS & TIME		X			X
		ATTACHMENT B ACKNOWLEDGEMENT?		X			X
		PREVAILING WAGE?	•	X			X
		BID FORM?		X			X
		MWBE CONTRACTOR?		YES			NO
	SPEC DES						
281000	ACCESS C			X			X
		OPE DESCRIPTION	-				
	QTY UC						
G	1 EA	MOTORIZED GATE		X			X
RX	9 EA	INSTALL REQUEST TO EXIT (BUTTON/MOTION)		X			X
CR	9 EA	CARD READERS & CABLING		Х			X
KP	1 EA	KEYPAD		X			X
EL	10 EA	INSTALL ELECTRONIC LOCK		X			X
DC	26 EA	INSTALL MAGNETIC DOOR CONTACT (MAGHOLD)		Х			X
	2 EA	INSTALL MOTION DETECTOR		Х			X
		TOTAL BASE BID	\$		42,383	\$	56,661

EARTH	IWO				DYER		ESI		GTH		CMS	Bou	lder Water Well		RK
			Mark Young Construction, LLC												
(31E	3)	_			KYLE		josh		DAVE		ALISHA		NEAL		EHREN
			VER FIRE STATION #40	Р	(303) 841-9483	Р	(720) 398-7986	Р	(720) 671-1960	Р	(720) 765-8147	P	(303) 819-4436	Р	(720) 768-2621
		1740	1 EAST 56TH AVE DENVER CO 80249	E		E	joshua.talcott@elitesi.co	<u>n</u> E	dave@gthexcavating.com	E	aely@cmsenviro.com	E	npeckler@waterwell.cc	E	Ehren.Koelsch@rk-water.
			BID STATUS								24 MONTHS		well		DEWATERING
	SUBC	ONTR	ACTOR QUOTE		\$ 332,00	0	\$ 509,550		\$ 414,341		\$ 15,000		\$ 52,853		\$ 167,4
			ADDENDA ACKNOWLEDGMENT		Х		Х								
			SALES TAX INCLUDED/EXEMPT		Х		Х								
			P&P BOND COST PROJECT MANPOWER & DURATION		X		\$ 7,643	3							
			EXPECTED DATES TO PERFORM WORK		X										
			HOLD BID FOR 90 DAYS		Х										
			LONG-LEAD ITEMS & TIME		N/A		6-8 WEEKS		X						N/A N/A
			ATTACHMENT B ACKNOWLEDGEMENT MWBE		X NO		NO	-	^						N/A N/A
			APPRENTICESHIP		NO		NO								N/A
			TOTAL HOURS PREVAILING WAGE		\$ 1,40 X	0	\$ 1,100 X)	\$ 800 X						\$ X
			SOILS REPORT		X	+	^	1	X						^
			BID FORM COMPLETE				YES		Х						х
SPEC ID 311000	SPEC SITE P		RIPTION		Ty		T _V		T _v						
311000	EARTH				X		X	1	X						
312500	EROSI	ON AN	D SEDIMENT CONTROL		X		X		X						
			PE DESCRIPTION												
	QTY EARTH	UOM	ITEM												
	LAKIII	VOKK													
	228178		CLEARING & GRUBBING		Х		Х		Х						
	_	LF	EXCAVATE MONUMENT SIGN		X		\$ 988	3	X						
