

**CM/GC CONSTRUCTION CONTRACT  
RED ROCKS PARKING LOTS AND TRAFFIC CONTROLS**

**THIS AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **SEMA CONSTRUCTION INC.**, a Colorado corporation, with its principal place of business located at 7353 South Eagle Street, Centennial, Colorado 80112 “the Contractor”, jointly “the parties.”

**RECITALS**

**1.** The City wishes to construct Red Rocks Parking Lots and Traffic Controls consisting of three (3) distinct elements including but not limited to, the Reconfiguration of the Alameda Parkway and Trading Post Road Intersection, New Patron Amenities and Paving the Upper North Lot, and Realignment of the Road Adjacent to Lower South 2 Lot. In Addition, tentative scope for this project will also include the construction of a main waterline service to the Red Rocks Amphitheater Water Treatment Plant.

Red Rocks Parking Lots and Traffic Controls  
CONTRACT CONTROL NO. 201524962  
(the “PROJECT”)

**2.** In furtherance of the Project, the City has contracted with Jacobs Engineering Group (the “Designers or Design Consultants or Consultant Team”) to perform professional engineering and 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 June 3, 2015, 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 fast-track Construction Manager/General Contractor (“CM/GC”) construction experience, expertise and services; and all construction administration, management, supervision, coordination and fast track 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. The terms “Executive Director of Public Works”, “Executive Director”, “Manager of Public Works” and “Manager” are interchangeable and shall have the same meaning.

**7.** 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.

8. 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 the (“Project”).

9. 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 the Project.

10. 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, 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:

### **Red Rocks Parking Lots and Traffic Controls**

**1.1.1** The Project is located at the “Project Site” located at Red Rocks Amphitheater.

**1.1.2** The specific details of the Project are more particularly set forth in the 100% Percent Bid Package Document drawings prepared by the Designer and dated August 24, 2015.

**1.1.3 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 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 July 9, 2015; and the Contractor’s RFP Submittal dated July 30, 2015. 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 **TWO MILLION SIX HUNDRED EIGHTY THREE THOUSAND EIGHT HUNDRED NINETY NINE DOLLARS AND SEVENTY SEVEN CENTS (\$2,683,899.77)**, and is subject to increase or decrease at the sole discretion of the Executive Director 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.

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

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

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

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

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

**1.5 Contingency.**

**1.5.1 Construction Contingency Amount.** The GMP will include a construction contingency in an amount equal to a lump sum of **NINETY THOUSAND DOLLARS AND ZERO CENTS (\$90,000.00)** (“GMP Contingency”) for the entire scope of the GMP Work.

**1.5.2 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.

**1.5.3 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.

**1.6 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: Jacobs Engineering Group.

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.

**1.7 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 City and County of Denver Department of Arts and Venue Denver.

**1.8 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:**

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 be incorporated into this Construction Contract as if fully set forth herein as **Exhibits L and K**.

**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, they will be incorporated by written directive of the Executive Director of Public Works or the Executive Director’s designee.

Advertisement of Notice of Invitation for Proposals, dated June 3, 2015(incorporated herein by reference)

Request for Proposals (RFP), dated July 9, 2015 (incorporated by reference)

Contractor Response to RFP, dated July 30, 2015 (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**)

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

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

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

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

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

Contractor’s Certification of Payment Form (attached as **Exhibit I**)

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

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

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

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

Billing Rates for Salaried/Hourly Personnel (attached as **Exhibit N**)

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

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

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

**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 Executive Director of Public Works or the Executive Director's designee. The parties shall be diligent in accomplishing these exhibits and attachments. To the extent these new exhibits or attachments conflict with other exhibits or portions of this Construction Contract, the greater service, better quality or greater quantity shall be included in the Work. 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 in substantially the form attached as **Exhibit H** 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 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.

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

**3.2.2 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 Contractor's 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 100% Design Drawings, 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 August 24, 2015 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 Executive Director delegates to the City Engineer the authority necessary to undertake the responsibilities identified as the responsibilities of the Deputy Executive Director 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**

**Telephone**

**Project Manager**

Stephanie Reed

720-913-8818

**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” shall mean August 1, 2016.

**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: **120 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 G**). 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	\$5000.00
Amount per Day	Final Completion	\$1000.00

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 P** 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** Upon prior written approval of the Project Manager, the Contractor may compete for designated Subcontractor or Supplier Work packages. Should the Contractor submit a proposal for any such package, such proposal shall be submitted directly to the Project Manager prior to any proposal deadline and all bid or selection requirements specified in **Exhibit C** shall apply to proposal or bid opening and evaluation. 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 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.

**7.2.2** Notwithstanding the bidding requirements set forth in Section 7.2.1, the Contractor shall submit to the City, on or before December 16, 2015, a final Self Performed Work Proposal for the removals, excavation/embankment construction, aggregate base course, storm drainage, cast-in-place concrete walls, maintenance of erosion control devices and construction survey work on the Project. Such final Proposal shall be for the scope of work described in the Self Performed Work Proposal attached hereto as **Exhibit P** and, under no circumstances, shall the proposal exceed the maximum amount for such work set forth in **Exhibit O**. Upon receipt of the final Proposal, the Executive Director may, at the Executive Director's sole discretion, accept the proposal, reject the proposal or engage in further negotiations regarding this work. If finally accepted by the Executive Director, the City will issue a change order for this work and the work described in the Final Self Performed Work Proposal will be incorporated into the GMP Scope of Work and GMP price as if fully set forth herein. In addition, the Construction Time shall be adjusted accordingly. If the City rejects the final proposal, the terms of Section 7.2.1 shall apply to the above designed work of the Project.

**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 E**, or as appropriate charges at the stipulated fixed rates set forth on the Billing Rates for Salaried/Hourly Personnel attached as **Exhibit N**.

**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 M**) or others, including equipment owned by the Contractor that is assigned to salaried staff and charged to the Project and costs of fuel, oil, insurance, maintenance and minor repairs and replacements, transportation, installation, dismantling and removal thereof. The City and the Contractor agree that the rates for the rented equipment shall be charged as a Cost of Work at the stipulated fixed rates set forth on the Equipment Rental Rate Schedule, attached as **Exhibit M**.

**8.1.9** The 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 N**, including vacation time, in accordance with the Contractor's company policy, accrued and taken during the performance of the Work. This includes estimators, safety personnel, quality control personnel and their assistants.

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

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

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

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

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

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

**8.1.24** Contractor's General Conditions expenses as identified in **Exhibit A**. These expenses include rented or purchased materials and equipment used by the Contractor at the Project site office in connection with the Work.

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

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

**8.1.27** 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 AND FIFTY-ONE THOUSAND SIX HUNDRED SIXTY-SIX AND THREE CENTS (\$151,661.03)**, payable in progress installments pursuant to a mutually agreeable schedule of progress installments.

**8.4** **Guaranteed Maximum Price.**

**8.4.1 Guaranteed Maximum Price.** The GMP shall be established at the time the GMP proposal is accepted by the City and incorporated herein as **Exhibit O**, subject to adjustments as provided in the Contract Documents.

**8.4.2** The Guaranteed Maximum Price consists of the sum of (i) the estimated Cost of the Work; and (ii) the Fee. The Contractor has presented and the City has accepted the Guaranteed Maximum Price and Basis of the GMP Proposal attached hereto as **Exhibit O**. The Parties specifically agree that the City shall not be subject to any cost, charge or fee under this Agreement that is not specified 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 **TWO MILLION SIX HUNDRED EIGHTY THREE THOUSAND EIGHT HUNDRED NINETY NINE DOLLARS AND SEVENTY SEVEN CENTS (\$2,683,899.77)**, 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 the Work under this Construction Contract, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder. Further, the Contractor agrees to comply with the provisions of Section 28-45 to 28-47, DRMC, and all Rules and Regulations promulgated and adopted by the Executive Director of Public Works pursuant thereto relating to non-discrimination in employment by contractors, subcontractors and suppliers receiving compensation for work performed on the Project.

**10.2 Insurance.** In addition to the requirements and obligations set forth in Title 16, the Contractor shall comply with the insurance requirements as set forth in **SC-28**.



**10.3 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.

**10.4 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 **Sixteen percent (16%)** 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.

**10.5 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 E**. 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 E**).

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

**10.7 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, **TWO MILLION SIX HUNDRED EIGHTY THREE THOUSAND EIGHT HUNDRED NINETY NINE DOLLARS AND SEVENTY SEVEN CENTS (\$2,683,899.77)**, have been appropriated for this Construction Contract. The Executive Director 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.

**10.7.1** The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Contractor to exceed the amount appropriated for the Work to be performed in accordance with the Contract Documents is expressly prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable Work to be performed, which Work will cause the aggregate amount payable for such Work to exceed the amount appropriated and encumbered for the Work, unless and until such time as the Contractor has been advised in writing by the Executive Director of 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 Executive Director 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.**

**10.13.1 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.

**10.13.2 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:

SEMA Construction, Inc.  
Roger S. Ryburn

Sr. Vice President, Rocky Mountain District  
7353 South Eagle Street  
Centennial, Colorado 80112

If to the City  
Executive Director of Public Works  
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.

