

**CM/GC CONSTRUCTION CONTRACT
NORTHFIELD FIRE STATION**

CONTRACT AND AGREEMENT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and PCL Construction Services, Inc., a Colorado Corporation with its principal place of business located at 2000 S. Colorado Blvd., Denver, Colorado 80222, “the Contractor”, jointly “the parties.”

RECITALS

1. The City wishes to build the NORTHFIELD FIRE STATION.

**NORTHFIELD FIRE STATION – Bid Package 1
CONTRACT CONTROL NO. 201842009
(the “PROJECT”)**

2. In furtherance of the Project, the City has contracted with OZ Architecture (the “Designers or Design Consultants or Consultant Team”) to perform professional architectural and engineering design services for the programming and design of the Project.

3. Pursuant to Section 20-56 of the Denver Revised Municipal Code, the City commenced on August 17, 2017 and advertised for at least three (3) consecutive days, the City’s solicitation for qualification submissions from qualified contractors for the Project.

4. The City’s solicitation sought a contractor to furnish all Construction Manager/General Contractor (“CM/GC”) preconstruction and construction experience, expertise and services; and all construction administration, management, supervision, coordination and project construction experience and expertise; and all construction services, work effort, labor, tools, supplies, manufactured components, equipment, materials, and everything else necessary and required to assist in the Project design and 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 compliance with all applicable regulatory requirements in the performance of general public improvements.

5. Submissions received pursuant to said advertisement were evaluated and formal proposals were requested from selected firms best meeting the City’s qualifications criteria for this Project.

6. Proposals received were evaluated and ranked by a selection committee and a recommendation was made to the Executive Director of Public Works who evaluated the Proposals and recommended that a contract or contracts for performance on the Project be made and entered into with the above named Contractor.

7. Based upon that ranking, the City and the Contractor entered into a Preconstruction Services Agreement, Contract No. PWADM-201738161-00, dated February 7, 2018, to perform preconstruction services.

8. 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.

9. 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 to construct Bid Package 1 for the

NORTHFIELD FIRE STATION. Future Bid Packages will be incorporated by written amendment to the agreement.

10. As a consequence 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 (the “GMP”) for all of the Work necessary to complete Bid Package 1 for 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.

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:

NORTHFIELD FIRE STATION

1.1.1 The Project is located at the “Project Site” 9150 East 50th Avenue Denver, CO 80238.

1.1.2 The specific details of the Project are more particularly set forth in GMP 1, the “Design Development – 100%” and “Grading/Foundation/Structural Steel Permit Submittal” and associated Technical Specifications.

1.1.3 Bid Package 1 for the Project shall be comprised of the following:

1.1.3.1 Design Development – 100% dated January 16, 2018

1.1.3.2 Design Development Project Manual and Technical Specifications Volumes 1 & 2 dated January 16, 2018

1.1.3.3 Grading/Foundation/Structural Steel Permit Submittal dated March 14, 2018

1.1.3.4 Grading/Foundation/Structural Steel Permit Project Manual and Technical Specifications dated January 16, 2018

1.1.3.5 Bid Package 1 Guaranteed Maximum Price (GMP 1) Work dated April 19, 2018.

1.1.4 Contractor Selection. In accordance with the requirements of Section 20-56 of the Denver Revised Municipal Code (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 (RFP) dated September 20, 2017; and the Contractor’s RFP Submittal dated September 28, 2017. 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.

1.2 Budget. The Contractor acknowledges and accepts that there are limited funds available to design and construct the Project. The Project construction budget (the “Budget”) is \$5,288,352.00, and is subject to increase

or decrease at the sole discretion of the Manager of Public Works. The Contract further acknowledges and accepts that the GMP Work must be completed within the construction 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 Project Budget.

1.3 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 Construction Manager/General Contractor (“**CM/GC**”) project delivery approach and will fast track the Project.

1.3.1 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.

1.3.2 In preparing and submitting the 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.

1.3.3 Subject to any allowed contingency provided for in Section 1.5, 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 the Basis of the GMP Proposal and provided or will provide to the City any and all clarifications regarding the design intent, including the intended level of quality of the Project. No GMP increase or extension of the Contract Time will be allowed to account for any assumption, exclusion and clarification the Contractor failed to document or for any other item of Work covered by the Contract Documents that the Contractor failed to account for in its GMP.

1.4 Contingency.

1.4.1 Construction Contingency Amount. The GMP will include a construction contingency in an amount equal to a lump sum of **One Hundred Five Thousand Seven Hundred Sixty-Seven Dollars and Zero Cents (\$105,676.00)** (“GMP Contingency”) for the entire scope of the GMP Work

1.4.2 Contingency Accounting. The GMP Proposal is not a line item GMP. During the course of the Work, some GMP line items may exceed the estimated amounts and others may under run the estimated amounts shown in the GMP Proposal without impacting the overall GMP. The Contractor may charge to the 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 generated from clarification of the Contract Documents; costs for code changes or code upgrades required by governmental agencies which are not otherwise the basis for a change order; overtime and acceleration costs to meet contract schedule; and costs, including legal fees, for contractual disputes, with parties other than the City. The Contingency shall be increased to the extent that there are

underruns in budget items included in the GMP. The Contractor shall notify the Project Manager, in writing, of each such charge to or credit of the contingency prior to taking such action and shall provide a periodic reconciliation of contingency credits and expenditures in a format acceptable to the Project Manager.

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

1.4.4 Owner's Contingency Amount. The GMP will include an Owner's Contingency in an amount equal to a lump sum of **One Hundred Thousand Dollars and Zero Cents (\$100,000.00)** ("Owner's Contingency"). Adjustments to owner's contingency to be made by written agreement.

1.4.5 Owner's Contingency Accounting. The Owner's Contingency will be used at the sole discretion of the City for changes to the scope of work that are initiated and requested by the City, and for overruns in Allowances. This contingency shall not be used for any other purpose other than scope changes initiated by the City. Any unused portion of this Owner's Contingency shall be returned to the City upon project completion.

1.5 Design Consultant. 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. 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.

1.6 User Agency. The "User Agency" as used herein shall mean the City agency currently responsible for the operation and maintenance of the Project. The User Agency is the Denver Fire Department.

1.7 Construction Team. 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 as **Exhibits L and M**.

This CMGC Construction Contract

Advertisement of Notice of Invitation for Proposals, dated August 17, 2017 (incorporated herein by reference)

Request for Proposals (RFP), dated September 20, 2017 (incorporated by reference)

Contractor Response to RFP, dated September 28, 2017 (incorporated by reference)

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

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

Minority/Women Owned Business Enterprise Program Compliance Plan (attached as **Exhibit C**)

Preconstruction Services Agreement, dated February 7, 2018 and as amended (incorporated 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**)

Final Receipt Form (attached as **Exhibit K**)

Technical Specifications (incorporated herein by reference as **Exhibit L**)

Contract Drawings (incorporated herein by reference as **Exhibit M**)

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

Billing Rates for Salaried Personnel (attached as **Exhibit O**)

Not Used (**Exhibit P**)

GMP Proposal (attached as **Exhibit Q**)

Self-Performed Work Proposal (attached as **Exhibit R**)

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

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 General Contract Conditions;

2.2.3 the Basis of the GMP Work Proposal,

2.2.4 the Technical Specifications;

2.2.5 the Contract Drawings; and

2.2.6 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 not shown on the Contract Drawings, or shown on the Contract Drawings and not mentioned in the Technical Specifications, 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 Manager of Public Works or the Manager'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. However, nothing contained in this section shall limit the Contractor's ability to seek Change Order time and compensation adjustments for City changes to the Work incorporated into any of these later exhibits and attachments.

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 **Completion Obligation.** 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 (**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.

3.2 **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

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 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 Phase 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 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 Phase Services shall be in accordance with the terms and conditions of this Construction Contract.

3.2.2.1 GMP Scope of Work. The Contractor shall perform all Construction Services, as set forth in the GMP Proposal, which is attached as **Exhibit Q**.

(Note: The City may in its sole discretion elect to complete the Project using multiple bid packages. In the event that the City elects to proceed in this manner the City will modify the contract appropriately.)

3.2.3 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 fulfill the Contractor's obligations. The Work shall constitute the whole of 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 site of the Project (the "Site") and has had sufficient time and opportunity to independently examine and is sufficiently familiar with: the Site, the character and nature of the Site layout and materials, the character and nature of all 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 Development Drawings – 100%, and the Grading/Foundations/Structural Steel Permit Submittal, accepts the terms and requirements thereof and affirmatively states that the Project, as expressed by the design documents and the Project requirements and constraints as modified by value engineering suggestions, budget adjustments and cost cutting measures suggested by the Contractor as of April 19, 2018 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 will have 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 Contract Drawings 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 **City Delegation Of Authority.** With reference to G.C. 212, CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Manager delegates to the City Engineer the authority necessary to undertake the responsibilities identified as the responsibilities of the Deputy Manager under this Construction Contract. The City Engineer hereby designates as Project Manager with authority to handle the day to day administration of this Construction Contract, the following personnel:

Department of Public Works Project Manager

Telephone

Scott Wightman

720-913-4572

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 City's Department of Public Works ("Public Works"), 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.

6.2 Construction Time. The term "Construction 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 Construction Time shall be: **330 Calendar Days**

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.

6.4 Liquidated Damages. The parties recognize and agree that time is of the essence of this Contract. In the event that the Work is not Substantially Complete within the Construction 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 either the Construction 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 Construction 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 Construction 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.

Liquidated Damages Table

Amount per Day	Substantial Completion	\$500.00
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The parties agree that the foregoing amounts 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. The provisions of this Section shall not limit the rights and remedies of the City pursuant to the General Conditions.

7.0 SUBCONTRACTS AND OTHER AGREEMENTS:

7.1 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 R** and in compliance with the General Conditions, attached hereto and incorporated herein 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 with the express written approval of the Project Manager.

7.2 Self-Performed Work.

7.2.1 Contractor will self-perform work as indicated in Exhibit R. Should the Contractor submit a proposal for any additional self-performed work, such proposal shall be submitted directly to the Project Manager. The Project Manager shall review with the Contractor all bids submitted where the Contractor has submitted a bid and shall make the final award after consultation with the Contractor. The City must approve any additional Self-Performed Work award to the Contractor. The Contractor shall perform for the Contractor's lump sum bid amount on the basis of a Stipulated Lump Sum Subcontract, which shall also be subject to City review and written approval of the Project Manager prior to commencement of any Self-Performed Work, but shall not be subject to the cost of work limitations of the Contract Documents.

7.3 Subcontract Forms. All subcontracts will be between the Contractor and the selected Subcontractors or Suppliers, which may include the Contractor for Lump Sum Self-Performed Work. 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.

7.4 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.

7.5 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 site or with the City's agreement at offsite workshops, which shall as a minimum be in accordance with the prevailing wage rates established by the City and County of Denver for construction projects, as set out in DRMC Section 20-76, and in effect at the time that the GMP is established. In the event the prevailing wage rates are increased in accordance with DRMC Section 20-76, on the anniversary date of this Construction Contract, these increases shall also be included as a cost of the work. Costs paid or incurred by the Contractor shall include actual wages for the Contractor's own personnel (including overtime premiums as applicable), taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and for personnel not covered by such agreements, customary benefits and the Contractor's company policy such as sick leave, individual and dependent medical and health benefits, disability insurance, holidays, craft training fund, vacation, pension, and, as applicable, 401K contributions. The City and the Contractor agree that the wages and burden for the personnel referenced in this paragraph and paragraphs 8.1.17 and 8.1.18 shall be charged as a Cost of the Work at not less than the stipulated fixed rates set forth on Prevailing Wage Rate Schedule, attached as **Exhibit F**, or as appropriate charges at the stipulated fixed rates set forth on the Billing Rates for Salaried Personnel attached as **Exhibit O**.

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

8.1.8 Actual rental charges of all necessary machinery and equipment, exclusive of hand tools, used at the Site, whether rented from the Contractor (at rental rates approved by City and specified on **Exhibit N**) 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 N**.

8.1.9 The cost of the premiums for all bonds and Builder's Risk insurance that the Contractor is required to procure by this Construction Contract. The costs of the premiums for all other insurance that the Contractor is required to procure by this Construction Contract or that are deemed necessary by the Contractor with the City's written approval shall be charged as a Cost of the Work at the stipulated fixed percentage of 1.28% of the Cost of Work, and all deductibles that are attributable to this Construction Contract, including equipment insurance deductibles.

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 Site, postage and express delivery charges, and reasonable petty cash expenses of the site office in connection with the Work.

8.1.13 Cost of removal of all debris from the 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 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 site, and when stationed off-site and working on the Project in accordance with the staffing and salary schedule set forth in **Exhibit O**, 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 O**.

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 Q**. 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 (**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 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 “Fee”) to be paid to the Contractor and included in the GMP shall be a lump sum of **One Hundred Ninety-Three Thousand Six Hundred One Dollars and Zero Cents (\$193,601.00)**, payable in progress installments pursuant to a mutually agreeable schedule of progress installments.
- 8.4** **Guaranteed Maximum Price.**
- 8.4.2** **Guaranteed Maximum Price.** The GMP shall be established at the time the GMP proposal is accepted by the City and incorporated herein as **Exhibit Q**, subject to adjustments as provided in the Contract Documents.
- 8.4.3** 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 the Guaranteed Maximum Price and Basis of the GMP Proposal attached hereto as **Exhibit Q**. The Parties specifically agree that the City shall not be subject to any cost, charge or fee under this Agreement that is not specified above.
- 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 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 exceed **Five Million Two Hundred Eighty-Eight Thousand Three Hundred Fifty-Two Dollars and Zero Cents (\$5,288,352.00)**. 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, DRMC or, with respect to appropriate issues involving Small Business Enterprise contracting, by Section 28-33, DRMC. The Contractor expressly agrees that this dispute resolution process is the sole and only dispute resolution mechanism that will be recognized and employed by the parties for any claims put forward by the Contractor, notwithstanding any other claimed theory of entitlement on the part of the Contractor or its Subcontractors or Suppliers.

10.0 ADDITIONAL PROVISIONS:

10.1 No Discrimination in Employment.

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

10.2.1 Insurance. In addition to the requirements and obligations set forth in Title 16, the Contractor shall comply with the insurance requirements set forth in **Exhibit S**.

10.2.2 Title to the Work. 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.

10.3 Compliance with Minority/Women Owned Business Enterprise Requirements. This Construction Contract is subject to all applicable provisions of Divisions 1 and 3 of Article III, of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 – 29-36 and 28-52 – 28-90 D.R.M.C. and referred to in this Contract as the “M/WBE Ordinance”. In accordance with the requirements of the M/WBE Ordinance, the Contractor is committed to, at a minimum, meet the participation goal of thirty-one (**31%**) established for this Project utilizing properly certified M/WBE subcontractors and suppliers. In addition to the applicable provisions of the M/WBE Ordinance, the Contractor agrees, as an express condition of its performance hereunder, to comply with the requirements of any approved Small Business Enterprise Compliance Plan (attached and incorporated herein as **Exhibit C**). Such plan shall, at a minimum, include a narrative regarding compliance with the goal; a list of committed M/WBE participants along with dollar and percent participation for each evidencing compliance with the overall goal, and fully executed letters of intent for each listed participant, all in a form satisfactory to the City. Without limiting the general applicability of the foregoing, the Contractor acknowledges its continuing duty, pursuant to Sections 28-72, 28-73 and 28-75 DRMC and the M/WBE Program, to meet and maintain throughout the duration of this Construction Contract its participation and compliance commitments and to ensure that all Subcontractors subject to the M/WBE Ordinance or the M/WBE Program also maintain such commitments and compliance. Failure to comply with these requirements may result, at the discretion of the Director of the Division of Small Business Opportunity (“DSBO”), in the imposition of sanctions against the Contractor in accordance with Section 28-77, DRMC. Nothing contained in this Paragraph or in the referenced City ordinance shall negate the City’s right to prior approval of Subcontractors, or substitutes therefore, under this Construction Contract.

10.4 Compliance with Wage Rate Requirements. In performance of all Work hereunder, the Contractor agrees to comply with and be bound by all requirements and conditions of the City's Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, DRMC, including but not limited to all Construction Contract anniversary date wage rate adjustments, and any determinations made by the City pursuant thereto. In accordance with Section 20-76(b), DRMC, the prevailing wage rate schedule applicable to this Construction Contract shall be

the most current schedule available at the time the Contractor executes this Construction Contract and such schedule is attached hereto and incorporated herein as **Exhibit F**. For purposes of establishing a date for prevailing wage rate anniversary adjustments the contract date should be the date of the attached wage rate schedule (**Exhibit F**).

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

10.6 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, **Five Million Two Hundred Eighty-Eight Thousand Three Hundred Fifty-Two Dollars and Zero Cents (\$5,288,352.00)** have been appropriated for this Construction Contract. The Manager of Public Works, upon reasonable written request, will advise the Contractor in writing of the total amount of appropriated and encumbered funds that are or remain available for payment to the Contractor.

10.7 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 Manager of Public Works that a lawful appropriation sufficient to cover the entire cost of such additional Work has been made. It shall be the responsibility of the Contractor to verify that the amounts already appropriated for the 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.

10.8 Approvals. 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.

10.9 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 Manager to such assignment.

10.10 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.

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

10.12 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.

10.13 Proprietary or Confidential Information.

10.15.1 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.

10.15.2 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.

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

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

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

If to the Contractor:
PCL Construction Services, Inc.
2000 S. Colorado Blvd.
Denver, Colorado 80222

If to the City
Manager of Public Work
Department of Public Works
City and County of Denver
201 West Colfax, Department 608
Denver, Colorado 80202

With a copy to:
City Attorney
City and County of Denver
201 West Colfax, Department 1207
Denver, Colorado 80202

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

10.18 Contract Binding. 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.

10.19 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.

10.20 Severability. It is understood and agreed by the parties hereto that, if any part, term, or provision of this Construction Contract, except for the provisions of this Construction Contract requiring prior appropriation and limiting the total amount to be paid by the City, is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Construction Contract did not contain the particular part, term or provision held to be invalid.

10.21 Counterparts. This Construction Contract will be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which taken together, shall constitute one and the same instrument.

[ELECTRONIC SIGNATURES FOLLOW]

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: PWADM-201842009-00

Contractor Name: PCL CONSTRUCTION SERVICES INC

By: Michael Harms

Name: _____
(please print)

Title: Michael Harms
Vice President and District Manager
(please print)

ATTEST: [if required]

By: Gena M Hannaway

Name: _____
(please print)

Title: Gena M. Hannaway
Secretary/Treasurer
(please print)



**Exhibit A
General Contract Conditions
2011 Edition**

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

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**EXHIBIT B
SPECIAL CONTRACT CONDITIONS**

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

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 2011 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, CO 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:

<http://www.denvergov.org/Portals/480/documents/2011%20DENVER%20GENERAL%20CONTRACT%20CONDITIONS.pdf>

<http://www.denvergov.org/rightofwayservices/RightofWayServices/ConstructionInspection/RightofWayConstructionInspection/StandardsandDetails/TransportationStandardsandDetails/tabid/442463/Default.aspx>

<http://www.denvergov.org/wastewatermanagement/WastewaterManagement/EngineeringandPermits/StandardsandDetails/tabid/438018/Default.aspx>

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, CO 80223

SC-2 CITY DELEGATION OF AUTHORITY

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

Denver Department of Public Works / Engineering Division,

Project Manager

Scott Wightman, Public Works/ Facilities Capital Projects

Consultant

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 DEPUTY MANAGER/CITY ENGINEER

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

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

SC-8 SUBCONTRACTOR

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

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

SC-9 WORK

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

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

SC-10 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:

1. Except as provided in the City's Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE), or Minority and Women Business Enterprise (M/WBE) contracting requirements, the City recognizes that prior to bidding, the bidder may not have been able to negotiate for all portions of the Work which the bidder proposes to subcontract. The City will, therefore, permit the successful bidder to propose additional Subcontractor(s) at

any time during the Contract period provided, however, that any limitation on subcontracting has not been exceeded, and that all such SBE, DBE, or M/WBE requirements are adhered to, including, if applicable, the Contractor's SBE or M/WBE Compliance Plan. If the proposed Subcontractor(s) are acceptable and the City, by letter to the Contractor, approves of the Subcontractor(s), the Contractor may enter into agreements with these parties. If any proposed Subcontractor(s) are not acceptable to the City, the Contractor must submit for City approval the names of substitute Subcontractors.

2. Each Subcontractor which the Contractor expects to perform Work must be accepted in writing by the Project Manager before the Subcontractor begins work. The acceptance or rejection of any proposed Subcontractor shall be at the Project Manager's sole discretion. The reasons the Project Manager may use for not accepting a Subcontractor include, but are not limited to, the following:
 - A. Default on a contract within the last five (5) years.
 - B. Default on a contract which required that a surety complete the contract under payment or performance bonds issued by the surety.
 - C. Debarment within the last five (5) years by a public entity or any organization which has formal debarment proceedings.
 - D. Significant or repeated violations of Federal Safety Regulations (OSHA).
 - E. Failure to have the specific qualifications listed in the Contract Documents for the work that the Subcontractor will perform.
 - F. Failure to have the required City or Colorado licenses to perform the work described in the subcontract.
 - G. Failure to pay workers the proper wage and benefits or to pay suppliers or subcontractors with reasonable promptness within the last five (5) years.
 - H. Conviction, plea of nolo contendere, entry into a formal agreement admitting guilt or entry of a plea of guilty or otherwise admitting culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, anti-trust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Subcontractor's business, on the part of Subcontractor's principal owners, officers, or employees, within the last five (5) years.
 - I. Failure to pay taxes or fees to the City.
 - J. Evidence that the Subcontractor was selected by the Contractor through the process of bid shopping, dishonesty or buyout.
3. The Contractor shall submit a statement signed by an officer or principal of the Contractor certifying that the Contractor has investigated the qualifications and background of each proposed Subcontractor and certifying under oath that, to the best of his or her knowledge, none of the bases for rejection listed above exist. In lieu of this certification, the Contractor may identify, for each proposed Subcontractor, any of the issues listed above applicable to that Subcontractor and attach to that statement a list of all judicial and administrative

proceedings in the last five (5) years in which any proposed Subcontractor is or was a party, the proceedings involving any of the issues listed above or in which any proposed Subcontractor filed for bankruptcy.

4. This Title 5 does not create, and shall not be interpreted as creating, any contractual relationship or privity of contract between the City and any Subcontractor. The acceptance or rejection of a proposed Subcontractor shall not create in that Subcontractor a right to any subcontract nor shall said acceptance or rejection relieve the Contractor of its responsibilities for the work of any Subcontractor.

SC-12 PAYMENT PROCEDURE

The application for payment shall be submitted through Textura® Corporations Construction Management Website. Contractor recognizes and agrees that it shall be required to use the Textura Construction Payment Management System for this Project. Contractor further agrees that, to the fullest extent possible within the CPM System, the City shall be entitled to all non-Confidential records, reports, data and other information related to the project that are available to Contractor through the CPM System, including, but not limited to, information related to Contractor and subcontractor billings. To that end, Contractor agrees that it will activate any available settings within the CPM System that are necessary to grant the City access to such non-Confidential information related to the contract and the project. Applications for payment shall be based on the Contract Unit Prices or the approved Schedule of Values described in GC 903.1

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

<u>Agency/Firm</u>	<u>Name</u>	<u>Telephone</u>
Public Works/ Facilities Capital Projects	Scott Wightman	720-913-4572

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

1. The estimate of Work completed shall be based on the approved schedule of values or unit prices, as applicable, and the percent of the Work complete.
2. Each Application for Payment shall include each and every independent subcontractor’s payroll information including pay dates and pay amounts.
3. The Contractor shall also submit to the Auditor and other appropriate officials of the City in a timely fashion, information required by General Contract Condition 1004, REPORTING WAGES PAID.

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

SC-13 SCHEDULE OF VALUES FOR LUMP SUM SUBCONTRACTS

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

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

SC-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. Reserved
5. Each application for payment for materials or equipment stored on or off the Project site shall be accompanied by bills of sale to establish the City's title to such material or equipment free and clear of liens and encumbrances; evidence of property insurance covering such materials or equipment; evidence, as to material and equipment stored off the Project site, that the same have been properly labeled as the City's property and segregated from the vendor's other inventory; and, if required by the City, contracts and financing statements sufficient to create a security interest in favor of the City in materials or equipment stored off the Project site which remain in the possession of the vendor of such materials or equipment.
6. Each progress payment application shall show each Subcontractor or Supplier participating in the Work completed during the previous progress period and the dollar amount of such

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

7. If the Contractor disputes a Subcontractor's or Supplier's entitlement to a portion of the previous progress payment, the Contractor shall submit to the City copies of any written communication from the Contractor to such Subcontractor or Supplier explaining the Contractor's determination not to render payment to such Subcontractor or Supplier, together with proof of service of such written communication upon such Subcontractor or Supplier.
8. Each application for payment shall be signed. Such signed application for payment shall constitute a representation by the Contractor to the City that the Work has progressed to the point indicated; that the quality of the Work covered by the estimate is in accordance with the Contract Documents; that each obligation covered by the payment application has been properly incurred, is a proper charge and has not been the basis of any previous application (except as otherwise noted); that the money received as a result of the application will be used to discharge the Contractor's obligations under the Contract; and that the Contractor is entitled to payment in the amount requested. The Project Manager or the Design Consultant, as appropriate, must also verify and certify the estimate of Work completed prior to any acceptance by the City.
9. By submitting an application for payment, the Contractor warrants that: (i) the title to the Work covered by an application for payment will pass to the City upon receipt of payment by the Contractor; (ii) the Work covered by previous payment applications is free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens", except for any interest created by retainage; and (iii) no Work covered by an application for payment is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or any other person or entity.
10. The Contractor shall not include in its application for payment any billing for defective Work or for work performed by Subcontractors or Suppliers if it does not intend to pay the Subcontractors or Suppliers for such work.
11. Approval of an application for payment of Work completed or actual payment by the City shall not foreclose the right of the City to examine the books and records of the Contractor to determine the correctness and accuracy of any item.
12. Should the City decline or fail to approve for payment any items of the Contractor's Fee, the Cost of the Work, or any other item shown on an application for payment, the City shall notify the Contractor in writing, setting forth the reasons for such action. The City shall pay that portion of each payment application which is not disapproved in writing by the City.

