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CMGC CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "**Construction Contract**") is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado (the "City") and **FRANSEN-PITTMAN CONSTRUCTION CO., INC.**, a Colorado corporation (doing business as Fransen Pittman General Contractors), with an address of 9563 S. Kingston Court, Suite 200, Englewood, Colorado 80112 ("**Contractor**"), jointly (the "**Parties**.")

RECITALS

1. The City wishes to build the Ruby Hill Park, Phase 3 Improvements, located at 1551 W. Mexico Avenue, Denver, Colorado.

CONTRACT CONTROL NO. 202578822

2. The Project will be implemented by the Department of Transportation & Infrastructure ("**DOTI**").

3. In furtherance of the Project, the City contracted with Design Workshop (the "**Designer**" or "**Design Consultant**" or "**Consultant Team**") to perform professional architectural and engineering design services for the programming and design of the Project.

4. Pursuant to Section 20-56 of the Denver Revised Municipal Code ("**DRMC**"), the City commenced on February 21, 2024, and advertised for at least three (3) consecutive days, the City's solicitation for qualification submissions from qualified contractors for the Project.

5. The City's solicitation sought a contractor to furnish all Construction Manager/General Contractor ("**CM/GC**") work and services including preconstruction services and construction services, work effort, labor, tools, supplies, manufactured components, equipment, materials, construction administration, management, supervision, coordination and everything else necessary and required to complete the construction of the Project on an expedited basis and within budget; while satisfying the City's longstanding commitment to quality, efficiency, value, innovation, partnering, responsiveness to agency and community needs and in compliance with all applicable regulatory requirements.

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

7. Proposals received were evaluated and ranked by a selection committee and a recommendation was made to the City's DOTI or Executive Director Designee, ("**Executive Director**") who evaluated the Proposals and recommended that contracts for performance on the Project be made and entered into with the above-named Contractor. For purposes of this agreement only, the terms "**Executive Director of DOTI**," "**Executive Director**," "**Manager of DOTI**," and "**Manager**", "**Executive Director of the DOTI**", and "**Manager of the Department of DOTI**" are interchangeable and shall have the same meaning.

8. Based upon that ranking, the City and the Contractor entered into a Preconstruction Services Agreement, Contract No. 202474370-00, to perform preconstruction services.

9. In accordance with the terms and conditions of the Preconstruction Services Agreement, the Contractor has reviewed the Project Site and design documents and has performed constructability, availability,

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scheduling and cost estimating analysis on design documents prepared for the Project.

10. Based on this performance, the Contractor is thoroughly informed about the Project and the Project design. Contractor has submitted and the City has accepted a GMP Proposal to construct the Project.

11. Because of the Project's time limitations and in order to maintain the existing Project schedule, the Contractor and the City now desire to enter into a Construction Manager/General Contractor contract (the "**Construction Contract**") for a Guaranteed Maximum Price for all of the Work necessary to complete the Project.

12. The Contractor is willing, able and has the present capacity to perform the construction phase services, as an independent contractor, in accordance with this Construction Contract, said advertisement, the preconstruction agreement and the referenced selection documents.

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 Ruby Hill Bike Playground and Site Improvements.

1.1.1 The Project includes the preconstruction and construction management services for approximately 185,000 sq. ft. of new facilities that houses the Ruby Hill Bike Playground and surrounding sitework.

1.1.2 The Project is located at 1551 W. Mexico Ave. (the "**Project Site**") as shown on **Exhibit S**.

1.1.3 The details of the Project are more particularly set forth in the 100% Construction Documents Design Package including the drawings, specifications and narratives prepared by the Designer dated June 21, 2024, (the "**Design Documents**") and Contractor's GMP Proposal dated February 12, 2025 (the "**GMP Proposal**").

1.2 **Guaranteed Maximum Price**. The Project includes a single Guaranteed Maximum Price (the "**GMP**"), as defined in this Agreement, to complete the Project.

1.3 **Contractor Selection**. In accordance with the requirements of Section 20-56 of the DRMC, the City implemented and completed a competitive selection process to identify qualified Contractors to perform both preconstruction and construction services for the Project. The Contractor was selected as the first ranked proposer to perform such services for the City as set forth in the City's Request for Proposals (the "**RFP**") dated February 21, 2024; and the Contractor's Response dated March 22, 2024, and April 25, 2024. In referencing these solicitations and submissions herein, the City and the Contractor acknowledge that the scope of the Project, as presented and addressed by these documents, has materially evolved since the issuance of these documents and that some information presented will not be applicable to this Construction Contract or the Project.

1.4 **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 **TEN MILLION FOUR HUNDRED TWO THOUSAND FIFTEEN DOLLARS AND NO CENTS ($10,402,015.00)** and is subject to increase or decrease at the sole discretion of the Executive Director. Contractor further acknowledges and accepts that the Project must be

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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 Budget.

1.5 **Project Format**. In the performance of this Construction Contract, the Contractor acknowledges and accepts that scope and schedule are critical for Project delivery. Based on these considerations, the City has elected to utilize a CM/GC project delivery approach and will fast track the Project.

1.5.1 The Contractor is familiar with this approach and understands that the CM/GC method is a specialized and rigorous delivery approach requiring maximum cooperation between all Parties. As a consequence of the delivery approach, the Contractor acknowledges and accepts the following: (1) that the complete services to be rendered by the Contractor, the organizational and process inter-relationships governing construction and the construction cost, schedule and sequencing are either in the developmental stage or have not yet been fully defined; and (2) that portions of the Project could have their design completed as separate phases.

1.5.2 In preparing and submitting its GMP Proposal, the Contractor understands, confirms and agrees that its responsibility under this CM/GC approach is to construct the Project in accordance with the Contract Documents. It is further understood and accepted that because the GMP will be based, in part, on incomplete design documents, the Contractor shall exercise reasonable care and its best diligence, efforts and judgment to determine the intent of the most recent Project design documents, has or will have carefully considered this intent, both express and inferable, in calculating the GMP and has or will have based all of its GMP calculations on the scope of work, program and standards of workmanship, and quality of construction, equipment, materials and finishes that can be inferred from the most recent design documents and any documented Project expectations and/or requirements provided to the Contractor.

1.5.3 Subject to any allowed contingency provided for in Section 1.7.1, the Contractor further acknowledges and agrees the GMP fully accounts for any risks associated with failing to consider the design intent reasonably inferable from the Contract Documents. The Contractor has documented in its GMP Proposal any and all clarifications regarding the design intent, including the intended level of quality of the Project. No GMP increase or extension of the Contract Time will be allowed to account for any assumption, exclusion and clarification the Contractor failed to document or for any other item of Work covered by the Contract Documents that the Contractor failed to account for in its GMP Proposal.

1.6 **Allowances**. The allowances set forth in Contractor's GMP Proposal have been accepted by the Project Manager. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ any persons or entities against which the Contractor may make reasonable objection. Contractor's GMP Proposal sets forth all allowances applicable to the Work. Unless otherwise provided for in the Contract Documents:

1.6.1 Contractor will provide the Project Manager with proposed deadlines for the City to select materials and equipment under allowances within 90 days of the City issuing the Notice to Proceed. The City and Contractor will agree on final deadlines that avoid delays in the Work while providing the City sufficient time to make selections. Deadlines may be adjusted by mutual agreement of the Contractor and the Project Manager;

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

1.6.3 Contractor's costs for unloading and handling at the Project Site, labor, installation costs, and other expenses contemplated for the stated allowance amounts are included in the allowances. However, Contractor's home

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office overhead and profit for all allowance items are included in the Contractor's Fee and are not in the allowance; and

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

1.7 **GMP Contingency**.

1.7.1 **GMP Contingency Amount**. The GMP includes a contingency in an amount equal to a lump sum of **FIVE HUNDRED TWENTY-SEVEN THOUSAND TWO HUNDRED AND SIXTEEN DOLLARS AND NO CENTS ($527,216.00)** (the "**GMP Contingency**") to complete the Project.