**[SIGNATURE PAGES 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 \_\_\_\_\_

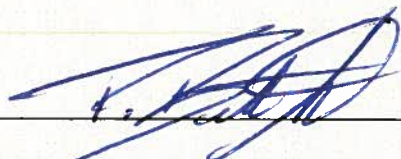
By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** PWADM-201524962-00

**Contractor Name:** SEMA CONSTRUCTION, INC.

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

Name: T. BRETT AMES  
(please print)

Title: Dist President  
(please print)

**ATTEST: [if required]**

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

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

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

City and County of Denver:

*Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS, 2011 Edition.*

*Transportation Standards and Details for the Engineering Division*

*City and County of Denver Traffic Standard Drawings*

*Wastewater Management Division*

*– Standard Detail Drawings*

*– Public Works Wastewater Capital Projects Management Standard Construction Specifications*

Colorado Department of Transportation:

*Standard Specifications for Road and Bridge Construction*  
(Sections 200 through 700 of the 2011 Edition)

Federal Highway Administration:

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

Building & Fire Codes:

*Building Code of the City and County of Denver*

(International Building Code 2009 Series, City and County of Denver Amendments 2011)

*National Fire Protection Association Standards*

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

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

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

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

The *Wastewater Management Division – Detail and Technical Specifications for Storm and Sanitary Construction*, is available at Wastewater Management Division, 2000 W. 3<sup>rd</sup> 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  
Stephanie Reed

Telephone  
720-913-8818

Consultant  
Jacobs Engineering Group

**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 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/Engineering Division	Stephanie Reed	720-913-8818

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 and 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 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.

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

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

**11. Additional 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  
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

**Office of Economic Development**  
Division of Small Business Opportunity

201 W. Colfax Ave, Dept. 907  
Denver, CO 80202  
p: 720-913-1999  
f: 720-913-1809  
[www.denvergov.org/dsbo](http://www.denvergov.org/dsbo)

Denver International Airport  
Airport Office Building, Suite 7810  
8500 Pena Blvd  
Denver, CO 80249  
p: 303.342-2180  
f: 303.342.2190

September 1, 2015

Roger Ryburn  
SEMA Construction, Inc.  
7353 S. Eagle Street  
Centennial, CO 80112

Re: Red Rocks Parking Lots and Traffic Controls Compliance Plan

The Division of Small Business Opportunity (DSBO) has reviewed the attached Compliance Plan submitted by SEMA Construction, Inc on the above reference project and has determined that this plan complies with the MBE/WBE requirements according to Chapter 28, Article III, Division 3 of the Denver Revised Municipal Code (D.R.M.C.).

The Division of Small Business Opportunity approves the Compliance Plan and the commitment to meet or exceed the 16% M/WBE goal of the total construction price under the contract.

Should there be questions, contact Jessica Encinias, Compliance Coordinator at 720-913-1636 or [Jessica.encinias@denvergov.org](mailto:Jessica.encinias@denvergov.org)

Sincerely,

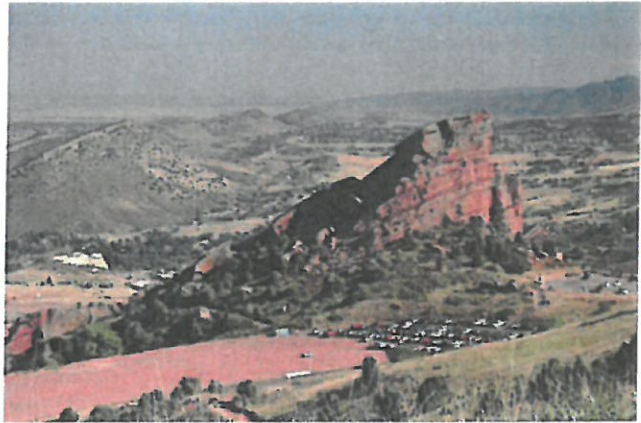
A handwritten signature in cursive script that reads "Chris Martinez".

Chris Martinez  
Director, Division of Small Business Opportunity

CC: Jessica Encinias, Compliance Coordinator  
Beth Zollo, Public Works







## **RED ROCKS PARKING LOTS AND TRAFFIC CONTROLS**

### **Compliance Plan**

Submitted by:

**SEMA Construction, Inc.**

**August 28, 2015**



# RED ROCKS PARKING LOTS AND TRAFFIC CONTROLS Compliance Plan



**CITY AND COUNTY OF DENVER**  
**DIVISION OF SMALL BUSINESS OPPORTUNITY**  
**CONSTRUCTION CONTRACT COMPLIANCE PLAN**  
**FOR 16% M/WBE PARTICIPATION**

**SEMA Construction, Inc.**

**RED ROCKS PARKING LOTS AND TRAFFIC CONTROLS**

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# RED ROCKS PARKING LOTS AND TRAFFIC CONTROLS Compliance Plan



**CITY AND COUNTY OF DENVER**  
**DIVISION OF SMALL BUSINESS OPPORTUNITY**  
**CONSTRUCTION CONTRACT COMPLIANCE PLAN**  
**FOR 16% M/WBE PARTICIPATION**

**SEMA Construction, Inc.**

**RED ROCKS PARKING LOTS AND TRAFFIC CONTROLS**

## **SECTION 1: INTRODUCTION**

- A. SEMA Construction, Inc. (the "Contractor") submits this Compliance Plan to the Director of the Division of Small Business Opportunity ("Director"), as required by the Manager of Public Works, in accordance with §§ 28-51 to 28-83, D.R.M.C., and the implementing rules adopted by the Director ("Rules").
- B. Under the City's Ordinance No. 85, Series of 2014 (the "M/WBE Ordinance"), codified at §§ 28-51 to 28-83, D.R.M.C., the M/WBE participation goal for this contract is **16%**. The good faith solicitation level is 100%
- C. The Contractor is committed to compliance with the M/WBE Ordinance in its performance of the Contract. The Contractor will continually pursue a level of M/WBE participation that equals or exceeds **16%** of the total construction price under the Contract.
- D. Because of the delivery method used for this Project, the work was not ready for subcontracting at the time when the Contractor was awarded the Contract. Therefore this Compliance Plan provides for the M/WBE solicitation and subcontracting to be performed after contract formation. The process by which the Contractor will solicit, obtain, count and maintain participation by M/WBE firms for this Project under this Compliance Plan, will be same as the M/WBE Ordinance requires for "design-bid-build" construction contracts.
- E. This Compliance Plan describes how the Contractor will address the project goal at the point where the project work is sufficiently defined that the process of obtaining subcontractors and suppliers can begin, by committing to utilize M/WBEs for the Project work, using the good faith efforts as defined by the M/WBE Ordinance.
- F. The delivery method for this project under the Contract is CM/GC.





## RED ROCKS PARKING LOTS AND TRAFFIC CONTROLS Compliance Plan



- G. The Contractor will not deliver the construction work in phases.

### SECTION 2: KEY PERSONNEL

**Gavin Madsen, Office: (303) 267-2600 Mobile: (720) 245-7855, [gmadsen@semaconstruction.com](mailto:gmadsen@semaconstruction.com),** is the Project Manager, who reports to the Executive in Charge and is responsible for compliance with this Compliance Plan, outreach and coordination activities, and maintaining appropriate records to ensure that goals are met. The Project Manager is responsible for any B2G reporting and subcontractor payment allocation and will submit all of the required pertaining documentation.

**Jud Barlow, Office: (303) 267-2600 Mobile: (303) 349-2229, [jbarlow@semaconstruction.com](mailto:jbarlow@semaconstruction.com),** is the Project Superintendent, who reports to the Project Manager and will assist in overall compliance with this Compliance Plan, outreach and coordination activities with all applicable subcontractors.

**Penny Corbin, Office: (303) 267-2600 Mobile: (303) 991-4523, [pcorbin@semaconstruction.com](mailto:pcorbin@semaconstruction.com),** is the Project Coordinator, who will administer subcontracts and ensure that all documentation required by DSBO is prepared and maintained. Penny Corbin will coordinate the collection of DSBO documentation and monthly payroll reports from all subcontractors and suppliers, including but not limited to M/WBEs. The Project Coordinator will also verify that all B2G documentation and reporting has been completed and is accurate.

**Larry Walsh, Office: (303) 267-2600 Mobile: (720) 284-7870, [lwalsh@semaconstruction.com](mailto:lwalsh@semaconstruction.com),** is the lead estimator, who is in charge of all bid proposals and submittals as well as soliciting supplier, subcontractor, M/WBE participation.

**Nancy Guerrero the Estimating Coordinator** for SEMA is responsible for the community outreach efforts and oversees the outreach program. The Estimating Coordinator role is to assist the lead estimator to insure maximization of the participation of M/WBE Subcontractors and Suppliers.