13. No progress payment or partial or entire use or occupancy of the Project by the City shall constitute an acceptance of Work not in accordance with the Contract Documents.

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

workers who actually perform the changed Work. The cost of supervision, management and field or office overhead shall not be included or calculated as a direct labor cost. For shop work, the direct labor cost shall include only those workers who work directly on the item being manufactured or the actual operators of the equipment being used to handle the items being manufactured.

- B. Labor Burden. Contractor's actual costs for worker's compensation and liability insurance, payroll taxes, social security and employees' fringe benefits (including employer paid health insurance) imposed on the basis of payrolls. This burden must reflect the variability of some burdens, ie social security. The burden shall be itemized and include all small tools and miscellaneous supplies. The total labor burden for such small tools shall not exceed two percent (2%) of the Direct Labor cost.

- C. Direct Material, Supplies, Installed Equipment. The actual net, direct cost of materials, supplies and equipment incorporated into or consumed by the Work. If actual costs are not available, this cost shall be the lowest commercially available price including all discounts and rebates and all applicable taxes. Such cost shall be based on buying the material, supplies and equipment in the largest practical quantity to receive quantity discounts.

- D. Equipment Costs. Without markup or operator, the lesser of (i) the actual net cost to the Contractor of owned or rented equipment, other than small tools; or (ii) the rental rate for such equipment as determined by using the following method(s):
 - (1) Equipment rental rates listed in the appropriate rental rate book currently in use by the Colorado Department of Transportation. If an item of equipment does not appear in the rental rate book currently in use by the Colorado Department of Transportation, the rental rates published by the Associated Equipment Dealers may be used as a basis for negotiating a rental rate for a particular piece of equipment. The Contractor shall provide all information necessary to determine the appropriate rental rate at the time the equipment is brought on the job. This shall include, but not be limited to, type, description, make, year, model, series, serial number, fuel type, transmission, wheel combination, GVW, capacity and equipment owner.
 - (2) Rental equipment costs shall be determined using actual invoiced rates, less all discounts for basic equipment rental.
 - (3) Mobilization/demobilization costs will be paid if the equipment is mobilized exclusively for Work described in a Change Order. If the equipment is also used on Base Contract Work, no mobilization or demobilization cost will be paid. Mobilization/demobilization costs will be based on using the least expensive means to mobilize or demobilize Equipment shall be obtained from the nearest available source. When the least expensive methods are used, the costs shown in the actual invoice will be the basis for pricing.

- E. Mark Up For Overhead And Profit.

- (1) The Contractor's Fee on the calculated change of Cost of Work shall be the only amount added to such calculated cost of Work to as markup and profit to the Contractor, including any fee on applicable Work self-performed by the Contractor.
 - (2) A Subcontractor of any tier who actually performs the Work shall be entitled to a markup of twelve percent (12 %) on the actual costs for items A through D in GC 1104.2 above. Bonds and insurance are compensated at direct cost without markup.
 - (3) A supervising Subcontractor (if any) shall be entitled to a three percent (3%) markup on the actual price charged to the Subcontractor by a Subcontractor of lower tier.
 - (4) All of the Contractor's and Subcontractor's field and office overhead and supervision costs are included in the Fee and markups listed above.
 - (5) Neither the Contractor nor Subcontractor of any tier, nor the City in the case of a credit, will apply or attempt to apply these percentage adjustments in a way which would pyramid either the cost or credit because of the involvement of a Subcontractor or sub-subcontractor. Written justification and approval shall be required for any percentages exceeding a total of fifteen percent (15%).
- F. Bonds, Insurance, Permits And Taxes. The actual increases or decreases in the cost of premiums for bonds and insurance, permit fees, and sales, use or similar taxes related to the Work. The Contractor shall not be entitled to a Fee for any such costs.
3. Totals as Equitable Adjustment. The Contractor agrees that the total of the above items constitute an equitable adjustment for any and all costs or damages resulting from a change.
 4. No Equitable Adjustment for Obstruction by Contractor. No equitable adjustment shall be made as a result of costs resulting from any act, hindrance, obstacle, obstruction, interference or omission of the Contractor, its Subcontractors, Suppliers, or surety, or any other entity or individual acting on behalf of the Contractor.
 5. Calculation of Certain Equitable Adjustments.
 - A. In case of delay in completion of the entire Contract due to drawings, designs or specifications which are defective and for which the City is responsible, the equitable adjustment for delays or costs incurred prior to notification to the City of such defect shall only include the extra cost and time reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect.
 - B. An equitable adjustment shall not include increased costs for delay resulting from the Contractor's failure to continue performance during determination of any Contractor Change Request or claim.

6. Price Reductions for Defective Cost or Pricing Data. If it is later determined that pricing adjustments to the Contract were not correct due to incomplete or inaccurate pricing data by the Contractor or any Subcontractor or Supplier or that lower prices were reasonably available, the price shall be reduced accordingly and the Contract Amount modified by an appropriate Change Order.
7. Variation in Quantity of Unit Priced Items. Where the quantity of a unit-priced item in the Contract is an estimated quantity and the actual quantity of the unit-priced item varies more than twenty-five percent (25%) above or below the estimated quantity, and where this difference changes the total original Contract value by more than five percent (5%), an equitable adjustment in the Contract Amount may be made by Change Order. The equitable adjustment shall be based upon any increase or decrease in cost due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completing the Work, the Contractor may request, in writing, an extension of time in accordance with GC 1105.
8. Disposition of Excess or Obsolete Property. When the cost of materials, supplies, equipment or other personal property made obsolete or excess as a result of a delay is included in the equitable adjustment, the Project Manager shall have the right to prescribe the manner of disposition of such property.

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

SC-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 or the City as lessee will be assigned to inspect and test the Work. These persons may perform any tests and observe the Work to determine whether or not designs, materials used, manufacturing and construction processes and methods applied, and equipment installed satisfy the

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

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

SC-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) The amount of retainage withheld by the City to date.
6. The acceptance of final payment as calculated above shall constitute a waiver of all Claims by the Contractor except those previously made in accordance with G.C. 1301 which have been separately identified by the Contractor as unsettled in the final Project Application for Payment.

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

SC-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 but the bidder shall be responsible for the costs of transporting the loads. Non-hazardous waste is defined as those substances and materials not defined or classified as hazardous by the Colorado Hazardous Waste Commission pursuant to C.R.S. §25-15-207, as amended from time to time, and includes construction debris, soil and asbestos. Bidders shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

SC-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 per hour of City Attorney time.

SC-28 INSURANCE

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

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

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

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

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

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

6. **Workers' Compensation/Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. . If an exposure exists, the U.S. Longshore and Harborworkers Compensation Act endorsement shall be attached to the policy. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

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

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.

9. Excess/Umbrella Liability: Contractor shall maintain excess liability limits of \$3,000,000. Coverage must be written on a “follow form” basis. Any combination of primary and excess coverage may be used to achieve required limits.

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

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

12. Additional Provisions:

(a) For Commercial General Liability, Excess Liability and Contractors Pollution Liability the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are outside the limits of liability;
- (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(b) For claims-made coverage:

- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(c) 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.

EXHIBIT C

**Minority/Women Owned Business Enterprise Program Compliance Plan
(To be completed upon award)**



CONSTRUCTION

SHARING YOUR VISION. BUILDING SUCCESS.

May 11, 2018

Email
5021851

Mr. Scott Wightman
Public Works, Capital Projects Management
City and County of Denver
201 West Colfax Ave.
Denver, CO 80202

**Reference: Northfield Fire Station 39 (NFS 39)
PCL Construction Services, Inc. Project No. 5021851
M/WBE Participation Percentage Compliance Plan**

Dear Mr. Wightman:

PCL Construction Services, Inc. hereby submits the attached plan for M/WBE Compliance. PCL's current plan to achieve the participation goal of 31% is to secure M/WBE Firms for various scopes of work as outlined in our attached spread sheet. The anticipated contract value for NFS 39 is \$7,500,000, which is subject to M/WBE Participation. The project goal for M/WBE participation is anticipated to be \$2,325,000. As depicted in the attached spread sheet we are anticipating reaching that goal. Please note, our current GMP 1 contract with CCD is only for a portion of the total project value and not all M/WBE Firms will be selected and contracted at this time. We anticipate all M/WBE Firms to be contracted by July 2018 after we receive our GMP 2 Amendment. The Firms that will be contracted at this time are Masonry, Survey, Exterior Sheathing and Rebar installation.

Should you have any questions, please feel free to contact the undersigned.

Regards,

PCL Construction Services, Inc.

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

Nick Narverud
Project Manager
303-815-9991
Enclosure

PCL CONSTRUCTION SERVICES, INC.

2000 South Colorado Boulevard Suite 2-500 Denver, CO 80222
Telephone: 303-365-6500 ♦ Fax: 303-365-6515 ♦ www.pcl.com

Equal Opportunity Employer



CONSTRUCTION

SHARING YOUR VISION. BUILDING SUCCESS.

May 11, 2018

Email
5021851

Mr. Scott Wightman
Public Works, Capital Projects Management
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Nick Narverud
Project Manager
303-815-9991
Enclosure

PCL CONSTRUCTION SERVICES, INC.

2000 South Colorado Boulevard Suite 2-500 Denver, CO 80222
Telephone: 303-365-6500 ♦ Fax: 303-365-6515 ♦ www.pcl.com

Equal Opportunity Employer



Project Name:
Project Number:

Northfield FS 39

Contract Total \$ 7,600,000.00

Scope	Contractor	Bid	% Total
Survey	HCL	\$ 30,000.00	0.3947%
Rebar Supply/Install	Rocky Mtn Rebar	\$ 16,335.00	0.2149%
Building Conc Finish	Three Brothers	\$ 17,658.00	0.2323%
Masonry	Jorgenson	\$ 886,042.00	11.6584%
Framing/Drywall	ICI	\$ 112,800.00	1.4842%
Accessories,Door install	Ayuda	\$ 121,856.40	1.6034%
Flooring	Gary Leimer	\$ 37,655.00	0.4955%
Painting	Quality	\$ 103,825.00	1.3661%
Site Concrete	Affordable Concrete	\$ 287,060.00	3.7771%
Landscaping	MGT	\$ 226,262.00	2.9771%
Elec	MBR	\$ 647,025.00	8.5135%
	Total	\$ 2,486,518.40	32.717%

GOAL

	31.000%	\$	2,356,000.00	31.000%
		\$	130,518.40	

EXHIBIT D

PRECONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into, effective as of the date set forth on the City's signature page below ("**Effective Date**"), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("**City**"), and **PCL CONSTRUCTION SERVICES, INC.**, a Colorado corporation, whose address is 2000 South Colorado Boulevard, Suite 2-500, Denver, Colorado 80222 ("**Contractor**").

RECITALS

1. The Northfield Fire Station Project consists of providing certain construction related services for the New Northfield Fire Station located on the southeast corner of Central Park Boulevard and 50th Avenue in Denver, 9150 E 50th Ave.
2. In order to complete the Project in a timely, efficient and cost effective manner, the City desires to engage a highly qualified and experienced contractor to expeditiously perform preconstruction services including and without limitation, scheduling, cost estimating, constructability review, value engineering, construction packaging and sequencing, subcontractor canvassing and all other preconstruction services necessary to complete a satisfactory final design and construction pricing for the Project.
3. In addition to performing preconstruction services, the Contractor will deliver to the City a Guaranteed Maximum Price proposal ("**GMP Proposal**") and fixed Project completion schedule proposal (the "**Performance Period**" or "**Schedule**") by which the Contractor will agree to perform all of the construction services and other work required to complete the Project for a guaranteed maximum price.
4. In accordance with the requirements of 20-56 of the Denver Revised Municipal Code (the "**DRMC**"), the City advertised a Request for Qualifications (RFQ) dated August 17, 2017 and a Request for Proposal ("**RFP**") dated September 20, 2017, seeking highly qualified contractors to provide preconstruction and construction services for the Project.
5. The Contractor was selected as the first ranked proposer to perform such services for the City based on Contractor's Proposal dated September 28, 2017 and attached hereto as **Exhibit A**.
6. The City and Contractor now wish to enter into this Agreement to provide for the delivery of the Basic Services (as hereinafter defined) for the Project by the Contractor. The City may, in its sole discretion, elect to enter into a CM/GC Construction Contract with Contractor at a later date.
7. The Contractor represents that it has the present capacity and is experienced and qualified to perform the required Basic Services as provided for in this Agreement.
8. The Contractor will perform all such Basic Services as an independent contractor.

PO-00033706

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties agree as follows:

1.0 PROJECT AND BUDGET:

1.1 The Project.

1.1.1 The "Project" includes the construction of Northfield Fire Station.

1.1.2 The "Project Site", "Site" and "Limits of Construction for the Project" are:

Southeast corner of Central Park Boulevard and 50th Avenue in Denver, 9150 E 50th Ave.

1.2 Project Format. The terms, conditions and obligations for the Contractor's performance on this Project are contained herein or in documents referenced herein or attached hereto and shall be collectively referred to as the "Agreement." In the performance of this Agreement, the Contractor acknowledges and accepts that time is critical for Project delivery. The City has elected to utilize a Construction Manager/General Contractor ("CM/GC") Project delivery method. 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 cost, schedule and sequencing of construction may not yet have fully been defined; (2) that portions of the Project could have their design completed as separate packages and under construction before other portions of the Project are fully designed; and (3) that the Contractor's continuing performance on this Project is contingent upon the Contractor formulating, as the Project design progresses, and submitting an acceptable GMP (or multiple GMP packages) and Performance Period proposal (the "GMP Proposal") for the complete construction of the Project.

1.3 Budget. The Contractor acknowledges that there are limited funds available to design and construct the Project. The City's pre-construction budget for this Project is: **TEN THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$10,400.00)** (the "Project Budget") and is subject to increase or decrease at the sole discretion of the Manager of Public Works, prior to establishing a GMP for the Construction Services Phase of the Project.

2.0 ENGAGEMENT AND COORDINATION:

2.1 Engagement. The City engages the Contractor with respect to the furnishing of Basic Services in connection with the design and construction of the Project and the Contractor accepts such engagement upon, subject to and in accordance with the terms, conditions and provisions of this Agreement.

2.2 Executive Director of Public Works. The City's Executive Director of Public Works ("Manager" or "Executive Director") is the City's representative responsible for authorizing and approving the work performed under this Agreement. The Manager hereby designates the City Engineer as the Manager's authorized representative for the purpose of designating a Project Manager, issuing a written Notice to Proceed and administering, coordinating, reviewing and approving the work performed and services provided by the Contractor under this Agreement. The Project Manager shall be designated by the City Engineer and shall report to the City Engineer or

designee. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of services provided and work performed by the Contractor, except for those approvals identified in this Agreement as requiring Manager or City Engineer approval. The Manager expressly reserves the right to designate another authorized representative to perform on the Manager's behalf by written notice to the Contractor. The Contractor acknowledges and accepts that only the Executive Director of Public Works and the representatives designated herein have the authority to authorize or direct services or work under this Agreement. The Safety Department ("User Agency"), is the City agency responsible for the maintenance of the facility.

2.3 Relationship. The Contractor accepts the relationship of trust and confidence established between the Contractor and the City by this Agreement and shall furnish its best skill and judgment and cooperate with the Executive Director and the designees, including the City Engineer and the Project Manager, representatives of the Mayor's Office, User Agency and the other City consultants and contractors in furthering the interests of the City throughout the duration of this Agreement.

2.4 Design Consultant. The City has a separate agreement with the Design Consultant Team to design the Project and to provide limited design support during the construction. Both the Contractor and the Design Consultants shall be given direction by the City, or the City's designated and authorized representatives. The relationship between the Contractor and the Design Consultant is intended to be cooperative and proactive, both participating on the same team with the City.

2.5 Construction Team. The Contractor, the City and the Design Consultant Team (the "Construction Team") shall cooperate and coordinate to complete the design and provide preconstruction services. The Contractor shall provide leadership to the Construction Team on matters relating to construction.

2.6 Coordination and Cooperation.

2.6.1 The Contractor agrees to cooperate and coordinate fully with the City and the Designer in the design aspects of the Project to keep within the City monetary and time limitations.

2.6.2 With the exception of those notices that must be directed to the Manager, all written communication by the Contractor to or with the City shall be forwarded through the Project Manager. In addition, all communication from the City to or with the Contractor shall be forwarded through the Project Manager. All written communication between the Contractor and the Design Consultant, other City representatives, the User Agency, City consultants or any governmental entity or third party will require that copies or notice thereof will be provided by the Contractor to the Project Manager.

2.6.3 The Contractor shall, as a continuing work item under this Agreement, facilitate communications regarding its performance hereunder between the City's Department of Public Works, the Project Manager, the User Agency, other City consultants and any affiliated entities. In addition, the Contractor shall conduct and coordinate its efforts under this Agreement with all involved entities including the Department of Public Works, the User Agency, other City representatives, other involved City agencies and any involved government and regulatory entities. The Contractor shall document all Contractor conducted meetings and work sessions and distribute minutes or notes of such meetings to the Project Manager, in a format approved by the Project Manager.

3.0 REPRESENTATIONS: The Contractor represents and covenants to the City that:

3.1 The Contractor's members shall include adequate personnel qualified and experienced in the construction of facilities similar to the Project in time constraints, complexity and cost.

3.2 The Contractor will thoroughly review and will become fully familiar with the Project scope, requirements and constraints including: (1) the goals and objectives of the Project; (2) User Agency needs and requirements; (3) the Design Consultants' work effort to date, agreement and any referenced documents; (4) the schematic design drawings and specifications and any associated information or materials; (5) the Project site (the "Site"), local conditions and all related limitations and constraints; and (6) its budget assumptions and scheduling constraints, as follows:

The Contractor accepts the same and affirmatively states that the Project, as expressed by the Project scope, requirements, and constraints at the time of execution of this Agreement, is a reasonable and constructible conceptual Project, incorporating a reasonable and workable delivery approach and schedule. Further the Contractor will promptly notify the City in the event the Project, as developed during the preconstruction portion of the project, is not reasonable or constructible, given the schedule, budget, and other Project requirements.

3.3 The Contractor agrees that all of the services and work performed by the Contractor under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to the services described in this Agreement.

4.0 PERSONNEL:

4.1 Those persons listed in **Exhibit B** are the principals and employees of the Contractor (the "Key Personnel") and the City desires that they be and remain assigned to the Project.

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

4.3 If any of the Key Personnel become unavailable for reasons beyond the control of the Contractor, then the Contractor, subject to the Manager's approval, shall promptly appoint a replacement. The Contractor shall provide the Project Manager with complete information on each replacement, including a current resume, and shall have the opportunity to interview any such replacement.

4.4 If during the term of this Agreement, the Manager determines that the performance of approved Key Personnel for the Contractor or a subcontractor is not acceptable, the Project Manager shall notify the Contractor and give the Contractor a reasonable period of time to correct such performance. Thereafter, the Manager may require the Contractor to reassign or replace such Key Personnel. If the Manager notifies the Contractor that certain of its Key Personnel or those of a subcontractor should be replaced, the Contractor will use its best efforts to replace and require its subcontractor to replace them within ten (10) days from the date of the Manager's notice.

4.5 Neither the Contractor nor any subcontractor shall have interests which are in conflict with interests of the City, including connection with or to the sale or promotion of equipment or material which may be used on the Project, and the Contractor shall make written

inquiry of all of its subcontractors concerning the existence of or potential for such conflict. In unusual circumstances, and at the City's sole discretion, the City may grant a written waiver for the particular consultant or subcontractor.

5.0 BASIC SERVICES: The Contractor's Basic Services performed under this Agreement shall include all services and work effort required: (1) to assist in providing a complete and constructible "Project Design;" (2) to advise the Design Consultants in providing a Project design which, if constructed in accordance with the design, will satisfy all Project objectives, requirements and constraints set forth herein; and (3) assist the Design Consultant in maintaining the Budget. Such required Basic Services will include, without limitation, cost estimating, bid schedule refinement and project schedule verification, constructability review, value engineering and development of deductive and additive alternates, scheduling, construction sequencing and bid packaging, bidding, subcontracting, and all other preconstruction services necessary to complete a satisfactory final design and construction pricing for the Project. Contractor's Basic Services under this agreement includes all services and work set forth in **Exhibit A**. All of the duties, obligations, services and work specified in the terms, provisions and conditions of this Agreement as well as all other preconstruction services normally and customarily performed by a Construction Manager on a Project of this size and nature shall comprise the Contractor's "Basic Services."

6.0 COMPENSATION: In accordance with the terms and conditions of this Agreement, the City agrees to pay and the Contractor agrees to accept, as full and complete compensation for all services required by this Agreement to complete the Basic Services, the following compensation:

6.1 Basic Services. The Contractor's Basic Services shall consist of all preconstruction and related work and services set forth in Article 5 and **Exhibit A**. The Contractor shall be compensated for all such services performed on a lump sum basis. The maximum amount payable for all Basic Services shall be the lump sum amount of **TEN THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$10,400.00)**. Compensation shall be paid to the Contractor monthly, based upon pay applications and progress reports accepted and approved by the Project Manager. Upon successful completion of Pre-Construction Services, the City may in its sole discretion elect to execute a CM/GC Construction Contract with Contractor.

6.2 Reimbursable Expenses. All expenses shall be included in the basic services fee and will not be separately reimbursed hereunder.

6.3 Maximum Contract Amount. The "Maximum Contract Amount" to be paid by the City to the Contractor under this Agreement shall not exceed the sum of **TEN THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$10,400.00)**.

6.4 Funding. It is expressly understood and agreed by the Contractor that the Contractor is undertaking this performance for a "not to exceed," maximum fee for the Project. It is further understood and agreed by the Contractor that the total obligation of the City for all or any part of its payment obligations hereunder, whether direct or contingent, shall in no event extend beyond payment of the lesser of the amounts duly and lawfully encumbered for the purposes of the Agreement or the Maximum Contract Amount set forth above. The City has, as of the date first set forth above, duly and lawfully encumbered the sum of **TEN THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$10,400.00)** for the purposes of this Agreement. With respect to all such performance and funding, the Contractor understands and agrees that the provision of any services which would cause the total amount payable to Contractor to exceed the amount of previously encumbered funds, is strictly prohibited. In the event the continuation of services by the

Contractor would cause the amount payable to Contractor to exceed the amount payable under Sections 6.1 and 6.2, the Contractor agrees to give the Project Manager at least four (4) weeks' written notice of the exhaustion of available funds. In the event additional funds are not made available within such four (4) week period, the Contractor agrees to stop providing services until such time as additional funds are made available and encumbered for the purposes of the Agreement. It shall be the responsibility of the Contractor to verify that the amounts already encumbered are sufficient to cover the entire cost of such work. Work or services performed in excess of the amount encumbered or outside the scope of authorized work or services is undertaken or performed in violation of the terms of this Agreement and, as such, at the Contractor's own risk and sole cost and expense. Funding for the Project has been budgeted over several years, and the City reserves the right to suspend work and the Contractor will not be compensated monetarily for the time delay.

6.5 Payment of Invoices. The Contractor shall prepare and submit to the Project Manager project reports and monthly invoices of all amounts due the Contractor for the preceding period with time records (payment will be made based upon percentage complete) under the provisions of this Article. The Manager or appointed designee will review and either approve or disapprove in whole or in part each properly completed invoice prior to submission for payment by the City. The Manager or appointed designee shall promptly notify the Contractor, in writing, of the basis for any partial or complete disapproval and return any submitted documentation, as required. No charges shall be incurred under this Agreement and no payments shall come due to the Contractor until such time as the City has confirmed to its satisfaction that the work and services have been performed in accordance with the terms and conditions of this Agreement.

6.6 Withholdings and Final Payment. The City may withhold, in its sole discretion, payment to the Contractor of any sum or a portion of any sum invoiced for failure or refusal of the Contractor to reasonably satisfy or comply with any material obligation, term, condition or requirement of this Agreement and may deduct, such other amounts as provided for elsewhere in this Agreement. Prior to withholding, however, the City shall provide the Contractor with five (5) days notice of any such failure or refusal and an opportunity to commence to cure that will not exceed such five (5) day period. All sums withheld pursuant to this paragraph shall be released only upon a showing, satisfactory to the Manager, that the failure or refusal resulting in the withholding has been removed, resolved, or cured by the Contractor.

7.0 TERM AND TERMINATION:

7.1 Term. The Term of this Agreement shall commence on the date Notice to Proceed is issued and expire on December 31, 2018, unless sooner terminated as provided in this Agreement.

7.2 Termination for Default for Nonperformance. Failure or refusal of the Contractor to perform any material obligation under this Agreement shall constitute default. In the event of any default, in addition to any other remedy available to the City, after providing ten (10) days' prior written notice of and opportunity to cure such default, this Agreement may be terminated by the City if such default is not cured to the satisfaction of the City. No new performance under the Agreement will be undertaken after the date of receipt of any notice of termination (the effective date of termination). In the event of such termination, the Contractor will be paid for those services satisfactorily performed in accordance with the requirements of this Agreement up to the effective date of termination. Such termination shall not waive any other legal remedies available to the City.