	2070 1177		GRADE CURB AND GUTTER FOUNDATION EXCAVATION & BACKFILL		X		X		X						
		EA	COLUMN PADS		X		X		X						
	1173		2' OVEREXCAVATION AND RECOMPACT UNDER BUILDING		Х		Х		Х						
	2889 2001	_	2' OVEREXCAVATION AND RECOMPACT UNDER COCNRETE PAVING 2' OVEREXCAVATION AND RECOMPACT UNDER ASPHALT PAVING	DYER	X \$ 12,00	0 ESI	X \$ 66,100	,	Х						
	_	CY	UNDERSLAB GRAVEL AT BUILDING	DYER	\$ 12,00		\$ 24,000		X						
	1125		EXCAVATE DETENTION BASIN		Х		Х		Х						
	19934		GRADING FOR SIDEWALK AND TRAIL		X		X		X						
	39000	SF	GRADING CONCRETE PAVING GRADING FOR TRASH ENCLOSURE AND TOWER		X		X	1	X						
	15346		GRADING BUILDING		X		X		X						
		EA	TEMP METER FOR WATER	MYC	\$ 2,50	0 MYC	\$ 2,500)	Х						
		ERING EA	FOR OVER EX WELLS FOR DEWATERING	RK	\$ 167,48	8 RK	\$ 167,488	D DV	\$ 167,488						T
		MO	GENERATOR GENERATOR	MYC		0 MYC	_	MYC	\$ 3,000						
	10080	GAL	FUEL FOR GENERATOR	MYC	\$ 40,32	0 MYC	\$ 40,320	MYC	\$ 40,320						
		EA	EXTRA FUEL TANK	MYC	\$ 1,00	0 MYC	\$ 1,000	MYC	\$ 1,000						
	SITE DE	EA	DEMO AND CAP WELL	BWW	\$ 52,85	3 BWW	\$ 52,853	B BWW	\$ 52,853				х		T
		EA	DEMO CINDERBLOCK PUMP HOUSE	DYER		0 ESI	\$ 9,900		X 32,633				1		1
	6400		ASPHALT DEMO		Х		Х		Х						
		LF C CONT	DEMO CURB ON 56		Х		X		Х						
		_	LANE CLOSURE PER DAY	WZ	\$ 28,35	0 WZ	\$ 28,350) WZ	\$ 28,350				Х		
	2	EA.	MESSGAE BOARD	WZ		0 WZ) WZ	\$ 5,000				Х		
		LF	JERSEY BARRIERS	WZ		0 WZ) WZ	\$ 10,920				X		
			TRUCKING R & EROSION CONTROL	WZ	\$ 4,00	0 WZ	\$ 4,000	WZ	\$ 4,000				Х		
		EA	INLET PROTECTION	DYER	\$ 12,80	0 DTEC	\$ 15,984		Х				I		I
	•	EA	VEHICLE TRACKING CONTROL		Х		Х		Х						
	1725		SILT FENCE	10/2	X 40.70	0 107-	X 40.70	1075	X 40.700						
	_	HRS	SWPPP MAINTENANCE (SPE) CMS INSPECTIONS	MYC CMS		0 MYC 0 CMS		MYC MYC	\$ 18,720 \$ 15,000		X		+		+
	_	MO	SKID STEER WITH BROOM ATTACHMENT	MYC		0 MYC		MYC	\$ 30,000		X		<u> </u>		1
	3500	_	STABILIZED STAGING AREA	DYER		0 DYER	\$ 6,600		X						
			TOTAL BASE BID	\$	762,65	1 \$	1,021,016	\$	790,992						