**SECTION 3: STRUCTURING BID PACKAGES FOR M/WBE PARTICIPATION**

A. The Contractor has identified preliminarily the following separate packages of work to be subcontracted:

**GOALS SCHEDULE CHART**

		Total Contract Scope Value		Estimated Potential MWBE Participation	
Workscope	Tier	Total Contract \$	Total Contract %	\$ of Listed Scope	% of Constr Services
Aggregates/Embankment	1	Not Determined	N/A	N/A	N/A
Rebar – Furnish & Install	1	Not Determined	N/A	N/A	N/A
Fencing	1	Not Determined	N/A	N/A	N/A
Waterproof Membrane	1	Not Determined	N/A	N/A	N/A
Concrete Flatwork	1	Not Determined	N/A	N/A	N/A
Health & Safety Management	1	Not Determined	N/A	N/A	N/A
Perm Signage – Roadway	1	Not Determined	N/A	N/A	N/A
Perm Signage – Structures	1	Not Determined	N/A	N/A	N/A
Metal Guardrail	1	Not Determined	N/A	N/A	N/A
Asphalt Pavement	1	Not Determined	N/A	N/A	N/A
Concrete Pavement	1	Not Determined	N/A	N/A	N/A
Traffic Control	1	Not Determined	N/A	N/A	N/A
<b>Total – Potential M/WBE Construction Services</b>			<b>16%</b>	N/A	<b>16%</b>

### GOALS SCHEDULE CHART

AVAILABLE SUB-TRADE	APPROXIMATE DOLLAR AMOUNT	PERCENT-AGE OF TOTAL PROJECT	ASSIGNED MWBE GOAL PER SECTION	ANTICIPATED RESULTING MWBE PARTICIPATION
Earthwork/Site Demo	N/A	N/A	N/A	N/A
Utilities	N/A	N/A	N/A	N/A
Paving	N/A	N/A	N/A	N/A
Landscape & Irrigation	N/A	N/A	N/A	N/A
Concrete	N/A	N/A	N/A	N/A
Masonry	N/A	N/A	N/A	N/A
Metals	N/A	N/A	N/A	N/A
Carpentry	N/A	N/A	N/A	N/A
Thermal & Moisture	N/A	N/A	N/A	N/A
Traffic Control	N/A	N/A	N/A	N/A
Striping	N/A	N/A	N/A	N/A
Specialties	N/A	N/A	N/A	N/A
Mechanical	N/A	N/A	N/A	N/A
Electrical	N/A	N/A	N/A	N/A
<b>SUBTOTAL</b>				<b>16%</b>
Design	N/A	N/A	N/A	N/A
Self-Performance	N/A	N/A	N/A	N/A
<b>TOTAL</b>				<b>16%</b>

B. SEMA currently does not intend to deliver this project in phases. It is difficult at this time to determine a definite scope. SEMA is currently working with Public Works Project Manager Stephanie Reed to determine scope and cost of this project. For that reason we feel that subcontract scope will be reviewed and refined as the work for the Contract is further defined and ready for the process of subcontracting. Specifically, prior to advertising any package of work for bids or proposals, the Contractor will review the work in detail, to determine the types of work that can be performed by M/WBE firms, with reference to the DSBO's database and directory of certified M/WBE firms, and will adjust its subcontracting packages to maximize opportunities for M/WBE participation in such subcontracting, within economically feasible packages.

C. The Contractor has the following preliminary schedule for issuance of request of subcontract pricing.:

Tentative Notice of Selection	August 7, 2015
Anticipated Contract Execution	October 1, 2015
Advertise For competitive pricing	October 1, 2015
Receive Competitive Pricing	October 15, 2015
Make recommendation of award to CCD Project manger	October 20, 2015
Award and notify Subs	October 22, 2015

D. The contractor will address each item on a task by task basis. In addition to the contractor having a team dedicated to estimation of work and execution, the contractor will have an on call team of subcontractors to provide immediate pricing of proposals and performance of work should the need arise.

E. SEMA Construction, Inc. does not currently intend to prequalify subcontractors until there is a better understanding of on-call work scopes.

F. The Contractor may pursue different percentage goals for M/WBE participation in each separate package of work put out for bids, based on the types of work and availability of certified M/WBE firms. However, the Contractor is committed to the overall goal of **16%** M/WBE participation in the total construction work amount.

G. The Contractor may consider, in order to maximize M/WBE participation, subcontracting the following types of work which it might ordinarily self-perform: 1.) Traffic Control, 2.) Survey, 3.) Electrical, 4.) Utilities, 5.) Expansion Joints and Waterproofing, 6.) Quality Control and Quality Assurance, 7.) Asphalt and Concrete Paving.

**SECTION 4: COMMUNITY OUTREACH EFFORTS AND ADVERTISING TO M/WBE CERTIFIED FIRMS:**

The Contractor will conduct the following outreach efforts:

- A. Contractor will use the City's M/WBE directory and encourage all non-M/WBE subcontractors to use the directory when soliciting any of their own subcontractors or suppliers for the project.
  - <https://denver.mwdb.com/FrontEnd/VendorSearchPublic.asp?SessionID=26131705487873321426172360534662&TN=Denver>
- B. If during outreach efforts, Contractor locates a firm which appears to be eligible for City M/WBE certification but is not so certified, Contractor will direct the firm to DSBO and encourage the firm to pursue certification if eligible.
- C. When it has work packages ready for subcontracting, the Contractor will solicit through all reasonable means. Acceptable contact modes for solicitation shall be letters, facsimile transmissions, telephone communication and e-mail. Solicitation must be made at least 10 calendar days before bid date or proposal submission.
- D. Requirement to demonstrate appropriate steps to follow up initial solicitation: Appropriate steps may be demonstrated by second contact attempts by letter, facsimile transmission, telephone communication or e-mail, if bidder/proposer failed to make contact on its first attempt.
- E. The contractor will solicit subcontractors and suppliers per project as well as carry out any M/WBE and public outreach.
- F. SEMA's Methodology for Structuring Bid Packages

A list of subcontractors, both M/WBE and non M/WBE, will be generated for distribution of an Invitation to Bid on the Project. All M/WBE trades will be contacted via phone, email, or fax to ensure coverage in the trades anticipated, and to fulfill the project M/WBE percentage goal. The subcontractors will be encouraged to bid on the work scopes indicated which will follow the process below:

- Generate a list of bidders, both M/WBE and non M/WBE, to receive an Invitation to Bid (ITB).
- Generate bid packages, reflecting the standards of the construction industry.
- Issue a bid package to parties, both M/WBE and non M/WBE, responding to the previously mentioned

The timing of bid package solicitations will be determined in part by design. The entirety of any listed work scope / bid package is available for bid.



**Invitation to Bid (ITB)**

The ITB instructs all bidders to submit pricing in accordance with project drawings and specifications, including but not limited to: project schedule, phasing, safety issues, clarification & assumptions, and inclusion & exclusions.

- Bids received are compiled into a bid tab format which follows the work scopes indicated in Attachment 2.
- A Subcontractor selection is made based upon competitive pricing, completeness of scope, and utilization of M/WBE supplier and lower tier subcontractors.
- SEMA will verify that all subcontractors are currently certified with DSBO prior to contract.
- Letters of Intent will be submitted within 3 days of request, following bid tally and subcontractor notification.
- Desired M/WBE subcontractor list, with participation information to include Letters of Intent, to be submitted to DSBO for review within one week of completion of the above steps.

In the event a subcontractor does not have the capacity to complete a particular scope, SEMA may elect to accept quotes for partial or reduced scopes beyond those indicated in the goals schedule chart in section 3 based upon the subcontractors qualifications and abilities.

- Firms interested in Joint Venturing will be given/have access to the required forms and these forms will be submitted to DSBO for review no less than 5 business days prior to bid opening.

All solicitation requests will be made at least 10 days prior to when bid quotations are requested to be submitted to SEMA.

Plans and specifications will be made available to potential subcontractors and suppliers by one or more of the following methods at no cost to the vendor:

- Electronic Copies distributed via e-mail
- SEMA Construction office at 7353 S Eagle Street, Centennial Colorado 80112

**SECTION 5: M/WBE PARTICIPATION; MAINTAINING COMMITMENTS**

- A. When issuing each work package for bid under the Contract, the Contractor will make a good faith effort to meet or exceed the goal percentage of M/WBE participation which it has identified for that package. The minimum level of these efforts is specified in § 28-62(b), D.R.M.C. and Rule VII(B). They may include, but will not be limited to, the outreach activities identified in Section 4 above.

- B. When requested by DSBO, the Contractor will submit bid packages to DSBO for review and comment when requested by DSBO, the Contractor will submit bid tabulation sheets to DSBO for review.
- C. The Contractor will report to DSBO the total M/WBE participation obtained for each bid package. No later than 5 days after issuing Notice to Proceed for such work, the Contractor will submit to DSBO, for each M/WBE subcontractor or supplier with whom it contracts, a Letter of Intent and other documentation, in accordance with Section 6 below.

The Contractor will document its efforts to obtain M/WBE participation for each work package, and submit such documentation to DSBO upon request by DSBO at any time. The Contractor acknowledges that it may meet or exceed a percentage goal for M/WBE participation on one or more work packages, but fall short of meeting the participation goal for the total construction contract amount. Therefore the Contractor must be able to demonstrate its good faith effort, consistent with § 28-62(b), D.R.M.C., to obtain M/WBE participation for each bid package under the contract, except for bid packages which are subject to a “modified good faith effort” under § 28-75(c), D.R.M.C., in which case the Contractor must be able to demonstrate its compliance with the requirements of § 28-75(c), D.R.M.C. Sections 28-62(b) and 28-75(c), D.R.M.C., are attached to this Compliance Plan as Attachment 1, for convenient reference.

- E. The M/WBE participation percentage will be calculated by dividing the total value of the M/WBE participation by the total contract amount for the project, including all change orders. The Contractor will count M/WBE participation according to the M/WBE Ordinance, including § 28-63, D.R.M.C., and Rule VII(C).
- F. As required by D.R.M.C. § 28-73, the Contractor shall immediately inform the DSBO in writing of any agreed-upon increase or decrease in the scope of work of the Contract, regardless of whether it has been reduced to writing at the time of notification. Any increase in the scope of work which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an M/WBE under any subcontract, shall be contemporaneously submitted to the DSBO. Those changes to the scope of work that cannot be performed by existing project participants (the Contractor, subcontractors, suppliers, etc.) shall be subject to a goal for M/WBEs equal to the original committed goal. The Contractor shall satisfy the goal for the changed scope of work by soliciting new M/WBEs in accordance with § 28-60, D.R.M.C, and it must show each element of modified good faith that is stated in § 28-75(c), D.R.M.C. The Contractor shall provide to the Director the documentation described in § 28-75(c) with respect to the increased dollar value of the contract.
- G. The Contractor will comply with the provisions of § 28-75 as to the replacement of a M/WBE on the Project.