7.3 Termination for Default for Bankruptcy. In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors then, at the option of the other party, this Agreement shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

7.4 Termination for Default for Criminal Conduct. The City may, by written Notice of Default to the Contractor, terminate the whole or any part of this Agreement in the event the Contractor or any of its officers are convicted, plead nolo contendere, or enter into a formal agreement for deferred prosecution or sentencing, in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion, violation of the Racketeer Influenced and Corrupt Organizations Act (R.I.C.O.) or substantially similar state statute or any offense of a similar nature, in connection with the Contractor's business.

7.5 Termination for Convenience of City. The City may terminate this Agreement for the City's convenience and without cause at any time by giving the Contractor ten (10) days' written notice of such termination. In the event of such termination, the Contractor shall cease performance under this Agreement upon receipt of such written notice of termination and the Contractor will be paid only for its costs incurred in accordance with the provisions of this Agreement, up to the date of termination specified in the notice of termination.

7.6 Recovery of Termination Costs Strictly Precluded. Except for reasonable, actual termination costs, the City shall not be liable for any costs incurred by the Contractor after the effective date of termination. Such non-recoverable costs shall include, but are not limited to anticipated profits, post-termination employee salaries, post-termination administrative expenses, or any other damages, costs or expenses which are not authorized under this Article. Following such termination, the Contractor will submit a final invoice to the City for the amount which represents the compensation actually due and owing for the Contractor performance prior to the effective date of termination and for which the Contractor has not previously been compensated. Upon approval and payment of this final invoice by the City, the City shall be under no further obligation to the Contractor for payment under this Agreement and all other claims shall be waived.

8.0 INSURANCE AND INDEMNITY:

8.1 Insurance.

8.1.1 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 three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days

prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

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

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

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

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

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

8.1.8 Business Automobile Liability. Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

8.1.9 Additional Provisions.

8.1.9.1 For Commercial General Liability and Excess Liability, the policies must provide the following:

- a. That this Agreement is an Insured Contract under the policy;
- b. Defense costs are outside the limits of liability;
- c. A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and;
- d. A provision that coverage is non-contributory with other coverage or self-insurance provided by the City.

8.1.9.2 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.

8.1.9.3 Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

8.2 Indemnification.

8.2.1 To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are due to the negligence or fault of the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

8.2.2 Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Contractor is not named as a Defendant.

8.2.3 Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

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

8.2.5 This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

9.0 **STANDARD OF CARE:** The Contractor agrees that all of the work performed and services rendered by the Contractor and its subconsultants under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work or render services of a similar nature to the work or services described in this Agreement.

10.0 **COMPLIANCE WITH LAWS AND REGULATIONS:**

10.1 **Laws and Regulations.** The Contractor shall be responsible for the compliance of all activities undertaken by it pursuant to this Agreement with all applicable laws and regulations, including without limitation the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq. In the performance of its services, the Contractor shall assist the Design Consultant(s) as may be necessary to fully comply with such laws and regulations or receive governmental approvals for the Project. The Contractor further agrees to perform all services for the Project in strict compliance with all applicable laws, statutes, codes, ordinances, rules and regulations, and industry standards in effect at the time of the execution of this Agreement until all services called for under this Agreement have been completed and accepted by the City. Notwithstanding the foregoing, the City agrees that it is not the Contractor's responsibility to assure that the drawings and specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations.

10.2 **Governmental Authorities.** The Contractor shall perform all of its duties, obligations and services, hereunder in a manner that complies with the City's directions to the Contractor and/or the City's obligations under law to consult with, solicit advice from and involve in the City's decision-making process, all applicable governmental or quasi-governmental authorities having jurisdiction over the Project and the surrounding area, including, but not limited to, the State of Colorado and any agency or department thereof, and the City and County of Denver, and any agency or department thereof.

10.3 **No Discrimination In Employment.** In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

10.4 **Licensing Requirements.** The Contractor shall comply, at its own expense, with all laws and regulations, including, but not limited to, licensing requirements pertaining to its professional status and that of its employees, partners, associates, consultants under subcontract and others employed to render the services called for by this Agreement.

10.5 **Certification under § 8-17.5-102, C.R.S.**

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

10.5.2 The Contractor certifies that:

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

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

10.5.3 The Contractor also agrees and represents that:

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

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

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

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

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

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

11.0 OWNERSHIP OF DOCUMENTS; CONFIDENTIAL INFORMATION:

11.1 Ownership of Documents. The data used in compiling, and the results of, any tests, surveys or inspections at the Site, as well as all photographs, drawings, specifications, studies, audits, reports, models and other items of like kind prepared by the Contractor, its employees and consultants, excluding proprietary systems such as estimating programs, shall be the property of the City whether the Project for which they are made is executed or not, but the Contractor shall be permitted to retain reproducible copies of all of the foregoing documents for the information and reference, and the originals of all of the foregoing documents including all electronic format copies shall be delivered to the City promptly upon completion thereof. All work products prepared by the Contractor under this Agreement, when delivered to and accepted by the Manager, shall become the property of the City and the City shall have unlimited ownership rights. Further, the Contractor

agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services and work performed hereunder. With respect thereto, the Contractor agrees to and does hereby grant to the City an exclusive royalty-free license to all data which the Contractor may cover by copyright.

11.2 City Information. The Contractor understands and agrees that, in performance of this Agreement, the Contractor may have access to private or confidential information which 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 Agreement. The Contractor shall exercise the same standard of care to protect such information as a reasonably prudent Contractor would to protect its own proprietary data.

11.3 Contractor Information. The parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. 24-72-201, et seq., and that in the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material. The Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Contractor's intervention to protect and assert its claims of privilege against disclosure under this Section including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

11.4 Patent, Copyright and Trade Secret Indemnity. Notwithstanding any other provision hereof, the Contractor shall save, defend and hold harmless the City from all loss, damage, or liability for, or by reason of, any actual or alleged infringement of any United States Patent, Copyright, or Trade Secret disclosure arising out of the Contractor's performance under this Agreement.

12.0 CONTRACTOR'S ACCOUNTING RECORDS: Records of the Contractor's direct personnel, consultant and reimbursable expenses pertaining to this Project and records of accounts between the City and the Contractor shall be kept on a generally accepted accounting basis and shall be available to the representatives of the City, including the Auditor of the City, or his authorized representative within the City, at mutually convenient times for three (3) years after the final payment under this Agreement.

13.0 SUPPLEMENTAL DOCUMENTS: The following documents are attached hereto and/or incorporated herein and made a part of this Agreement:

Exhibit A – Proposal/Scope of Work.

Exhibit B – Key Personnel.

Exhibit C - ACORD Certificate of Insurance.

14.0 TIME IS OF THE ESSENCE: The parties agree that in the performance of the terms, conditions and requirements of this Agreement by the Contractor, time is of the essence.

15.0 DISPUTES: All disputes of any nature whatsoever regarding the Agreement, including but not limited to those involving damages or time extensions for delay, equitable adjustments, or other claims for compensation by the Contractor, including but not limited to disputes going to the breach or default of this Agreement, shall be exclusively resolved by administrative hearing pursuant to the provisions of D.R.M.C. Section 56-106, or, with respect to appropriate issues involving minority and women business enterprise contracting, by D.R.M.C. Section 28-33. For the purposes of this Agreement, the Manager, with respect to Section 56-106, DRMC disputes, and the Director of the Division of Small Business Opportunity, with respect to Section 28-33, DRMC disputes, have independently determined that the City's best interests are served by designating as the hearing officer a person retained for that purpose by contract under Charter Section A2.3-10. The Contractor expressly agrees that this dispute resolution process is the only dispute resolution mechanism that will be recognized by the parties for any claims put forward by the Contractor, notwithstanding any other claimed theory of entitlement on the part of the Contractor or its subcontractors or other consultants.

16.0 MISCELLANEOUS PROVISIONS:

16.1 Taxes and Licenses. The Contractor shall promptly pay, when they are due, all taxes, excises, license fees and permit fees of whatever nature applicable to the work and services which it performs under this Agreement, and shall take out and keep current all required municipal, county, state or federal licenses required to perform its services under this Agreement. The Contractor shall furnish the Manager, upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and/or registrations and taxes. The Contractor shall promptly pay all owed bills, debts and obligations it incurs performing work under this Agreement and shall not allow any lien, verified claim, mortgage, judgment or execution to be filed against land, facilities or improvements owned or beneficially owned by the City as a result of such bills, debts or obligations.

16.2 Status of Contractor. The status of the Contractor shall be that of an independent contractor retained on a contractual basis to perform preconstruction services for limited periods of time as described in Section 9.1.1.E(x) of the Charter of the City 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 agent of the City under Chapter 18 of the Denver Revised Municipal Code or for any purpose whatsoever.

16.3 Rights and Remedies Not Waived. Payment by the City shall not constitute a waiver of any breach of covenant or default which may then exist on the part of the Contractor. No assent, expressed or implied, to any breach of the Agreement shall be held to be a waiver of any later or other breach.

16.4 Subject to Local Laws, Jurisdiction, Venue. Each and every term, provision or condition in this Agreement is subject to and shall be construed in accordance with the provisions of Colorado law, the Charter of the City and County of Denver and the ordinances, regulations, Executive Orders, and/or fiscal rules, enacted and/or promulgated pursuant thereto. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set forth herein by

this reference. Venue for any action or proceeding arising out of, or relating in any way to this Agreement, or the breach thereof, shall be in the City and County of Denver, Colorado.

16.5 Conflict of Interest. The Contractor agrees 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 Contractor further agrees not to hire or contract for services 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.

16.6 Waiver of C.R.S. 13-20-802 et. seq.: With respect solely to the City, the Contractor specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes (also designated C.R.S. 13-2-802 et seq.) relating to design defects in the Project under this Agreement.

16.7 No Third Party Relationship. Nothing Contained in this Agreement shall create a contractual relationship with, an obligation to, or a cause of action in favor of any third party as against either the City or the Contractor.

16.8 Taxes, Charges and Penalties. The City and County of Denver shall not be liable for the payment of taxes, late charges, or penalties of any nature.

16.9 Use, Possession or Sale of Alcohol or Drugs. The Contractor, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring the Contractor from City facilities or participating in City operations.

16.10 Notices. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement 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:

To the Contractor: PCL Construction Services, Inc.
2000 South Colorado Boulevard, Suite 2-500
Denver, Colorado 80222

To the City: Executive Director of Public Works
201 West Colfax Avenue, Dept. 608
Denver, Colorado 80202

with a copy to: Project Manager
Department of Public Works
201 West Colfax Avenue, Dept. 506
Denver, Colorado 80202

16.11 Survival of Certain Contract Provisions. All terms and conditions of this Agreement, together with the exhibits and attachments hereto, which, by reasonable implication, contemplate continued performance or compliance beyond the termination of this Agreement (by expiration of the term or otherwise), shall survive such termination and shall continue to be enforceable as provided herein. Without limiting the general applicability of the foregoing, the Contractor's obligations for the provision of insurance and to indemnify the City 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.

16.12 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.

16.13 Severability. If any provision, term, or part of this Agreement, except for the provisions of this Agreement requiring prior appropriation and limiting the total amount to be paid by the City, is held to be invalid, illegal, unenforceable, or in conflict with any law of the State of Colorado, the validity, legality, and enforceability 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 Agreement did not contain the particular part, term or provision held to be invalid.

16.14 Construction of Terms. The language in this Agreement shall be construed according to its customary meaning within the building industry in the Denver metropolitan area. Whenever used, the singular numbers shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders.

16.15 Agreement as Complete Integration; Amendments. This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion or other amendment shall have any force or effect, 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 executed by the parties and signed by the signatories to the original Agreement. This Agreement and any amendments shall be binding upon the parties, their successors and permitted assigns.

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

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PWADM-201738161-00

Contractor Name: PCL CONSTRUCTION SERVICES INC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of February 07, 2018.

SEAL



CITY AND COUNTY OF DENVER

ATTEST:

Debra Johnson

Debra Johnson, Clerk and Recorder,
Ex-Officio Clerk of the City and
County of Denver

By Michael B Hancock
Michael B Hancock, Mayor

APPROVED AS TO FORM:

Attorney for the City and County of
Denver

By John G McGrath

John G. McGrath, Assistant City
Attorney

REGISTERED AND COUNTERSIGNED:

By Brendan Hanlon
Brendan Hanlon, CFO of Finance

By Timothy M O'Brien
Timothy M. O'Brien, Auditor



Contract Control Number: PWADM-201738161-00

Contractor Name: PCL CONSTRUCTION SERVICES INC



By: Michael Harms

Name: Michael Harms
Vice President and District Manager
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: Gena M Hannaway

Name: Gena M. Hannaway
Secretary/Treasurer
(please print)

Title: _____
(please print)

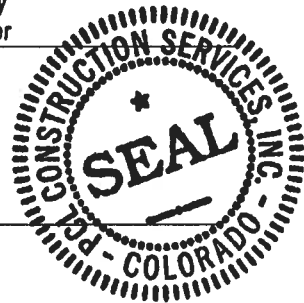


EXHIBIT A

PROPOSAL FOR
**NORTHFIELD
FIRE STATION**

CITY & COUNTY OF DENVER
PROJECT CONTROL NO: 5321023

SEPTEMBER 28, 2017

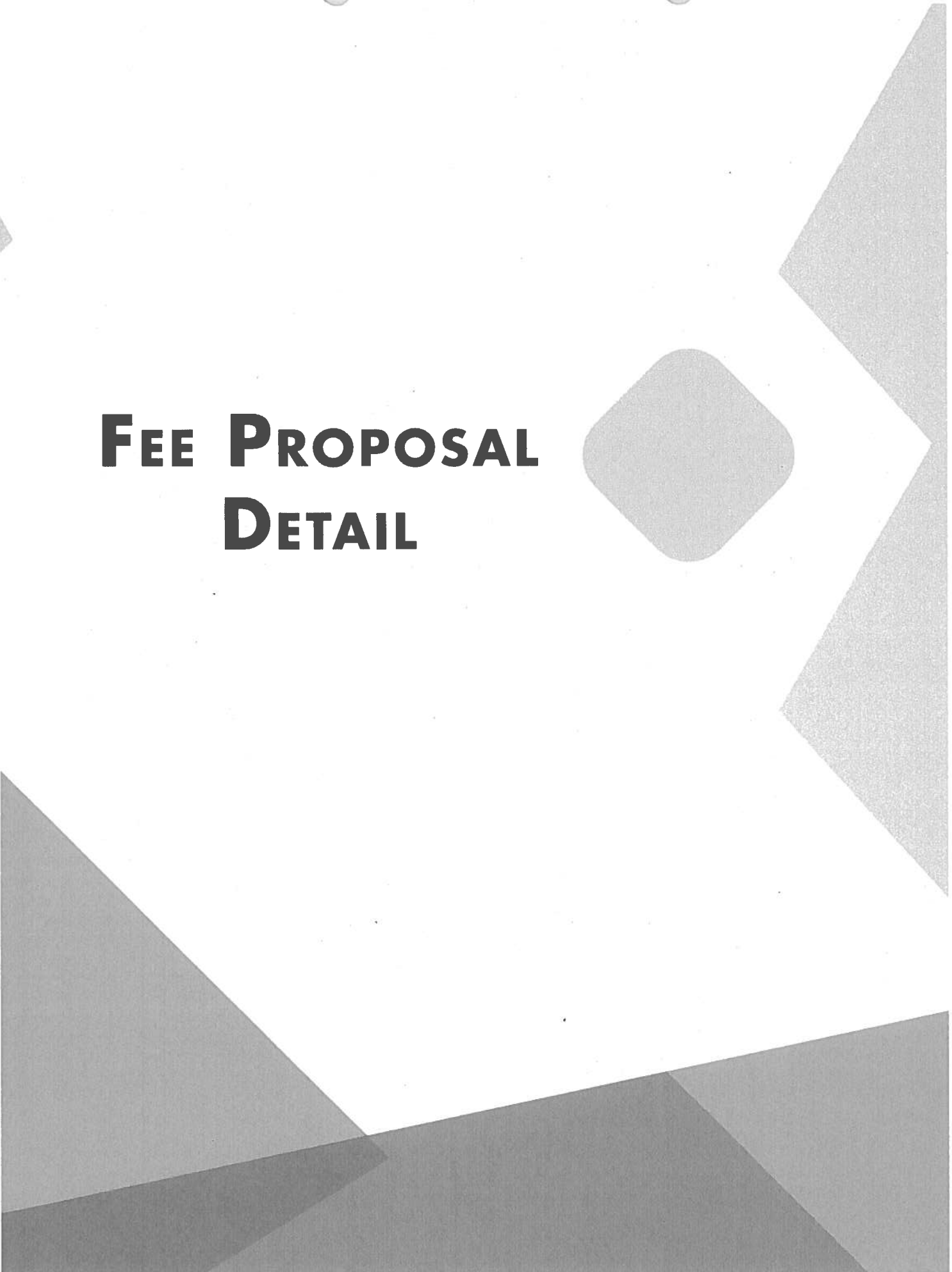


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2	 2.0	Cost Proposal Detail
7	 3.0	Fee and Cost Proposal Summary
8	 4.0	Schedule
10	 5.0	Subcontractor List
11	 6.0	Self-Performed Work



FEE PROPOSAL DETAIL



FEE PROPOSAL DETAIL

Item #	Description	Quantity	Unit	Unit Cost	Total Cost
1.000	Contractor's Fee				
1.A	Contractor's Preconstruction Fee				
1.A.1	Construction Cost Estimating & Value Analysis\VE	1	LS	\$10,400	\$ 10,400
1.A.2	Scheduling, Phasing & Logistics Planning		LS		Incl
1.A.3	Constructability Reviews		LS		Incl
1.A.4	Subcontractor Procurement & Scope Validation		LS		Incl
1.A.5	Meetings, Conference Calls\Video & Travel Time		LS		Incl
1.A.6	Other Preonstruction Services		LS		Incl
1.A	Contractor's Preconstruction Fee- Subtotal				\$ 10,400
1.B	Contractor's Construction Fee				
1.B.1	Home Office Overhead		LS		\$ -
1.B.2	Home Office Profit	1	LS	\$ 285,000	\$ 285,000
1.B.3	Other Construction Fees		LS		\$ -
1.B	Contractor's Construction Fee- Subtotal				\$ 285,000
1.C	Construction Change Orders				
1.C.1	Sub-Contractor Cost of Work for Change Orders (Assume 4% of Bid Package Amount, i.e. 4% of \$7.5M = \$300,000)			\$ 300,000	
1.C.2	Proposed Change Order Markup Free Zone - Provide the direct cost dollar amount (if any) on Owner directed changes for which CM/GC change order mark-ups would be exempt.		\$		
1.C.3	Proposed Change Order Markup - Per Section 1104 of General Contract Conditions Maximum Value for CM/GC markup is 3%, but can be less. This reflects Markup on Sub-Contractor Cost of Work. Same Markup will apply to change orders on Self-Performed Work.		%	3.0%	
1.C	Contractor's Change Order Markup - Subtotal				\$ 9,000
Note: All fee calculations should assume a Contractor's total initial contract amount (including fees but excluding Change Orders) of \$7.5M.					
1.A & 1.B	Contractor's Total Initial Fee				\$ 295,400
1.A, 1.B, & 1.C	Contractor's Total Fee After Assumed 4% Change Orders				\$ 304,400
Fee % applied to GMP Cost of Work: Contractor's Total Initial Fee / \$7.5M				3.80%	
Mark-Up Percentage for Self-Performed Work (The maximum value of the Self-Performed Work Mark Up shall be 12% per Section 1104E, but may be lower than 12%)				12.0%	
Construction Contingency Proposed				\$ 187,500.00	



COST PROPOSAL DETAIL

COST PROPOSAL DETAIL

Item #	Description	Quantity	Unit	Unit Cost	Total Cost
2.000	Contractor's Proposal of Costs to Be Reimbursed (Not to Exceed Topset)				
2.A	Insurance				
2.001	Performance & Payment Bonds	1	LS	41,925	41,925
2.002	Builder's Risk Insurance	1	LS	9,750	9,750
2.003	General Liability Insurance	1	LS	63,750	63,750
2.004	Professional Liability Insurance	1	LS	7,500	7,500
2.005	Pollution Liability Insurance		LS		N/A
2.006	Excess/Umbrella Liability Insurance		LS		N/A
2.007	Other Insurance Requirements	1	LS		0
Note: All bonds & insurance should assume a Contractor's total contract amount (incl insurance) of 7.5 MM.					
2.A	Contractor's Estimated Cost of Insurance - Subtotal				122,925
Percentage of Cost Proposed for Contractor's Insurance on Change Orders				2.64%	
2.B	Contractor's Onsite Staff				
2.008	Project Manager	10.5	MO	\$ 6,933	72,800
2.009	Project Superintendent	10.5	MO	\$ 16,467	172,900
2.010	Assistant Superintendent	0	MO		0
2.011	Mechanical/Electrical Coordinator	0	MO		0
2.012	Working Foreman	0	MO		0
2.013	Project Engineer	10.5	MO	\$ 5,633	59,150
2.014	Office Engineer	0	MO		0
2.015	Field Engineer	0	MO		0
2.016	Field Estimator	0	MO		0
2.017	General Laborer	0	MO		0
2.018	Timekeeper	10.5	MO	\$ 685	7,193
2.019	Field Office Manager	0	MO		0
2.020	Warehouse Manager	0	MO		0
2.021	Field Secretary	0	MO		0
2.022	Other On-site Contractor Staff	0	LS		0
2.B	Contractor's Estimated Cost of Onsite Staff - Subtotal				312,043



COST PROPOSAL DETAIL

Item #	Description	Quantity	Unit	Unit Cost	Total Cost
2.000	Contractor's Proposal of Costs to Be Reimbursed (Not to Exceed Topset)				
2.C	Contractor's Onsite Reimbursable Expenses				
Mobilization					
2.023	Field Engineering Equipment		LS		By Sub
2.024	Site Survey	1	LS	\$ 2,500	2,500
2.025	Layout Within Site		LS		By Sub
2.026	Office Trailer	10.5	MO	\$ 550	5,775
2.027	Office Supplies & Equipment	10.5	MO	\$ 150	1,575
2.028	Storage Trailer		MO		By Sub
2.029	Warehouse		MO		N/A
2.030	Set Up Onsite Office	1	LS	\$ 3,970	3,970
2.031	Set Up Onsite Storage/Laydown Areas		LS		0
2.032	Set Up Onsite Parking Area(s)		LS		0
2.033	Temporary Roadways		LS		By Sub
2.034	Temporary Fencing		LF		By Sub
2.035	Temporary Toilets		MO		By Sub
2.036	Project Sign		EA		By Sub
Safety					
2.037	Safety Equipment		LS		By Sub
2.038	First Aid Supplies		MO		By Sub
2.039	Fire Protection		LS		By Sub
2.040	Fire Extinguishers		EA		By Sub
2.041	Fall Protection		LS		By Sub
2.042	Third Party Safety Inspections		MO		By Sub
2.043	Temporary Walkways		LS		By Sub
2.044	Barricades		LS		By Sub
2.045	Traffic Control		LS		By Sub
2.046	Security/Watchman Services		MO		N/A



COST PROPOSAL DETAIL

Item #	Description	Quantity	Unit	Unit Cost	Total Cost
2.000	Contractor's Proposal of Costs to Be Reimbursed (Not to Exceed Topset)				
2.C	Contractor's Onsite Reimbursable Expenses				
	Utilities				
2.047	Install Temporary Electric Service at Site Office		LS		By Sub
2.048	Install Temporary Teledata Service at Site Office		LS		By Sub
2.049	Install Temporary Water & Sewer Service at Site		LS		By Sub
2.050	Install Temporary Gas Service at Site		LS		By Sub
2.051	Ongoing Electric Charges for the Site Office	10.5	MO	\$ 300	3,150
2.052	Ongoing Teledata Charges for the Site Office	10.5	MO	\$ 200	2,100
2.053	Ongoing Water & Sanitary District Charges		MO		By Sub
2.054	Ongoing Gas Utility Charges (excluding Temp Heat)		MO		By Sub
	Ongoing Expenses				
2.055	Jobsite Cell Phone(s) for Site Staff	10.5	MO	\$ 250	2,625
2.056	Project Schedule Setup & Maintenance		LS		By Sub
2.057	BIM Model Setup & Maintenance		LS		By Sub
2.058	Project Extranet Setup & Maintenance		LS		By Sub
2.059	Project Photo Documentation		WK		By Sub
2.060	Video/Webcam Documentation		MO		By Sub
2.061	Employee Parking		MO		N/A
2.062	Home Office Travel Costs		LS		N/A
2.063	Moving & Subsistence		LS		N/A
2.064	Additional Plans & Specs during Construction		LS		N/A
2.065	Shipping, Couriers, & Postage	10.5	MO	\$ 50	525
2.066	Project-specific Delivery & Hauling to/from Site		LS		By Sub
2.067	Temporary Radios		LS		N/A
2.068	Temporary Wiring & Lights		MO		By Sub
2.069	Water, Ice & Cups	10.5	MO	\$ 90	945
2.070	Ladders & Stairs		LS		By Sub