RADON	ITIM I	GATION	RDS E	NVIRONMENTAL	rad	on engineering consult	MTN INC			
	I	Mark Young Construction, LLC				Consuit				
(31R) [1]	Construction, LLC		DON		CURTIS		AHSAN		
311	DEN	VER FIRE STATION #40	Р	(720) 238-2417	Р	303-741-1100	Р	(303) 768-7310		
	1740	1 EAST 56TH AVE DENVER CO 80249	Е	don@rdsenvironmental.c om	Е	addybird@comcast.net	Е			
		BID STATUS		OIII						
S	UBCONTR	ACTOR QUOTE		\$ 30,560		\$ 29,342		\$ 31,60		
	_	ADDENDA ACKNOWLEDGMEN				X				
		SALES TAX INCLUDED/EXEMPT				X				
		PROJECT MANPOWER & DURATION	I	Х		Х				
		EXPECTED DATES TO PERFORM WORK		Х		Х				
		HOLD BID FOR 90 DAYS	8			Х				
		LONG-LEAD ITEMS & TIME		Х		Х				
		ATTACHMENT B ACKNOWLEDGEMENT				Х				
		MWBE				no				
		APPRENTICESHIF		NO		X				
		TOTAL HOURS PREVAILING WAGE				\$ 60 X				
		BID FORM COMPLETE				X				
SPEC ID S	PEC DESC					, , , , , , , , , , , , , , , , , , ,				
	ADON MITIO					Х				
W	ORK SCO	PE DESCRIPTION								
	QTY UOM	ITEM								
R/	ADON MITIG	ATION								
	15800 SF	GAS MATTING UNDER CONCRETE		X		X		X		
	30 LF	3" VENT THROUGH ROOF		X		X		X		
	10 EA 18 EA	SEALING OF JOINST/PENETRATIONS POST MITIGATION TESTING		X		X		_		
	1 EA	EXHAUST FAN		X		X		+		
		TOTAL BASE BID	\$	30,560	\$	29,342	\$	31,60		

ASPH	ALT	РА	VING	AS	SPHALT SPECIALTIES
(32[Y	Mark Young Construction, LLC		LORENZO
(32[DENV	ER FIRE STATION #40	Р	(303) 824-9357
		17401	EAST 56TH AVE DENVER CO 80249	E	lorenzov@asphaltspecialties.com
			BID STATUS		
	SUBCO	ONTR <i>A</i>	ACTOR QUOTE		\$ 208,334
			ADDENDA ACKNOWLEDGMENT		X
			SALES TAX INCLUDED/EXEMPT		X
			P&P BOND COST		X
			PROJECT MANPOWER & DURATION		X
			EXPECTED DATES TO PERFORM WORK		X
			HOLD BID FOR 90 DAYS		X
			LONG-LEAD ITEMS & TIME		X
			ATTACHMENT B ACKNOWLEDGEMENT		X
			ARRENTICESUM		NO
			APPRENTICESHIP TOTAL HOURS		X 577
			PREVAILING WAGE		\$ 577 X
			BID FORM COMPLETE		X
SPEC ID	SPECI	DESCF	RIPTION		
			/EMENT		X
	WORK	SCOP	PE DESCRIPTION		
	QTY	UOM	ITEM		
	ASPHAL	T PAVII	NG		
			MOBILIZATIONS		\$ 7,000
	1371		8" ASPHALT PAVING ON 56		X
	1158		8" ASPHALT PAVING ON TELLURIDE		X
	533		14" GRAVEL BASE COURSE ON 56		X
	450		14" GRAVEL BASE COURSE ON TELIURIDE		X
	2400	o⊦	1.5" MILL & OVERLAY		X
			TOTAL BASE BID	\$	215,334