1.7.2 **GMP Contingency Accounting.** The GMP Proposal is not a line item GMP. During the course of the Work, some GMP Proposal line items may exceed the estimated amounts and others may under run the estimated amounts shown in the GMP Proposal without impacting the overall GMP. The Contractor may charge to the GMP Contingency any costs which are properly reimbursable as Cost of the Work, but not the basis for a Change Order. These costs may include costs attributable to errors and omissions by the Contractor; costs to correct defective, nonconforming or damaged work; costs arising out of code changes or code upgrades required by governmental agencies; costs generated from development and clarification of the Contract Documents; overtime and acceleration costs to meet the contract schedule; and costs, including legal fees, for contractual disputes, with Parties other than the City. The GMP Contingency shall be increased to the extent that there are underruns in budget items included in the GMP that are not allowances. The Contractor shall request written approval of the Project Manager of each such charge or credit to the contingency prior to taking such action and shall provide a periodic reconciliation of contingency credits and expenditures in a format acceptable to the Project Manager.

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

1.8 **Design Consultant**. The Design Consultant or Designer is the legally approved professional architect/engineer, group, association, 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 DESIGN WORKSHOP, INC. In case of termination of the Design Consultant, the City will appoint a Design Consultant whose status under the Construction Contract shall be the same as that of the former Design Consultant.

1.9 **User Agency.** "**User Agency**" as used herein shall mean the Department of Parks and Recreation.

1.10 **Construction Team.** The Contractor, the City, and the Design Consultant shall work together to complete the Project. The Contractor shall provide leadership on all matters relating to Construction.

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2.0 CONTRACT DOCUMENTS

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

This CM/GC Construction Contract

The City's Request for Proposals, dated February 21, 2024 (RFP) (incorporated herein by reference).

Contractor's Response to RFP dated March 22, 2024, and Contractor's RFP Submittal dated April 25, 2024 (incorporated herein by reference).

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

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

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

Preconstruction Services Agreement dated July 30, 2024, (incorporated herein by reference as **Exhibit D**).

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

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

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

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

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

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

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

Design Documents: **Ruby Hill Phase 3** 100% Construction Documents Design Package including the drawings, specifications and narratives prepared by the Designer dated June 21, 2024 (incorporated herein by reference as **Exhibit L**).

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Equipment Rental Rate Schedule (attached as **Exhibit M**).

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

Contractor's GMP Proposal dated February 12, 2025, (attached as **Exhibit O).**

Contractor's GMP Proposal Summary and (attached as **Exhibit P**).

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

Self-Performed Work Letter (attached as **Exhibit R**).

Project Site (attached as **Exhibit S**).

2.2 If anything in the Contract Documents is inconsistent with this Construction Contract, this Construction Contract will govern. The order of precedence of the Contract Documents shall be as follows:

2.2.1 this Construction Contract, as may be modified by amendment or change orders;

2.2.2 the Special Contract Conditions;

2.2.3 the General Contract Conditions;

2.2.4 the Technical Specifications;

2.2.5 the Contract Drawings; and

2.2.6 the Contractor's GMP Proposal

2.2.7 all other Exhibits, whether attached to this Construction Contract, incorporated by reference or later added by Change Order.

2.3 The intent of the Contract Documents is to include all terms, conditions, work items and services necessary or required for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be binding as if required by all. Work items or services not covered in the Contract Documents will be required unless they are not consistent with the Contract Documents and are not inferable from the Contract Documents as being necessary to produce the result intended by the Contract Documents. Anything mentioned in the technical specifications and narratives and not shown on the contract drawings or shown on the contract drawings and not mentioned in the technical specifications and narratives, shall be of like effect as if shown or mentioned in both. Words and abbreviations that have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meaning.

2.4 It is contemplated by the Parties that numerous exhibits or attachments, including construction documents and final technical specifications, will not be accomplished or must be developed after execution of this Construction Contract and, as such, must be finalized, incorporated by reference and/or attached to and be made a part of the Contract Documents subsequent to execution of this Construction Contract. The incorporation of such exhibits or attachments into this Construction Contract shall be accomplished by written directive from the Executive Director

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of The Department of Transportation and Infrastructure or the Executive Director's designee. The Parties shall be diligent in accomplishing these exhibits and attachments. To the extent these new exhibits or attachments conflict with other exhibits or portions of this Construction Contract, the greater service, better quality or greater quantity shall be included in the Work.

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

3.0 SCOPE OF WORK

3.1 **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 I** and agrees to substantially complete said Work within the Contract Time and fully complete said Work in accordance with the Contract Documents. The Contractor may complete the Project earlier than the date for Substantial Completion established by the Contract Time, but any claim by the Contractor based on delay shall be based upon the date for Substantial Completion established by the Contract Time and not on an earlier projected completion date that the Contractor may propose.

3.2 **Scope of Work**. The entire Scope of Work shall include the following:

3.2.1 **Preconstruction Phase Services**. The Preconstruction Services are comprised of all those services, obligations and responsibilities set forth in the Preconstruction Services Agreement, incorporated herein by this reference as **Exhibit D**. To expedite Project completion, the Parties entered into the Preconstruction Services Agreement to perform Preconstruction Services, in anticipation of the start of the Construction Phase of the Project. In accordance with the terms of the Preconstruction Services Agreement, compensation for the performance of such services is based on a lump sum fee for services. For the duration of this Construction Contract, the Contractor shall continue to perform any further Preconstruction Services required by the Project as part of its obligations under this Construction Contract as a Cost of the Work with no increase to the GMP.

3.2.2 **Construction Services.** The Construction Services shall include the furnishing of all construction administration, management, supervision and coordination experience and expertise, as well as all construction services, work effort, labor, tools, supplies, manufactured components, equipment, materials, and everything else necessary and required to complete the construction of the Project on time and within budget; while satisfying the City's longstanding commitment to quality, efficiency, value, innovation, partnering, responsiveness to agency and community needs and compliance with all applicable regulatory requirements in the performance of general public improvements. Compensation for the Construction Services shall be in accordance with the terms and conditions of this Construction Contract.

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

3.2.4 **The Work.** The terms "**Scope of Work**" or "**Work**" as used herein shall mean all construction services required by, or reasonably inferable from, the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to necessary to complete the Project.

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3.3 **Acknowledgement of Scope of Work.** The Contractor expressly recognizes and acknowledges that this Project must be completed within the time and fiscal constraints as set forth throughout this Construction Contract.

3.3.1 The Contractor further represents to the City that by executing this Construction Contract, it has been fully informed of and has thoroughly reviewed the following: the objectives of the Project; the work effort of the Design Consultant performed to date for the Project; all of the Contract Documents attached to this Construction Contract or incorporated by reference; the City's general time and budget constraints and contingencies applicable to the Budget; and all of the Work required by the Contractor by the Contract Documents. Based upon this thorough review and analysis and recognizing that the contract for design services is between the City and the Designer, the Contractor nonetheless represents to the City that it will provide or perform all of the necessary Work within the requirements of the Contract Documents.

3.3.2 Also by execution of this Construction Contract, the Contractor covenants and represents that the Contractor has visited the Project Site and has had sufficient time and opportunity to independently examine and is sufficiently familiar with: the Project Site, the character and nature of the Project Site layout and materials, the character and nature of all Project Site constraints, restrictions and limitations, and limitations on ingress, egress and construction staging and performance; and the local conditions under which the Work is to be performed, including weather conditions and any other factors which may impact the Work. The Contractor further represents that it has taken into consideration and correlated these direct observations, examinations and investigations with the requirements of the Contract Documents and in the pricing of the Work, the formulation of the GMP, the Contractors Fee and in preparing all Exhibits.

3.3.3 Also by execution of this Construction Contract, the Contractor represents that it has reviewed and is familiar with the City's general expectations and scheduling assumptions regarding the completion of the Project and opening of the completed facility and that, given the Scope of Work, these scheduling assumptions are reasonable and achievable. The Contractor further represents that it will take into consideration and correlate these assumptions and constraints with the requirements of the Contract Documents and in the pricing of the Work, the GMP and the Contractor's Fee.

3.3.4 Finally, the Contractor represents that it has reviewed the Design Consultant Agreements and the Design Documents, accepts the terms and requirements thereof and affirmatively states that the Project, as expressed by the design documents and the Project requirements and constraints is a reasonable and constructible Project, incorporating a reasonable and workable delivery approach, schedule and budget.

4.0 RELATIONSHIP OF THE PARTIES

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

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

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use its best efforts to complete the Work in an expeditious and economical manner, consistent with the interests of the City.