COST PROPOSAL DETAIL

Item #	Description	Quantity	Unit	Unit Cost	Total Cost
2.000 Contractor's Proposal of Costs to Be Reimbursed (Not to Exceed Topset)					
2.C Contractor's Onsite Reimbursable Expenses					
Ongoing Expenses					
2.071	Erosion Control		LS		By Sub
2.072	Shoring		LS		By Sub
2.073	Weekly Clean-up		WK		By Sub
2.074	Final Clean-up		LS		By Sub
2.075	Dumpster Rental		MO		By Sub
2.076	Dumpster Pulls		EA		By Sub
2.077	Temporary Generator		MO		By Sub
2.078	Misc. Power Equipment		LS		By Sub
2.079	Equipment Repairs & Maintenance		LS		By Sub
2.080	Temporary Partitions		SF		By Sub
2.081	Pick-Up Rental		MO		N/A
2.082	Automobile Rental		MO		N/A
2.083	Pick-Up Fuel & Maintenance		MO		By Sub
2.084	Automobile Fuel & Maintenance		MO		By Sub
2.085	Water Truck		MO		By Sub
Hoisting & Material Management					
2.086	Forklift Rental		LS		By Sub
2.087	Tower Crane Rental/Mobilization/Demobilization		LS		By Sub
2.088	Hydro-Crane Rental		WK		By Sub
2.089	Other Crane Costs		LS		By Sub
2.090	Material Hoist		WK		By Sub
2.091	Personnel Hoist		LS		By Sub
2.092	Erect Hoists		LS		By Sub
2.093	Hoist Landings		LS		By Sub
2.094	Temporary Hoist Operation		MO		By Sub
2.095	Hoisting for Subs		LS		By Sub
2.096	Scaffolding		LS		By Sub
2.097	Other Hoisting & Materials Management Costs		LS		By Sub



COST PROPOSAL DETAIL

Item #	Description	Quantity	Unit	Unit Cost	Total Cost
2.000	Contractor's Proposal of Costs to Be Reimbursed (Not to Exceed Topset)				
2.C	Contractor's Onsite Reimbursable Expenses				
Temporary Protection of the Work					
2.098	Temporary Site Protection not w/Erosion Control		LS		By Sub
2.099	Temporary Building Protection	8	WK	\$ 350	2,800
2.100	Temporary Building Heat not w/Gas Charges		WK		By Sub
2.101	Dewatering System & Other Water Removal		LS		By Sub
2.102	Snow Removal - Allowance	1	LS	\$ 5,000	5,000
2.103	Other Protection of Work Items		WK		By Sub
Testing					
2.104	Soil Testing		LS		By Owner
2.105	Concrete Testing		LS		By Owner
2.106	Masonry Testing		LS		By Owner
2.107	Weld Testing		LS		By Owner
2.108	Other Materials Testing		LS		By Owner
Permits & Fees					
2.109	Building Permit		LS		Exclude
2.110	Plan Check Fee		LS		Exclude
2.111	Water Tap Fees		LS		Exclude
2.112	Sewer Tap Fees		LS		Exclude
2.113	Sanitary Tap Fees		LS		Exclude
2.114	Elevator Permit & Inspections		LS		By Sub
2.115	Mechanical & Electrical Permits & Inspections		LS		By Sub
2.116	Health Department Permits & Inspections		LS		N/A
2.117	Other Government Fees\Permits Required for FCO		LS		By Sub
Other Contractor Onsite Reimbursable Costs					
2.118	Other Onsite Costs Needed for the Work		LS		0
2.C	Contractor's Estimated Onsite Reimbursable Expenses - Subtotal				30,965
2.000	Contractor's Total Proposed Costs to Be Reimbursed				465,933

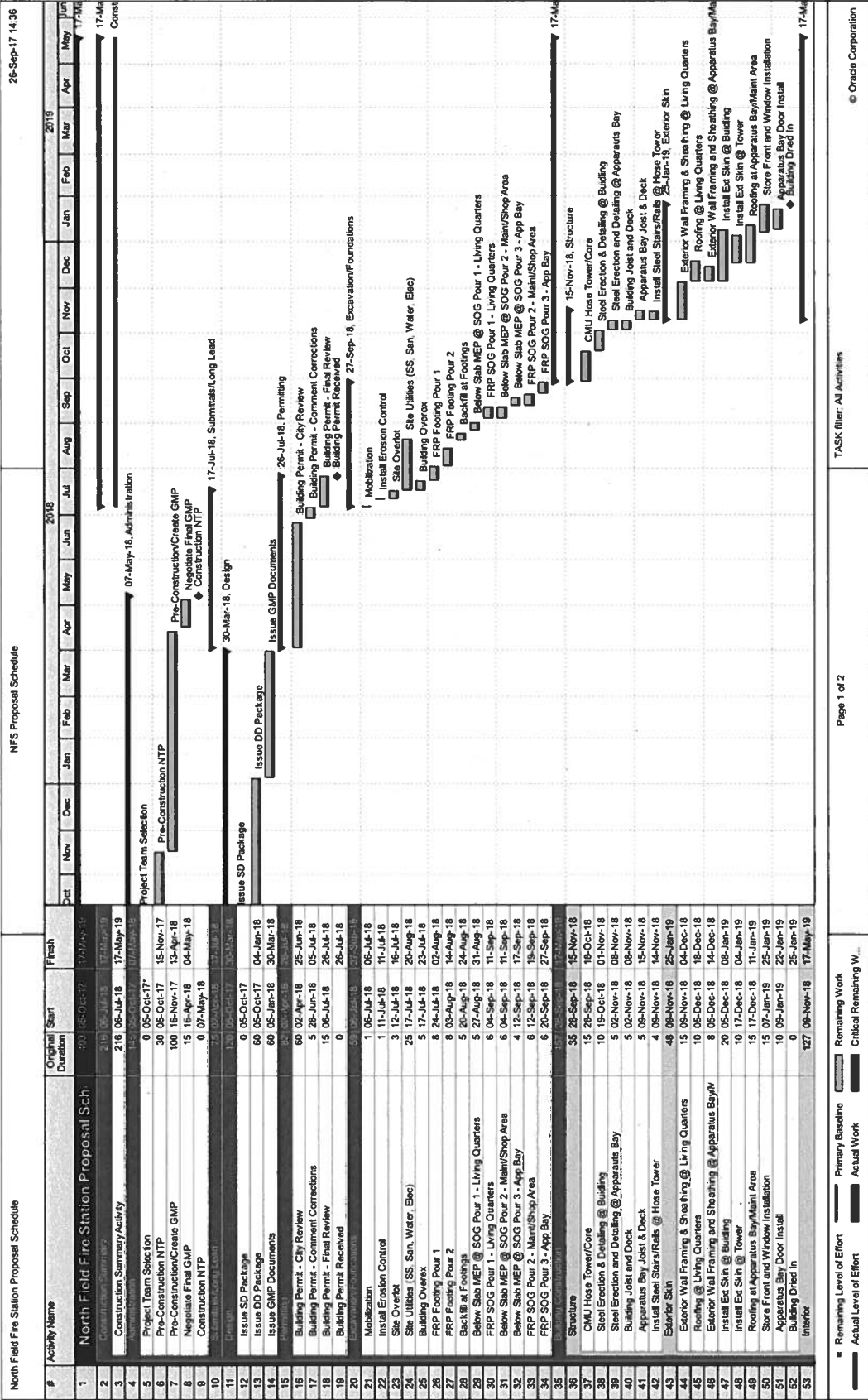
**FEE AND COST
PROPOSAL
SUMMARY**

FEE AND COST PROPOSAL SUMMARY

Item #	Description	
1.000	Contractor's Fee Summary	
1.A	Construction Team's Preconstruction Fee	10,400
1.B	Construction Team's Construction Fee	285,000
1.000	Contractor's Total Fee Proposal	295,400
2.000	Contractor's Cost Proposal Summary	
2.A	Insurance	122,925
2.B	Onsite Staff	312,043
2.C	Onsite Reimbursable Expenses	30,965
2.000	Contractor's Total Cost Proposal	465,933
CONTRACTOR'S FEE + COST PROPOSAL		761,333

SCHEDULE

SCHEDULE

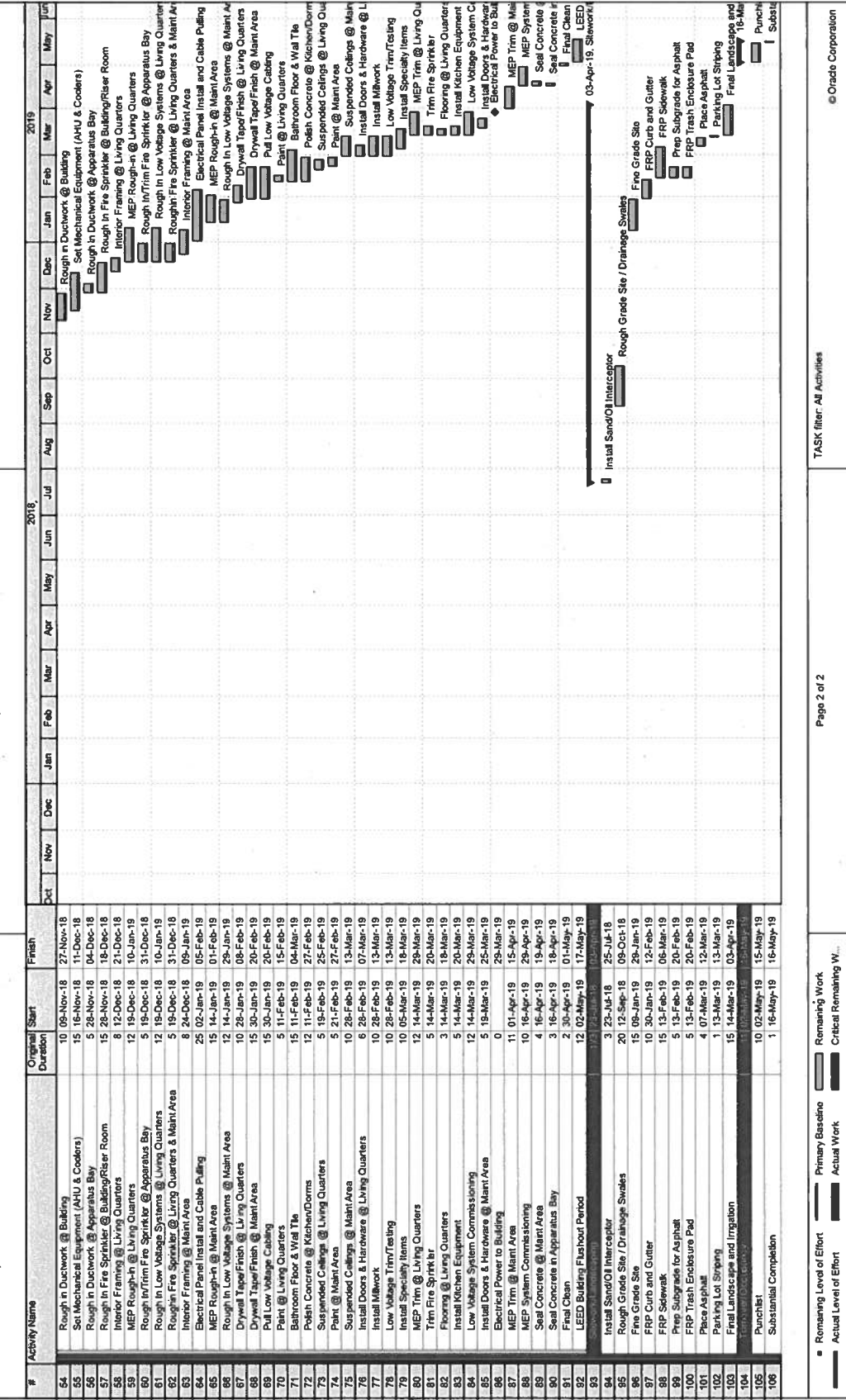


SCHEDULE

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NFS Proposal Schedule

North Field Fire Station Proposal Schedule



TASK filter: All Activities

Page 2 of 2

Remaining Level of Effort
 Primary Baseline
 Actual Work
 Remaining Work
 Critical Remaining Work

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SUBCONTRACTOR LIST

Subcontractor List

SUBCONTRACTOR LIST

Our market penetration with local subcontractors for project specific CSI codes is shown in the table below. The table is a summary of the Denver market from Smart Bid Net. The full list of the companies included under each CSI code can be provided, if necessary, for award.

CSI Code	Description	Number of Companies
01500	Temporary Facilities and Controls	4
01550	Traffic Control	39
01720	Surveying	53
01740	Construction Cleaning	61
02000	Site Construction	5
02100	Site Remediation	74
02200	Site Preparation	8
02220	Site Demolition	148
02240	Dewatering	134
02300	Earthwork	265
02360	Soil Treatment	102
02370	Erosion & Sediment Control	153
02378	Riprap & Rock Lining	154
02500	Utility Services	226
02641	Inlets & Manholes	4
02740	Asphalt Pavement	135
02750	Concrete Pavement	139
02820	Fences & Gates	72
02900	Planting	4
02910	Landscaping	167
02920	Lawns & Grasses	7
03300	Concrete Form / Place / Finish	189
04200	Masonry	116
05100	Structural Metal Framing	85
05300	Metal Deck	47
05500	Miscellaneous Metals	109
06100	Rough Carpentry	130
06400	Architectural Woodwork	132
07210	Building Insulation	110
07270	Air Barriers	5
07430	Composite Building Panels	6

CSI Code	Description	Number of Companies
07500	Membrane Roofing	87
07610	Sheet Metal Roofing	2
07900	Joint Sealers	64
08100	Metal Doors & Frames	83
08330	Coiling Doors & Coiling Grilles	33
08360	Overhead Doors	35
08700	Hardware	78
08710	Finish Hardware	4
09250	Drywall / Gypsum Board	160
09300	Ceramic / Quarry Tile	105
09510	Acoustical Ceilings	88
09900	Paints & Coatings	172
10000	Specialties	10
10160	Toilet Compartment	1
10400	Signage	62
10800	Toilet, bath, & laundry specialties	23
11130	Audio-visual equipment	98
11400	Food service equipment	26
12300	Manufactured casework	33
15000	Mechanical	235
15400	Plumbing	130
15700	HVAC	146
16000	Electrical	294
16710	Security / Fire Alarm System	106

SELF-PERFORMED WORK

SELF-PERFORMED WORK

Work PCL Plans to Self-Perform on this project

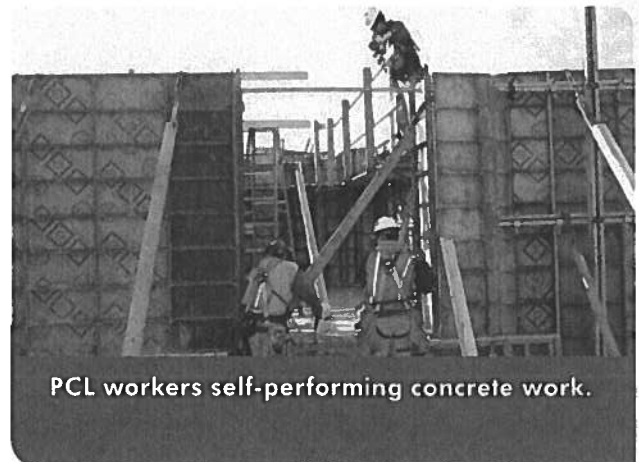
PCL intends to compete to self-perform the concrete foundation scope of work on the project along with miscellaneous carpentry scopes. For more than 100 years, PCL has held to the core belief that self-performing work is the key to our continued success. Last year, PCL worked over 18,000,000 work hours of self-performed work throughout the organization and with over 225,000 work hours in Colorado. Using our own resources has allowed us to leverage our experience, strength, and flexibility while providing greater control over the schedule, quality, safety and overall direction of projects.

Our process of competing for self-performed work, is completely transparent. Our competitive prices to self-perform will be presented to the City & County of Denver hours in advance of the bid deadline given to other competing subcontractors. Once subcontractor bids are received, we will evaluate scope, price, exclusions, rates, schedule commitments, etc., in full cooperation with the project team.


PCL's Self-Perform Capabilities

In addition to concrete, PCL self-performs many other interior scope of work depending on the size and complexity. We have found that a busy subcontractor market can hinder projects with smaller or specialty scopes of work. We have taken action to hire or train our hourly personnel to become craftsman that can provide many scopes of work so we can react quicker to the needs of our projects. PCL's Denver District is capable of self-performing the following work:

- 🔩 Concrete formwork, placing and finishing
- 🔩 Surveying, layout & building control
- 🔩 Carpentry and millwork
- 🔩 Door, frame and hardware installation
- 🔩 Temporary power systems
- 🔩 Temporary heating systems and enclosures
- 🔩 General conditions and house keeping
- 🔩 Safety provisions – handrails, platforms, access ladders
- 🔩 Interior wall framing, drywall, and finishing
- 🔩 Painting
- 🔩 Hoisting facilities – tower cranes, man/material hoists, mobile cranes
- 🔩 Installation of specialty items
- 🔩 Epoxy flooring



PCL workers self-performing concrete work.



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DENVER, CO 80222
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WWW.PCL.COM\DENVER

EXHIBIT B

KEY PERSONNEL

Key Personnel

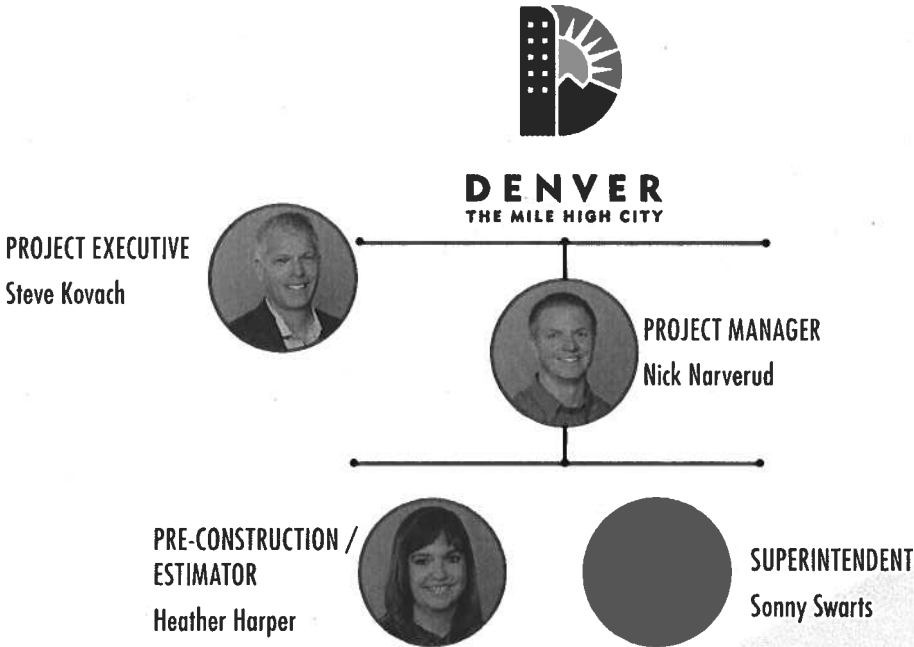
SECTION 3. KEY PERSONNEL

Answers Selection Criteria #1.a

Careful consideration has been made to the selection of the individuals who make up the PCL project team. Our staffing strategy must strike a balance of bringing the right talent, experience, and personality without underestimating the project needs. Our proposed PCL staff was selected because they meet the following criteria:

- ☞ Experience with CM/GC preconstruction, budget and schedule management
- ☞ Experience with CCD and DFD and new build fire stations
- ☞ Recent project experience as a team on the award-winning new build DFD Fire Station #35 at DEN
- ☞ Experience with CM/GC contracts with municipal or other government entities
- ☞ Experience with phased permitting / fast-track projects
- ☞ Safety and quality trained
- ☞ Focused leadership
- ☞ Relationship driven individuals

PCL's staff understands the needs and challenges associated with constructing this project. We are your partners and solution providers to ensure difficult projects are done right. With Steve, Nick, Heather and Sonny, the City & County of Denver will find proven partners that are committed to the new Northfield Fire Station and the on-time and on budget delivery.



STEVE KOVACH

PROJECT EXECUTIVE



With Steve's 27 years of industry experience, he is a seasoned construction professional bringing expertise in leading complex construction projects. His extensive civil and building experience, many for government entities, will be invaluable on this project. As the Project Executive Steve is responsible for the overall success of the project and is available during the preconstruction and construction phases. In addition, he will conduct regular reviews of the project's progress.

PROJECT EXPERIENCE RELEVANCY

- Experience with municipal clients on CM/GC projects
- Commitment to relationships
- Ensuring strong team dynamics and partnerships

REFERENCES

David Hopkins
United States GSA
303.236.3393
david.r.hopkins@gsa.gov

Dan Cohen
BMP Metropolitan District
303.551.9599
dcohen@d4urban.com

Anders Lindgren
Balfour Beatty Rail
303.885.2159
alindgren@bbi.us.com

RELEVANT PROJECTS

» **DU Administrative Office Building** | Denver, Colorado | \$14.5M | with Nick Narverud

Project Executive. Fast-tracked design-build project consists of a four-story 45,000SF office building housing 100 university employees. The building maintains an architectural character that harmonizes to a reasonable degree with DU's established aesthetic including brick veneer, copper panels and similar materials. **Relevancy to Northfield Fire Station: New building, Phased permitting, GMP, Similar Size**

» **ADD / Alter Communications Building** | Buckley AFB, Colorado | \$13.6M | with Sonny Swarts

Project Manager. The Add/Alter Communications Center is a two level, at grade and below grade, 50,000 SF expansion of an existing Communications building at Buckley AFB. The project consists of spread footing and sixteen foot high basement walls with a steel support structure. Lower level is slab on grade with a slab on metal deck main level. Exterior walls are masonry and stucco with storefront glazing. The roofing system is EPDM, with small areas of standing seam at the canopies. **Relevancy to Northfield Fire Station: New building, Government Agency, Concrete-Self Perform, Similar Size**

» **Civic Area Park Redevelopment** | Boulder, Colorado | \$6.9M | with Heather Harper

Project Executive. Redevelopment of the Civic Area Park and plaza in the heart of Boulder. Scope include a new pedestrian bridge across Boulder Creek, significant landscaping and earthwork re-shaping and dynamic play area. **Relevancy to Northfield Fire Station: Government Agency, CM/GC, Similar Size**

» **Denizen Transit Oriented Development** | Denver, Colorado | \$53M

Construction Manager. Design-build urban renewal transit oriented development project. Project included two 5-level for-rent apartment buildings totaling more than 300,000 SF across 275 units. To enable the apartment construction, stormwater relief was required for the West Washington Park neighborhood through the Dakota Outfall component. **Relevancy to Northfield Fire Station: Government Agency, GMP**

» **SERE Ridgeway Parking Structure** | Lone Tree, Colorado | \$25M

Project Executive. 1,300 space four-story parking garage at the Ridgeway Parkway light rail station for RTD's Southeast Rail Extension program. **Relevancy to Northfield Fire Station: Government Agency, GMP**



NICK NARVERUD

PROJECT MANAGER

Nick's 15 years of construction experience has given him the knowledge of the fine details at all levels of construction. His background in construction surveying, field engineering, estimating, project engineering, LEED management and quality control have proven their value in the fact that two of the projects he held top levels of responsibility received an outstanding rating from the US Corps of Engineers. Nick will be the main point of contact with City of Denver for the Northfield Fire Station. He will maintain project wide reporting, monitoring systems and procedures. He will also ensure subcontractor and supplier conformance to the project requirements and goals.

PROJECT EXPERIENCE RELEVANCY

- Design-build construction of a fire station
- Experience with municipal clients on CM/GC projects
- Commitment to relationships
- Safety and Quality focused
- Ensure communication of existing team

REFERENCES

David Bruce

Denver International Airport
303.342.2028
david.bruce@flydenver.com

Ted Hagan

Denver Public Schools
720.271.0311
theodore_hagan@dpskd.com

Jennifer Cordes

Hord Coplan Macht (HCM)
303.607.0977
jcordes@hcm2.com

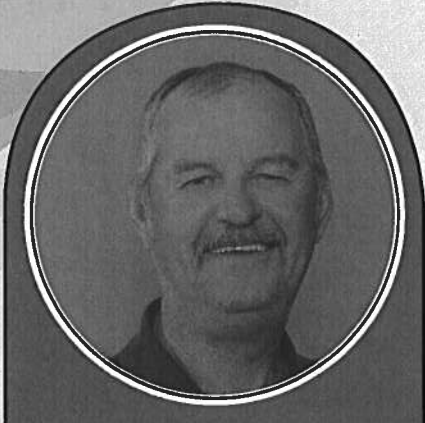
RELEVANT PROJECTS

- » **DEN Fire Station No. 35** | Denver, Colorado | \$9.4M | with Sonny Swarts, Heather Harper
Project Manager. Construction of a new fire station for the Denver Fire Department located at Denver International Airport. The aesthetic design provides a modern architectural direction with a strong emphasis using industrial and aviation building cues. The building supports 10 fire fighters and DFD administration staff with housing and administrative space along with a four truck apparatus bay. Fire station is 2 levels, houses 4 fire trucks and has a hose tower for training. **Relevancy to Northfield Fire Station: Fire Station, Municipal Agency, Design-Build, Similar Size**
- » **DU Administrative Office Building** | Denver, Colorado | \$14.5M | with Steve Kovach
Project Manager. Fast-tracked design-build project consists of a four-story 45,000SF office building housing 100 university employees. The building maintains an architectural character that harmonizes to a reasonable degree with DU's established aesthetic including brick veneer, copper panels and similar materials. **Relevancy to Northfield Fire Station: New building, Phased permitting, GMP, Similar Size**
- » **DEN Data Center** | Denver, Colorado | \$9.8M | with Sonny Swarts
Project Manager. Design-build of a modular data center located on the south campus of DEN. Center IDS Type 3, with two generators and two separate power sources to be a self-supporting building. **Relevancy to Northfield Fire Station: New building, Government Agency, Design-Build, Similar Size**
- » **Denver Fire Department Fire Station Remodels** | Denver, Colorado | \$2.3M
Project Manager. Renovations of the interiors of five different fire stations for the Denver Fire Department. Work included renovation of kitchens, bathrooms, new flooring, new storage for staff and fresh paint. Expansion of the hose towers with new metal decking was included. Fire stations were phased so the city was not disrupted in an emergency. **Relevancy to Northfield Fire Station: Fire Station, Municipal Agency**
- » **DPS GALS at Del Pueblo Renovation Phase I** | Denver, Colorado | \$4M | with Heather Harper
Project Manager. Consisted of two major components; an interior renovation of an existing school and the addition of a new gymnasium. Interior renovation included conversion of the existing gymnasium into classroom spaces, removal and installation of new walls, related systems and finishes for new classroom space, expansion of the existing fire suppression system to the entire building. New 7,400 SF gymnasium is connected to the existing building and is comprised of structural steel, precast panels, metal panels and EPDM roof. **Relevancy to Northfield Fire Station: New building, Municipal Agency, CM/GC, Similar Size, Experience with Denver Public Schools**



SONNY SWARTS

SUPERINTENDENT



Sonny has 43 years of experience working new construction and renovation projects to ensure that the work is safely executed around the needs of existing operations. He has the safety expertise and credentials to deliver the level of site planning required to effectively maintain a safe and environmental responsible site for workers and the public.