PAVE	MENT	MARKINGS & SITE SIGNAGE	PRE	CISE STRIPING	AM	IERICA'S BEST STRIPING	MILE HIGH STRIPING		
221		Mark Young Construction, LLC		DANNY BEER		JACOB HORTON		MICHAEL NANN	
(321	⊏ / ├─	ver Fire Department - Station 40	Р	303-462-2800	Р	570-637-4001	Р	303-263-5923	
	/	1 East 56th Ave, Denver CO 80249	E	dbeer@precisestripingllc.com	E	jake@americasbeststriping.com	E	mnann@milehighstriping.co	
		BID STATUS	6						
	SUBCONTR	ACTOR QUOTE		\$ 18,301		\$ 29,422		\$ 22,70	
		ADDENDA ACKNOWLEDGMEN	r	X		X		X	
		SALES TAX INCLUDED/EXEMP		X		X		X	
		PROJECT MANPOWER & DURATION		X		X		X	
		EXPECTED DATES TO PERFORM WORK		X		X		X	
		LONG-LEAD ITEMS & TIME		X		X		X	
		ATTACHMENT B ACKNOWLEDGEMENT	?	Х		X		Х	
		PREVAILING WAGE	?	Х		X		Х	
		BID FORM	?	Х		X		Х	
		MWBE CONTRACTOR?		NO		NO		NO	
SPEC ID	SPEC DESC	RIPTION							
	PAVEMENT I			X		Χ		Χ	
	STRIPING 8								
	QTY UOM	ITEM							
	65 LF	4" SKIP WHITE LANE LINE		Х		X		Х	
	425 LF	8" SOLID WHITE TURN LANE LINE		Х		X		X	
	1 EA	RIGHT TURN & THROUGH ARROW		Х		X		Х	
	1 EA	THROUGH ARROW		Х		X		Х	
	3 EA	LEFT TURN ARROW		Х		X		Х	
	50 LF	24" WHITE STOP LINE		Χ		X		X	
	200 LF	CROSS WALK STRIPING		Х		X		X	
	1 LS	REMOVE EXISTING SKIP LANE LINES		Х		X		X	
	8 EA	SIGNAGE		X		X		X	
	430 LF	PARKING STALL LINES		X		X		X	
	2 EA	HANDICAP PARKING SPOT LOGOS		X		X		X	
	8 EA	SYMBOLIC SIGNAGE		X		X		X	
	8 EA	SIGNAGE BOLLARDS		X		X		X	
		TOTAL BASE BID	\$	18,301	\$	29,422	\$	22,70	

METAL FENCES & GATES			TA'	YLOR FENCE	CM	CONTRACTING	METRO FENCE		
225	N	Mark Young Construction, LLC		HUGO VALDEZ		DAVID WICK	CLIFF BOHANNON		
(32F)		ver Fire Department - Station 40	P	303-429-5430	P	720-812-7268	P 303-469-1317		
		1 East 56th Ave, Denver CO 80249	E	hvaldez@taylorfenceco.com	E	dwick@cmcontractingco.com	E	cliffb@metrofence.net	
		BID STATUS							
SUB	CONTR	ACTOR QUOTE		\$ 96,153		\$ 94,238		\$ 101,174	
<u> </u>		ADDENDA ACKNOWLEDGMENT		Х		Х		Х	
		SALES TAX INCLUDED/EXEMPT		X		X		X	
		PROJECT MANPOWER & DURATION		Х		Х		X	
		EXPECTED DATES TO PERFORM WORK		X		Х		Х	
		LONG-LEAD ITEMS & TIME		X		X		X	
		ATTACHMENT B ACKNOWLEDGEMENT?		Х		Х		X	
		PREVAILING WAGE?		Х		Х		X	
		BID FORM?		Х		X		Х	
		MWBE CONTRACTOR?		NO		NO		NO	
		RIPTION							
		METAL FENCES AND GATES		Х		Х		X	
		CING & GATES							
QTY				l v		l v			
	15 LF	ALUM ANTI CLIMB 6' FENCE		X		X		X	
	21 LF	ALUM SECURITY FENCE 8' FENCE		X		X		X	
	1 EA 1 EA	ALUM SECURITY 8' GATES SECURED ACCESS MAN GATES 8'		X		X		X	
	1 EA	MECHANICAL YARD FENCING 8'		X		X		^	
	1 EA	MOTORIZED VEHICULAR SLIDING GATE		X		X		X	
MISC		NCING ITEMS		<u> ^ </u>					
	00 LF	REMOVE / RELOCATE EXISTING WIRE FENCE (C5.02)		Х	METRO	\$ 2,754		Х	
		TOTAL BASE BID	\$	96,153	\$	96,992	\$	101,174	