- H. The Contractor acknowledges that it has a continuing duty, under D.R.M.C. §§ 28-72, 28-73, and 28-75, to maintain, throughout the duration of the contract, compliance with the level of MBE and WBE participation committed to under any approved compliance plan, and that such commitment is a material condition of the Contract

## SECTION 6: COMPLIANCE DOCUMENTS AND REPORTING

- A. The Contractor will submit the following documentation, properly completed and submitted monthly or when otherwise required by DSBO.

1. Prime contractor background information form\*
2. DSBO Schedule of Work form\*
3. Subcontractor background information form for all subcontractors\*
4. M/WBE Letters of Intent and copy of current certification letter
5. Monthly contractor's certification of payment forms (participation report)
6. DSBO change order forms
7. M/WBE final/partial lien release forms
8. B2G online payment verification
  - a. Online Prime to subcontract payment allocation and dispute resolution.

(\*due at NTP + 5 days; revisions as required)

- B. The Contractor will document its progress in seeking and obtaining M/WBE participation as required by DSBO. Records of the Contractor's efforts to solicit M/WBE subcontractor and supplier participation, will be maintained and reported **monthly** to DSBO, or as otherwise required, including:

1. Dates of solicitation
2. Names, addresses and telephone numbers of all M/WBE firms contacted.
3. Descriptions of efforts made to contact M/WBE firms.
4. Description of information provided to M/WBE firms.
5. Description of the process and outcome.
6. Advertisements soliciting bids from M/WBE firms in local community publications or construction industry related publications.
7. Schedules of pre-bid meetings to inform M/WBE and non-M/WBE subcontractors and suppliers of opportunities to participate.
8. Evidence that the Contractor provided M/WBE subcontractors and suppliers necessary access to and adequate time to review all project documents.
9. All other documentation required to establish the Contractor's compliance with the good faith efforts required by City ordinance, specifically the items enumerated in subsections 28-62(b)(2) through 28-62(b)(10). D.R.M.C.

**SECTION 7: PLAN ADMINISTRATION; MONITORING; CLOSEOUT**

- A. DSBO shall have prompt, full and complete access to all Contractor and subcontractor personnel, books and records required to monitor and assure performance of this Compliance Plan.
- B. The Contractor's personnel identified in Section 2 above, will be responsible for administering and monitoring the Contractor's performance of this Compliance Plan.
- C. Actual M/WBE participation will be calculated in accordance with the M/WBE Ordinance, including § 28-63, D.R.M.C., and applicable Rules. The Contractor will submit to DSBO a monthly tracking report demonstrating the M/WBE participation that has been achieved. .
- D. The following milestones for review and reconciliation of M/WBE participation will be observed during the contract: The contractor will review and reconcile all of the M/WBE participation before and after any task or milestone has been completed. Review and reconciliation will continue throughout the duration of the project on a quarterly basis.
- E. The Contractor acknowledges that the City may impose monetary penalties and/or withhold payment in the event of Contractor's non-compliance with the M/WBE Ordinance and this Compliance Plan.
- F. The Contractor will use the following methodology for final reconciliation of M/WBE participation performance achieved during the Contract term, measured against the established project goal. The Contractor will present copies of all signed DSBO Final/Partial Lien Release forms for MWBE firms utilized for participation on the Contract. DSBO will compare the Final Monthly Participation Report submitted by the Contractor to determine if the Final/Partial Lien Release dollar figures match what is contained within the Final Monthly Participation Report. Final Compliance shall be achieved when the Contractor establishes to the Director's satisfaction, that it has remitted payments to M/WBE firms utilized on the Project; that it utilized M/WBE firms in accordance with each such firm's Letter of Intent; and that the amount of payments to M/WBE firms equals or exceeds the assigned M/WBE goal for the total amount of the Contract. Failure to achieve final compliance may subject the Contractor to sanctions, in accordance with D.R.M.C, Section 28-77. As provided in such ordinance, sanctions may include, but are not limited to, assessment by the Director of a monetary penalty against the Contractor in an amount not more than 150% of the contract amount for each M/WBE involved. Any such monetary penalty leveled by the Director shall be withheld from the final payment due to the Contractor, and any amount that remains due and owing to the City may be collected pursuant to D.R.M.C., Section 28-77. The Contractor may seek review of any such determination by the

Director to levy sanctions through the dispute resolution process set forth in the Construction Contract.

**SECTION 8: NON-COMPLIANCE; SANCTIONS; REMEDIATION PLAN**

- A. At all times, DSBO shall monitor the Contractor's compliance with this Plan and the M/WBE Ordinance and Rules. The Contractor shall fully cooperate with DSBO's compliance monitoring and auditing efforts, including DSBO's investigation of any alleged or suspected non-compliance by the Contractor.
- B. If the Director has reason to believe that the Contractor is not in compliance with this Plan or with the M/WBE Ordinance, the Director shall give the Contractor written notice of non-compliance, citing the reasons why the Contractor is not in compliance, and giving the Contractor thirty (30) days in which to submit a remediation plan for the Director's review and acceptance. The remediation plan shall demonstrate how the Contractor will cure such non-compliance, and if such non-compliance consists of failure to obtain or maintain M/WBE participation at the committed level, that the Contractor's M/WBE participation level will again achieve the committed level, and that the Contractor will ultimately achieve the committed participation goal for the contract.
- C. The Contractor shall, within such thirty (30) day period, deliver to the Director a written remediation plan the Director's review and approval.
- D. The Director may issue a written determination of non-compliance and the sanction which the Director has elected to impose as a consequence:
- (1) If the Contractor does not respond within the time allowed; or
  - (2) If the Contractor fails to submit a satisfactory remediation plan; or
  - (3) If a Contractor submits an acceptable remediation plan but thereafter fails to comply with the plan.
- E. The Contractor may contest a determination issued under Section 8(D), by requesting a hearing within 30 days after the date of such determination, as provided in § 28-33, D.R.M.C

**SECTION 9: MEDIATION**

The Contractor will provide a process to resolve disputes that occur between a M/WBE and any non-M/WBE subcontractors or suppliers under the Contract. The Contractor will document such disputes and inform DSBO of the steps the Contractor plans to take to resolve the dispute. The Contractor may ask DSBO to assist in the resolution process it has developed. The Contractor will document and notify

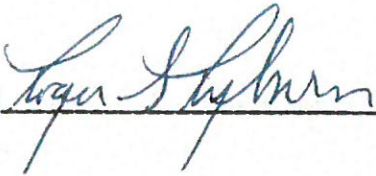


## RED ROCKS PARKING LOTS AND TRAFFIC CONTROLS Compliance Plan



DSBO if those disputes have been resolved and inform DSBO of any disputes it was unable to resolve. DSBO will notify the Contractor of any complaints received by DSBO from M/WBE firms regarding a dispute they are experiencing with either a subcontractor or the Contractor.

IN WITNESS WHEREOF, Contractor has executed and agrees to abide by the terms of this Compliance Plan as of the 28th day of August, 2015

By: 

**Roger S. Ryburn** | SEMA Construction  
Sr. Vice President, Rocky Mountain District  
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## ATTACHMENT 1

## EXCERPTS FROM DENVER REVISED MUNICIPAL CODE

*Sections 28-62(b) and 28-75(c), D.R.M.C***Sec. 28-62. Same--Good faith efforts.**

(b) The statement of good faith efforts shall include a specific response and verification with respect to each of the following good faith effort categories, which may be further defined by rule or regulation. A bidder or proposer may include any additional information it believes may be relevant. Failure of a bidder or proposer to show good faith efforts as to any one (1) of the following categories shall render its overall good faith effort showing insufficient and its bid or proposal non-responsive:

- (1) If pre-bid or preselection meetings are scheduled by the city at which MBEs and WBEs may be informed of subcontracting or joint venture opportunities under a proposed contract to be bid, or procured pursuant to the competitive selection process, attendance at such pre-bid or preselection meetings is not mandatory; however, bidders and proposers are responsible for the information provided at these meetings.
- (2) The bidder or proposer must solicit through all reasonable and available means, the interest of all MBEs and WBEs certified in the scopes of work of the contract. The bidder or proposer must solicit the interest of such MBEs and WBEs within sufficient time, prior to the bid opening or date of final project-specific proposal in the case of a competitive selection process, to allow such MBEs and WBEs to respond to the solicitation. The bidder or proposer must determine with certainty if the MBEs and WBEs are interested by demonstrating appropriate steps to follow up initial solicitations.
- (3) The bidder or proposer must select portions of the work of the contract to be performed by MBEs and WBEs in order to increase the likelihood that the project goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE and WBE participation as subcontractors or joint ventures, and for bidder or proposer self-performed work, as suppliers, manufacturers, manufacturer's representatives and brokers, all reasonably consistent with industry practice, even when the bidder or proposer would otherwise prefer to perform these work items with its own forces. The bidder or proposer must identify what portions of the contract will be self-performed and what portions of the contract will be opened to solicitation of bids,

proposals and quotes from MBE and WBEs. All portions of the contract not self-performed must be solicited for MBE and WBE participation. The ability or desire of a bidder or proposer to perform the work of a contract with its own forces does not relieve the bidder or proposer of the responsibility to meet the project goal or demonstrate good faith efforts to do so.

The bidder or proposer, consistent with industry practice, must provide MBEs and WBEs at a clearly stated location with timely, adequate access to and information about the plans, specifications, and requirements of the contract, including bonding and insurance requirements, if any, to assist them in responding to a solicitation.