4.3 The City has a separate agreement with the Design Consultant to design the Project and to provide construction contract administration services necessary to ensure that the Work conforms to the Design Documents and Technical Specifications. Both the Contractor and the Design Consultant shall be given direction by the City, or the City's designated and authorized representative(s). The Contract Documents shall not be deemed to create any contractual relationship between the Design Consultant and the Contractor or any separate contractors, subcontractors of any tier or suppliers on the Project. The relationship between the Contractor and the Design Consultant is intended to be cooperative and proactive, with both participating on the same team with the City.

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

4.5 **City Delegation of Authority**. With reference to General Contract Condition 109, DEPUTY MANAGER and General Contract Condition 212, CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Executive Director hereby delegates to the City Engineer the authority necessary to undertake the decisions designated as being the responsibility of the Deputy Manager. The City Engineer hereby designated as Project Manager with authority to handle the day-to-day administration of the Agreement, the following personnel:

Ethan Frey, Project Manager, ethan.frey@denvergov.org

5.0 COORDINATION AND COOPERATION

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

5.2 The Contractor shall, as a continuing work item under this Construction Contract, facilitate coordination, communication and cooperation regarding its performance hereunder between the Project Manager, the Design Consultant, the User Agency, other City consultants and any affiliated entities. In addition, the Contractor shall coordinate its efforts under this Construction Contract with all involved governmental and regulatory entities.

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

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

5.5 The Contractor shall use its best efforts and take all necessary precautions to protect and prevent damage and/or disruption to all City facilities and equipment and shall coordinate all ingress and egress requirements with appropriate

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persons and agencies.

6.0 CONTRACT TIME, SUBSTANTIAL COMPLETION AND LIQUIDATED DAMAGES

6.1 **Substantial Completion**. The term "Substantial Completion" is defined in the General Conditions. The number of days the Contractor shall have to attain Substantial Completion of the Scope of the Work set forth in the Contract Documents is set forth in this Section.

6.2 **Construction Time**. The term "Construction Time" is defined as the total number of days between the date of the Notice to Proceed with Construction and the date on which Substantial Completion of all Work must be completed by the Contractor. The Construction Time shall be: 336 Calendar Days.

6.3 **Final Completion**. Final Completion of the Work occurs following Substantial Completion when all punch list items are completed and the Contractor has provided the City with a Final Lien release Form (which may be contingent upon receipt of Final Payment, in the form of **Exhibit H**). The term "Final Completion" is defined in the General Conditions.

6.4 **Liquidated Damages**. The Parties recognize and agree that time is of the essence for 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 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. This paragraph 6.4 replaces General Contract Condition 602 and is the full amount recoverable from Contractor for failing to achieve substantial performance within the Contract Time.

Amount Per Day **$1000.00**

7.0 **Subcontractor Selection**. The Contractor recognizes and accepts that the subcontractor and supplier selection and contracting procedures specified herein are intended to promote pricing or buyout of the Work which is fair and reasonable and, to the greatest extent practicable, is based on fair and open competition. As such, all Work, except for Work or Services included in the Contractor's Fee, the Contractor's General Conditions or Work performed by the Contractor with the prior written approval of the Project Manager ("Self-Performed Work") shall be procured based upon competitive bids awarded to the lowest, responsive and qualified bidder and subcontracted to "Subcontractors" and "Suppliers," which may include Contractor Self-Performed Work under Section 7.1, in accordance with **Exhibit R** and in compliance with the General Conditions, incorporated herein by reference as **Exhibit A**. Each Subcontractor and Supplier selection shall be reviewed by the City and the City reserves the right to reject any Subcontractor or Supplier in accordance with the terms and conditions of the General Conditions or in the event the City determines that the selection was not made after a competitive bid. Upon request of the Contractor, the City may waive the competitive bid requirement of this Section for specific scope items with the express written approval of the Project Manager.

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7.1 Self-Performed Work.

7.1.1 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 O** 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.

7.1.2 Notwithstanding the bidding requirements set forth in Section 7.1.1, the Contractor has submitted to the City a final Self Performed Work Proposal for the Rough Carpentry, Backing and Blocking, Doors, Frames & Hardware Installation, Storm Water Management / Erosion Control Maintenance, Cleaning, Preparation and protection of surfaces, Safety construction, Miscellaneous other scopes of work that subcontractors have excluded from their proposals, but are required to complete the project work on the Project. Such final Proposal shall be for the scope of work described in the GMP Self Performed Work Proposal attached hereto as **Exhibit O** and, under no circumstances, shall the proposal exceed the maximum amount for such work set forth in **Exhibit N**. Upon receipt of the final Proposal, the Manager may, at the Manager's sole discretion, accept the proposal, reject the proposal or engage in further negotiations regarding this work. If finally accepted by the Manager, 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.

7.2 Subcontract Forms. All subcontracts will be between the Contractor and the selected Subcontractors or Suppliers. The form of each subcontract shall be furnished to the City for review and acceptance as to form, which acceptance shall not be unreasonably withheld. All subcontracts shall require that all Subcontractors or Suppliers of any tier performing Work accept and agree to be bound by the terms and conditions of the Contract Documents and to assume toward the Contractor all obligations and responsibilities the Contractor, by the Contract Documents, assumes toward the City. All subcontracts shall preserve and protect the rights of the City under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof shall not prejudice these rights.

7.3 Substitution. The Contractor shall make no substitution for a Subcontractor or Supplier previously selected without the prior written approval of the Project Manager and such approval shall not be unreasonable withheld.

7.4 Responsibility. The Contractor shall be responsible to the City for the acts and omissions of its agents and employees, Subcontractors and Suppliers of any tier, and their agents and employees performing Work under this Construction Contract.

8.0 COMPENSATION

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

8.1.1 Cost of wages paid for labor in the performance of the Work at the Project Site or with the City's

agreement at offsite workshops, 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 these increases shall also be included as a cost of the work. Costs paid or incurred by the Contractor shall include actual wages for the Contractor's own personnel (including overtime premiums as applicable), taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and for personnel not covered by such agreements, customary benefits and the Contractor's company policy such as sick leave, individual and dependent medical and health benefits, disability insurance, holidays, craft training fund, vacation, pension, and, as applicable, 401K contributions. The City and the Contractor agree that the wages and burden for the personnel referenced in this paragraph and paragraphs 8.1.17 and 8.1.18 shall be charged as a Cost of the Work at not less than the stipulated fixed rates set forth on Prevailing Wage Rate Schedule, attached as **Exhibit F,** or as appropriate charges at the stipulated fixed rates set forth on the Billing Rates for Staffing and Salaried Schedule, 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 Costs, including transportation, inspection, handling, storage and maintenance, of all temporary facilities and all materials, supplies, equipment and hand tools not owned by the workmen that are consumed in the performance of the Work on the Project. The Contractor shall negotiate with the City the salvage value of all items purchased and used on the Project but not consumed, damaged, lost or stolen at the completion of the work, crediting any proceeds against the Cost of the Work. If the Contractor and the City cannot agree on the salvage value of the above items then said items shall remain the property of the City and the Contractor shall give no credit to the Cost of the Work. The Contractor may institute a voluntary recycling program.

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

8.1.9 The actual cost of the premiums, not to exceed 1.28% of the Cost of the Work, for all bonds that the Contractor is required to procure by this Construction Contract shall be charged as a Cost of the Work. The actual cost of the premiums, not to exceed the percentage of the Cost of the Work, per rates identified in **Exhibit N**, for all other insurance that the Contractor is required to procure by this Construction Contract or that are deemed necessary by the

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Contractor with the City's written approval shall be charged as a Cost of the Work.

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

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

8.1.12 Actual costs of reproduction, telegrams, facsimile transmissions, mobile phones, long distance telephone calls, telephone service at the Project Site, postage and express delivery charges, and reasonable petty cash expenses of the Project Site office in connection with the Work.

8.1.13 Cost of removal of all debris from the Project Site.

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

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

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

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

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

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

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

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

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permission of the Project Manager.

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

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

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

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

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

8.1.27 All costs and fees incurred in the performance of work and approved for payment under the Preconstruction Services Agreement in **Exhibit D**.

8.1.28 Deposits for materials, design of manufactured items and supplied items is the responsibility of the contractor. Reimbursements will be made once the item is installed and accepted by the Project Manager.