LANDSCAPING & IRRIGATION				ARROWLEAF LANDSCAPE		RO LOGISTICS ID SOLUTIONS		MGT	RED ROCK		
32H)		Mark Young Construction, LLC		STEVE BOCK		JUSTIN CLOUD	A	DAM HASEGAWA	LUPE PEDRAZA		
3211	Denv	er Fire Department - Station 40	Р	303-591-5655	Р	303-204-5944	Р	(303) 781-2331	Р	720-630-1988	
	1740	East 56th Ave, Denver CO 80249	E	steve@arrowleaflandscape.com	m E	hllscolorado@gmail.com	E	AHASEGAWA@MGTCOLORADO.COM	Е	lpedraza@redrockclmb.	
		BID STAT	us								
SUB	CONTRA	ACTOR QUOTE		\$ 303,430		\$ 327,314		\$ 305,593		\$ 318,7	
		ADDENDA ACKNOWLEDGME	NT	Х		Х		Х		Х	
		SALES TAX INCLUDED/EXEN	PT	Х		Х		Х		Х	
		PROJECT MANPOWER & DURATI		Х		Х		Х		Х	
		EXPECTED DATES TO PERFORM WO		X	1	X		X		X	
		LONG-LEAD ITEMS & TI		X	1	X		X		X	
		ATTACHMENT B ACKNOWLEDGEMEN				X		X		X	
		P&P BO	ND	\$ 9,103	3	Х		\$ 9,168		Х	
		PREVAILING WAG	E?	X		Х		X		Х	
		BID FOR	M?	Х		Х		Х		Х	
		MWBE CONTRACTO	R?	NO		NO		NO		NO	
SPEC ID SPEC	C DESC	RIPTION									
NO S				Х		X		Х		X	
LANI	DSCAPI	NG & IRRIGATION									
QTY	Y UOM	ITEM									
LAND	SCAPING										
	1 EA	MOBILIZATION(S)		X		Χ		Х		Х	
	40 SF	SOIL PREP & FINE GRADING		X		Х		X		X	
	65 SF	MECHANICAL SEEDING - NATIVE SEED		X		X		X		X	
	75 SF	MECHANICAL SEEDING - RIPARIAN SEED		X		X		X		X	
	60 SF 15 EA	SODDING ORNAMENTAL GRASSES/PERENNIAL (1 GAL.)		X		X		X	 	X	
	27 EA	SHRUBBERY (5 GAL.)		X		X		X		X	
	10 EA	ORNAMENTAL TREE (1.5" CAL.)		X		X		X		X	
	16 EA	EVERGREEN TREE (3" CAL.)		Х		X		Х		Х	
	32 EA	DECIDUOUS TREE (3" CAL.)		X		X		Х		Х	
165	30 SF	MULCH		Х		Х		Х		Х	
	00 SF	2"-4" COBBLE ROCK		Х		Х		Х		Х	
21	00 SF	4"-6" COBBLE ROCK		X		Х		X	<u> </u>	X	
	4 EA	LANDSCAPING BOULDERS		X		Х		X		X	
8	45 LF	LANDSCAPE STEEL EDGING		X		X		X	 	X	
	1 LS 1 LS	CRUSHER FINES AT SHOULDER AS-BUILT DRAWINGS PER AHJ		X	1	X		X	 	X	
IDDIC	ATION	AS-DUILT DRAWINGS PER AND				^				1^	
IKRIG	1 LS	IRRIGATION DESIGN BUILD		TX		x		X		Tx	
	12 MO	MAINTENANCE		X		X		X		X	
	1 EA	TEMP IRRIGATION FOR SEED (INSTALL & REMOVAL)	+	X	1	X		X		X	
	1 LS	PLANT MATERIAL & SOIL REDEDIATION	+	X	1	X		X		X	
1	ILO	FLANT WATERIAL & SOIL REDEDIATION	I	1"	1	^		1.	4	1^	