- (5) The bidder or proposer must negotiate in good faith with interested MBEs and WBEs and provide written documentation of such negotiation with each such MBE or WBE.
- (6) For each MBE or WBE which contacted the bidder or proposer or which the bidder or proposer contacted or attempted to subcontract or joint venture with, consistent with industry practice, the bidder or proposer must supply a statement giving the reasons why the bidder or proposer and the MBE or WBE did not succeed in negotiating a subcontracting, supplier, manufacturer, manufacturer's representative, broker or joint venture agreement, as applicable.
- (7) The bidder or proposer must provide verification that it rejected each non-utilized MBE and WBE because the MBE or WBE did not submit the lowest bid or it was not qualified. Such verification shall include a verified statement of the amounts of all bids received from potential or utilized subcontractors, suppliers, manufacturers, manufacturer's representatives, brokers or joint ventures on the contract, whether or not they are MBEs or WBEs. In making such a determination of not being qualified, the bidder or proposer shall be guided by the definition of qualified in section 28-54(42), but evidence of lack of qualification must be based on factors other than solely the amount of the MBE's or WBE's bid. For each MBE or WBE found not to be qualified by the bidder or proposer, the verification shall include a statement giving the bidder's or proposer's reasons for its conclusion. A bidder's or proposer's industry standing or group memberships may not be the cause of rejection of an MBE or WBE. A bidder or proposer may not reject an MBE or WBE as being unqualified without sound reasons based on a reasonably thorough investigation and assessment of the MBE's or WBE's capabilities and expertise.
- (8) If requested by a solicited MBE or WBE, the bidder or proposer must make reasonable efforts to assist interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance as required by the city or by the bidder or proposer, provided that the bidder or proposer need not provide financial assistance toward this effort.



- (9) If requested by a solicited MBE or WBE, the bidder or proposer must make reasonable efforts to assist interested MBEs and WBEs in obtaining necessary and competitively priced equipment, supplies, materials, or related assistance or services for performance under the contract, provided that the bidder or proposer need not provide financial assistance toward this effort.
- (10) The bidder or proposer must use the DSBO MBE/WBE directories to identify, recruit, and place MBEs and WBEs.

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### **Sec. 28-75. Potential violations during contract performance.**

(c) The following modified good faith requirements shall apply to sections 28-72 and 28-73. In the event that a contractor or consultant must add or replace an MBE or WBE subcontractor, sub consultant, joint venture, supplier, manufacturer, manufacturer's representative or broker or in the event that a new scope of work is added to the ongoing contract, and the contractor or consultant in such event is in non-compliance with maintenance of the original project goal upon which the contract was awarded, due to failure to utilize additional MBEs or WBEs, the following modified good faith efforts must be completed. Failure of a contractor or consultant to show good faith efforts as to any one (1) of the following categories shall render its overall good faith efforts showing insufficient; and its contract performance in non-compliance with this division 3.

- (1) Verification in writing to the DSBO of the contractor's or consultant's intention to terminate or replace an MBE or WBE originally identified for participation in the bid, proposal or competitive selection process proposal upon which the contract was awarded. The reason for the termination or replacement must be stated and the type of work or services must be identified.
- (2) Verification that the contractor or consultant used the most current MBE and WBE directory from the DSBO in order to contact MBEs and WBEs that are certified in the applicable area of work or supply at the time of the modified good faith effort.
- (3) Verification of efforts to contact appropriate MBEs and WBEs within the same identified subcontractor, sub consultant, joint venture, supplier, manufacturer, manufacturer's representative or broker area must be documented. Facsimile transmission, e-mail and telephone communication will be acceptable. The director may verify such contacts as he deems appropriate.
- (4) Documentation of the modified good faith efforts must be submitted to the DSBO prior to the payment to the contractor or consultant of the next progress or other partial payment or fund release under the contract.

**End of Compliance Plan****RED ROCKS PARKING LOTS AND TRAFFIC CONTROLS**

**EXHIBIT D**

**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 Executive Director 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 Executive Director and Director or pursuant thereto, and will permit access to his books, records, and accounts by the Executive Director, 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 Executive Director.
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 Executive Director 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 Executive Director and the Director in obtaining compliance of subcontractors and suppliers with the equal opportunity clause and the rules, regulations and relevant orders of the Executive Director, and will furnish the Executive Director and the Director such information as they may require for the supervision of compliance, and will otherwise assist the Executive Director 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 Executive Director and Director. In addition, the Contractor agrees that failure or refusal to comply with these undertakings the Executive Director 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/ \_\_\_\_\_

Executive Director 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<br>MINORITY PARTICIPATION<br>FOR EACH TRADE | GOALS FOR<br>FEMALE PARTICIPATION<br>FOR EACH TRADE |
|-------------------------------------------------------|-----------------------------------------------------|
| From January 1, 1982<br>to<br>Until Further Notice    | From January 1, 1982<br>to<br>Until Further Notice  |
| <b>21.7% - 23.5%</b>                                  | <b>6.9%</b>                                         |

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 Executive Director, the Executive Director 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 Executive Director 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 Executive Director.

**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 Executive Director 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 Executive Director of Public Works, 201 W. Colfax, Dept. 608, Denver, Colorado 80202, and shall be forwarded through and with the endorsement of the Director

## EXHIBIT E



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

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

TO: All Users of the City of Denver Prevailing Wage Schedules  
FROM: Seth Duhon-Thornton Staff HR Professional  
DATE: Friday January 9, 2015  
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 rates will be provided as a supplemental to the Davis-Bacon Highway rates issued by CSA.

The effective date for this publication is **Friday January 9, 2015** 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. CO150019  
Superseded General Decision No. CO20140019  
Modification No. 0  
Publication Date: 1/2/2015  
(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) 913-5018

Attachments as listed above.



General Decision Number: CO150019 01/02/2015 CO19

Superseded General Decision Number: CO20140019

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is 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 \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. 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](http://www.dol.gov/whd/govcontracts).

|                     |                  |
|---------------------|------------------|
| Modification Number | Publication Date |
| 0                   | 01/02/2015       |

\* CARP9901-008 05/01/2013

|                                 | Rates    | Fringes |
|---------------------------------|----------|---------|
| CARPENTER (Form Work Only)..... | \$ 25.00 | 5.39    |
| -----                           |          |         |
| ELEC0068-016 03/01/2011         |          |         |

|                             | Rates    | Fringes                 |
|-----------------------------|----------|-------------------------|
| TRAFFIC SIGNALIZATION:      |          |                         |
| Traffic Signal Installation |          |                         |
| Zone 1.....                 | \$ 26.42 | 4.75 <del>8</del> +8.68 |
| Zone 2.....                 | \$ 29.42 | 4.75 <del>8</del> +8.68 |

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

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

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

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

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ENGI0009-008 10/23/2013

|                           | Rates | Fringes |
|---------------------------|-------|---------|
| POWER EQUIPMENT OPERATOR: |       |         |
| (3) -Hydraulic Backhoe    |       |         |

|                                                                                                                                                                                       |          |      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|
| (Wheel Mounted, under 3/4 yds), Hydraulic Backhoe (Backhoe/Loader combination), Drill Rig Caisson (smaller than Watson 2500 and similar), Loader (up to and including 6 cu. yd.)..... | \$ 24.73 | 9.15 |
| (3)-Loader (under 6 cu. yd.)<br>Denver County.....                                                                                                                                    | \$ 24.73 | 9.15 |
| (3)-Motor Grader (blade-rough)<br>Douglas County.....                                                                                                                                 | \$ 24.73 | 9.15 |
| (4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....                                                                                                            | \$ 24.88 | 9.15 |
| (4)-Loader (over 6 cu. yd)<br>Denver County.....                                                                                                                                      | \$ 24.88 | 9.15 |
| (5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....                                                                          | \$ 25.04 | 9.15 |
| (5)-Motor Grader (blade-finish)<br>Douglas County.....                                                                                                                                | \$ 25.04 | 9.15 |
| (6)-Crane (91-140 tons).....                                                                                                                                                          | \$ 25.19 | 9.15 |

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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    |

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<br>Up/Moves Barrels, Cones,<br>Install Signs, Arrow<br>Boards and Place<br>Stationary Flags) (Excludes<br>Flaggers) ..... | \$ 12.43 | 3.22 |
| PAINTER (Spray Only).....                                                                                                                       | \$ 16.99 | 2.87 |