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

8.2.1 Salary of any officer of the Contractor.

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

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

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

8.2.5 Expenses of the Contractor's principal office and offices, other than the Project Site office.

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

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

8.2.8 Any cost that would cause the GMP to be exceeded.

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

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8.2.10 Costs of retesting non-conforming Work.

8.3 **Contractor's Fee**. The Contractor's Fee (the "Contractor's Fee") to be paid to the Contractor and included in the GMP shall be a lump sum of **TWO HUNDRED SIXTY-EIGHT THOUSAND FIVE HUNDRED THIRTY-SEVEN DOLLARS AND NO CENTS ($268,537.00)** payable in progress installments pursuant to a mutually agreeable schedule of progress installments.

8.4 **Guaranteed Maximum Price**.

8.4.1 **Guaranteed Maximum Price.** The City agrees to pay the Contractor, and the Contractor agrees to accept, the not to exceed sum of **TEN MILLION FOUR HUNDRED TWO THOUSAND FIFTEEN DOLLARS AND NO CENTS ($10,402,015.00)**, as the GMP, for which the Contractor will perform all Work necessary to complete the Project. The GMP is subject to the qualifications, clarifications, assumptions, exclusions and allowances in the GMP Proposal. The GMP is subject to adjustments as provided in the Contract Documents. The GMP includes Contractor's Fee.

8.4.2 The Guaranteed Maximum Price consists of the sum of (i) the estimated Cost of the Work; and (ii) the Fee. The Contractor has presented and the City has accepted Contractor's GMP Proposal attached hereto as **Exhibit O.** The Parties specifically agree that the City shall not be subject to any cost, charge or fee under this Agreement that is not specified in this Agreement.

8.5 **Savings.** In the event that the actual Cost of the Work plus the Fee shall be less than the GMP, the resulting savings shall inure One Hundred Percent (100%) to the City. The Contractor shall distribute such savings to the City by Change Order that either reduces the GMP, increases Owner's Contingency or implements enhancements or additions to the Project requested by the City.

8.6 **Construction Contract Amount and Funding**. In accordance with the terms of this Construction Contract, the maximum Construction Contract Amount to be paid by the City to the Contractor under this Agreement shall not exceed **TEN MILLION FOUR HUNDRED TWO THOUSAND FIFTEEN DOLLARS AND NO CENTS ($10,402,015.00).** The Contractor guarantees and warrants that the Project will be completed by its performance hereunder for the GMP amount. In no event will the City's liability exceed the maximum Construction Contract Amount, as adjusted by duly authorized change order in accordance with this Construction Contract. The Parties specifically agree that any performance by the Contractor hereunder shall not subject the City to any cost, charge or fee not specified above.

9.0 DISPUTE RESOLUTION

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

10.0 ADDITIONAL PROVISIONS

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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, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder. Further, the Contractor agrees to comply with the provisions of Section 28-45 to 28-47, DRMC, and all Rules and Regulations promulgated and adopted by the Manager of DOTI 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 set forth in **Exhibit Q**.

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

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

10.2.3 Additional Insureds: For Commercial General Liability, Auto Liability, Contractors Pollution Liability Including Error & Omissions, and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

10.2.4 Waiver of Subrogation: For all coverages required under this Agreement, with the exception of Professional Liability - if required, Contractor's insurer shall waive subrogation rights against the City.

10.2.5 Subcontractors and Subconsultants: All subconsultants, subcontractors, independent contractors,

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suppliers or other entities providing goods or services required by this Agreement shall be subject to all of the requirements herein. Contractor shall require all of its subcontractors and subconsultants of any tier to provide insurance coverage in types and amounts required by the Contractor, but in amounts of at least $1,000,000 Commercial General Liability, Business Auto Liability insurance of $1,000,000 combined single limit, statutory Workers' Compensation coverage, and $1,000,000 professional liability for any subcontractor performing design or engineering work. Contractor agrees to provide proof of insurance for all such subcontractors, subconsultants, independent contractors, suppliers or other entities upon request by the City.

10.2.6 Workers' Compensation and Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with minimum limits of $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims.

10.2.7 Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of $1,000,000 for each bodily injury and property damage occurrence, $2,000,000 products and completed operations aggregate (if applicable), and $2,000,000 policy aggregate.

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

10.2.9 Builder's Risk or Installation Floater: Contractor shall maintain limits equal to the completed value of the project. Coverage shall be written on an all risk, replacement cost basis including coverage for soft costs, flood and earth movement, if in a flood or quake zone, and, if applicable, equipment breakdown including testing. The City and County of Denver, Contractor, and subcontractors shall be Additional Named Insureds under the policy. Policy shall remain in force until acceptance of the project by the City.

10.2.10 Contractors Pollution Liability Including Errors and Omissions: Contractor shall maintain limits of $1,000,000 per occurrence and $2,000,000 policy aggregate. Policy to include coverage for errors and omissions, bodily injury, property damage including loss of use of damaged property, defense costs including costs and expenses incurred in the investigation, defense or settlement of claims, and cleanup 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.

10.2.11 Additional Provisions:

10.2.12.1 For claims-made coverage: The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

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

10.3 **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.

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

10.4.1 This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code ("DRMC"), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the "**MWBE Ordinance**"); and any Rules and Regulations promulgated pursuant thereto. The contract goal for MWBE participation for this Agreement is **nineteen percent (19%).**

10.4.2 Under § 28-68, DRMC, the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting MWBEs performing on this Agreement through change order, contract amendment, force account, or other modification under § 28-70, DRMC. Contractor acknowledges that:

10.4.2.1 If directed by DSBO, the Contractor is required to develop and comply with a Utilization Plan in accordance with § 28-62(b), DRMC Along with the Utilization Plan requirements, the Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.

10.4.2.2 If change orders or any other contract modifications are issued under the Agreement, the Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-70, DRMC, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.

10.4.2.3 If change orders or other amendments or modifications are issued under the contract that include an increase in the scope of work of this Agreement, whether by amendment, change order, force account or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change orders or contract modification shall be promptly submitted to DSBO for notification purposes.

10.4.2.4 Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subcontractors are subject to the original contract goal. The Contractor shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, DRMC The Contractor must also satisfy the requirements under §§ 28-60 and 28-73, DRMC, with regard to changes in scope or participation. The Contractor shall supply to DSBO all required documentation under §§ 28-60, 28-70, and 28-73, DRMC, with respect to the modified dollar value or work under the contract.

10.4.2.5 If applicable, for contracts of one million dollars ($1,000,000.00) and over, the Contractor is required to comply with § 28-72, DRMC regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.

10.4.2.6 Termination or substitution of an MWBE subcontractor requires compliance with § 28-73, DRMC

10.4.2.7 Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-76 of the MWBE Ordinance.

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10.4.2.8 Should any questions arise regarding specific circumstances, the Contractor should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

10.5 Compliance with Wage Rate Requirements.

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

Date bid or request for qualifications/proposals was advertised **February 21, 2024**,

10.5.2 Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of written encumbrance if no bid/proposal issuance date is applicable. Contractor may charge adjusted rates paid as a Cost of the Work pursuant to Section 8.1.1. Increases in prevailing wage rates will be paid out of the GMP Contingency and will not increase the GMP or any City held contingency.

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

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

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

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

10.5.7 COMPLIANCE WITH DENVER WAGE LAWS: To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 DRMC, including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing DRMC Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing DRMC Sections shall result in the penalties and other remedies authorized therein.

10.6 Applicability of Laws. This Contract and Agreement between the Contractor and the City shall be deemed to have been made in the City and County of Denver, State of Colorado and shall be subject to, governed by and interpreted

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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, **TEN MILLION FOUR HUNDRED TWO THOUSAND FIFTEEN DOLLARS AND NO CENTS ($10,402,015.00)** have been appropriated for this Construction Contract. The Executive Director of DOTI, 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.

10.8 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 DOTI 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.

10.9 **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.

10.10 **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.

10.11 **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.

10.12 **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.

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10.13 **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.

10.14 **Proprietary or Confidential Information**.

10.14.1 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.

10.14.2 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.

10.15 **Status of Contractor**. It is understood and agreed that the status of the Contractor shall be that of an independent contractor retained on a contractual basis to perform work or services for limited periods of time, and it is not intended, nor shall it be construed, that the Contractor, or any member of its staff or any consultant, is an employee, officer or Director of the City under Chapter 18 of the Denver Revised Municipal Code, for any purpose whatsoever.