UTILIT	IES			ı	R NICHOLS	EZ	EXCAVATING	ELEVATED		
33A			Mark Young Construction, LLC		STEVE		PAITON			
	ン 「	DEN\	/ER FIRE STATION #40	Р	(303) 979-0540	Р	720-2986	Р	(303) 907-5096	
	•	1740°	1 EAST 56TH AVE DENVER CO 80249	Е	janet@rnicholsexc.com	E	pcarr@ezexcavating.com	E	stan@elevatedexcavating.com	
			BID STATUS							
5	SUBCO)NTR/	ACTOR QUOTE		\$ 764,584		\$ 815,280		\$ 625,863	
			ADDENDA ACKNOWLEDGMENT		X		X		X	
			SALES TAX INCLUDED/EXEMPT		X		X		X	
			PROJECT MANPOWER & DURATION		Х		Х		Х	
			EXPECTED DATES TO PERFORM WORK		Х		Х		Х	
			LONG-LEAD ITEMS & TIME		Х		Х		Х	
			ATTACHMENT B ACKNOWLEDGEMENT?		Х		Х		Х	
			P&P BOND		NOT INCLUDED		Х		Х	
			PREVAILING WAGE?		Х		Х		Х	
			BID FORM?		X		X		X	
			MWBE CONTRACTOR?		NO		NO		NO	
			RIPTION							
	WATER				X		X		X	
			WER UTILITY		X		X		X	
	STORM		PE DESCRIPTION		Х		X		Х	
	QTY	UOM								
S	SITE UTI			_						
		LITILO								
SANITARY	188	LF	6" PVC		Х		Х		Х	
	1	EA	CONNECT TO EXISTING SANITARY LINE		Х		Х		Х	
	35	LF	ENCASE SANITARY LINE		Х		Х		Х	
STORM	55	LF	18" RCP		X		X		Х	
	327	LF	12" HDPE		X		X		X	
		EA	12" FES ENDCAP		Х		Х		X	
		EA	5' MANHOLE		X		X		X	
		EA	FORBAY INVERT		X		X		X	
		EA	TYPE-C INLET OUTFALL STRUCTURE		X		X		X	
\vdash		EA	5' CDOT TYPE-R INLET		X		X		X	
 		CY	RIP RAP		X		X		X	
WATER	250		TRICKLE CHANNEL AT POND		X		X		X	
WATER		EA	FIRE HYDRANT		X		X	<u> </u>	X	
	250	ഥ	12" PVC WATER LOOP		X		X		X	

		TOTAL BASE BID	\$ 764,584	\$ 815,280	\$ 625,863
	1 LS	MOBILIZATION	X	Х	X
	42 DY	DEWATERING	Х	Х	Х
`	1 LS	POTHOLING	Χ	Х	Х
	60 DAY	BARRICADES & SIGNAGE	Χ	Х	Х
	60 DAY	TRAFFIC REGULATION & CONTROL, PERMITTING	Χ	Х	Х
4	743 SF	FLOW FILL & CLASS 6 BASE BACKFILL	Χ	Х	Х
MISC	C. SITE UT	FILITY ITEMS			
	100 LF	1" COPPER	Χ	Х	Х
	1 EA	1" METER MANHOLE	Χ	Х	X
	1 EA	1" TAP NON POTTABLE	Χ	Х	X
	250 LF	2" COPPER	Χ	Х	X
	1 EA	2" WATER METER PIT	Χ	Х	Х
	2 EA	6" TAPPING SLEEVE AND VALVE	Χ	Х	Х
	2 EA	6" TEE WITH GATE VALVE	Χ	Х	Х
	2 EA	FIRELINE SWEEP & FLUSH	Χ	Х	Х
	30 LF	6" PVC FOR FIRE HYDRANT	Χ	Х	Х
:	240 LF	6" PVC FOR FIRE SPRINKLER	Χ	X	Х

Exhibit P [RESERVED]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/24/2025