POWER EQUIPMENT OPERATOR:

|                            |          |      |
|----------------------------|----------|------|
| Asphalt Laydown            |          |      |
| Denver.....                | \$ 22.67 | 8.72 |
| Douglas.....               | \$ 23.67 | 8.47 |
| Asphalt Paver              |          |      |
| Denver.....                | \$ 24.97 | 6.13 |
| Douglas.....               | \$ 25.44 | 3.50 |
| Asphalt Roller             |          |      |
| Denver.....                | \$ 23.13 | 7.55 |
| Douglas.....               | \$ 23.63 | 6.43 |
| Asphalt Spreader.....      | \$ 22.67 | 8.72 |
| Backhoe/Trackhoe           |          |      |
| Douglas.....               | \$ 23.82 | 6.00 |
| Bobcat/Skid Loader.....    | \$ 15.37 | 4.28 |
| Boom.....                  | \$ 22.67 | 8.72 |
| Broom/Sweeper              |          |      |
| Denver.....                | \$ 22.47 | 8.72 |
| Douglas.....               | \$ 22.96 | 8.22 |
| Bulldozer.....             | \$ 26.90 | 5.59 |
| Concrete Pump.....         | \$ 21.60 | 5.21 |
| Drill                      |          |      |
| Denver.....                | \$ 20.48 | 4.71 |
| Douglas.....               | \$ 20.71 | 2.66 |
| Forklift.....              | \$ 15.91 | 4.68 |
| Grader/Blade               |          |      |
| Denver.....                | \$ 22.67 | 8.72 |
| Guardrail/Post Driver..... | \$ 16.07 | 4.41 |
| Loader (Front End)         |          |      |
| Douglas.....               | \$ 21.67 | 8.22 |
| Mechanic                   |          |      |
| Denver.....                | \$ 22.89 | 8.72 |
| Douglas.....               | \$ 23.88 | 8.22 |
| Oiler                      |          |      |
| Denver.....                | \$ 23.73 | 8.41 |
| Douglas.....               | \$ 24.90 | 7.67 |

|                                                 |          |      |
|-------------------------------------------------|----------|------|
| Roller/Compactor (Dirt and<br>Grade Compaction) |          |      |
| Denver.....                                     | \$ 20.30 | 5.51 |
| Douglas.....                                    | \$ 22.78 | 4.86 |
| Rotomill.....                                   | \$ 16.22 | 4.41 |
| Screed                                          |          |      |
| Denver.....                                     | \$ 22.67 | 6.38 |
| Douglas.....                                    | \$ 29.99 | 1.40 |
| Tractor.....                                    | \$ 13.13 | 2.95 |

TRAFFIC SIGNALIZATION:

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

TRUCK DRIVER

|                                             |          |      |
|---------------------------------------------|----------|------|
| Distributor                                 |          |      |
| Denver.....                                 | \$ 17.81 | 5.82 |
| Douglas.....                                | \$ 16.98 | 5.27 |
| Dump Truck                                  |          |      |
| Denver.....                                 | \$ 15.27 | 5.27 |
| Douglas.....                                | \$ 16.39 | 5.27 |
| Lowboy Truck.....                           | \$ 17.25 | 5.27 |
| Mechanic.....                               | \$ 26.48 | 3.50 |
| Multi-Purpose Specialty &<br>Hoisting Truck |          |      |
| Denver.....                                 | \$ 17.49 | 3.17 |
| Douglas.....                                | \$ 20.05 | 2.88 |
| Pickup and Pilot Car                        |          |      |
| Denver.....                                 | \$ 14.24 | 3.77 |
| Douglas.....                                | \$ 16.43 | 3.68 |
| Semi/Trailer Truck.....                     | \$ 18.39 | 4.13 |
| Truck Mounted Attenuator....                | \$ 12.43 | 3.22 |
| Water Truck                                 |          |      |
| Denver.....                                 | \$ 26.27 | 5.27 |
| Douglas.....                                | \$ 19.46 | 2.58 |

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

**Career Service Authority**

**Supplemental to the Davis-Bacon HIGHWAY Construction Projects rates  
(Specific to the Denver Projects)  
(Supp 35, Date: 01-13-2012)**

| <b>Classification</b>                                                                |                                  | <b>Base</b> | <b>Fringe</b> |
|--------------------------------------------------------------------------------------|----------------------------------|-------------|---------------|
| 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<br>(Tunnels Above and Below<br>Ground, shafts and raises): |                                  |             |               |
|                                                                                      | GROUP 1                          | \$25.12     | \$10.81       |
|                                                                                      | GROUP 2                          | \$25.47     | \$10.85       |
|                                                                                      | GROUP 3                          | \$25.57     | \$10.86       |
|                                                                                      | GROUP 4                          | \$25.82     | \$10.88       |
|                                                                                      | GROUP 5                          | \$25.97     | \$10.90       |
|                                                                                      | GROUP 6                          | \$26.12     | \$10.91       |
|                                                                                      | GROUP 7                          | \$26.37     | \$10.94       |
|                                                                                      |                                  |             |               |
| Power Equipment 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)                                                             |                                  | \$24.80     | \$10.03       |
| Laborers (Removal of<br>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 F

Bond No. 09203356

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

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned SEMA CONSTRUCTION, INC., a corporation organized and existing under and by virtue of the laws of the State of Colorado, hereafter referred to as the "Contractor", and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, 1400 AMERICAN LANE, TOWER I, 18<sup>TH</sup> FLOOR, SCHAUMBURG, IL, 60196-1056, a corporation organized and existing under and by virtue of the laws of the State of Maryland, 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 TWO MILLION SIX HUNDRED EIGHTY THREE THOUSAND EIGHT HUNDRED NINETY NINE THOUSAND DOLLARS AND SEVENTY SEVEN CENTS (\$2,683,899.77), 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. 201524962 RED ROCKS PARKING LOTS AND TRAFFIC CONTROLS**, 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  
9<sup>th</sup> Day of November, 2016

Attest:

  
Secretary

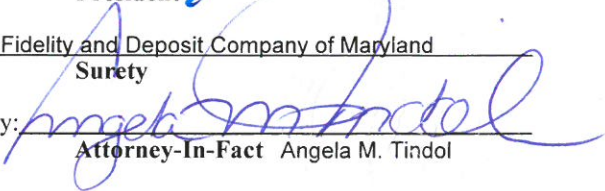
SEMA CONSTRUCTION, INC.

Contractor

By:   
President

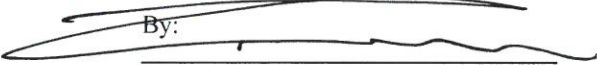
Fidelity and Deposit Company of Maryland

Surety

By:   
Attorney-In-Fact Angela M. Tindol

(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. Director of Public Works  
4

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Mona D. WEAVER, John BROWNING, Anuj JAIN, Sheila J MONTOYA, Charles M. MCDANIEL, Jack LANSDALE, Gayle KUNKEL, Angela M. TINDOL and Mary Ashley ALLEN, all of Denver, Colorado, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.


The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 29th day of October, A.D. 2014.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: 

*Secretary  
Michael McKibben*



*Vice President  
Gerald F. Haley*

State of Maryland  
County of Baltimore

On this 29th day of October, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and MICHAEL MCKIBBEN, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 14, 2015



**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.


RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



  
Michael Bond, Vice President



October 30, 2015

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

**RE: SEMA Construction, Inc.**  
**Contract No.: 201524962**  
**Project Name: Red Rocks Parking Lots and Traffic Controls**  
**Contract Amt: \$2,683,899.77**  
**Performance & Payment Bond No.: 09203356**

Dearest City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through Fidelity and Deposit Company of Maryland, on October 30, 2015.

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 303-414-6427.

Sincerely,



Angela M. Tindol  
Surety Account Manager

Enclosures

**EXHIBIT G**

**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 H**

**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](http://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:





## Instructions for Completing the Contractor/Consultant Certification of Payment Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT J**

**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](http://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.

FOR CITY SERVICES VISIT | CALL  
**DenverGov.org** | **311**

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

**EXHIBIT K**

**Technical Specifications**

**EXHIBIT L**

**Contract Drawings**

**EXHIBIT M**

**Equipment Hourly Rental Rates**

| Estimate Equipment Make/Model | Hourly Rate |
|-------------------------------|-------------|
| Cat 430 Loader                | \$42.25     |
| Grove 55T Hydro RT760         | \$131.87    |
| Cat D6 Dozer                  | \$88.32     |
| Cat 330 Excavator             | \$117.22    |
| Cat 345 Excavator             | \$149.53    |
| Exc Attac Hammer 10K Lbs      | \$85.46     |
| Cat 140 Motorgrader w/GC 2WD  | \$100.62    |
| Cat IT38 Wheel Loader         | \$52.15     |
| Cat 966 Wheel Loader          | \$104.04    |
| Cat 323 Roller                | \$34.67     |
| Cat 563 Roller                | \$53.31     |
| Cat 623 Scraper               | \$149.18    |
| Bobcat T300 (Tracks)          | \$33.56     |
| Side/Belly/End (22.5TN)       | \$72.96     |
| Pickup 1/2 TN Gas V8 4x4 XL   | \$14.86     |
| Pickup 3/4 TN Gas 4x4 XL      | \$16.19     |
| Truck Water 4000 GAL          | \$48.83     |



EXHIBIT N

October 30, 2015

**Stephanie Reed, LEED® AP**

City and County of Denver |Denver Public Works  
201 W. Colfax Ave.  
Denver, CO 80204

Re: Red Rocks Parking Lots and Traffic Controls – Contract No. 201524962  
Project Management Billing Rates

Dear Miss Reed,

Please find below per section 8.1.17 per hour billing rates for SEMA construction management personnel. These Rates are fully burdened and include overhead and profit.