Sonny will organize an efficient and effective construction plan, maintain a safe and environmentally responsible building site, and motivate the subcontractors to provide exceptional quality and craftsmanship with mutual respect for each other.

PROJECT EXPERIENCE RELEVANCY

- Design-build construction of a fire station
- Experience with municipal clients on CM/GC projects
- Self-perform concrete
- Safety focused

REFERENCES

David Bruce
Denver International Airport
303.342.2028
david.bruce@flydenver.com

Paul Sun
Denver International Airport
303.342.2624
paul.sun@flydenver.com

RELEVANT PROJECTS

» **DEN Fire Station No. 35** | Denver, Colorado | \$9.4M | with Nick Narverud, Heather Harper Superintendent. Construction of a new fire station for the Denver Fire Department located at Denver International Airport. The aesthetic design provides a modern architectural direction with a strong emphasis using industrial and aviation building cues. The building supports 10 fire fighters and DFD administration staff with housing and administrative space along with a four truck apparatus bay. Fire station is 2 levels, houses 4 fire trucks and has a hose tower for training. **Relevancy to Northfield Fire Station: Fire Station, Municipal Agency, Design-Build, Similar Size, Concrete Self-Perform**

» **DEN Data Center** | Denver, Colorado | \$9.8M | with Nick Narverud Superintendent. Design-build of a modular data center located on the south campus of DEN. Center IDS Type 3, with two generators and two separate power sources to be a self-supporting building. **Relevancy to Northfield Fire Station: New building, Government Agency, Design-Build, Similar Size, Concrete Self-Perform**

» **DEN TSA Baggage Claim** | Denver, Colorado | \$11M | with Heather Harper Superintendent. Consists of updating the baggage handling systems within the west and east sides of Jeppesen Terminal. Scope of work involves the structural, mechanical, plumbing and interior renovations to accommodate the new system. **Relevancy to Northfield Fire Station: Municipal Agency, Similar Size**

» **ADD / Alter Communications Building** | Buckley AFB, Colorado | \$13.6M | with Steve Kovach Superintendent. The Add/Alter Communications Center is a two level, at grade and below grade, 50,000 SF expansion of an existing Communications building at Buckley AFB. The project consists of spread footing and sixteen foot high basement walls with a steel support structure. Lower level is slab on grade with a slab on metal deck main level. Exterior walls are masonry and stucco with storefront glazing. The roofing system is EPDM, with small areas of standing seam at the canopies. **Relevancy to Northfield Fire Station: New building, Government Agency, Concrete Self-Perform, Similar Size**

» **NIST Advanced Laboratory** | Boulder, Colorado | \$16.8M | Superintendent. 277,000 SF advanced testing facility that included instrument labs, class 100 and class 1000 cleanrooms, and ancillary office and support areas. The NIST facility is an international leader in technologies including electromagnetics, nanotechnology, optoelectronics, and laser science; and it is home to the world's most accurate atomic clock. **Relevancy to Northfield Fire Station: New building, Government Agency, Concrete Self-Perform**



AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made and entered into as of the date set forth below by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **PCL CONSTRUCTION SERVICES, INC.**, a Colorado corporation, whose address is 2000 South Colorado Boulevard, Suite 2-500, Denver, Colorado 80222 (“Contractor”).

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated February 7, 2018 for construction related services for the Northfield Fire Station located on the southeast corner of Central Park Boulevard and 50th Avenue in Denver, 9150 East 50th Avenue (the “Agreement”); and

WHEREAS, the Parties desire to amend the Agreement to add to the Contractor’s Basic Services and increase compensation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. All references to “**Exhibit A**” in the existing Agreement shall be amended to read: “**Exhibit A and Exhibit A-1.**” The Scope of Work marked as **Exhibit A-1** is attached hereto and incorporated herein by this reference.

2. Section 1.3 of the Agreement entitled “**Budget**” is hereby amended to read as follows:

“**1.3 Budget.** The Contractor acknowledges that there are limited funds available to design and construct the Project. The City’s pre-construction budget for this Project is **TWENTY-FOUR THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$24,400.00)** (the “Project Budget”) and is subject to increase or decrease at the sole discretion of the Manager of Public Works, prior to establishing a GMP for the Construction Services Phase of the Project.”

3. Section 6.1 of the Agreement entitled “**Basic Services**” is hereby amended to read as follows:

“**6.1 Basic Services.** The Contractor’s Basic Services shall consist of all preconstruction and related work and services set forth in Article 5 and **Exhibit A**. The Contractor shall be compensated for all such services performed on a lump sum basis. The maximum amount payable for all Basic Services shall be the lump

sum amount of **TWENTY-FOUR THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$24,400.00)**. Compensation shall be paid to the Contractor monthly, based upon pay applications and progress reports accepted and approved by the Project Manager. Upon successful completion of Pre-Construction Services, the City may in its sole discretion elect to execute a CM/GC Construction Contract with Contractor.”

4. Section 6.3 of the contract entitled “**Maximum Contract Amount**” is hereby amended to read as follows:

“**6.3 Maximum Contract Amount.** The “Maximum Contract Amount” to be paid by the City to the Contractor under this Agreement shall not exceed the sum of **TWENTY-FOUR THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$24,400.00)**.”

5. Section 6.4 of the Agreement entitled “**Funding**” is hereby amended to read as follows:

“**6.4 Funding.** It is expressly understood and agreed by the Contractor that the Contractor is undertaking this performance for a “not to exceed,” maximum fee for the Project. It is further understood and agreed by the Contractor that the total obligation of the City for all or any part of its payment obligations hereunder, whether direct or contingent, shall in no event extend beyond payment of the lesser of the amounts duly and lawfully encumbered for the purposes of the Agreement or the Maximum Contract Amount set forth above. The City has, as of the date first set forth above, duly and lawfully encumbered the sum of **TWENTY-FOUR THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$24,400.00)** for the purposes of this Agreement. With respect to all such performance and funding, the Contractor understands and agrees that the provision of any services which would cause the total amount payable to Contractor to exceed the amount of previously encumbered funds, is strictly prohibited. In the event the continuation of services by the Contractor would cause the amount payable to Contractor to exceed the amount payable under Sections 6.1 and 6.2, the Contractor agrees to give the Project Manager at least four (4) weeks’ written notice of the exhaustion of available funds. In the event additional funds are not made available within such four (4) week period, the Contractor agrees to stop providing services until such time as additional funds are made available and encumbered for the purposes of the Agreement. It shall be the responsibility of the Contractor to verify that the amounts already encumbered are sufficient to cover the entire cost of such work. Work or services performed in excess of the amount encumbered or outside the scope of authorized work or services is undertaken or performed in violation of the terms of this Agreement and, as such, at the Contractor’s own risk and sole cost and expense. Funding for the Project has been budgeted over several years, and the City reserves the right to suspend work and the Contractor will not be compensated monetarily for the time delay.”

6. Except as herein amended, the Agreement is affirmed and ratified in each and every particular. As amended hereby, the Agreement shall continue in full force and effect.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PWADM-201738161-01

Contractor Name: PCL CONSTRUCTION SERVICES INC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of May 04, 2018.



SEAL

CITY AND COUNTY OF DENVER

ATTEST:

Debra Johnson
Debra Johnson, Clerk and Recorder,
Ex-Officio Clerk of the City and
County of Denver

By Michael B. Hancock
Michael B. Hancock, Mayor

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of
Denver

By John G. McGrath
John G. McGrath, Assistant City
Attorney

By Brendan Hanlon
Brendan Hanlon, CFO of Finance

By Timothy M. O'Brien
Timothy M. O'Brien, Auditor



Contract Control Number: PWADM-201738161-01

Contractor Name: PCL CONSTRUCTION SERVICES INC

By: Michael Harms

Name: Michael Harms
Vice President and District Manager
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: Gena M Hannaway

Name: Gena M. Hannaway
Secretary/Treasurer
(please print)

Title: _____
(please print)





CONSTRUCTION

SHARING YOUR VISION. BUILDING SUCCESS.

EXHIBIT A.1

March 5, 2018

Attn: Brandon Gainey
Northfield Fire Station 39

Re: **Pre-construction Professional Services**

The following is PCL Cost for the Professional Services for the Northfield Fire Station 39

Structural Steel Detailing and Shop Drawing Preparation to assist in design coordination, constructability review and cost preparation

- Cost: \$12,000

Engineering coordination for Communication Tower Profile Drawing and Foundation Design

- Cost: \$2,000

Total for professional services \$14,000

Please contact me with any questions

Nick Narverud
Project Manager
PCL Construction

PCL CONSTRUCTION SERVICES, INC.

2000 South Colorado Boulevard Suite 2-500 Denver, CO 80222
Telephone: 303-365-6500 ♦ Fax: 303-365-6515 ♦ www.pcl.com

EXHIBIT E
Equal Employment Opportunity Provisions
RULES AND REGULATIONS
REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

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

RULE I - DEFINITIONS

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

RULE II - NOTICE OF HEARING

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

RULE III - HEARING

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

REGULATIONS

REGULATION NO. 1 - ORDINANCE:

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

REGULATION NO. 2 - EXEMPTIONS:

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

REGULATION NO. 3 - DIRECTOR OF CONTRACT COMPLIANCE:

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

REGULATION NO. 4 - GOALS AND TIMETABLES:

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

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

REGULATION NO. 5 - AWARD OF CONTRACTS:

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

REGULATION NO. 6 - PUBLICATION AND DUPLICATION:

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

REGULATION NO. 7 - NOTICE TO PROCEED:

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

REGULATION NO. 8 - CONTRACTS WITH SUBCONTRACTORS:

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

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

REGULATION NO. 9 - AGENCY REFERRALS:

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

REGULATION NO. 10 - CLAUSES:

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

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

All amendments to the appendices shall be included by reference.

REGULATION NO. 11 - SHOW CAUSE NOTICES:

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

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

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

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

APPENDIX A

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

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

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

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

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

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

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

APPENDIX F

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

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

NOTICE

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

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

/s/ _____

Manager of Public Works
City and County of Denver

A. REQUIREMENTS - AN AFFIRMATIVE ACTION PLAN:

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

1. GOALS AND TIMETABLES:

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

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

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

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

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

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

2. SPECIFIC AFFIRMATIVE ACTION STEPS:

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

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

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

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

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

3. NON - DISCRIMINATION:

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

4. COMPLIANCE AND ENFORCEMENT:

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

B. CONTRACTORS SUBJECT TO THESE BID CONDITIONS:

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

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

C. OBLIGATIONS APPLICABLE TO CONTRACTORS:

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

D. GENERAL REQUIREMENTS:

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

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

EXHIBIT F
Prevailing Wage Schedules



DENVER
THE MILE HIGH CITY

Office of Human Resources
Denver's Human Resource Agency

201 W. Colfax, Department 412

Denver, CO 80202

p: 720.913.5751

f: 720.913.5720

www.denvergov.org/humanresources

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Susan Keller, Human Resources Technician II
DATE: Wednesday, August 2, 2017
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The attached Prevailing Wage Schedule is effective as of **Friday, July 21, 2017** 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. CO170030
Superseded General Decision No. CO20160030
Modification No. 10
Publication Date: 7/21/17
(4 pages)

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

For questions call (720) 913-5726.

Attachments as listed above.

General Decision Number: CO170030 07/21/2017 CO30

Superseded General Decision Number: CO20160030

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	01/13/2017
2	01/27/2017
3	02/03/2017
4	04/07/2017
5	04/21/2017
6	05/19/2017
7	05/26/2017
8	06/02/2017
9	06/09/2017
10	07/21/2017

ASBE0028-002 07/01/2016

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 29.73	13.93

CARP0055-002 11/01/2016

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 26.25	8.64

CARP1607-001 06/01/2016

	Rates	Fringes
MILLWRIGHT.....	\$ 31.38	12.70

ELEC0068-012 06/01/2017

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 34.70	14.97

ELEV0025-001 01/01/2017

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 42.35	31.58

FOOTNOTE:

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

ENGI0009-017 05/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
141 tons and over.....	\$ 29.82	10.10
50 tons and under.....	\$ 27.75	10.10
51 to 90 tons.....	\$ 27.92	10.10
91 to 140 tons.....	\$ 28.55	10.10

IRON0024-009 05/01/2017

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 26.30	12.25

IRON0024-010 05/01/2017

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 26.30	12.25

PAIN0079-006 08/01/2016

	Rates	Fringes
PAINTER (Brush, Roller and Spray; Excludes Drywall		

Finishing/Taping).....	\$ 20.00	7.91

PAIN0079-007 08/01/2016		
	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 21.05	7.91

PAIN0419-001 07/01/2016		
	Rates	Fringes
SOFT FLOOR LAYER (Vinyl and Carpet).....	\$ 20.00	10.83

PAIN0930-002 07/01/2016		
	Rates	Fringes
GLAZIER.....	\$ 31.02	8.62

PLUM0003-009 06/01/2017		
	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 34.53	16.44

* PLUM0208-008 06/01/2017		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 33.30	17.65

SFCO0669-002 04/01/2017		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 36.73	20.47

* SHEE0009-004 07/01/2017		
	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 33.26	16.61

SUCO2013-006 07/31/2015		
	Rates	Fringes

BRICKLAYER.....	\$ 21.96	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 22.40	4.85
CARPENTER (Metal Stud Installation Only).....	\$ 17.68	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation.....	\$ 21.09	6.31
CEMENT MASON/CONCRETE FINISHER...	\$ 20.09	7.03
LABORER: Common or General.....	\$ 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)
Supp #101, Date: 11-28-2016

<u>Classification</u>		<u>Base</u>	<u>Fringe</u>
Boilermakers		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Journeyman Tile Setter		\$26.83	\$8.48
Laborers: Concrete Saw		\$13.89	-
Paper Hanger		\$20.15	\$6.91
Plasters		\$24.60	\$12.11
Plaster Tenders		\$10.79	-
Power Equipment Operators (Concrete Mixers):			
	Less than 1 yd	\$23.67	\$10.67
	1 yd and over	\$23.82	\$10.68
Power Equipment Operators:			
	Loader up to and incl 6 cu yd	\$23.67	\$10.67
	Motor Grader	\$23.97	\$10.70
	Roller	\$23.67	\$10.67
	Drillers	\$23.97	\$10.70
	Loaders over 6 cu yd	\$23.82	\$10.68
	Oilers	\$22.97	\$10.70
	Mechanic	\$18.48	
Tile Finisher-Floor Grinder- Base Grinder		\$20.87	\$8.42
Truck Drivers	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11

- Caulkers—Receive rate prescribed for craft performing operation to which caulking is incidental .i.e. glazier, painter, brick layer, cement mason.
- Use the “Carpenters, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation” rates published by the Federal Davis-Bacon rates for batt insulation, pre-stress concrete and tilt up concrete walls.
- Use the “Laborer—Common”, for General Housekeeping, Demolition, Final Cleanup and Indoor Fence Installer.
- Trade classification workers cannot be classified as common laborers for performing incidental cleanup from the installation of their craft. Common Laborers perform final cleanup of the entire jobsite.
- Go to www.denvergov.org/Auditor to view the Prevailing Wage Clarification Document.
- See Denver City Auditor’s Office Prevailing Wage Clarification of Determinations for a list of complete classification used at Denvergov.org/Auditor.



DENVER
THE MILE HIGH CITY

Office of Human Resources
Denver's Human Resource Agency

201 W. Colfax, Department 412

Denver, CO 80202

p: 720.913.5751

f: 720.913.5720

www.denvergov.org/humanresources

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Susan Keller, Human Resources Technician
DATE: Wednesday, August 2, 2017
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday, July 21, 2017** 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. CO170012
Superseded General Decision No. CO20160012
Modification No. 8
Publication Date: 7/21/17
(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.

For questions please call (720) 913-5726.

Attachments as listed above.

General Decision Number: CO170012 07/21/2017 CO12

Superseded General Decision Number: CO20160012

State: Colorado

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	01/20/2017
2	02/03/2017
3	04/07/2017
4	05/19/2017
5	05/26/2017
6	06/02/2017
7	06/09/2017
8	07/21/2017

ASBE0028-001 07/01/2016

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 29.73	13.93

BRCO0007-004 01/01/2017

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

	Rates	Fringes
BRICKLAYER.....	\$ 26.62	7.99

BRCO0007-006 05/01/2017

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 25.32	9.90

 ELEC0012-004 09/01/2016

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN		
Electrical contract over		
\$1,000,000.....	\$ 28.00	11.00+3%
Electrical contract under		
\$1,000,000.....	\$ 24.85	11.00+3%

 ELEC0068-001 06/01/2017

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

	Rates	Fringes
ELECTRICIAN.....	\$ 34.70	14.97

 ELEC0111-001 01/01/2017

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 24.87	22.25%+\$5.75
Line Equipment Operator.....	\$ 30.36	22.25%+\$5.75
Lineman and Welder.....	\$ 43.51	25.25%+\$5.75

 ELEC0113-002 06/01/2017

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 31.00	15.38

 ELEC0969-002 06/01/2015

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 24.00	7.92

 ENGI0009-001 05/01/2017

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 27.92	10.10
Blade: Rough.....	\$ 27.60	10.10
Bulldozer.....	\$ 27.60	10.10
Cranes: 50 tons and under..	\$ 27.75	10.10

Cranes: 51 to 90 tons.....	\$ 27.92	10.10
Cranes: 91 to 140 tons.....	\$ 28.55	10.10
Cranes: 141 tons and over...	\$ 29.82	10.10
Forklift.....	\$ 27.22	10.10
Mechanic.....	\$ 28.08	10.10
Oiler.....	\$ 26.84	10.10
Scraper: Single bowl under 40 cubic yards.....	\$ 27.75	10.10
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 27.92	10.10
Trackhoe.....	\$ 27.75	10.10

IRON0024-003 05/01/2017

	Rates	Fringes
Ironworkers:.....	\$ 26.30	21.45
Structural		

LABO0086-001 05/01/2009

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

PLUM0003-005 06/01/2017

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

	Rates	Fringes
PLUMBER.....	\$ 39.08	16.44

* PLUM0058-002 07/01/2017

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 36.50	14.10

* PLUM0058-008 07/01/2017

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 36.50	14.10

PLUM0145-002 07/01/2016

MESA COUNTY

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

PLUM0208-004 06/01/2016

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

	Rates	Fringes
PIPEFITTER.....	\$ 37.10	16.62

* SHEE0009-002 07/01/2017		
	Rates	Fringes
Sheet metal worker.....	\$ 33.26	16.61

TEAM0455-002 07/01/2016		
	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 20.16	4.02
Tandem/Semi and Water.....	\$ 20.79	4.02

SUCO2001-006 12/20/2001		
	Rates	Fringes
BOILERMAKER.....	\$ 17.60	
Carpenters:		
Form Building and Setting....	\$ 16.97	2.74
All Other Work.....	\$ 15.14	3.37
Cement Mason/Concrete Finisher....	\$ 17.31	2.85
IRONWORKER, REINFORCING.....	\$ 18.83	3.90
Laborers:		
Common.....	\$ 11.22	2.92
Flagger.....	\$ 8.91	3.80
Landscape.....	\$ 12.56	3.21
Painters:		
Brush, Roller & Spray.....	\$ 15.81	3.26
Power equipment operators:		
Backhoe.....	\$ 16.36	2.48
Front End Loader.....	\$ 17.24	3.23
Skid Loader.....	\$ 15.37	4.41

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

Office of Human Resources
Supplemental rates
(Specific to the Denver Projects)
(Supp #74, Date: 02-03-2012)

<u>Classification</u>		<u>Base</u>	<u>Fringe</u>
Ironworkers (Ornamental)		\$24.80	\$10.03
Laborers: Janitors/Yardmen		\$17.68	\$8.22
Laborers:			
	GROUP 1	\$18.18	\$8.27
	GROUP 2	\$21.59	\$8.61
Laborers: (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
Laborers (Removal of Asbestos)		\$21.03	\$8.55
Line Construction:			
	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwrights		\$28.00	\$10.00
Power Equipment Operators (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 Operators:			
	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 Drivers:			
	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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS
(TUNNELS ABOVE AND BELOW GROUND, SHAFTS, AND RAISES):

GROUP 1 - Brakeman

GROUP 2 - Motorman

GROUP 3 - Compressor

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

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

GROUP 6 - Mechanic Welder

GROUP 7 - Mole

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

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

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

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

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

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

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

GROUP 7 - tower cranes all types

LABORER CLASSIFICATIONS:

GROUP 1 –Erosion Control, Dowel Bars; Fence Erectors; Gabion Basket and Reno mattresses; Signaling, Metal Mesh; Stake Caser; Traffic Control Devices; Tie Bars and Chairs in Concrete; Paving; Waterproofing Concrete; Air, Gas, Hydraulic Tools and Electrical Tool Operators; Barco Hammers; Cutting Torches; drill; diamond and core drills; Core, diamond, air track including but not limited to; Joy, Mustang, PR-143, 220 Gardner-**Denver**, Hydrosonic, and water blaster operator; Chuck Tender; Electric hammers; Jackhammers; Hydraulic Jacks; Tampers; Air Tampers; Automatic Concrete Power Curbing Machines; Concrete Processing Material; Concrete Tender; Operators of concrete saws on pavement (other than gangsaws); Power operated Concrete Buggies; Hot Asphalt Labor; Asphalt Curb Machines; Paving Breakers; Transverse Concrete Conveyor Operator; Cofferdams; Boxtenders; Caisson 8' to 12'; Caisson Over 12'; Jackhammer Operators in Caissons over 12'; Labor applicable to Pipe coating or Wrapping; Pipe Wrappers, Plant and Yard; Relining

Pipe; Hydroliner (a plastic may be used to waterproof); Pipelayer on Underground Bores; Sewer, Water, Gas, Oil Conduit; Enamalers on Pipe, inside and out, Mechanical Grouters; Monitors; Jeep Holiday Detector Men; Pump Operators; Rakers; Vibrators; Hydro- broom, Mixer Man; Gunnite Nozzlemen; Shotcrete Operator; and chain saws, gas and electric; Sand Blaster; Licensed Powdermen; Powdermen and Blaster; Siphons; Signalmen; Dumpman/spotter; Grade Checker.

GROUP 2 - Plug and galleys in dams; Scalars; any work on or off Bridges 40' above the ground performed by Laborers working from a Bos'n Chair, Swing Stage, Life Belt, or Block and Tackle as a safety requirement.

TUNNEL LABORER CLASSIFICATIONS:

GROUP 1 - Outside Laborer - Above ground

GROUP 2 - Minimum Tunnel Laborer, Dry Houseman

GROUP 3 - Cable or Hose Tenders, Chuck Tenders, Concrete Laborers, Dumpmen, Whirley Pump Operators

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

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

Laborers (Removal of Asbestos) Removal or encapsulation of Asbestos Material (including removal of asbestos from mechanical systems that are going to be scraped) and work involving the removal, handling, or dealing with toxic or hazardous waste.

TRUCK DRIVER CLASSIFICATIONS:

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

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

GROUP 3 - Truck Driver Snow Plow.

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

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



DENVER
THE MILE HIGH CITY

Career Service Authority
Denver's Human Resource Agency

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

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Susan Keller, Human Resources Technician
DATE: Monday, June 12, 2017
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication is **Friday, June 9, 2017** 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. CO170019
Superseded General Decision No. CO20160019
Modification No. 2
Publication Date: 6/9/17
(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.

For questions call (720) 913-5726.

Attachments as listed above.