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

10.17 **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:

FRANSEN-PITTMAN CONSTRUCTION CO., INC.

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

9563 S. Kingston Court, Suite 200
Englewood, Colorado 80112

If to the City:

City and County of Denver
Executive Director of the Department of Transportation & Infrastructure, or Designee
201 West Colfax Avenue, Dept. 608
Denver, Colorado 80202

With a copy of any such notice to:

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

and

Ethan Frey, Project Manager, DOTI
201 West Colfax Avenue, Dept. 608
Denver, Colorado 80202

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

10.18 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, rights, or compliance beyond the expiration or termination of this Construction Contract (by expiration of the term or otherwise), shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Contractor's obligations for the provision of insurance, for indemnity to the City and for preserving confidentiality of trade secrets and other information shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

10.19 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.

10.20 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.

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

10.22 Electronic Signatures and Electronic Records. The Consultant consents to the use of electronic signatures

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

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[ELECTRONIC SIGNATURES FOLLOW]

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Contract Control Number: DOTI-202578822-00
Contractor Name: FRANSEN-PITTMAN CONSTRUCTION CO., INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By: _____

_____

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

Contract Control Number: DOTI-202578822-00
Contractor Name: FRANSEN-PITTMAN CONSTRUCTION CO., INC.

By: DocuSigned by: Jim Andrews 02E9999C77B44FC...

Name: Jim Andrews
(please print)

Title: V.P. Operations
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

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EXHIBIT A

GENERAL CONTRACT CONDITIONS

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EXHIBIT B

SPECIAL CONTRACT CONDITIONS

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SPECIAL CONTRACT CONDITIONS

CITY AND COUNTY OF DENVER
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

SC-1 CONSTRUCTION SPECIFICATIONS

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

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

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

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

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

Building Code of the City and County of Denver

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

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

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

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

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

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

The *Manual on Uniform Traffic Control Devices for Streets & Highways* is available for review as stated above or can be viewed at the Federal Highway Administration Website at: www.fhwa.dot.gov, where you will also find purchase information.
The "*Colorado Department* of *Transportation Standard Specifications for Road and Bridge Construction"* is available for review as stated above, or can be purchased from the Colorado Department of Transportation.

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

SC-2 CITY DELEGATION OF AUTHORITY

With reference to General Contract Condition 109, DEPUTY MANAGER and General Contract Condition 212, CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Executive Director hereby designates the City Engineer as the City official responsible for those certain actions and decisions designated as the responsibility of the Deputy Manager under the General Conditions and delegates to the City Engineer the authority necessary to undertake those responsibilities under this Contract. The Director shall have supervisory responsibility over the Project Manager. Additionally, Contractor questions concerning the Plans and Technical Specifications shall be directed to:

Denver Department of Transportation and Infrastructure / Engineering Division,

Project Manager
Ethan Frey

Consultant
Design Workshop, Inc.

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."

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SC-6 CONTRACT TIME

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

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

SC-7 RESERVED.

SC-8 RESERVED.

SC-9 WORK

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

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

SC-10 WORKING HOURS AND SCHEDULE

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

1. Work shall normally not be done on Saturdays, Sundays, City observed holidays, or outside of the daytime working hours which may be specified in the Special Conditions, except for such work as may be necessary for proper care, maintenance, and protection of Work already done, or in cases when the Work would be endangered or when hazard to life or property would result The Contractor shall comply with Denver's noise control ordinance during all working hours.

2.. If the Contractor believes it may be necessary to work on Saturdays, Sundays, holidays, city furlough days, or at night, the Contractor shall make prior arrangements with the Project Manager and receive written approval at least twenty-four (24) hours before such work period so that proper inspection and engineering services can be provided. Such approval may be revoked by the Project Manager if the Contractor fails to maintain adequate equipment and lighting at night for the proper prosecution, control and inspection of the Work. If Work is done outside of approved working hours, and the Project Manager has not assigned inspectors to the Work, the Work performed during those periods of time may be declared defective solely on the grounds that it was not properly inspected.

3. The Contractor shall schedule and coordinate the performance of all of its Subcontractors and Suppliers, including their use of the Work site. The Contractor shall keep the Subcontractors and Suppliers informed of the Project construction schedule to enable the Subcontractors and Suppliers to plan and perform their work properly.

4. The Contractor shall submit, with the GMP Proposal, a construction schedule which shall provide for the expeditious and practicable execution of the Work. Such construction schedule shall be in a Critical Path Method (CPM) format or such other format approved by the Project Manager. This Schedule shall be considered, upon City acceptance, the baseline schedule for the Project. A Critical Path Method schedule shall be required in any event for any Contractor Change Request pursuant to G.C. 1103.4 and any resulting claim. The receipt of the schedule by the Project Manager shall in no way constitute acceptance

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

2. Each Subcontractor which the Contractor expects to perform Work must be accepted in writing by the Project Manager before the Subcontractor begins work. The acceptance or rejection of any proposed Subcontractor shall be at the Project Manager's sole discretion. The reasons the Project Manager may use for not accepting a Subcontractor include, but are not limited to, the following:

   A. Default on a contract within the last five (5) years.

   B. Default on a contract which required that a surety complete the contract under payment or performance bonds issued by the surety.

   C. Debarment within the last five (5) years by a public entity or any organization which has formal debarment proceedings.

   D. Significant or repeated violations of Federal Safety Regulations (OSHA).

   E. Failure to have the specific qualifications listed in the Contract Documents for the work that the Subcontractor will perform.

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F. Failure to have the required City or Colorado licenses to perform the work described in the subcontract.

G. Failure to pay workers the proper wage and benefits or to pay suppliers or subcontractors with reasonable promptness within the last five (5) years.

H. Conviction, plea of *nolo contendere*, entry into a formal agreement admitting guilt or entry of a plea of guilty or otherwise admitting culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, anti-trust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Subcontractor's business, on the part of Subcontractor's principal owners, officers, or employees, within the last five (5) years.

I. Failure to pay taxes or fees to the City.

J. Evidence that the Subcontractor was selected by the Contractor through the process of bid shopping, dishonesty or buyout.

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

3. The Contractor shall submit a statement signed by an officer or principal of the Contractor certifying that the Contractor has investigated the qualifications and background of each proposed Subcontractor and certifying under oath that, to the best of their knowledge, none of the bases for rejection listed above exist. In lieu of this certification, the Contractor may identify, for each proposed Subcontractor, any of the issues listed above applicable to that Subcontractor and attach to that statement a list of all judicial and administrative proceedings in the last five (5) years in which any proposed Subcontractor is or was a party, the proceedings involving any of the issues listed above or in which any proposed Subcontractor filed for bankruptcy.

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

SC-12 PAYMENT PROCEDURE

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

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

Agency/Firm	Name	Telephone
Department of Transportation and Infrastructure	Ethan Frey	206-499-0462

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

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

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

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

SC-13 SCHEDULE OF VALUES FOR LUMP SUM SUBCONTRACTS

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

1. The Contractor shall furnish to the Project Manager, for review and approval, a Schedule of Values for lump sum subcontracts, in such detail as the Project Manager shall request, no later than thirty (30) Days prior to the issuance of the first pay application. The Schedule of Values shall show the amount included for each principal category of work and shall be in proper balance. No pay application shall be submitted until the submitted Schedule of Values is approved in writing by the Project Manager.

2. Should the City issue a Change Order that decreases or increases the Contract Amount, the Schedule of Values shall be modified to reflect the amount of such decrease or increase and resubmitted to the Project Manager at least fifteen (15) Days prior to the pay application reflecting such increase or decrease.

SC-14 APPLICATIONS FOR PAYMENT

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

1. Each complete application shall contain a list of Subcontractor and material invoices. If requested by the City, the Contractor will furnish the City with invoices shown on the lists which accompany any application for payment.

2. Application for payment shall be based on approved Cost of the Work items incurred, completed and/or certified by the Contractor. The application shall specify the Cost of the Work so certified as having been incurred by the Contractor for Work performed during the preceding period. The Contractor's Fee shall be paid based on the actual Cost of Work items incurred. Each application for payment shall also be accompanied by a written schedule of values which sets out the Cost of the Work for the Project together with the Contractor's accounting of the percentage of completion of each line item of Cost of the Work of which the City is liable to pay the Contractor.