Project Manager - \$89.50/ hour

Project Superintendent - \$87.20/ hour

Project Engineer - \$60.60/ hour

Project Coordinator - \$51.00/ hour

Estimator - \$100.00/ hour

Sincerely,

**Roger S. Ryburn** | SEMA Construction  
Sr. Vice President, Rocky Mountain District  
7353 S. Eagle St. Centennial, CO 80112  
Office 303.627.2600 | Cell 720.284.7769  
[rryburn@semaconstruction.com](mailto:rryburn@semaconstruction.com)  
[www.semaconstruction.com](http://www.semaconstruction.com)

Heavy and Highway  
General Contractors

7353  
S. Eagle Street

Centennial  
Colorado  
80112-4223

(303) 627-2600  
Fax: (303) 627-2626



Airports  
Bridges  
Dams/Reservoirs  
Highways/Roads  
Industrial/Mining  
Oil/Gas/Energy  
Railroad  
Utilities

CMGC | Design-Build | Public-Private Partnership | Traditional





## Personnel Hourly Rates

| Estimate Labor Classification | Hourly Rate with Burden |
|-------------------------------|-------------------------|
| Carpenter                     | \$40.23                 |
| Carpenter Apprentice          | \$31.97                 |
| Carpenter Foreman             | \$60.14                 |
| Concrete Finisher             | \$33.93                 |
| Foreman - Dirt                | \$60.14                 |
| Foreman - Pipe                | \$60.14                 |
| Laborer - Concrete            | \$30.28                 |
| Laborer - Dirt/Pipe           | \$31.16                 |
| Laborer - Pipe                | \$31.16                 |
| Operator Crane - Hydraulic    | \$60.07                 |
| Operator Dirt - Support       | \$45.34                 |
| Operator Dirt - Production    | \$48.21                 |
| Truck Driver                  | \$30.30                 |

## EXHIBIT O

| CDOT SPECIFICATION DIVISION |                                                 | UPPER NORTH LOT      | LOWER SOUTH LOT      | INTERSECTION         | TOTAL                  |
|-----------------------------|-------------------------------------------------|----------------------|----------------------|----------------------|------------------------|
| Section                     | Description                                     | Amount               | Amount               | Amount               | Summary                |
| <b>200</b>                  | <b>EARTHWORK</b>                                |                      |                      |                      |                        |
| 201                         | CLEARING AND GRUBBING                           | \$ -                 | \$ 4,855.52          | \$ 4,855.52          | \$ 9,711.04            |
| 202                         | REMOVAL OF STRUCTURE AND OBSTRUCTIONS           | \$ 20,072.68         | \$ 36,035.49         | \$ 39,577.89         | \$ 95,686.06           |
| 203                         | EXCAVATION AND EMBANKMENT                       | \$ 131,029.55        | \$ 107,039.62        | \$ 44,040.06         | \$ 282,109.23          |
| 207                         | TOPSOIL                                         | \$ 7,166.39          | \$ 7,604.43          | \$ 14,010.81         | \$ 28,781.63           |
| 208                         | EROSION CONTROL                                 | \$ 12,858.43         | \$ 41,413.75         | \$ 31,248.64         | \$ 85,520.82           |
| 210                         | RESET STRUCTURES                                | \$ 48,468.60         | \$ 18,595.23         | \$ 26,385.54         | \$ 93,449.37           |
| 212                         | SEEDING FERTILIZER SOIL CONDITIONER AND SODDING | \$ 2,872.50          | \$ 2,965.65          | \$ 4,315.90          | \$ 10,154.05           |
| 213                         | MULCHING                                        | \$ 957.50            | \$ 6,316.71          | \$ 1,420.10          | \$ 8,694.31            |
| 214                         | PLANTING                                        | \$ -                 | \$ -                 | \$ 2,674.23          | \$ 2,674.23            |
| 216                         | SOIL RETENTION COVERING                         | \$ 2,146.50          | \$ 2,385.00          | \$ 5,724.00          | \$ 10,255.50           |
| 217                         | HERBICIDE TREATMENT                             | \$ 20,161.83         | \$ 20,161.83         | \$ 20,161.83         | \$ 60,485.49           |
| <b>300</b>                  | <b>BASES</b>                                    |                      |                      |                      |                        |
| 304                         | AGGREGATE BASE COURSE                           | \$ 121,731.51        | \$ 113,298.34        | \$ 16,703.55         | \$ 251,733.40          |
| <b>400</b>                  | <b>PAVEMENTS</b>                                |                      |                      |                      |                        |
| 403                         | Hot Mix Asphalt                                 | \$ -                 | \$ 53,036.76         | \$ 60,110.80         | \$ 113,147.56          |
| 411                         | Asphalt Materials                               | \$ -                 | \$ 1,170.00          | \$ 1,420.00          | \$ 2,590.00            |
| 412                         | Portland Cement Concrete Pavement               | \$ -                 | \$ 3,142.65          | \$ -                 | \$ 3,142.65            |
| 420                         | Geotextile                                      | \$ -                 | \$ 2,996.80          | \$ 4,556.39          | \$ 7,553.19            |
| <b>500</b>                  | <b>STRUCTURES</b>                               |                      |                      |                      |                        |
| 506                         | Riprap                                          | \$ 6,180.18          | \$ 14,804.52         | \$ 5,788.66          | \$ 26,773.36           |
| <b>600</b>                  | <b>MISCELLANEOUS CONSTRUCTION</b>               |                      |                      |                      |                        |
| 603                         | Culverts and Sewers                             | \$ -                 | \$ 7,341.60          | \$ 19,739.40         | \$ 27,081.00           |
| 604                         | Manholes, Inlets and Meter Vaults               | \$ -                 | \$ 43,004.52         | \$ 11,737.29         | \$ 54,741.81           |
| 607                         | Fences                                          | \$ -                 | \$ 29,180.30         | \$ 8,049.00          | \$ 37,229.30           |
| 608                         | Sidewalks and Bikeways                          | \$ -                 | \$ 35,733.05         | \$ -                 | \$ 35,733.05           |
| 609                         | Curb and Gutter                                 | \$ -                 | \$ 1,053.60          | \$ 1,892.55          | \$ 2,946.15            |
| 610                         | Median Cover Material                           | \$ -                 | \$ -                 | \$ 2,000.00          | \$ 2,000.00            |
| 612                         | Delineators and Reflectors                      | \$ -                 | \$ 300.00            | \$ 440.00            | \$ 740.00              |
| 613                         | Lighting                                        | \$ 8,000.00          | \$ 166,870.00        | \$ 142,475.00        | \$ 317,345.00          |
| 614                         | Traffic Control Devices                         | \$ -                 | \$ 3,520.00          | \$ 1,280.00          | \$ 4,800.00            |
| 621                         | Detour                                          | \$ -                 | \$ 21,375.00         | \$ -                 | \$ 21,375.00           |
| 627                         | Pavement Marking                                | \$ -                 | \$ 6,887.70          | \$ 5,229.55          | \$ 12,117.25           |
| 630                         | Construction Zone Traffic Control               | \$ 2,585.56          | \$ 17,391.53         | \$ 19,077.36         | \$ 39,054.45           |
| 910                         | GENERAL WORK SCOPES-AREA SPECIFIC               | \$ 86,146.98         | \$ 115,345.78        | \$ 115,345.78        | \$ 316,838.55          |
|                             | CONSTRUCTION CONTINGENCY                        | \$ 20,000.00         | \$ 35,000.00         | \$ 35,000.00         | \$ 90,000.00           |
|                             | <b>TOTAL</b>                                    | <b>\$ 490,378.21</b> | <b>\$ 918,825.38</b> | <b>\$ 645,259.85</b> | <b>\$ 2,054,463.45</b> |

| INDIRECTS |                                     |                      |                      |                      |                      |
|-----------|-------------------------------------|----------------------|----------------------|----------------------|----------------------|
| ITEM #    | DESCRIPTION                         | UPPER NORTH LOT      | LOWER SOUTH LOT      | INTERSECTION         | TOTAL                |
| <b>1</b>  | <b>CONTRACTOR REIMBURSABLES</b>     |                      |                      |                      |                      |
|           | PERFORMANCE AND PAYMENT BOND        | \$ 4,163.00          | \$ 7,493.40          | \$ 4,995.60          | \$ 16,652.00         |
|           | INSURANCE                           |                      |                      |                      |                      |
|           | BUILDERS RISK INSURANCE             | \$ 83.50             | \$ 150.30            | \$ 100.20            | \$ 334.00            |
|           | GENERAL LIABILITY INSURANCE         | \$ 2,522.75          | \$ 4,540.95          | \$ 3,027.30          | \$ 10,091.00         |
|           | PROFESSIONAL LIABILITY INSURANCE    | \$ 142.00            | \$ 255.60            | \$ 170.40            | \$ 568.00            |
|           | EXCESS/UMBRELLA LIABILITY INSURANCE | \$ 2,243.50          | \$ 4,038.30          | \$ 2,692.20          | \$ 8,974.00          |
|           | CONTRACTOR'S ONSITE STAFF           |                      |                      |                      |                      |
|           | PROJECT MANAGER                     | \$ 32,695.75         | \$ 58,852.35         | \$ 39,234.90         | \$ 130,783.00        |
|           | PROJECT SUPERINTENDENT              | \$ 24,742.25         | \$ 44,536.05         | \$ 29,690.70         | \$ 98,969.00         |
|           | FIELD ENGINEER                      | \$ 13,333.75         | \$ 24,000.75         | \$ 16,000.50         | \$ 53,335.00         |
|           | CONTRACTOR GENERAL CONDITIONS       | \$ 38,378.60         | \$ 69,081.48         | \$ 46,054.32         | \$ 153,514.40        |
| <b>2</b>  | <b>CONTRACTOR FEE</b>               | \$ 36,521.00         | \$ 67,906.47         | \$ 47,233.56         | \$ 151,661.03        |
|           | <b>TOTAL</b>                        | <b>\$ 154,826.10</b> | <b>\$ 280,855.65</b> | <b>\$ 189,199.68</b> | <b>\$ 624,881.43</b> |

|                              |                      |                        |                      |                        |
|------------------------------|----------------------|------------------------|----------------------|------------------------|
| <b>TOTAL COST OF WORK</b>    | <b>\$ 645,204.31</b> | <b>\$ 1,199,681.04</b> | <b>\$ 834,459.53</b> | <b>\$ 2,679,344.88</b> |
| <b>TEXTURA</b>               | <b>\$ 1,096.85</b>   | <b>\$ 2,039.46</b>     | <b>\$ 1,418.58</b>   | <b>\$ 4,554.89</b>     |
| <b>TOTAL COST OF PROJECT</b> | <b>\$ 646,301.16</b> | <b>\$ 1,201,720.50</b> | <b>\$ 835,878.11</b> | <b>\$ 2,683,899.77</b> |