General Decision Number: CO170019 06/09/2017 CO19

Superseded General Decision Number: CO20160019

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	01/27/2017
2	06/09/2017

CARP9901-008 11/01/2016

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 25.50	7.47

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 05/01/2017

	Rates	Fringes
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POWER EQUIPMENT OPERATOR:

(3)-Hydraulic Backhoe (Wheel Mounted, under 3/4 yds), Hydraulic Backhoe (Backhoe/Loader combination), Drill Rig Caisson (smaller than Watson 2500 and similar), Loader (up to and including 6 cu. yd.).....\$ 27.60	9.15
(3)-Loader (under 6 cu. yd.) Denver County.....\$ 27.60	9.15
(3)-Motor Grader (blade- rough) Douglas County.....\$ 27.60	9.15
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....\$ 27.75	9.15
(4)-Loader (over 6 cu. yd) Denver County.....\$ 27.75	9.15
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....\$ 27.92	9.15
(5)-Motor Grader (blade- finish) Douglas County.....\$ 27.92	9.15
(6)-Crane (91-140 tons).....\$ 28.55	9.15

SUCO2011-004 09/15/2011

	Rates	Fringes
CARPENTER (Excludes Form Work)...	\$ 19.27	5.08
CEMENT MASON/CONCRETE FINISHER		
Denver.....	\$ 20.18	5.75
Douglas.....	\$ 18.75	3.00
ELECTRICIAN (Excludes Traffic Signal Installation).....	\$ 35.13	6.83
FENCE ERECTOR (Excludes Link/Cyclone Fence Erection).....	\$ 13.02	3.20
GUARDRAIL INSTALLER.....	\$ 12.89	3.20
HIGHWAY/PARKING LOT STRIPING:Painter		
Denver.....	\$ 12.62	3.21
Douglas.....	\$ 13.89	3.21
IRONWORKER, REINFORCING (Excludes Guardrail Installation).....	\$ 16.69	5.45
IRONWORKER, STRUCTURAL (Includes Link/Cyclone Fence		

Erection, Excludes Guardrail Installation).....	\$ 18.22	6.01
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LABORER

Asphalt Raker.....	\$ 16.29	4.25
Asphalt Shoveler.....	\$ 21.21	4.25
Asphalt Spreader.....	\$ 18.58	4.65
Common or General		
Denver.....	\$ 16.76	6.77
Douglas.....	\$ 16.29	4.25
Concrete Saw (Hand Held)....	\$ 16.29	6.14
Landscape and Irrigation....	\$ 12.26	3.16
Mason Tender-		
Cement/Concrete		
Denver.....	\$ 16.96	4.04
Douglas.....	\$ 16.29	4.25
Pipelayer		
Denver.....	\$ 13.55	2.41
Douglas.....	\$ 16.30	2.18
Traffic Control (Flagger)...	\$ 9.55	3.05
Traffic Control (Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags)(Excludes Flaggers).....	\$ 12.43	3.22

PAINTER (Spray Only).....	\$ 16.99	2.87
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POWER EQUIPMENT OPERATOR:

Asphalt Laydown		
Denver.....	\$ 22.67	8.72
Douglas.....	\$ 23.67	8.47
Asphalt Paver		
Denver.....	\$ 24.97	6.13
Douglas.....	\$ 25.44	3.50
Asphalt Roller		
Denver.....	\$ 23.13	7.55
Douglas.....	\$ 23.63	6.43
Asphalt Spreader.....	\$ 22.67	8.72
Backhoe/Trackhoe		
Douglas.....	\$ 23.82	6.00
Bobcat/Skid Loader.....	\$ 15.37	4.28
Boom.....	\$ 22.67	8.72
Broom/Sweeper		
Denver.....	\$ 22.47	8.72
Douglas.....	\$ 22.96	8.22
Bulldozer.....	\$ 26.90	5.59
Concrete Pump.....	\$ 21.60	5.21
Drill		
Denver.....	\$ 20.48	4.71
Douglas.....	\$ 20.71	2.66
Forklift.....	\$ 15.91	4.68
Grader/Blade		
Denver.....	\$ 22.67	8.72
Guardrail/Post Driver.....	\$ 16.07	4.41
Loader (Front End)		
Douglas.....	\$ 21.67	8.22
Mechanic		
Denver.....	\$ 22.89	8.72
Douglas.....	\$ 23.88	8.22

Oiler		
Denver.....	\$ 23.73	8.41
Douglas.....	\$ 24.90	7.67
Roller/Compactor (Dirt and Grade Compaction)		
Denver.....	\$ 20.30	5.51
Douglas.....	\$ 22.78	4.86
Rotomill.....	\$ 16.22	4.41
Screed		
Denver.....	\$ 22.67	8.38
Douglas.....	\$ 29.99	1.40
Tractor.....	\$ 13.13	2.95

TRAFFIC SIGNALIZATION:

Groundsman

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

TRUCK DRIVER

Distributor

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

Dump Truck

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

Lowboy Truck.....	\$ 17.25	5.27
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Mechanic.....	\$ 26.48	3.50
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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.....	\$ 18.39	4.13
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Truck Mounted Attenuator....	\$ 12.43	3.22
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Water Truck

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

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

**Office of Human Resources
Supplemental rates
(Specific to the Denver Projects)
Revised 4/11/2017)**

Classification		Base	Fringe
Millwrights		\$28.00	\$10.00
Line Construction:			
	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Power Equipment Operators (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 Operators:			
	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
Ironworkers (Ornamental)		\$26.05	\$12.00
Laborers (Removal of Asbestos)		\$21.03	\$8.55
Plumbers		\$30.19	\$13.55
Pipefitters		\$30.45	\$12.85
Truck Drivers:			
	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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS
(TUNNELS ABOVE AND BELOW GROUND, SHAFTS, AND RAISES):

GROUP 1 - Brakeman

GROUP 2 - Motorman

GROUP 3 - Compressor

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

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

GROUP 6 - Mechanic Welder

GROUP 7 - Mole

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

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

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

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

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

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

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

GROUP 7 - tower cranes all types.

TRUCK DRIVER CLASSIFICATIONS:

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

GROUP 2 - Fork Lift Driver, Straddle Truck Driver, Lumber Carrier, Liquid and Bulk Tankers Single Axle, Combination, Euclid Electric or Similar, Specialty and Hoisting, Truck Drivers Fuel Truck, Grease Truck, Combination Fuel and Grease.

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

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

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

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

EXHIBIT G
Payment and Performance Bond

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

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

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

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

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

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

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

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

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

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

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

Attest:

Secretary

Contractor

By: _____
President

Surety

By: _____
Attorney In Fact

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

APPROVED AS TO FORM:
Attorney for the City and County
of Denver

By: _____
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF
DENVER

By: _____
Mayor

By: _____
Exec. Dir. of Public Works



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

**PERFORMANCE AND PAYMENT BOND
 SURETY AUTHORIZATION
 (SAMPLE)**

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

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

RE: (Company name)

Contract No: «Contract_No»
 Project Name: «Project_Name»
 Contract Amount:

Performance and Payment Bond No.:

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through _____ insurance company, on _____, 20__.

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 don't hesitate to give me a call at _____.

Thank you.

Sincerely,



Protecting the Present & Building the Future
 Accountability, Innovation, Empowerment, Performance, Integrity,
 Diversity, Teamwork, Respect, Excellence, Safety

EXHIBIT H

**Final/Partial Lien Release Form
FINAL/PARTIAL RELEASE AND CERTIFICATE OF PAYMENT
(SUBCONTRACTOR/SUPPLIER)**

_____	Date: _____, 20____.
(PROJECT NO. and NAME)	
_____	Subcontract #: _____.
(NAME OF CONTRACTOR)	
_____	Subcontract Value: \$
(NAME OF SUBCONTRACTOR/SUPPLIER)	Last Progress Payment: \$
Check Applicable Box:	Date:
<input type="checkbox"/> MBE <input type="checkbox"/> WBE	Total Paid to Date: \$
	Date of Last Work: _____.

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

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

In consideration of \$_____ representing the Last Progress Payment referenced above and in further consideration of the Total Paid to Date, also referenced above, and other good and valuable consideration received and accepted by the undersigned this _____ day of _____, 20__, the Undersigned hereby releases and discharges the City and County of Denver (the "City"), the above referenced City Project, the City's premises and property and the above referenced Contractor from all claims, liens, rights, liabilities, demands and obligations, whether known or unknown, of every nature arising out of or in connection with the performance of the work effort.

As additional consideration for the payments referenced above, the undersigned agrees to defend, indemnify and save and hold harmless the City, its officers, employees, agents and assigns and the above-referenced Contractor from and against all costs, losses, damages, causes of action, judgments under the subcontract and expenses arising out of or in connection with any claim or claims against the City or the Contractor which arise out of the Undersigned's performance of the Work Effort and which may be asserted by the Undersigned or any of its suppliers or subcontractors of any tier or any of their representatives, officers, agents, or employees.

It is acknowledged that this release is for the benefit of and may be relied upon by the City and the referenced Contractor.

The foregoing shall not relieve the undersigned of any obligation under the provisions of the Undersigned's subcontract, as the subcontract may have been amended, which by their nature survive completion of the Undersigned's work effort including, without limitation, warranties, guarantees, insurance requirements and indemnities.

STATE OF COLORADO) ss.
CITY OF _____)

(Name of Subcontractor)

Signed and sworn before me this
day of _____, 20__.

By: _____

Notary Public/Commissioner of
Oaths
My Commission Expires

Title: _____

EXHIBIT I

Notice to Proceed Form



Denver Public Works
Engineering Division
Capital Projects Management – Dept. 506
Right-of-Way Services – Dept 507
Traffic Engineering Services – Dept 508
Policy and Planning – Dept. 509

201 West Colfax Ave, Dept 614
Denver, CO 80202
www.work4denver.com

Current Date

NOTICE TO PROCEED

(SAMPLE)

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 _____ «Contract No», as set forth in detail in the contract documents for the City and County of Denver.

With a contract time of _____ 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 exempt 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 payment applications.

Sincerely,

Lesley B. Thomas
City Engineer


cc:



Protecting the Present & Building the Future
Accountability, Innovation, Empowerment, Performance, Integrity,
Diversity, Teamwork, Respect, Excellence, Safety

EXHIBIT J

Contractor's Certification of Payment Form

	City and County of Denver						Office of Economic Development Compliance Unit		
	Division of Small Business Opportunity						201 W. Colfax Ave., Dept. 907 Denver, CO 80202 Phone: 720.913.1999		
	Contractor's/Consultant's Certification of Payment (CCP)								
Prime Contractor or Consultant:			Phone:			Project Manager:			
Pay Application #:		Pay Period:		Amount Requested: \$					
Project #:		Project Name:							
Current Completion Date:		Percent Complete:			Prepared By:				
(I) - Original Contract Amount: \$					(II) - Current Contract Amount: \$				
		A	B	C	D	E	F	G	H
Prime/Subcontractor/Supplier Name	M/W/S/E DBE/ NON	Original Contract Amount	% Bid (A/I)	Current Contract Amount Including Amendments	% Revised (C/II)	Requested Amount of this Pay Application	Amount Paid on the Previous Pay Application #	Net Paid To Date	Paid % Achieved (G/II)
Totals									
The undersigned certifies that the information contained in this document is true, accurate and that the payments shown have been made to all subcontractors and suppliers used on this project and listed herein. Please use an additional form, if more space is necessary.									
Prepared By (Signature):					Date:				
Page of									
COMP-FRM-027 rev 031816									



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

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

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

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

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

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

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

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

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

Rev 031816

EXHIBIT K

Final Receipt Form - Certificate of Final Release



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

Certificate of Contract Release
(SAMPLE)

Date

Name

Company

Street

City/State/Zip

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

Received this date of the City and County of Denver, as full and final payment of the cost of the improvements provided for in the foregoing contract, _____ dollars and cents (\$_____), in cash, being the remainder of the full amount accruing to the undersigned by virtue of said contract; said cash also covering and including full payment for the cost of all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto, and the undersigned hereby releases said City and County of Denver from any and all claims or demands whatsoever, regardless of how denominated, growing out of said contract.

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

Contractor’s Signature Date Signed

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



Protecting the Present & Building the Future
Accountability, Innovation, Empowerment, Performance, Integrity,
Diversity, Teamwork, Respect, Excellence, Safety

EXHIBIT L

Technical Specifications

[TO BE INCORPORATED BY REFERENCE]

EXHIBIT M

Contract Drawings

[TO BE INCORPORATED BY REFERENCE]

EXHIBIT N

Equipment Rental Rates

[TO BE PROVIDED BY CONTRACTOR]

**EQUIPMENT CHARGE OUT RATES - D4****Northfield Fire Station (2018 / 2019)**

Group	Class	Description	Charge Out Rates (Monthly)
Air Compressors			
A01	A1B	185CFM AIR COMPRESSOR	\$1,479.15
Buckets			
B07	B7A	CONCRETE BUCKET - 1 - 1-1/2 CY	\$755.13
B07	B7B	CONCRETE BUCKET - 1-1/2 - 3 CY	\$877.98
B07	B7D	4 CY CAMLEVER TRASH BUCKET	\$489.05
Aerial Equipment			
D02	D2H	SCISSOR LIFT 19' ELECT	\$831.00
D02	D2J	SCISSOR LIFT 24-32' ELECT	\$1,030.04
D02	D2E	SCISSOR LIFT 30-35' IC 4WD	\$1,600.00
D02	D2M	SCISSOR LIFT 36-49' IC 4WD	\$1,689.99
D02	D2N	SCISSOR LIFT 50-59' IC 4WD	\$2,853.31
D02	D2F	BOOM LIFT 45'-50' TELESCOPIC 4WD	\$2,763.60
D02	D2B	BOOM LIFT 60'-64' TELESCOPIC 4WD	\$3,260.38
D02	D2I	BOOM LIFT 76'-80' TELESCOPIC 4WD	\$6,300.00
D02	D2K	BOOM LIFT 120' TELESCOPIC 4WD	\$9,703.00
D02	D2S	BOOM LIFT 30'-33' ARTICULATING 4WD	\$2,000.00
D02	D2T	BOOM LIFT 34'-39' ARTICULATING 4WD	\$2,383.00
D02	D2X	BOOM LIFT 40'-50' ARTICULATING 4WD	\$2,599.00
Forklifts			
F04	F4B	5000/6000 LB WAREHOUSE FORKLIFT	\$1,697.00
F04	F4K	5000 - 6000 LB RT FORKLIFT	\$2,746.32
F04	F4A	8000 LB RT FORKLIFT	\$2,960.63
F04	F4E	9000 LB RT FORKLIFT	\$3,348.22
F04	F4L	10,000 LB RT FORKLIFT	\$4,018.49
F04	F4U	12,000 LB RT FORKLIFT	\$4,796.34
F04	F4X	FORKLIFT DUMPING HOPPER	\$340.47
F04	F4Y	FORKLIFT BUCKET	\$483.53
F04	F4Z	FORKLIFT CRANE HOOK ATTACHEMNT	\$462.12
Temp Heat			
H03	H3B	1.5M BTU LPG/NAT GAS HEATER	\$994.59
H03	H3E	1M BTU LPG/NAT GAS HEATER	\$741.22
H03	H3E	400,000 BTU INDIRECT FIRED HEATER	\$950.63
SML	SML	400,000 BTU DIRECT FIRED HEATER	\$350.00
SML	SML	350,000 LPG HEATER	\$275.00
SML	SML	300,000 LPG HEATER	\$275.00
SML	SML	50,000 BTU ELECTRIC HEATER	\$250.00
H03	H3D	GROUND THAW HEATER, E2000 - E3000	\$7,825.00
Generators			
SML	SML	3-6KW GENSET	\$554.18
L02	LD2	10-15KW GENSET	\$886.17
L02	LD2	19-39KW GENSET	\$1,186.91
L02	L2G	50-84KW GENSET	\$1,709.40
Light Plants			
L03	L3B	LIGHT TOWER 5-10KW	\$697.96
Loaders			
O6L	L6B	SKID STEER LOADER 1700-1900LB	\$2,714.74
O6L	L6D	SKID STEER LOADER 2000-2500LB	\$2,900.00
O6L	L6P	SKID STEER TRACKED 2400-2800LB	\$3,050.00
O6L	L6Z	SKID STEER FORKS	\$250.00

06L	L6O	SKID STEER EXTRA BUCKET	\$175.00
07L	L6G	60" SKID STEER PICKUP SWEEPER	\$902.54
07L	L6S	120" SKID STEER SNOWPLOW	\$600.00

Saws

SML	SML	18HP CONCRETE SAW	\$892.98
SML	SML	9HP SOFF CUT CONCRETE SAW	\$589.30
SML	SML	CUT OFF SAW, ELEC	\$526.53
SML	SML	CUT OFF SAW, GAS	\$724.42
SML	SML	TABLE SAW	\$539.51
SML	SML	12" COMPOUND MITER SAW	\$277.19
SML	SML	16" CHAIN SAW	\$432.76

Survey Equipment

S04	S4B	LEVEL, ENGINEER, 28-40X	\$507.31
S04	S4E	THEODOLITE, DIGITAL	\$587.15
S04	S4I	ROTATING LASER LEVEL	\$541.12
S04	S4S	TOTAL STATION	\$1,085.99
S04	S4R	TOTAL STATION - ROBOTIC	\$4,334.53
S04	S4Y	DATA COLLECTOR	\$649.41
S04	S4V	GPS SYSTEM	\$4,367.38
S04	S4N	3D LASER SCANNER	\$6,000.00
06P	P6C	GROUND PENETRATING RADAR SCANNER	\$5,000.00

Trailers

SML	SML	TRAILER UTILITY 5' - 10'	\$497.74
T05	T5D	TRAILER OFFICE 10' X 50'	\$463.04
T05	T5F	TRAILER OFFICE 12' X 60'	\$670.36
T05	TEC	8'X40' CONEX	\$238.25
T05	T5A	8'X20' CONEX	\$173.91
T05	T5F	RESTROOM TRAILER	\$1,800.00

Vehicles

V01	V1B	1/2T 4WD STD CAB PICKUP TRUCK 4X4	\$1,467.85
V01	V1H	3/4T 4WD STD CAB PICKUP TRUCK 4X4	\$1,549.70
V01	V1E	1/2T 4WD EXT CAB PICKUP TRUCK 4X4	\$1,609.30
V01	V10	1/2T 4WD CREW CAB PICKUP TRUCK 4X4	\$1,687.44
V01	V1J	SUV MIDSIZE	\$1,500.00
V01	V1G	12 - 15 PSGR VAN	\$1,950.00
V01	V4B	UTILITY VEHICLE 4X4 DIESEL	\$854.25

Misc Tools

SML	SML	JUMPING JACK TAMPER	\$815.92
SML	SML	PLATE TAMPER	\$700.18
SML	SML	PRESSURE WASHER HOTZY	\$899.65
SML	SML	3/4" MAG DRILL PRESS	\$630.94
SML	SML	BARRIER LIFTER, TY 4	\$566.29
SML	SML	BARRIER LIFTER, TY 7	\$572.12
SML	SML	HILTI TE30 A36 BATTERY HAMMER DRILL	\$451.62
SML	SML	HILTI TE76/70 HAMMER DRILL	\$529.07
SML	SML	HILTI TE16 HAMMER DRILL	\$451.04
SML	SML	HILTI TE-1000 HAMMER DRILL	\$550.00
SML	SML	HILTI TE-1500 HAMMER DRILL	\$590.00
SML	SML	HILTI TE-3000 HAMMER DRILL	\$640.00
SML	SML	HILTI DD120 CORE DRILL	\$400.00
SML	SML	HILTI DD150 CORE DRILL	\$475.00
SML	SML	HILTI DD250 CORE DRILL	\$769.00
SML	SML	HILTI DUSTLESS GRINDING SYSTEM	\$650.00
SML	SML	HILTI DUSTLESS SAW CUTTING SYSTEM	\$650.00
SML	SML	NEGATIVE AIR UNIT	\$420.04

SML	SML	AIR MONITOR	\$360.00
SML	SML	15 LB CHIPPING HAMMER, AIR	\$310.66
SML	SML	30 LB HAMMER, AIR	\$402.96
SML	SML	60 LB HAMMER, AIR	\$449.10
SML	SML	90 LB HAMMER, AIR	\$473.47
SML	SML	PUMPS, GAS, TRASH, 2" AND 3"	\$823.00
SML	SML	HI CYCLE VIBRATOR	\$606.85
SML	SML	110V CONCRETE VIBRATOR, 1 OR 2 HP	\$606.85
SML	SML	8 CF GEORGIA BUGGY	\$1,089.31

Temp Electrical

01E	E1A	MAIN PANEL 400 - 600 AMP	\$642.70
01E	E1B	MAIN PANEL 800 - 1200 AMP	\$1,160.16
01E	E1C	MAIN PANEL 1400 - 2000 AMP	\$1,895.01
01E	E1D	LIGHTING PANEL - 200 AMP	\$252.88
02E	E2A	TRANSFORMER 40-112KVA	\$268.54
02E	E2B	TRANSFORMER 113-150KVA	\$303.46
SML	SML	100 AMP C PANEL	\$243.00
SML	SML	60 AMP C PANEL	\$165.00
SML	SML	JUNCTION BOX (B-Box)	\$105.00

Radios

R01	R1A	PORTABLE RADIO, 2 WAY	\$145.12
R01	R1B	RADIO, BASE STATION	\$144.89

Computer Equipment

J02	J2T	UPS	\$29.18
J02	J5A	SML SQL SERVER	\$92.07
J02	J3K	FIREWALL	\$58.54
J02	J6O	LARGE NETWORK SWITCH	\$225.25
J02	J5B	SERVER	\$237.00
J02	J5A	STD WORKSTATION	\$92.07
J02	J3H	STD LAPTOP	\$144.54
J02	J4E	42" DISPLAY MONITOR FOR PLAN TABLE	\$131.24
J02	J9H	WIRELESS ACCESS POINT	\$21.40

Rates Include:

- ✓ Insurance
- ✓ Major repairs
- ✓ Computer Equipment Includes PCL Standard Software, updates and maintenance

Rates Do Not Include:

- ✗ Operator
- ✗ Fuel, electricity, grease, oil, filters
- ✗ Minor repairs, servicing, maintenance
- ✗ Freight from yard to site and return

Calculations:

- ✓ Invoicing for all equipment on site prepared at month end
- ✓ Rental for part month at 1/30 of monthly rate per day

Note:

- ✓ Rental rates reviewed and adjusted annually
- ✓ Averaged rates based on 173 hour month over 12 months

EXHIBIT O

Billing Rates for Salaried Personnel

[TO BE PROVIDED BY CONTRACTOR]



**Northfield Fire Station 39
Contract Rates Schedule**

2018/2019 RATE SCHEDULE FOR CONTRACTOR PERSONNEL

Position	STANDARD TIME WAGE RATE	OVERTIME RATE
HOURLY WORK FORCE		
Carpenter Foreman	\$ 53.06	\$ 79.59
Carpenter	\$ 51.15	\$ 76.73
Laborer Foreman	\$ 55.94	\$ 83.91
Laborer	\$ 50.29	\$ 75.44

SALARY WORK FORCE	
Project Executive	\$ 121.63
Project Manager	\$ 80.00
Superintendent	\$ 95.00
Area Superintendent	\$ 80.00
Project Engineer	\$ 65.00
Safety Coordinator	\$ 77.74
Senior Estimator	\$ 84.00
Estimator	\$ 62.47
Scheduler	\$ 96.79
Surveyor	\$ 150.00
Project Accountant	\$ 69.07
Site Administration	\$ 49.20

Wage Rate Notes:

- Labor rates in cost documents reflect a blended labor type and overtime crew rate based on the above charge out rates
- Rates reviewed and adjusted annually

RATE SCHEDULE FOR INSURANCE / DATA COSTS

Insurance Cost	Rate
Corporate Guarantee	0.30%
General Liability Insurance	1.28%
Professional Liability	0.10%
Subguard Insurance (Charged on Subcontracts and Purchase Orders)	1.50%
Builder's Risk Insurance	0.13%
Network Support / Data Processing / Software	0.35%

EXHIBIT P

New Hire Requirements

[TO BE NEGOTIATED BETWEEN PARTIES]

EXHIBIT Q
GMP Proposal



CONSTRUCTION

April 19, 2018

Attn: Brandon Gainey
Northfield Fire Station #39

Re: **Basis of CD Estimate – GMP 1**

Project Information:

The documents and information used in preparing our conceptual estimate are listed below:
100% Construction Documents issued for grading/foundation/structural steel permit Dated 03/14/2018
100% Design Documents Dated 01/16/2018
Specifications Volume 1&2 Design Development by Oz, undated

GMP 1 - \$5,288,352

GENERAL CLARIFICATIONS:

Clarifications:

1. Our GMP pricing for the complete project and is based on a 10.5 Month construction duration, beginning in June 2018.
2. Substantial completion is 10.5 months from notice to proceed in June 2018.
3. Pricing is based on having a building permit by August 1, 2018.
4. GMP 1 is based on obtaining foundation permit by 06/01/2018.
5. Entitlement, Planning and Zoning fees and services are not included.
6. Watchman Service or Security Guard Service is not included.
7. All costs for third party testing and special inspections as required by code are specifically excluded (i.e. soils, concrete, masonry, steel welds, etc.). These will be provided by the Owner per the Special Conditions. Inspections and testing required by manufactures are included.
8. Delays due to permitting, hazard material abatement, unforeseen subsurface conditions, or other factors beyond the control of the Contractor will initiate granting of a mutually agreeable extension of time and associated cost.
9. PCL will be the controlling contractor on the site. Any other contractors entering the site during the course of construction will need prior approval by PCL and will comply with all PCL requirements including but not limited to; insurance requirements, safety policies and site rules/requirements.
10. The cost of computer aided drafting of as-built documentation is not included. Electronic as-built documentation will be provided as a PDF document.
11. This proposal allows for PCL to be able to self-perform various portions of the work.
12. This proposal excludes environmental remediation and/or Allowances
13. Our pricing includes \$15,000 for an onsite exterior envelope mockup.
14. Pricing does not include a Design Contingency.
15. PCL included a 2% Construction Contingency

GMP 1 – Clarifications:

Earthwork:

1. Geotech does not discuss foundation or perimeter drains therefore we have not included cost for these items.
2. Road base is included under sidewalks only, no detail for road base under concrete paving and curb and gutter.

PCL CONSTRUCTION SERVICES, INC.

2000 South Colorado Boulevard Suite 2-500 Denver, CO 80222
Telephone: 303-365-6500 ♦ Fax: 303-365-6515 ♦ www.pcl.com



CONSTRUCTION

Northfield Fire Station 39
Clarifications
April 19, 2017

Building Concrete: Per PCL self perform proposal dated 02/05/2018.

Masonry

1. Pricing includes modular brick by Interstate Brick – Old Canterbury
2. Pricing includes standard smooth grey CMU block

Structural Steel

1. Pricing includes tension rods shown as 1" diameter.
2. Pricing assumed button punched side lap attachment for composite deck
3. Pricing includes all exterior steel and lintels to be galvanized

Metal Casework:

1. Pricing includes group 1 quartz for surface tops only. Any deviations from this will result in a cost increase.
2. Pricing includes integral mechanically fastened stainless steel sink in lieu of drop in sinks in the kitchen island. Field welded seams are excluded.
3. Locks are included for wardrobe cabinets only.
4. Pricing does not include any locker bases, foot lockers or benches.