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

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

PRODUCER	CONTACT NAME: Katie Smothers						
CRS Insurance Brokerage 9780 S Meridian Blvd Suite 400		No): 303-757-7719					
Englewood CO 80112	E-MAIL ADDRESS: ksmothers@crsdenver.com						
	INSURER(S) AFFORDING COVERAGE	NAIC#					
	INSURER A: Pinnacol Assurance	41190					
NSURED MARKY-1	INSURER B: The Phoenix Insurance Co.	25623					
Mark Young Construction, LLC 7200 Miller Place	INSURER C: Travelers Prop Casualty of AM	25674					
Frederick CO 80504	INSURER D : St. Paul Surplus Lines Insurance Company	30481					
	INSURER E:						
	INSURER F:						

COVERAGES CERTIFICATE NUMBER: 898665544 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
В	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y	Y	CO5X229483	12/31/2024	12/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:							\$
С	AUTOMOBILE LIABILITY	Υ	Υ	8105X125123	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
С	X UMBRELLA LIAB X OCCUR	Υ	Υ	CUP5X437757	12/31/2024	12/31/2025	EACH OCCURRENCE	\$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 10,000,000
	DED X RETENTION \$ 10,000							\$
A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Υ	4016391 UB5X758854	1/1/2025 1/1/2025	1/1/2026 1/1/2026	X PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE T/N	N/A		UB3A736634	1/1/2023	1/1/2020	E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)	,					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
СД	Builders Risk Special Form/Theft Pollution/Professional Liability	Υ	Y	6605X524171 ZCE81N85300	12/31/2024 12/31/2024	12/31/2025 12/31/2025	Jobsite Frame Limit	15,000,000 2,500,000 2000000/2000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: #PRJ-10004625 Denver Fire Station 40

City and County of Denver, DEN, its elected and appointed officials, employees and volunteers are included as additional insured for ongoing operations on the General Liability and included as additional insured on the Auto Liability, Pollution Liability and Umbrella Liability with respect to operations of the named insured for the certificate holder as required by written contract. General Liability, Auto Liability, Umbrella Liability, Pollution Liability, Professional Liability, Builders Risk and Workers Compensation coverage include waivers of subrogation.

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

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Exhibit R [RESERVED]

Exhibit S

Contractor's Approved Workforce Plan

(Incorporated herein by reference, once approved)

Exhibit T Self-Performed Work Letter

NO SELF-PERFORMED WORK

Appendix No. 1

Standard Federal Provisions (Non-AIP Funded)

I. CIVIL RIGHTS – GENERAL PROVISONS

The Tenant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Tenant transfers its obligation to another, the transferee is obligated in the same manner as the (tenant/concessionaire/lessor).

This provision obligates the Tenant for the period during which the property is owned, used or possessed by the Tenant and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

II. TITLE VI COMPLIANCE

During the performance of this contract, the Tenant, for itself, its assignees, and successors in interest (hereinafter for this provision referred to as the "Tenant"), agrees as follows:

- 1. **Compliance with Regulations:** The Tenant will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. **Nondiscrimination:** The Tenant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-Tenants, including procurements of materials and leases of equipment. The Tenant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Tenant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential sub-Tenant or supplier will be notified by the Tenant of the Tenant's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4. **Information and Reports:** The Tenant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Tenant is in the exclusive possession of

- another who fails or refuses to furnish the information, the Tenant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. **Sanctions for Noncompliance:** In the event of a Tenant's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Tenant under the contract until the Tenant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. **Incorporation of Provisions:** The Tenant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Tenant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Tenant becomes involved in, or is threatened with litigation by a sub-Tenant, or supplier because of such direction, the Tenant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Tenant may request the United States to enter into the litigation to protect the interests of the United States.

III. TITLE VI CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

- 1. The Tenant, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
 - a. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- 2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the City and County of Denver will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

3. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the City and County of Denver will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the City and County of Denver and its assigns.

IV. TITLE VI CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

- 1. The Tenant for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Tenant will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- 2. With respect to Lease, in the event of breach of any of the above nondiscrimination covenants, City and County of Denver will have the right to terminate the Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

V. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Tenant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Tenants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).