## Construction Cost Summary Conditions/Exclusion/Qualifiers

### Trading Post and West Alameda Intersection Project

#### Lower South Lot Project

1. All work highlighted in blue is based on SEMA Construction (SEMA) self-performance estimate of the required workscope and scheduling for the project. At a later date, these workscope items will be subdivided into logical bid packages for subcontractor pricing. Anticipated subcontractor packages are anticipated to include the following:
  - Earthwork: Surface removals, earthwork, grading, erosion control and base course.
  - Drainage and Utilities: Subsurface removals, storm drainage systems and water utilities.
  - Concrete Structure: Concrete walls, pads, trench drain.
  - Surveying.
2. Excavation is suitable for use as embankment fill. All excavation of soil and geologic materials will remain on site and used in construction of project embankments. Excludes offsite transport and disposal of soil and other geologic materials.
3. Required embankment fill for the subject project will be generated from project locations and/or the Upper North Lot. Excludes importation of embankment fill material.
4. Rock excavations limited to quantities and scope indicated in bidding documents and based on available geotechnical data.
5. Excludes handling, transport, and disposal of hazardous materials. All work may be performed in PPE no more restrictive than Class D.
6. All roadway improvements will be warrantied 1 year from substantial completion of major work at each project work area.
7. All warranties/maintenance of landscape improvements will be 2 years from substantial completion work at each work area.
8. Excludes all City and County of Denver permit fees. Excludes Jefferson County security deposit (performance guarantee) associated with Grading Permit Application. Excludes local utility fees or permits.
9. Excludes work by a licensed stone mason per specifications as there appears to be no local or state licensing system for this trade.
10. Owner to provide AutoCAD files associated with issued for construction plans.
11. Soil conditioner for topsoil limited to 3 cubic yards compost per 1,000 square feet of topsoiled area. Additional quantities, conditioners, fertilizers will be at extra cost.

12. Pricing assumes water for landscape establishment will be from Owner provided hydrant source located near the Trading Post and at no water cost to landscape contractor.
13. Assumes Landscape Boulders may be salvaged existing boulders or imported boulders comprised of durable igneous/metamorphic rock derived from local quarries. Boulder size not to exceed 3' average dimensions. If special shapes, color, rock types are required, additional costs may be incurred.
14. Textura fees will not be paid by subcontractors or suppliers associated with this contract.
15. Excludes public information management duties.
16. Excludes application of dust suppression stabilizers to unpaved parking lots and roadways. During construction dust suppression will be by water spray application. No dust suppression to be provided after demobilization of SEMA equipment.
17. Pricing based on workscope and quantities shown in plans titled Red Rocks Roadway and Parking Lot Improvements, 100% Design Submittal, Submittal Date: August 24, 2015.
18. Pricing assumes all project work to be completed no later than September 30, 2016. Due to the nature of this project contract and independent timing of each construction phase and project area, each phase and area of work will be considered for substantial and final completion independently; thus allowing warranty periods for individual project areas to start prior to contract completion.



**EXHIBIT P**

October 30, 2015

**Stephanie Reed, LEED® AP**

City and County of Denver | Denver Public Works  
201 W. Colfax Ave.  
Denver, CO 80204

Re: Red Rocks Parking Lots and Traffic Controls – Contract No. 201524962  
SEMA proposed scopes of work to bid

Dear Miss Reed,

Outlined below are the scopes of work SEMA Construction, Inc. intends to competitively bid as a self-performed work.

- Survey
- Earthwork
  - Clearing and Grubbing
  - Removal of Structures and Obstructions
  - Topsoil
  - Reset structures
  - Excavation and Embankment
  - Aggregate Base Course
- Culverts and Sewers
- Manholes, Inlets, and Meter Vaults
- Erosion Control
- Water Utilities
- Concrete Structures
  - Concrete Walls
  - Concrete Pads
  - Trench Drains

These Packages will be competitively bid to subcontractors. SEMA's bid proposal will be turned in to you 24 hours in advance of the subcontractor bid date

Heavy and Highway  
General Contractors

Sincerely,

**Roger S. Ryburn** | SEMA Construction  
Sr. Vice President, Rocky Mountain District  
7353 S. Eagle St. Centennial, CO 80112  
Office 303.627.2600 | Cell 720.284.7769  
[rryburn@semaconstruction.com](mailto:rryburn@semaconstruction.com)  
[www.semaconstruction.com](http://www.semaconstruction.com)

7353  
S. Eagle Street

Centennial  
Colorado  
80112-4223

(303) 627-2600  
Fax: (303) 627-2626



Airports  
Bridges  
Dams/Reservoirs  
Highways/Roads  
Industrial/Mining  
Oil/Gas/Energy  
Railroad  
Utilities

CMGC | Design-Build | Public-Private Partnership | Traditional

**EXHIBIT Q**



**CERTIFICATE OF LIABILITY INSURANCE**

4/1/2016

DATE (MM/DD/YYYY)

10/30/2015

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

| <b>PRODUCER</b> Lockton Companies<br>8110 E. Union Avenue<br>Suite 700<br>Denver CO 80237<br>(303) 414-6000 | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext):<br>E-MAIL ADDRESS:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | FAX (A/C, No): |                               |        |                                    |       |                                                  |       |                                              |       |                                           |       |                                         |       |             |
|-------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------|-------------------------------|--------|------------------------------------|-------|--------------------------------------------------|-------|----------------------------------------------|-------|-------------------------------------------|-------|-----------------------------------------|-------|-------------|
|                                                                                                             | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER B : National Union Fire Ins Co Pitts. PA</td> <td>19445</td> </tr> <tr> <td>INSURER C : Illinois Union Insurance Company</td> <td>27960</td> </tr> <tr> <td>INSURER D : AGCS Marine Insurance Company</td> <td>22837</td> </tr> <tr> <td>INSURER E : Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> |  |                | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Arch Insurance Company | 11150 | INSURER B : National Union Fire Ins Co Pitts. PA | 19445 | INSURER C : Illinois Union Insurance Company | 27960 | INSURER D : AGCS Marine Insurance Company | 22837 | INSURER E : Lexington Insurance Company | 19437 | INSURER F : |
| INSURER(S) AFFORDING COVERAGE                                                                               | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                |                               |        |                                    |       |                                                  |       |                                              |       |                                           |       |                                         |       |             |
| INSURER A : Arch Insurance Company                                                                          | 11150                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                |                               |        |                                    |       |                                                  |       |                                              |       |                                           |       |                                         |       |             |
| INSURER B : National Union Fire Ins Co Pitts. PA                                                            | 19445                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                |                               |        |                                    |       |                                                  |       |                                              |       |                                           |       |                                         |       |             |
| INSURER C : Illinois Union Insurance Company                                                                | 27960                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                |                               |        |                                    |       |                                                  |       |                                              |       |                                           |       |                                         |       |             |
| INSURER D : AGCS Marine Insurance Company                                                                   | 22837                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                |                               |        |                                    |       |                                                  |       |                                              |       |                                           |       |                                         |       |             |
| INSURER E : Lexington Insurance Company                                                                     | 19437                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                |                               |        |                                    |       |                                                  |       |                                              |       |                                           |       |                                         |       |             |
| INSURER F :                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                |                               |        |                                    |       |                                                  |       |                                              |       |                                           |       |                                         |       |             |
| <b>INSURED</b> 1404144 SEMA Construction, Inc.<br>7353 South Eagle Street<br>Centennial, CO 80112           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                |                               |        |                                    |       |                                                  |       |                                              |       |                                           |       |                                         |       |             |

**COVERAGES** SEMCO02      **CERTIFICATE NUMBER:** 13743693      **REVISION NUMBER:** XXXXXXXX

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                         | ADDL INSD | SUBR WVD | POLICY NUMBER           | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                          |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-------------------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | Y         | Y        | 71PKG88974              | 4/1/2015                | 4/1/2016                | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS               | Y         | Y        | 71PKG88974              | 4/1/2015                | 4/1/2016                | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$ XXXXXXXX                                             |
| B<br>E   | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000                                                  | Y         | Y        | BE31131559<br>019210495 | 4/1/2015<br>4/1/2015    | 4/1/2016<br>4/1/2016    | EACH OCCURRENCE \$ 28,000,000<br>AGGREGATE \$ 28,000,000<br>\$ XXXXXXXX                                                                                                                                                                         |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                             | Y/N<br>N  | N/A      | 71WCI88973              | 4/1/2015                | 4/1/2016                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                        |
| C        | Prof/Poll Liab                                                                                                                                                                                                                                                                                                            | Y         | Y        | G2726778600             | 4/1/2015                | 4/1/2016                | \$5M occur/\$10M agg Prof \$5,000,000 Pollution \$2,683,899.77 Limit/Ded: \$5k                                                                                                                                                                  |
| D        | Bldrs Risk                                                                                                                                                                                                                                                                                                                |           |          | MZI93065869             | 12/1/2015               | 5/31/2016               |                                                                                                                                                                                                                                                 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: Red Rocks Parking Lots and Traffic Controls. The City and County of Denver, its elected and appointed officials, employees and volunteers are included as additional insured as required by written contract. Coverage is primary and non-contributory.

**CERTIFICATE HOLDER**

**CANCELLATION** See Attachments

|                                                                                                                                  |                                                                                                                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>13743693</b><br>City and County of Denver<br>Department of Public Works<br>201 West Colfax, Department 608<br>Denver CO 80202 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|