Overhead/Sectional Doors:

1. Pricing includes 2 ea 16' x 14' Motor Operated Four-Fold Doors
2. We include aluminum sectional doors by Amarr 2 doors are 16'x14' and 1 at 10'x8'
3. Pricing does not include engineered stamped drawings as per spec section 083613
4. Pricing includes manufacture standard warranties at five years, any warranties beyond those standards is excluded.

Glass/Glazing

1. Pricing includes Kawneer series aluminum for storefront thermally broke, black anodized finish approx. 1,669 SF.
2. Operable vent windows total 28, excludes window 085113 as an operable due to size.
3. Bathroom and Fitness mirrors bid as ¼" clear standard with flat polished edges and j-mold at the bottom.

Drywall & Framing:

1. Pricing includes Thermax X armor systems with 2 ½" at metal stud walls and 3" at masonry walls.
2. Pricing excludes high abuse board
4. All finishes are bid as level 4.

Mechanical/HVAC

1. Pricing assumes Xcel will get gas line and meter installed within 5' of building by 06/18/2018.
2. Domestic Cold and hot water piping to be CPVC/PEX
3. Pricing includes 1 Ea. 1,000 gallon sand/oil interceptor.
4. Pricing does not include cost for enhanced commissioning, this is Owner provided.
5. The scheduled Aeon RTU manufacture has some clarifications and exceptions to the specifications as listed below:
 - a) Unit will have R-13 spray foam insulation, not fiberglass insulation
 - b) Supply fan will be direct drive not belt driven
 - c) Unit will not have a rotary heat exchanger
 - d) Coils will be copper tube with aluminum fins not copper plated fins



CONSTRUCTION

Northfield Fire Station 39

Clarifications

April 19, 2017

Page 3 of 3

- e) Unit will not come with low-ambient kit, hot-gas reheat valve, hot-gas bypass valve, four way reversing valve.
- f) Unit will not have UV germicidal irradiation section
- g) Unit will not have sound attenuation section
- h) Unit will not have electric heater
- i) Unit will not have return air bypass dampers
- j) Unit will not have vertical vent extensions
- k) Unit will be provided with variable capacity digital scroll compressor with 10:1 turndown; not a variable speed compressor
- l) Unit will not be provided with any corrosion resistant coatings

Inclusions: (all items are based on a \$7.5 contract value)

Building Permit Fees

Sales Tax at 3.65%

Performance and payment bond

Builder's Risk Insurance

General Liability Insurance

One year warranty

Exclusions:

Design Costs / Fees

Procurement and placement of FF&E items unless specified

Off-site mock-ups

GMP 2:

Millwork

Doors, Frames & Hardware

Skylights

Painting

Flooring finish

Tile

Bathroom Specialties

Signage

Blinds

Appliances

Fire Protection

Landscaping

Site Concrete

Electrical/Low Voltage

Roofing

Metal Panels



Date **April 30, 2018**
Time **9:23:07 AM**
BE Number **BE180001**
Opportunity No **50.102.GOV.17.088804**
Owner File No
Estimator **Heather Harper**

PCL Construction Services, Inc.
Denver Special Projects Office

GMP 1 Report

Project **Northfield FS 39**
Location **Denver, CO, USA**
Owner **City and County of Denver**
Designer **OZ Architecture of Denver, Inc.**
Project Start **June 4, 2018**
Completion **April 19, 2019**

Based on information presently available and furnished to PCL by the owner, architect and/or others and various assumptions which have been made as to facts not yet known, this construction cost estimate has been prepared and furnished for the sole purpose of providing approximation of anticipated construction cost. This construction estimate should not, at this time, be relied upon as a commitment that the contemplated project can or will be constructed for the estimated cost.



PCL Construction Services, Inc.
Denver Special Projects Office

Summary Page 1 of 2
 Apr 30, 2018
 9:23:07 AM

GMP 1 Summary

BE Number **BE180001**
 Opportunity No **50.102.GOV.17.088804**
 Owner File No
 Project **Northfield FS 39**
 Location **Denver, CO, USA**
 Owner **City and County of Denver**
 Designer **OZ Architecture of Denver, Inc.**

Heather Harper
 Project Start **Jun 04, 2018**
 Completion **Apr 19, 2019**
 Functional Units
 Area **12,290 SF**

Based on information presently available and furnished to PCL by the owner, architect and/or others and various assumptions which have been made as to facts not yet known, this construction cost estimate has been prepared and furnished for the sole purpose of providing approximation of anticipated construction cost. This construction estimate should not, at this time, be relied upon as a commitment that the contemplated project can or will be constructed for the estimated cost.

Summary Item Description	Quantity	UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
GMP 1 DIRECT COST						
BUILDING CONCRETE	12,950	SF	5.80%	24.04	22.81	295,445
MASONRY	12,950	SF	19.74%	81.83	77.66	1,005,726
METALS	12,950	SF	9.22%	38.20	36.25	469,500
ROUGH CARPENTRY	12,950	SF	0.54%	2.25	2.14	27,657
THERMAL/MOISTURE PROTECTION	12,950	SF	0.86%	3.57	3.39	43,836
OH DOORS/WINDOWS	12,950	SF	5.55%	23.01	21.83	282,747
FRAMING/DRYWALL	12,950	SF	12.27%	50.87	48.28	625,184
HVAC AND PLUMBING	12,950	SF	19.56%	81.08	76.95	996,500
EARTHWORK/UTILITIES	12,950	SF	10.10%	41.85	39.72	514,357
MOBILIZATION	12,950	SF	2.47%	10.25	9.72	125,924
CONTINGENCY	12,950	SF	2.08%	8.61	8.17	105,767
OWNER CONTINGENCY	12,950	SF	1.96%	8.14	7.72	100,000
GMP 1 DIRECT COST			90.14%	373.69	---	4,592,642
GENERAL EXPENSE COSTS						
PROJECT STAFF	10.50	MO	6.12%	25.39	29,718.76	312,047
GC'S/PROJECT OVERHEAD	10.50	MO	0.61%	2.52	2,949.05	30,965
BONDS, INSURANCES, PERMITS	1	LS	3.12%	12.95	---	159,097
GENERAL EXPENSE COSTS			9.86%	40.86	---	502,109
TOTAL COST			100.00%	414.54	---	5,094,751



GMP 1 Detail

BE Number **BE180001**
 Opportunity No **50.102.GOV.17.088804**
 Owner File No
 Project **Northfield FS 39**
 Location **Denver, CO, USA**
 Owner **City and County of Denver**
 Designer **OZ Architecture of Denver, Inc.**

Heather Harper
 Project Start **Jun 04, 2018**
 Completion **Apr 19, 2019**
 Functional Units
 Area **12,290 SF**

Proprietary and Confidential

Based on information presently available and furnished to PCL by the owner, architect and/or others and various assumptions which have been made as to facts not yet known, this construction cost estimate has been prepared and furnished for the sole purpose of providing approximation of anticipated construction cost. This construction estimate should not, at this time, be relied upon as a commitment that the contemplated project can or will be constructed for the estimated cost.

BUILDING CONCRETE 12,950.00 SF

Row #	Summary Item Description	Quantity UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
BUILDING CONCRETE		SF				
	SUBQUOTE-PCL	1 LS	5.7990%	24.04	---	295,445
	FINE GRADE FOUNDATIONS					
	HAND EXC					
	LOOSE FORMWORK					
	FORM MATERIALS					
	CONCRETE AND PLACING					
	CONCRETE MATERIALS					
	RECYCLED AGG PREMIUM					
	VAPOR BARRIER					
	CONCRETE PUMPING					
	CONCRETE FINISHING					
	GROUT BASE PLATES					
	PREMOLDED EXP JOINT					
	ANCHOR BOLT TEMPLATES					
	CHAMFER EDGE OF STEM WALL					
	CONCRETE WASH OUT					
	REINFORCING/MESH					
	CONCRETE EQUIPMENT					
BUILDING CONCRETE		12,950.00 SF	5.7990%	24.04	22.81	295,445
MASONRY		SF				
MASONRY		1.00 LS				
	SUBQUOTE-	1 LS	17.6573%	73.20	---	899,594
	BRICK VENEER					
	EXTERIOR BRICK VENEER					
	HOSE TOWER BRICK VENEER					
	EXTERIOR BRICK @ APPARATUS BAY					
	PRECAST FOR BUILDING & SITE	1 LS	0.7438%	3.08	---	37,896
	CMU BLOCK					



GMP 1 Detail

BE Number **BE180001**
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MASONRY

Row #	Summary Item Description	Quantity UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
	EXTERIOR CMU @ APPARATUS BAY					
	HOSE TOWER 10" CMU					
	INTERIOR 8" CMU					
	INTERIOR 10" CMU					
	REINFORCING-INSTALL ONLY**					
	CONTROL JOINT					
	MORTAR					
	GROUT					
	SCAFFOLDING/FORKLIFT					
	WATER					
	SITE MASONRY					
	TRASH ENCLOSURE 8' CMU					
	TRASH ENCLOSURE BRICK VENEER					
	PATIO SCREEN WALL					
	10" CMU WALL	1 LS	0.2241%	0.9289	--	11,416
	BRICK VENEER					
	PRECAST CAP					
	PRECAST STONE SIDE					
	MONUMENT SIGN					
	CMU					
	BRICK VENEER					
	PRECAST CAP					
	PRECAST STONE SIDES					
	SITE WALLS					
	8" CMU BLOCK AT SITE WALLS					
	BOARDFORM WALL COVERING					
	PRECAST CAP					
	PRECAST STONE SIDES					
	SANDBLAST LOGO					



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 Owner **City and County of Denver**
 Designer **OZ Architecture of Denver, Inc.**

Heather Harper

Project Start **Jun 04, 2018**
 Completion **Apr 19, 2019**
 Functional Units
 Area **12,290 SF**

Proprietary and Confidential

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MASONRY

Row #	Summary Item Description	Quantity UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
	SUBQUOTE-LANDMARK	1 LS	0.0331%	0.1371	---	1,685
	REBAR SUPPLY-ATLAS	1 LS	0.3427%	1.42	---	17,460
	MOCK UP	1 LS	0.2944%	1.22	---	15,000
	MASONRY	1.00 LS	19.2954%	79.99	---	983,051
	TEMP HEAT / HOARDING	2 MO	0.1199%	0.4970	3,054.15	6,108
	INDIRECT HEATER	2 MO	0.1040%	0.4312	2,650.00	5,300
	QUALITY CONTROL	2 MO	0.2211%	0.9167	5,633.33	11,267
	MASONRY	12,950.00 SF	19.7404%	81.83	77.66	1,005,726
	METALS	SF				
	STRUCTURAL STEEL	62.97 TB				
	STRUCTURAL STEEL	1 LS	9.2154%	38.20	---	469,500
	COLUMNS/BEAMS					
	EXTERIOR BRACING					
	JOIST AND DECK					
	STRUCTURAL ROOF FRAMING					
	CANOPY FRAMING					
	STAIRS AND RAILINGS					
	ACCESS LADDERS					
	TRASH GATES					
	BOLLARDS					
	MECH SCREEN STRUCTURE					
	STRUCTURAL STEEL	62.97 TB	9.2154%	38.20	7,455.93	469,500
	METALS	12,950.00 SF	9.2154%	38.20	36.25	469,500
	ROUGH CARPENTRY	SF				



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ROUGH CARPENTRY

Row #	Summary Item Description	Quantity UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
ROUGH CARPENTRY		1.00 LS				
	INTERIOR BACKING & BLOCKING	515 LF	0.0420%	0.1742	4.16	2,141
	3/4" FR PLYWOOD FOR TELECOM	320 SF	0.0202%	0.0839	3.22	1,031
	BLOCKING AT ROOF	1,444 LF	0.0974%	0.4038	3.44	4,963
	EXTERIOR BLOCKING AT WINDOWS	1,084 LF	0.0601%	0.2490	2.82	3,060
	ALL WOOD FSC					
	TEMP LADDERS/STAIRS	170 LF	0.0913%	0.3787	27.38	4,654
	TEMP EDGE RAILING	1,000 LF	0.1287%	0.5336	6.56	6,558
	MISC EQUIPMENT RENTALS	3.50 MO	0.1030%	0.4272	1,500.00	5,250
	FALL PROTECTION					
ROUGH CARPENTRY		1.00 LS	0.5428%	2.25	---	27,657
ROUGH CARPENTRY		12,950.00 SF	0.5428%	2.25	2.14	27,657
THERMAL/MOISTURE PROTECTION		SF				
WATERPROOFING		1.00 LS				
	SUBQUOTE-	1 LS	0.3152%	1.31	---	16,057
	DAMPPROOFING WR SEALMATIC TYPE II					
	DOW 2" RIGID AT PERIMETER FDN WALLS					
	DOW 2" HORIZONTAL					
	RIGID INSUL AT PERIMETER FOUND					
	THERMAX-BY DRYWALLER					
WATERPROOFING		1.00 LS	0.3152%	1.31	---	16,057
JOINT SEALANTS		1.00 LS				
	INTERIOR CAULKING	12,950 SF	0.2600%	1.08	1.02	13,248



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THERMAL/MOISTURE PROTECTION

Row #	Summary Item Description	Quantity UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
	EXTERIOR/SITE CAULKING DISSIMILAR MATERIALS	28,409 SF	0.2852%	1.18	0.511500	14,531
	JOINT SEALANTS	1.00 LS	0.5452%	2.26	---	27,779
	THERMAL/MOISTURE PROTECTION	12,950.00 SF	0.8604%	3.57	3.39	43,836
	OH DOORS/WINDOWS	SF				
	BAY DOORS/OVERHEAD	5.00 EA				
	SUBQUOTE-	1 LS	1.8597%	7.71	---	94,747
	16' x 14' DOOR ENGINEERING DOOR FF600 SERIES DOOR PANEL GLAZING 36" X 108" 1" CLEAR TEMPERED SAFETY GLASS HEAVY DUTY HINGES POLYURETHANE COATING	2.00 EA				
	16' X 14' OVERHEAD DOOR CLOPAY #3720 INSULATED INTELICORE 2 FULL VISION SECTIONS STD CYCLE SPRINGS ALUM RETAINER AND BRUSH STEEL ELEC SAFETY EDGES/PHOTO EYES	2.00 EA				
	SMALL OVERHEAD DOOR 8'X10' STANDARD DUTY SINGLE PHASE	1.00 EA				
	BAY DOORS/OVERHEAD	5.00 EA	1.8597%	7.71	18,949.40	94,747
	WINDOWS/STOREFRONTS	1.00 LS				



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OH DOORS/WINDOWS

Row #	Summary Item Description	Quantity UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
	SUBQUOTE-	1 LS	3.6901%	15.30	---	188,000
	ALUMINUM STOREFRONT W/1" INSUL	1,379.00 SF				
	OPERABLE VENT WINDOWS	28.00 EA				
	STOREFRONT DOORS	3.00 EA				
	WATCH OFFICE GLAZING	158.00 SF				
	1/4" CLEAR MIRROR FOR FITNESS	120.00 SF				
	1/4" CLEAR TEMPERED SIDELITES	5.00 EA				
	BATHROOM MIRRORS	140.00 SF				
	WINDOWS/STOREFRONTS	1.00 LS	3.6901%	15.30	---	188,000
	OH DOORS/WINDOWS	12,950.00 SF	5.5498%	23.01	21.83	282,747
	FRAMING/DRYWALL	SF				
	FRAMING AND DRYWALL	1.00 LS				
	SUBQUOTE	1 LS	10.4591%	43.36	---	532,865
	6" METAL FRAMING AT EXTERIOR					
	3-5/8" METAL FRAMING AT INTERIOR					
	GYP CEILINGS					
	CEMENT BOARD AT WET AREAS					
	TAPE & LEVEL 4 FINISH					
	INCL SILL SEALER BELOW FRAMING					
	INCL THERMAX RIGID INSULATION, SPRAY					
	FOAM AT EXTERIOR FRAMING AND CMU					
	TOP OUT	1 LS	0.0294%	0.1221	---	1,500
	FRAMING AND DRYWALL	1.00 LS	10.4885%	43.48	---	534,365
	ACOUSTICAL CEILINGS	663.00 SF				
	SUBQUOTE-	1 LS	0.1678%	0.6957	---	8,550
	ACT-01 TILE					
	15/16" INTERMEDIATE GRID SUSPENSION					



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FRAMING/DRYWALL

Row #	Summary Item Description	Quantity UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
	ACOUSTICAL CEILINGS	663.00 SF	0.1678%	0.70	12.90	8,550
	CLEANING / PROTECTION	12,950.00 SF				
	FINAL CLEANING	12,950 SF	0.1930%	0.8002	0.759416	9,834
	HOUSEKEEPING	10 MO	0.4758%	1.97	2,424.13	24,241
	QUALITY CONTROL	1 MO	0.1106%	0.4584	5,633.33	5,633
	PROTECTION	12,950 SF	0.3201%	1.33	1.26	16,309
	DUMPSTER PULLS	10.50 MO	0.2885%	1.20	1,400.00	14,700
	RECYCLING PULLS	10.50 MO	0.2267%	0.9398	1,100.00	11,550
	CLEANING / PROTECTION	12,950.00 SF	1.6148%	6.69	6.35	82,269
	FRAMING/DRYWALL	12,950.00 SF	12.2711%	50.87	48.28	625,184
	HVAC AND PLUMBING	SF				
	MECHANICAL / HVAC	1 LS	16.4090%	68.02	---	836,000
	SHEET METAL WORK					
	CONDENSING UNIT					
	3" CONDENSATE LINE TO FURNACE					
	AAON RTU SYSTEM					
	-SPEC SYSTEM/NO EXCEPTIONS					
	TYPE 1 KITCHEN HOOD/W JCI CONTROLS					
	UNIT HEATERS, 1 HYDRONIC CABINET					
	INFARED HEATERS					
	PLYMOVENT EXHAUST SYSTEMS W/JCI CONTROLS					
	T&B					
	PLUMBING	1.00 LS				
	SANITARY WASTE					



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HVAC AND PLUMBING

Row #	Summary Item Description	Quantity UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
	STORM PIPE					
	DOMESTIC HW HEATER					
	CONDENSATE PIPE					
	DRINKING FOUNTAIN W/BOTTLE FILL					
	FLOOR SINK AT ICE MACHINE					
	TRAP GUARDS AT FLOOR DRAINS					
	NATURAL GAS PIPE					
	SAND / OIL TRAP 1,000 GAL					
	ROOF DRAINS AND OVERFLOW DRAINS					
	F/I PLUMBING FIXTURES AND EQUIP PER DWGS					
	HW HEATERS AND RECIRC PUMPS					
	PIPE/FIXTURE STERILIZATION					
	INSULATION					
	2" GAS PIPE BLACK STEEL					
	GAS ROUTED FROM METER					
	- METER BY OTHERS					
	SCULLERY SINK FOR EQUIP CLEAN ROOM	1 LS	0.0687%	0.2848	---	3,500
	UNDERGROUND PLUMBING	1.00 LS				
	PLUMBING	1 LS	3.0816%	12.77	---	157,000
	SANITARY WASTE					
	STORM PIPE					
	DOMESTIC HW HEATER					
	CONDENSATE PIPE					
	NATURAL GAS PIPE					
	SAND / OIL TRAP 1,000 GAL					
	ROOF DRAINS AND OVERFLOW DRAINS					
	INSULATION					
	2" GAS PIPE BLACK STEEL					
	GAS ROUTED FROM METER					
	- METER BY OTHERS					
	UNDERGROUND PLUMBING	1.00 LS	3.0816%	12.77	---	157,000



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HVAC AND PLUMBING

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	HVAC AND PLUMBING	12,950.00 SF	19.5593%	81.08	76.95	996,500
	EARTHWORK/UTILITIES	SF				
	MOBILIZATION/LAYOUT	1.00 LS				
	SURVEY-	1 LS	0.5888%	2.44	---	30,000
	SURVEY FOR INSTALLED UTILITIES CONTROLS EROSION CONTROL STAKING GRADING, OVERLOT, OVER EX, FINE GRADE CURB & GUTTER/CONCRETE FLATWORK UTILITIES BUILDING GRID LINES DRY UTILITIES					
	REESTABLISH SURVEY POINTS	1 LS	0.0530%	0.2197	---	2,700
	MOBILIZATION/LAYOUT	1.00 LS	0.6418%	2.66	---	32,700
	EARTHWORK/UTILITIES	1.00 LS				
	SUBQUOTE-	1 LS	6.0684%	25.16	---	309,170
	MOBILIZATION CLEAR/GRUB STRIP & STOCKPILE EXPORT TO DUMP IMPORT COMMON FILL PLACE COMMON FILL OVER EX 6' FROM FF ROUGH GRADE ROUGH GRADE PAVEMENT ROUGH GRADE SIDEWALKS					



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EARTHWORK/UTILITIES

Row #	Summary Item Description	Quantity UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
	ROUGH GRADE LANDSCAPE					
	ROUGH GRADE CURB/GUTTER					
	BACKFILL CURB/GUTTER					
	SCARIFY/RECONDITION					
	EXCAVATE FOUNDATION WALLS					
	BACKFILL FOUNDATION WALLS					
	EXC/BACFILL FOR HOSE TOWER					
	FINE GRADE					
	EXC/BACKFILL TRASH ENCLOSURE					
	EXC/BACKFILL MONUMENT SIGN					
	SANITARY SEWER					
	JOIN EXIST MAIN WITH 8"					
	6" SDR35 PVC SANITARY SVC					
	6" FITTINGS					
	6" TWO-WAY CLEANOUT					
	LINE TESTING					
	R/R ASPHALT PATCH					
	R/R CURB/GUTTER					
	FLASH FILL					
	STORM DRAIN					
	DEMO EXISTING AND JOIN					
	OUTLET STRUCTURE					
	WATER					
	8" X 6" FIRELINE					
	8" X 2" WATER SERVICE					
	THRUST BLOCKS					
	TESTING					
	R/REPLACE ASPHALT					
	R/REPLACE CURB AND GUTTER					
	TRAFFIC CONTROL					



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Row #	Summary Item Description	Quantity UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
	FLOW FILL					
	EARTHWORK/UTILITIES	1.00 LS	6.0684%	25.16	---	309,170
	TEMP EROSION CONTROL	1.00 LS				
	INLET PROTECTION	1.00 EA			320.00	
	SILT FENCE	1,026.00 LF			1.60	
	STAGING AREA (100'X50'X6")	5,000.00 SF			1.20	
	VTC (20'X50'X6")	1,000.00 SF			3.50	
	CURB SOCKS	20.00 EA			30.00	
	EROSION CONTROL MAINTENANCE	10 MO	0.1364%	0.5654	694.83	6,948
	SWWP MONITORING-1 HR/MO/YR	4 EA	0.1178%	0.4882	1,500.00	6,000
	CONCRETE WASH OUT	4.00 EA			720.00	
	TEMP EROSION CONTROL	1.00 LS	0.2541%	1.05	---	12,948
	TEMP SITE EQUIPMENT	1.00 LS				
	TRUCK	10.50 MO	0.2885%	1.20	1,400.00	14,700
	FORKLIFT 10K	9 MO	0.7262%	3.01	4,111.00	36,999
	OPERATOR	9 MO	0.3850%	1.60	2,179.32	19,614
	TRAFFIC CONTROL	5 MO	0.1435%	0.5948	1,462.07	7,310
	STREET CLEANING	7 MO	0.1392%	0.5772	1,013.33	7,093
	SKIDSTEER 2599 LB	3 MO	0.1440%	0.5971	2,446.00	7,338
	SKIDSTEER OPERATOR	3 MO	0.3208%	1.33	5,448.30	16,345
	45 KVA GENERATOR	5.50 MO	0.3185%	1.32	2,950.00	16,225
	TEMP FENCES & MAINTENANCE	1,026 LF	0.3864%	1.60	19.19	19,687
	SNOW REMOVAL	4 EA	0.1579%	0.6547	2,011.68	8,047
	TEMP TOILETS	10 MO	0.0707%	0.2929	360.00	3,600
	CONNEX	9 MO	0.0389%	0.1611	220.00	1,980



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	DELIVERY AND PICKUP	2 EA	0.0118%	0.0488	300.00	600
	TEMP SITE EQUIPMENT	1.00 LS	3.1314%	12.98	---	159,538
	EARTHWORK/UTILITIES	12,950.00 SF	10.0958%	41.85	39.72	514,357
	MOBILIZATION					
	TEXTURA	1 LS	0.2395%	0.9927	---	12,200
	WARNING / SAFETY SIGNS	1 LS	0.0098%	0.0407	---	500
	SAFETY EQUIPMENT	3 MO	0.0147%	0.0610	250.00	750
	ELECTRICAL CONSUMPTION	5 MO	0.1865%	0.7730	1,900.00	9,500
	WATER CONSUMPTION	5 MO	0.0883%	0.3662	900.00	4,500
	GAS CONSUMPTION	5 MO	0.0765%	0.3173	780.00	3,900
	CONST DRAWING REPRODUCTION	10 EA	0.0098%	0.0407	50.00	500
	COURIER/EXPRESS SERVICE	10 MO	0.0098%	0.0407	50.00	500
	PROJECT SIGNS	1 EA	0.0149%	0.0618	759.20	759
	SELF PERFORM (12%)	1.00 LS			44,468.00	
	DATA PROCESSING	5,288,352.02 TB	0.3633%	1.51	0.003500	18,509
	NETWORK EQUIP./COMPUTERS	10 MO	0.1104%	0.4577	562.50	5,625
	PLAN TABLE/SOFTWARE	10.00 MO		200.00		
	DATA SERVICES TO TRAILER	10 MO	0.1080%	0.4475	550.00	5,500
	SDI	4,212,060.95 SC	1.2401%	5.14	0.015000	63,181
	MOBILIZATION	12,950.00 SF	2.4716%	10.25	9.72	125,924
	CONTINGENCY					
	CONSTRUCTION	5,288,352.02 TB	2.0760%	8.61	0.020000	105,767
	CONTINGENCY	12,950.00 SF	2.0760%	8.61	8.17	105,767



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OWNER CONTINGENCY 12,950.00 SF

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OWNER CONTINGENCY		SF				
	OWNER CONTINGENCY	1 LS	1.9628%	8.14	---	100,000

OWNER CONTINGENCY 12,950.00 SF 1.9628% 8.14 7.72 100,000

PROJECT STAFF		MO				
PROJECT STAFF		1.00 LS				
	PROJECT MANAGER	10.50 MO	1.4289%	5.92	6,933.33	72,800
	SUPERINTENDENT	10.50 MO	3.3937%	14.07	16,466.65	172,900
	ENGINEER	10.50 MO	1.1610%	4.81	5,633.33	59,150
	ADMIN	10.50 MO	0.1413%	0.5856	685.45	7,197

PROJECT STAFF 1.00 LS 6.1249% 25.39 --- 312,047

PROJECT STAFF 10.50 MO 6.1249% 25.39 29,718.76 312,047

GC'S/PROJECT OVERHEAD		MO				
ON SITE OFFICE		1.00 LS				
	SITE SURVEY	1 LS	0.0491%	0.2034	---	2,500
	OFFICE FACILITIES	10.50 MO	0.1134%	0.4699	550.00	5,775
	TRAILER SET UP	1 LS	0.0779%	0.3230	---	3,970
	CELL PHONES	10.50 MO	0.0515%	0.2136	250.00	2,625
	SHIPPING/POSTAGE/COURIER	10.50 MO	0.0103%	0.0427	50.00	525
	OFFICE SUPPLIES	10.50 MO	0.0309%	0.1282	150.00	1,575
	DRINKING WATER	10.50 MO	0.0185%	0.0769	90.00	945

ON SITE OFFICE 1.00 LS 0.3516% 1.46 --- 17,915

GC'S/PROJECT OVERHEAD MO



GMP 1 Detail

BE Number **BE180001**
 Opportunity No **50.102.GOV.17.088804**
 Owner File No
 Project **Northfield FS 39**
 Location **Denver, CO, USA**
 Owner **City and County of Denver**
 Designer **OZ Architecture of Denver, Inc.**

Heather Harper

Project Start **Jun 04, 2018**
 Completion **Apr 19, 2019**
 Functional Units
 Area **12,290 SF**

Proprietary and Confidential

Based on information presently available and furnished to PCL by the owner, architect and/or others and various assumptions which have been made as to facts not yet known, this construction cost estimate has been prepared and furnished for the sole purpose of providing approximation of anticipated construction cost. This construction estimate should not, at this time, be relied upon as a commitment that the contemplated project can or will be constructed for the estimated cost.