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3. The Contractor shall certify in writing with each application for payment that to its knowledge the Project will be completed at a cost within the Guaranteed Maximum Price, as modified by change orders, and shall identify with reasonable particularity any circumstances which could result in the total cost to the Contractor (including Fee) in completing the Project exceeding the Guaranteed Maximum Price.

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

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

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

7. If the Contractor disputes a Subcontractor's or Supplier's entitlement to a portion of the previous progress payment, the Contractor shall submit to the City copies of any written communication from the Contractor to such Subcontractor or Supplier explaining the Contractor's determination not to render payment to such Subcontractor or Supplier, together with proof of service of such written communication upon such Subcontractor or Supplier.

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8. Each application for payment shall be signed. Such signed application for payment shall constitute a representation by the Contractor to the City that the Work has progressed to the point indicated; that the quality of the Work covered by the estimate is in accordance with the Contract Documents; that each obligation covered by the payment application has been properly incurred, is a proper charge and has not been the basis of any previous application (except as otherwise noted); that the money received as a result of the application will be used to discharge the Contractor's obligations under the Contract; and that the Contractor is entitled to payment in the amount requested. The Project Manager must also verify and certify the estimate of Work completed prior to any acceptance by the City. The Project Manager may delegate the verification of specific work to the Design Consultant.

9. By submitting an application for payment, the Contractor warrants that: (i) the title to the Work covered by an application for payment will pass to the City upon receipt of payment by the Contractor; (ii) the Work covered by previous payment applications is free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens", except for any interest created by retainage; and (iii) no Work covered by an application for payment is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or any other person or entity.

10. The Contractor shall not include in its application for payment any billing for defective Work or for work performed by Subcontractors or Suppliers if it does not intend to pay the Subcontractors or Suppliers for such work.

11. Approval of an application for payment of Work completed or actual payment by the City shall not foreclose the right of the City to examine the books and records of the Contractor to determine the correctness and accuracy of any item.

12. Should the City decline or fail to approve for payment any items of the Contractor's Fee, the Cost of the Work, or any other item shown on an application for payment, the City shall notify the Contractor in writing, setting forth the reasons for such action. The City shall pay that portion of each payment application which is not disapproved in writing by the City.

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

SC-15 DISCOUNTS, REBATES AND REFUNDS

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

SC-16 ADJUSTMENT OF CONTRACT AMOUNT

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

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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 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, i.e., social security. The burden shall be itemized and include all small tools and miscellaneous supplies. The total labor burden for such small tools shall not exceed two percent (2%) of the Direct Labor cost.

   C. 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

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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 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.

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(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.

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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 DOTI Executive Director and the City Attorney.

2. Before the Contract is executed, the Contractor shall have furnished such surety bonds and appropriate Powers of Attorney as a guarantee of the faithful performance of the Contract and the payment of bills for labor and materials.

3. The DOTI Executive Director may direct, at his sole discretion, that the required payment and performance bonds be combined in a format approved by the City Attorney.

4. The Contractor shall provide a Consent of Surety for any duly executed Change Order that increases the Contract Amount, thereby increasing the penal sum of the bonds.

5. The form of the Performance and Payment Bond to be used by the Contractor is included in the Contract Documents.

SC-18 CONSTRUCTION INSPECTION BY THE CITY

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

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

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2. The Building Inspection Division will perform building code compliance inspections for structures designed for human occupancy. It is the General Contractor's responsibility to schedule and obtain these inspections. If a code compliance inspection results in identification of a condition which will be at variance to the Contract Documents, the General Contractor shall immediately notify the Project Manager and confirm such notification with formal correspondence no later than two (2) working days after the occurrence.

3. When any unit of government or political subdivision, utility or railroad corporation is to pay a portion of the cost of the Work, its respective representatives shall have the right to inspect the Work. This inspection shall not make any unit of government or political subdivision, utility or railroad corporation a party to the Contract, and shall not interfere with the rights of either party.

SC-19 AUTHORITY OF INSPECTORS

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

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

SC-20 TERMINATION OF CONTRACT FOR CONVENIENCE OF THE CITY

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

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

2. Upon receipt of such notice of termination, the Contractor shall:

   A. Stop work as specified in the notice;

   B. Terminate all orders and subcontracts except as necessary to complete Work which is not terminated;

   C. If directed in writing by the Manager to do so, assign all right, title, and interest in subcontracts and materials in progress, in which case the City will have the right, in its discretion, to settle or pay any or all Claims arising out of the termination of such subcontracts;

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D. Settle outstanding liabilities and claims with the approval of the Manager;

E. Complete performance of such part of the Work as has not been terminated; and

F. Take such other actions as may be necessary, or as may be directed by the City, for the protection and preservation of the property related to the Contract.

3. Except as provided herein, any inventory resulting from the termination of the Contract may, with written approval of the Manager, be sold or acquired by the Contractor under the conditions prescribed by and at prices approved by the City.

4. Upon receipt of notice of such termination, the Contractor shall submit to the Project Manager a request for final payment, in a form and with certification prescribed by the City. Such request shall be submitted promptly but in no event later than sixty (60) Days from the effective date of termination, unless extended in writing by the Project Manager upon the written request of the Contractor within such sixty (60) Day period.

5. The final payment to the Contractor after a termination for convenience shall be calculated by adding the following amounts:

(1) Any actual costs incurred by the Contractor since the last approved pay request that are reimbursable as a Cost of the Work plus the proportionate Fee on such costs;

(2) The actual costs incurred by the Contractor for terminating the Work and for protecting the Work in the manner, if any, directed by the City, plus the proportionate Fee on such costs; and

(3) Retainage withheld for completed and accepted Work.

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

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G.C. 2202. The Contractor shall, as requested by the City, furnish clear copies of any such materials.

10. In the event the parties fail to agree in whole or in part on the amount or amounts to be paid to the Contractor in connection with the termination of work pursuant to this G.C. 2202, the Contractor may appeal the Project Manager's determination as to the amount owed in accordance with Title 13, except that, if the Contractor has failed to submit its request for payment within the time provided above and has failed to request an extension of such time, it shall have no such right of appeal.

SC-21 SUBCONTRACTS

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

SC-22 RESERVED

SC-23 DISPOSAL OF NON-HAZARDOUS WASTE AT DADS

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

SC-24 PROHIBITION ON USE OF CCA-TREATED WOOD PRODUCTS

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

SC-25 WAIVER OF: PART 8 OF ARTICLE 20 OF TITLE 13, COLORADO REVISED STATUTES.

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

SC-26 DEBARRED SUBCONTRACTORS PROHIBITED

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

SC-27 ATTORNEY'S FEES

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

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Because the City Attorney Staff does not bill the City for legal services on an hourly basis, the Contractor agrees a reasonable fee shall be computed at the rate of one hundred dollars ($100.00) per hour of City Attorney time.

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EXHIBIT C

MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PROGRAM COMPLIANCE PLAN

(INCORPORATED BY REFERENCE)

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EXHIBIT D

PRECONSTRUCTION SERVICES AGREEMENT

(INCORPORATED BY REFERENCE)

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EXHIBIT E

EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS

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Equal Employment Opportunity Provisions

RULES AND REGULATIONS
REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

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

RULE I - *DEFINITIONS*

A. "City" means the City and County of Denver.

B. "Manager" shall mean the Manager of DOTI for the City and County of Denver.

C. "Contract" means a contract entered into with the City and County of Denver, financed in whole or in part by local resources or funds of the City and County of Denver, for the construction of any public building or prosecution or completion of any public work.

D. "Contractor" means the original party to a contract with the City and County of Denver, also referred to as the "general" or "prime" contractor.

E. "Director" means the Director of the Division of Small Business Opportunity.

F. "Subcontractor" means any person, company, association, partnership, corporation, or other entity, which assumes by subordinate agreement some or all of the obligations of the general or prime contractor.

G. The phrase "Bidding Specifications" as used in Article III, Division 2 of Chapter 28 of the Revised Municipal Code shall include BID CONDITION, INVITATION TO BID, and NOTICE OF PROPOSAL.