GC'S/PROJECT OVERHEAD

Row #	Summary Item Description	Quantity UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
TEMP FACILITY/EQUIPMENT		1.00 LS				
	ELECTRICAL ONGOING	10.50 MO	0.0618%	0.2563	300.00	3,150
	TELEDATA ONGOING	10.50 MO	0.0412%	0.1709	200.00	2,100
	TEMP BUILDING PROTECTION	8 WK	0.0550%	0.2278	350.00	2,800
	SNOW REMOVAL ALLOWANCE	1 LS	0.0981%	0.4068	---	5,000
TEMP FACILITY/EQUIPMENT		1.00 LS	0.2561%	1.06	---	13,050
GC'S/PROJECT OVERHEAD		10.50 MO	0.6078%	2.52	2,949.05	30,965
BONDS, INSURANCES, PERMITS		LS				
BONDING		1.00 LS				
	BONDS-PERFORM & PAYMENT	5,288,352.02 TB	0.5802%	2.41	0.005590	29,562
BONDING		1.00 LS	0.5802%	2.41	---	29,562
INSURANCES		1.00 LS				
	BUILDERS RISK	5,288,352.02 TB	0.1349%	0.5594	0.001300	6,875
	GENERAL LIABILITY	5,288,352.02 TB	1.3286%	5.51	0.012800	67,691
	TAXES 3.65%	324,593.96 MC	0.2325%	0.9640	0.036500	11,848
INSURANCES		1.00 LS	1.6961%	7.03	---	86,413
PERMITTING		1.00 LS				
	PERMITS-BUILDING -	1 LS	0.3664%	1.52	---	18,667
	PERMITS-PLAN CHECK	1 LS	0.4800%	1.99	---	24,455
	BASED ON \$7.5 MILLION					
PERMITTING		1.00 LS	0.8464%	3.51	---	43,122



GMP 1 Detail

BE Number **BE180001**
 Opportunity No **50.102.GOV.17.088804**
 Owner File No
 Project **Northfield FS 39**
 Location **Denver, CO, USA**
 Owner **City and County of Denver**
 Designer **OZ Architecture of Denver, Inc.**

Heather Harper
 Project Start **Jun 04, 2018**
 Completion **Apr 19, 2019**
 Functional Units
 Area **12,290 SF**

Proprietary and Confidential

Based on information presently available and furnished to PCL by the owner, architect and/or others and various assumptions which have been made as to facts not yet known, this construction cost estimate has been prepared and furnished for the sole purpose of providing approximation of anticipated construction cost. This construction estimate should not, at this time, be relied upon as a commitment that the contemplated project can or will be constructed for the estimated cost.

BONDS, INSURANCES, PERMITS

Row #	Summary Item Description	Quantity UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
	BONDS, INSURANCES, PERMITS	1.00 LS	3.1228%	12.95	---	159,097

EXHIBIT R

Self-Performed Work Proposal



PROJECT CLARIFICATIONS *Northfield Fire Station No. 39*

February 5, 2018

Self- Perform Exhibit

Base Bid

Concrete Foundations Package - \$295,445

PCL Construction is pleased to provide a foundation concrete package for Northfield Fire Station 39 in Denver, CO. Please accept this proposal as our pricing for the self-perform concrete foundations.

The drawing set and information used in preparing our initial budget is listed below:

- A. Design Development Specifications Volumes 1 and 2, dated January 18, 2018, issued by Oz Architecture.
- B. 100% DD Submittal Drawings for Northfield Fire Department Station #39, dated January 16, 2018, issued by Oz Architecture.

Concrete Foundation Inclusions:

- Supply and install building footings and stem walls
- Interior slab on grade and slab on metal deck at 5”
- Apparatus bay slab on grade at 9”
- Vapor barrier
- Pour back of trench drains (supply and install of preformed trench by others)
- Brick ledge
- Concrete-filled pan stairs (steel by others)
- Furnish and install of concrete reinforcing for foundations only

Concrete Foundation Exclusions:

- Removal, handling or disposal of hazardous material unless noted otherwise
- Structural Excavation
- Structural Fill under Slab on Grade
- All Site Concrete, bases and site walls
- Furnish of Anchor Bolts, Base Plates, and Embeds
- Furnish of Bollards, Interior
- Furnish of Reinforcing Steel for Masonry, site concrete, bases and site walls
- Surveying

EXHIBIT S



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/23/2018

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 Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED PCL Construction Services, Inc. 2000 South Colorado Blvd. Tower Two, Suite 2-500 Denver CO 80222 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: American Zurich Ins Co		40142
	INSURER B: Zurich American Ins Co		16535
	INSURER C: Indian Harbor Insurance Company		36940
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 570070034673** **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GLO209077319	07/01/2017	07/01/2018	EACH OCCURRENCE	\$5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$5,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$5,000,000
							GENERAL AGGREGATE	\$10,000,000
							PRODUCTS - COMP/OP AGG	\$10,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 2090771-19	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC209077220	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$2,000,000
							E.L. DISEASE-EA EMPLOYEE	\$2,000,000
							E.L. DISEASE-POLICY LIMIT	\$2,000,000
C	Env Contr Prof			CE0744694801 CPX742008704 SIR applies per policy terms & conditions	07/01/2017	07/01/2018	Per Claim/Aggr SIR	\$20,000,000 \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Northfield Fire Station. (See attached)

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver 9150 E 50th Ave. Denver CO 80238 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Holder Identifier : ACDEF5X

Certificate No : 570070034673





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED PCL Construction Services, Inc.	
POLICY NUMBER See Certificate Number: 570070034673			
CARRIER See Certificate Number: 570070034673	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

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

Continuation

City and County of Denver, its elected and appointed officials, employees and volunteers are an Additional Insureds pertaining to General Liability and Automobile Liability with respects to liability arising out of the Named Insured's operations on the referenced project. Professional services for Architects, Engineers, Consultants, etc. are excluded.

A waiver of Subrogation in favor of City and County of Denver is included on the General Liability, Automobile Liability and Workers' Compensation policies.

This insurance will be Primary and Non-Contributory to the General Liability and Automobile Liability policies with respect to any other available insurance to the Additional Insureds for the negligence of the insured on the referenced project.

General Liability includes Severability of Interests / Cross Liability.

Policy Number
GLO 2090773-19

ENDORSEMENT

ZURICH AMERICAN INSURANCE COMPANY

Named Insured: PCL CONSTRUCTION ENTERPRISES,

Effective Date: 07-01-2017

12:01 A.M., Standard Time

Agent Name: AON RISK SERVICES CENTRAL INC

Agent No. 30380-000

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. IF WE CANCEL THIS COVERAGE PART (S) BY WRITTEN NOTICE TO THE FIRST NAMED INSURED FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, WE WILL MAIL OR DELIVER A COPY OF SUCH WRITTEN NOTICE OF CANCELLATION:
1. TO THE NAME AND ADDRESS CORRESPONDING TO EACH PERSON OR ORGANIZATION SHOWN IN THE SCHEDULE BELOW; AND
 2. AT LEAST 10 DAYS PRIOR TO THE EFFECTIVE DATE OF THE CANCELLATION, AS ADVISED IN OUR NOTICE TO THE FIRST NAMED INSURED, OR THE LONGER NUMBER OF DAYS NOTICE IF INDICATED IN THE SCHEDULE BELOW.
- B. IF WE CANCEL THIS COVERAGE PART (S) BY WRITTEN NOTICE TO THE FIRST NAMED INSURED FOR NONPAYMENT OF PREMIUM, WE WILL MAIL OR DELIVER A COPY OF SUCH WRITTEN NOTICE OF CANCELLATION TO THE NAME AND ADDRESS CORRESPONDING TO EACH PERSON OR ORGANIZATION SHOWN IN THE SCHEDULE BELOW AT LEAST 10 DAYS PRIOR TO THE EFFECTIVE DATE OF SUCH CANCELLATION.
- C. IF NOTICE AS DESCRIBED IN PARAGRAPHS A. OR B. OF THIS ENDORSEMENT IS MAILED, PROOF OF MAILING WILL BE SUFFICIENT PROOF OF SUCH NOTICE.
- D. NAME AND ADDRESS OF OTHER PERSONS OR ORGANIZATIONS:

ALL CERTIFICATE HOLDERS WHERE NOTICE OF CANCELLATION IS REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED SUBJECT TO THE FOLLOWING PROCEDURES:

WE WILL MAIL OR DELIVER NOTIFICATION THAT SUCH COVERAGE PART HAS BEEN CANCELLED TO EACH PERSON OR ORGANIZATION SHOWN IN AN ACCURATE SCHEDULE PROVIDED TO US BY THE FIRST NAMED INSURED AT INCEPTION OF THE POLICY OR AS PERIODICALLY UPDATED. NOTICE WILL BE MAILED OR DELIVERED AS SOON AS PRACTICABLE AFTER AN ACCURATE LIST OF NAMES AND ADDRESS IS PROVIDED TO US BY THE FIRST NAMED INSURED IN RESPONSE TO OUR REQUEST.

NUMBER OF DAYS NOTICE: 120 DAYS

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Insurance for this coverage part provided by:
ZURICH AMERICAN INSURANCE COMPANY

Policy Number
BAP 2090771-19
Renewal of Number
BAP 2090771-18

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE:

COMMERCIAL AUTOMOBILE COVERAGE PART

A. IF WE CANCEL THIS COVERAGE PART(S) BY WRITTEN NOTICE TO THE FIRST NAMED INSURED FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, WE WILL MAIL OR DELIVER A COPY OF SUCH WRITTEN NOTICE OF CANCELLATION:

1. TO THE NAME AND ADDRESS CORRESPONDING TO EACH PERSON OR ORGANIZATION SHOWN IN THE SCHEDULE BELOW; AND

2. AT LEAST 10 DAYS PRIOR TO THE EFFECTIVE DATE OF THE CANCELLATION, AS ADVISED IN OUR NOTICE TO THE FIRST NAMED INSURED, OR THE LONGER NUMBER OF DAYS NOTICE IF INDICATED IN THE SCHEDULE BELOW.

B. IF WE CANCEL THIS COVERAGE PART(S) BY WRITTEN NOTICE TO THE FIRST NAMED INSURED FOR NONPAYMENT OF PREMIUM, WE WILL MAIL OR DELIVER A COPY OF SUCH WRITTEN NOTICE OF CANCELLATION TO THE NAME AND ADDRESS CORRESPONDING TO EACH PERSON OR ORGANIZATION SHOWN IN THE SCHEDULE BELOW AT LEAST 10 DAYS PRIOR TO THE EFFECTIVE DATE OF SUCH CANCELLATION.

C. IF NOTICE AS DESCRIBED IN PARAGRAPHS A. OR B. OF THIS ENDORSEMENT IS MAILED, PROOF OF MAILING WILL BE SUFFICIENT PROOF OF SUCH NOTICE

NAME AND ADDRESS OF OTHER PERSON(S) ORGANIZATION(S):

ALL CERTIFICATE HOLDERS WHERE NOTICE OF CANCELLATION IS REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED SUBJECT TO THE FOLLOWING PROCEDURES:

WE WILL MAIL OR DELIVER NOTIFICATION THAT SUCH COVERAGE PART HAS BEEN CANCELLED TO EACH PERSON OR ORGANIZATION SHOWN IN AN ACCURATE SCHEDULE PROVIDED TO US BY THE FIRST NAMED INSURED AT INCEPTION OF THE POLICY OR AS PERIODICALLY UPDATED.

NOTICE WILL BE MAILED OR DELIVERED AS SOON AS PRACTICABLE AFTER AN ACCURATE LIST OF NAMES AND ADDRESSES IS PROVIDED TO US BY THE FIRST NAMED INSURED IN RESPONSE TO OUR REQUEST.

NUMBER OF DAYS NOTICE: 120 DAYS

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Insurance for this coverage part provided by:
 AMERICAN ZURICH INSURANCE COMPANY

This endorsement changes the insurance as is afforded by the policy relating to the following:

<p>Named Insured PCL CONSTRUCTION ENTERPRISES,</p>	<p>Policy Number WC 2090772-20</p>
---	---

BLANKET NOTIFICATION TO OTHERS OF CANCEL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE:

WORKERS COMPENSATION

- A. IF WE CANCEL THIS COVERAGE PART(S) BY WRITTEN NOTICE TO THE FIRST NAMED INSURED FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, WE WILL MAIL OR DELIVER A COPY OF SUCH WRITTEN NOTICE OF CANCELLATION:
 - 1. TO THE NAME AND ADDRESS CORRESPONDING TO EACH PERSON OR ORGANIZATION SHOWN IN THE SCHEDULE BELOW; AND
 - 2. AT LEAST 10 DAYS PRIOR TO THE EFFECTIVE DATE OF THE CANCELLATION, AS ADVISED IN OUR NOTICE TO THE FIRST NAMED INSURED, OR THE LONGER NUMBER OF DAYS NOTICE IF INDICATED IN THE SCHEDULE BELOW.
- B. IF WE CANCEL THIS COVERAGE PART(S) BY WRITTEN NOTICE TO THE FIRST NAMED INSURED FOR NONPAYMENT OF PREMIUM, WE WILL MAIL OR DELIVER A COPY OF SUCH WRITTEN NOTICE OF CANCELLATION TO THE NAME AND ADDRESS CORRESPONDING TO EACH PERSON OR ORGANIZATION SHOWN IN THE SCHEDULE BELOW AT LEAST 10 DAYS PRIOR TO THE EFFECTIVE DATE OF SUCH CANCELLATION.
- C. IF NOTICE AS DESCRIBED IN PARAGRAPHS A. OR B. OF THIS ENDORSEMENT IS MAILED, PROOF OF MAILING WILL BE SUFFICIENT PROOF OF SUCH NOTICE.

NAME AND ADDRESS OF OTHER PERSONS OR ORGANIZATIONS:

ALL CERTIFICATE HOLDERS WHERE NOTICE OF CANCELLATION IS REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED SUBJECT TO THE FOLLOWING PROCEDURES:

WE WILL MAIL OR DELIVER NOTIFICATION THAT SUCH COVERAGE PART HAS BEEN CANCELLED TO EACH PERSON OR ORGANIZATION SHOWN IN AN ACCURATE SCHEDULE PROVIDED TO US BY THE FIRST NAMED INSURED AT INCEPTION OF THE POLICY OR AS PERIODICALLY UPDATED.

NOTICE WILL BE MAILED OR DELIVERED AS SOON AS PRACTICABLE AFTER AN ACCURATE LIST OF NAMES AND ADDRESSES IS PROVIDED TO US BY THE FIRST NAMED INSURED IN RESPONSE TO OUR REQUEST.

NUMBER OF DAYS NOTICE: 120 DAYS

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



ZURICH®

Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU AND FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement 07/01/2017

Effective Policy No. WC 2090772-20

Endorsement No.

Insured PCL Construction Enterprises, Inc.

Premium \$

Insurance Company AMERICAN ZURICH INSURANCE CO. Countersigned by _____

Policy Number
GLO 2090773-19

ENDORSEMENT

ZURICH AMERICAN INSURANCE COMPANY

Named Insured PCL CONSTRUCTION ENTERPRISES,

Effective Date: 07-01-17
12:01 A.M., Standard Time

Agent Name AON RISK SERVICES CENTRAL INC

Agent No. 30380-000

BROAD FORM ADDITIONAL INSURED COVERAGE-OWNERS, LESSEES OR CONTRACTORS
SCHEDULED PERSON OR ORGANIZATION

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. SECTION II - WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN INSURED ANY PERSON OR ORGANIZATION WHO YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED ON THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT.
- B. THE INSURANCE PROVIDED TO THE ADDITIONAL INSURED APPLIES ONLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" COVERED UNDER SECTION I - COVERAGE A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY AND SECTION I - COVERAGE B, PERSONAL AND ADVERTISING INJURY LIABILITY, BUT ONLY WITH RESPECT TO LIABILITY FOR "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" CAUSED:
1. IN WHOLE OR IN PART, BY YOUR ACTS OR OMISSIONS OR THE ACTS OR OMISSIONS OF THOSE ACTING ON YOUR BEHALF; OR
 2. SOLELY BY ACTS OR OMISSIONS OF THE ADDITIONAL INSURED, IF COVERAGE FOR SOLE ACTS OR OMISSIONS OF THE ADDITIONAL INSURED IS REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT, AND RESULTING FROM:
 - A. YOUR ONGOING OPERATIONS; OR
 - B. "YOUR WORK" COMPLETED AS INCLUDED IN THE "PRODUCTS-COMPLETED OPERATIONS HAZARD", PERFORMED FOR THE ADDITIONAL INSURED AT THE LOCATION DESIGNATED AND DESCRIBED IN THE SCHEDULE.
- C. HOWEVER, REGARDLESS OF THE PROVISIONS OF PARAGRAPHS A. AND B. ABOVE:
1. WE WILL NOT EXTEND ANY INSURANCE COVERAGE TO THE ADDITIONAL INSURED PERSON OR ORGANIZATION:
 - A. THAT IS NOT PROVIDED TO YOU IN THIS POLICY; OR
 - B. THAT IS ANY BROADER COVERAGE THAN YOU ARE REQUIRED TO PROVIDE TO THE ADDITIONAL INSURED PERSON OR ORGANIZATION IN THE WRITTEN CONTRACT OR WRITTEN AGREEMENT; AND
 2. WE WILL NOT PROVIDE LIMITS OF INSURANCE TO THE ADDITIONAL INSURED PERSON OR ORGANIZATION THAT EXCEED THE LOWER OF:
 - A. THE LIMITS OF INSURANCE PROVIDED TO YOU IN THIS POLICY; OR
 - B. THE LIMITS OF INSURANCE YOU ARE REQUIRED TO PROVIDE IN THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.
- D. THE INSURANCE PROVIDED TO THE ADDITIONAL INSURED DOES NOT APPLY TO:
1. "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" ARISING OUT OF THE RENDERING OR

Policy Number
GLO 2090773-19

ENDORSEMENT

ZURICH AMERICAN INSURANCE COMPANY

Named Insured PCL CONSTRUCTION ENTERPRISES,

Effective Date: 07-01-17
12:01 A.M., Standard Time

Agent Name AON RISK SERVICES CENTRAL INC

Agent No. 30380-000

FAILURE TO RENDER ANY PROFESSIONAL ARCHITECTURAL,
ENGINEERING OR SURVEYING SERVICES INCLUDING:

- A. THE PREPARING, APPROVING, OR FAILING TO PREPARE OR APPROVE MAPS, SHOP DRAWINGS, OPINIONS, REPORTS, SURVEYS, FIELD ORDERS, CHANGE ORDERS OR DRAWINGS AND SPECIFICATIONS; AND
- B. SUPERVISORY, INSPECTION, ARCHITECTURAL OR ENGINEERING ACTIVITIES.

E. THE ADDITIONAL INSURED MUST SEE TO IT THAT:

- 1. WE ARE NOTIFIED AS SOON AS PRACTICABLE OF AN "OCCURRENCE" OR OFFENSE THAT MAY RESULT IN A CLAIM:
- 2. WE RECEIVE WRITTEN NOTICE OF A CLAIM OR "SUIT" AS SOON AS PRACTICABLE; AND
- 3. A REQUEST FOR DEFENSE AND INDEMNITY OF THE CLAIM OR "SUIT" WILL PROMPTLY BE BROUGHT AGAINST ANY POLICY ISSUED BY ANOTHER INSURER UNDER WHICH THE ADDITIONAL INSURED MAY BE AN INSURED IN ANY CAPACITY. THIS PROVISION DOES NOT APPLY TO INSURANCE IN WHICH THE ADDITIONAL INSURED IS A NAMED INSURED, IF THE WRITTEN CONTRACT OR AGREEMENT REQUIRES THAT THIS INSURANCE BE PRIMARY AND NON-CONTRIBUTORY.

F. FOR THE COVERAGE PROVIDED BY THIS ENDORSEMENT:

- 1. THE FOLLOWING PARAGRAPH IS ADDED TO 4. OTHER INSURANCE OF SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, UNDER A. PRIMARY INSURANCE:

THIS INSURANCE IS PRIMARY INSURANCE AS RESPECTS OUR COVERAGE TO THE ADDITIONAL INSURED PERSON OR ORGANIZATION, WHERE THE WRITTEN CONTRACT OR WRITTEN AGREEMENT REQUIRES THAT THIS INSURANCE BE PRIMARY AND NON-CONTRIBUTORY. IN THAT EVENT, WE WILL NOT SEEK CONTRIBUTION FROM ANY OTHER INSURANCE POLICY AVAILABLE TO THE ADDITIONAL INSURED ON WHICH THE ADDITIONAL INSURED PERSON OR ORGANIZATION IS A NAMED INSURED.

- 2. THE FOLLOWING PARAGRAPH IS ADDED TO 4. OTHER INSURANCE OF SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, UNDER B. EXCESS INSURANCE:

THIS INSURANCE IS EXCESS OVER:

ANY OF THE OTHER INSURANCE, WHETHER PRIMARY, EXCESS, CONTINGENT OR ON ANY OTHER BASIS, AVAILABLE TO AN ADDITIONAL INSURED, IN WHICH THE ADDITIONAL INSURED ON OUR POLICY IS ALSO COVERED AS AN ADDITIONAL INSURED BY ATTACHMENT OF AN ENDORSEMENT TO ANOTHER POLICY PROVIDING COVERAGE FOR THE SAME "OCCURRENCE", CLAIM OR "SUIT".

THIS PROVISION DOES NOT APPLY TO ANY POLICY IN WHICH THE ADDITIONAL INSURED IS A NAMED INSURED ON SUCH OTHER POLICY AND WHERE OUR POLICY IS REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO PROVIDE COVERAGE TO THE ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS.

Policy Number
GLO 2090773-19

ENDORSEMENT

ZURICH AMERICAN INSURANCE COMPANY

Named Insured PCL CONSTRUCTION ENTERPRISES,

Effective Date: 07-01-17
12:01 A.M., Standard Time

Agent Name AON RISK SERVICES CENTRAL INC

Agent No. 30380-000

ANY PROVISIONS IN THIS COVERAGE PART NOT CHANGED BY THE TERMS AND
CONDITIONS OF THIS ENDORSEMENT CONTINUE TO APPLY AS WRITTEN.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: PCL Construction Enterprises, Inc.
Endorsement Effective Date: 07/01/2017

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization to whom or to which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to the loss, except where such contract or agreement is prohibited by law.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



ZURICH

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO 2090773-19	07/01/2017	07/01/2018	07/01/2017	30380000	\$N/A	\$N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: PCL Construction Enterprises, Inc.
Endorsement Effective Date: 07/01/2017

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization with whom you have agreed , through written contract, agreement or permit, executed prior to the loss, to provide additional insured coverage.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.