H. "Affirmative Action Program" means a set of specific and result-oriented procedures or steps to which a contractor commits himself to apply every good faith effort to employ members of ethnic minority groups, to include persons of African descent (Black), Spanish surnamed (Hispanic), Asian-American, American Indians, and persons with mental or physical handicap.

I. "Division of Small Business Opportunity" means the City agency established pursuant to Article III, Division 1 of Chapter 28 of the Denver Revised Municipal Code.

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RULE II - *NOTICE OF HEARING*

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

RULE III - *HEARING*

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

REGULATIONS

REGULATION NO. 1 - ORDINANCE:

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

REGULATION NO. 2 - EXEMPTIONS:

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

REGULATION NO. 3 - DIRECTOR OF CONTRACT COMPLIANCE:

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

REGULATION NO. 4 - GOALS AND TIMETABLES:

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

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

REGULATION NO. 5 - AWARD OF CONTRACTS:

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

REGULATION NO. 6 - PUBLICATION AND DUPLICATION:

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

REGULATION NO. 7 - NOTICE TO PROCEED:

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

REGULATION NO. 8 - CONTRACTS WITH SUBCONTRACTORS:

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

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

REGULATION NO. 9 - AGENCY REFERRALS:

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

REGULATION NO. 10 - CLAUSES:

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

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

All amendments to the appendices shall be included by reference.

REGULATION NO. 11 - SHOW CAUSE NOTICES:

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

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

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

2. APPENDIX F: The Bid Conditions - Affirmative Action Requirements - Equal Employment Opportunity as published by the Department of Transportation and Infrastructure, City and County of Denver, shall be inserted verbatim as bidding specifications for every non-exempt contract using City funds.

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CITY AND COUNTY OF DENVER
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

APPENDIX A

CITY AND COUNTY OF DENVER EQUAL OPPORTUNITY CLAUSE - ALL CONTRACTS

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Each Contractor will comply with all provisions of Article III, Division 2 of Chapter 28 of the Revised Municipal Code, and the rules, regulations, and relevant orders of the Manager and the Director.

5. The Contractor will furnish all information and reports required by Article III, Division 2 of Chapter 28 of the Revised Municipal Code, and by rules, regulations and orders of the Manager and Director or pursuant thereto, and will permit access to his books, records, and accounts by the Manager, Director, or their designee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts in accordance with procedures authorized in Article III, Division 2, Chapter 28 of the Revised Municipal Code, or by rules, regulations, or order of the Manager.

7. The Contractor will include Regulation 12, Paragraph 2 and the provisions of paragraphs (1) through (6) in every subcontract of purchase order unless exempted by rules, regulations, or orders of the Manager issued pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code, so that such provisions will be binding on each subcontractor or supplier. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

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

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

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CITY AND COUNTY OF DENVER
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

APPENDIX F

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

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

NOTICE

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

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

/s/ _____

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

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A. REQUIREMENTS - AN AFFIRMATIVE ACTION PLAN:

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

1. GOALS AND TIMETABLES:

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

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

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

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

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

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

2. SPECIFIC AFFIRMATIVE ACTION STEPS:

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

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

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

b. The Contractor should have maintained a file of the names and addresses of each minority and female referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the Contractor, the reasons. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred, not employed by the Contractor, the file should have documented this and their reasons.

c. The Contractor should have promptly notified DOTI, and the Division of Small Business Opportunity when the union or unions with which the Contractor has collective bargaining agreements did not refer to the contractor a minority or female sent by the contractor, or when the Contractor has other information that the union referral process has impeded efforts to meet its goals.

d. The Contractor should have disseminated its EEO policy within its organization by including it in any employee handbook or policy manual; by publicizing it in company newspapers and annual reports and by advertising such policy at reasonable intervals in union publications. The EEO policy should be further disseminated by conducting staff meetings to explain and discuss the policy; by posting of the policy; and by review of the policy with minority and female employees.

e. The Contractor should have disseminated its EEO policy externally by informing and discussing it with all recruitment sources; by advertising in news media, specifically including minority and female news media; and by notifying and discussing it with all subcontractors.

f. The Contractor should have made both specific and reasonably recurrent written and oral recruitment efforts. Such efforts should have been directed at minority and female organizations, schools with substantial minority and female enrollment, and minority and female recruitment and training organizations within the Contractor's recruitment area.

g. The Contractor should have evidence available for inspection that all tests and other selection techniques used to select from among candidates for hire, transfer, promotion, training, or retention are being used in a manner that does not violate the OFCCP Testing Guidelines in 41 CFR Part 60-3.

h. The Contractor should have made sure that seniority practices and job classifications do not have a discriminatory effect.

i. The Contractor should have made certain that all facilities are not segregated by race.

j. The Contractor should have continually monitored all personnel activities to ensure that its EEO policy was being carried out including the evaluation of minority and female employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.

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

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

3. NON - DISCRIMINATION:

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

4. COMPLIANCE AND ENFORCEMENT:

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

B. CONTRACTORS SUBJECT TO THESE BID CONDITIONS:

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

1. Where the Office of Contract Compliance finds that a contractor failed to comply with the requirements of Article III, Division 2 of Chapter 28 of the Revised Municipal Code or the implementing regulations and the obligations under these Bid Conditions, and so informs the Manager, the Manager shall take such action and impose such sanctions, which include suspension, termination, cancellation, and debarment, as may be appropriate under the Ordinance and its regulations. When the Manager proceeds with such formal action it has the burden of proving that the Contractor has not met the goals contained in these Bid Conditions. The Contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these Bid Conditions.

2. The pendency of such proceedings shall be taken into consideration by DOTI in determining whether such contractor can comply with the requirements of Article III, Division 2 of Chapter 28 of the Revised Municipal Code, and is therefore a "responsible prospective contractor".

3. The Division of Small Business Opportunity shall review the Contractor's employment practices during the performance of the contract. If the Division of Small Business Opportunity determines that the Contractor's Affirmative Action Plan is no longer an acceptable program, the Director shall notify the Manager.

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C. OBLIGATIONS APPLICABLE TO CONTRACTORS:

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

D. GENERAL REQUIREMENTS:

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

1. Contractors hereby agree to refrain from entering into any contract or contract modification subject to Article III, Division 2, Chapter 28 of the Revised Municipal Code with a contractor debarred from, or who is determined not to be a "responsive" bidder for the City and County of Denver contracts pursuant to the Ordinance.

2. The Contractor shall carry out such sanctions and penalties for violation of these Bid Conditions and the Equal Opportunity Clause including suspension, termination and cancellation of existing subcontracts and debarment from future contracts as may be ordered by the Manager pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code and its implementing regulations.

3. Nothing herein is intended to relieve any contractor during the term of its contract from compliance with Article III, Division 2, Chapter 28 of the Revised Municipal Code, and the Equal Opportunity Clause of its contract with respect to matters not covered in these Bid Conditions.

4. Contractors must keep such records and file such reports relating to the provisions of these Bid Conditions as shall be required by the Office of Contract Compliance.

5. Requests for exemptions from these Bid Conditions must be made in writing, with justification, to the Manager of DOTI, 201 W. Colfax, Dept. 608, Denver, Colorado 80202, and shall be forwarded through and with the endorsement of the Director.

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EXHIBIT F

PREVAILING WAGE RATES

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

City and County of Denver

TIMOTHY M. O'BRIEN, CPA
AUDITOR

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

2025 Heavy General Wage Decision

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: March 14, 2025
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, **Friday, March 14, 2025,** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** (does not include residential construction consisting of single-family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, § 20-76(c).

General Wage Decision No. CO 20250002

Superseded General Decision No. CO 20240002
Modification No. 1
Publication Date: 03/14/2025
(6 pages)

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

Attachments as listed above.

In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under $18.81 to comply with the city's minimum wage.

General Decision Number: CO20250002 03/14/2025

Superseded General Decision Number: CO20240002

State: Colorado

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- The contractor must pay all covered workers at least $18.81 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on or between January 1, 2015, and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least $18.81 per hour (or the applicable wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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

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

MODIFICATION NUMBER	PUBLICATION DATE
0	01/03/2025
1	03/14/2025

ASBE0028-001 07/01/2024	RATES	FRINGES
ASBESTOS WORKER/INSULATOR (INCLUDES APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS AND FINISHINGS TO ALL TYPES OF MECHANICAL SYSTEMS)	$34.98	$16.47

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BRCO0007-004 01/01/2024	RATES	FRINGES
BRICKLAYER (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, AND WELD COUNTIES)	$42.37	$12.86

BRCO0007-006 05/01/2024	RATES	FRINGES
BRICKLAYER (INCLUDES EL PASO AND PUEBLO COUNTIES)	$32.93	$14.29

ELEC0012-011 09/01/2024	RATES	FRINGES
ELECTRICIAN (INCLUDES PUEBLO COUNTY)	$33.55	$15.71

ELEC0068-001 06/01/2024	RATES	FRINGES
ELECTRICIAN (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER, AND WELD COUNTIES)	$44.95	$19.08

ELEC0111-001 09/01/2024 LINE CONSTRUCTION	RATES	FRINGES
LINE CONSTRUCTION/GROUNDMAN	$26.09	24.25%+8.25
LINE EQUIPMENT OPERATOR / LINE TRUCK CREW	$42.16	24.25%+8.25
LINEMAN GAS FITTER/WELDER	$58.53	24.25%+8.25

ELEC0111-007 01/01/2024	RATES	FRINGES
ELECTRICIAN (INCLUDES MESA COUNTY)	$30.00	$12.70

ELEC0113-002 06/01/2024	RATES	FRINGES
ELECTRICIAN (INCLUDES EL PASO COUNTY)	$38.20	$18.10

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ENGI0009-001 05/01/2024 POWER EQUIPMENT OPERATORS	RATES	FRINGES
BLADE: FINISH	$34.58	$15.20
BLADE: ROUGH	$34.05	$15.20
BULLDOZER	$34.05	$15.20
CRANES: 50 TONS AND UNDER	$34.77	$15.20
CRANES: 51 TO 90 TONS	$35.07	$15.20
CRANES: 91 TO 140 TONS	$36.27	$15.20
CRANES: 141 TONS AND OVER	$38.63	$15.20
FORKLIFT	$34.58	$15.20
MECHANIC	$35.58	$15.20
OILER	$34.14	$15.20
SCRAPER: SINGLE BOWL UNDER 40 CUBIC YARDS	$35.20	$15.20
SCRAPER: SINGLE BOWL, INCLUDING PUPS 40 CUBIC YARDS AND OVER AND TANDEM BOWLS	$35.41	$15.20
TRACKHOE	$35.20	$15.20

IRON0024-003 11/01/2024	RATES	FRINGES
IRONWORKER, STRUCTURAL	$39.21	$23.49

IRON 00847 11/01/2024	RATES	FRINGES
IRONWORKER, REINFORCING	$55.25	$3.65

LABO0086-001 05/01/2009	RATES	FRINGES
LABORERS: PIPELAYER	$18.81	$6.78

PLUM0003-005 06/01/2024	RATES	FRINGES
PLUMBER (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER AND WELD COUNTIES)	$50.68	$20.15

PLUM0058-002 07/01/2024	RATES	FRINGES
PLUMBERS AND PIPEFITTERS (INCLUDES EL PASO COUNTY)	$45.90	$17.17

PLUM0058-008 07/01/2024	RATES	FRINGES
PLUMBERS AND PIPEFITTERS (INCLUDES PUEBLO COUNTY)	$45.90	$17.17

PLUM0145-002 07/01/2024	RATES	FRINGES
PLUMBERS AND PIPEFITTERS (INCLUDES MESA COUNTY)	$38.67	$15.08

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PLUM0208-004 06/01/2024	RATES	FRINGES
PIPEFITTERS (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER AND WELD COUNTIES)	$46.01	$22.43

SHEE0009-002 07/01/2024	RATES	FRINGES
SHEET METAL WORKER	$39.47	$21.83

TEAM0455-002 05/01/2024	RATES	FRINGES
TRUCK DRIVERS: PICKUP	$26.21	$4.82
TRUCK DRIVERS: TANDEM/SEMI AND WATER	$26.84	$4.82

SUCO2001-006 12/20/2001	RATES	FRINGES
BOILERMAKER	$18.81	$**
TRUCK DRIVERS: TANDEM/SEMI AND WATER	$26.84	$4.82
CARPENTERS: FORM BUILDING AND SETTING	$19.64	$2.74
CARPENTERS: ALL OTHER WORK	$18.81	$3.37
CEMENT MASON/CONCRETE FINISHER	$18.83	$2.85
IRONWORKER, REINFORCING	$18.81	$3.90
LABORERS: COMMON	$18.81	$2.92
LABORERS: FLAGGER	$18.81	$3.80
LABORERS: LANDSCAPE	$18.81	$3.21
PAINTERS: BRUSH, ROLLER & SPRAY	$18.81	$3.26
POWER EQUIPMENT OPERATORS: BACKHOE	$18.81	$2.48
POWER EQUIPMENT OPERATORS: FRONT END LOADER	$18.81	$3.23
POWER EQUIPMENT OPERATORS: SKID LOADER	$18.81	$4.41

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

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

Office of the Prevailing Wage Administrator for Supplemental Rates

Specific to Denver projects: Revision Date 01-06-2025

Classification		Base	Fringe
Laborer	Group 1	$18.81	$8.27
	Group 2	$21.59	$8.61
Laborer (Common)		$18.81	$2.92
Laborer (Flagger)		$18.81	$3.80
Laborer (Landscape)		$18.81	$3.21
Laborer (Janitor)	Janitor/Yardmen	$18.81	$8.22
Laborer (Asbestos)	Removal of Asbestos	$21.03	$8.55
Laborer (Tunnel)	Group 1	$18.81	$8.30
	Group 2	$18.81	$8.31
	Group 3	$19.73	$8.42
	Group 4	$21.59	$8.61
	Group 5	$19.68	$8.42
Millwright		$28.00	$10.00
Power Equipment Operator	Group 1	$22.97	$10.60
	Group 2	$23.32	$10.63
	Group 3	$23.67	$10.67
	Group 4	$23.82	$10.68
	Group 5	$23.97	$10.70
	Group 6	$24.12	$10.71
	Group 7	$24.88	$10.79
Power Equipment Operator (Tunnels above and below ground, shafts and raises):	Group 1	$25.12	$10.81
	Group 2	$25.47	$10.85
	Group 3	$25.57	$10.86
	Group 4	$25.82	$10.88
	Group 5	$25.97	$10.90
	Group 6	$26.12	$10.91
	Group 7	$26.37	$10.94
Truck Driver	Group 1	$18.81	$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

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

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

City and County of Denver

TIMOTHY M. O'BRIEN, CPA
AUDITOR

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

2025 Highway General Wage Decision

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: January 2, 2025
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, Friday, January 10, 2025**,** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** (does not include residential construction consisting of single-family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO 20250009

Superseded General Decision No. CO 20230009
Modification No. 0
Publication Date: 01/2/2025
(7 pages)

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

Attachments as listed above.

In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under $18.81 to comply with the city's minimum wage. Contractors will also have to comply with the established Minimum Wage of $18.81 for all apprentice classifications as base rate. Fringes will be added into the base rate amount.

General Decision Number: CO20250009 01/02/2025

Superseded General Decision Number: CO20240009

State: Colorado

Construction Type: Highway

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- The contractor must pay all covered workers at least $18.81 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on or between January 1, 2015, and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least $18.81 per hour (or the applicable wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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

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

Modification number	Publication date
0	01/03/2025

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

CARP9901-008 05/01/2024	RATES	FRINGES
CARPENTER (Form Work Only)	$33.11	$12.17

ELEC0068-016 03/01/2011

TRAFFIC SIGNAL INTALLATION	RATES	FRINGES
Zone 1	$26.42	4.75%+8.68
Zone 2	$29.42	4.75%+8.68

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS
Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:

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

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

ENGI0009-008 05/01/2024 **POWER EQUIPMENT OPERATOR**	RATES	FRINGES
(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.)	$35.03	$15.20
(3)-LOADER (Under 6 Cu. Yd.) Denver County	$35.03	$15.20
(3)-MOTOR GRADER (Blade-Rough) Douglas County	$33.19	$15.20
(4)-CRANE (50 Tons And Under), **SCRAPER** (Single Bowl, Under 40 Cu. Yd)	$35.78	$15.20
(4)-LOADER (Over 6 Cu. Yd) Denver County	$35.20	$15.20
(5)-DRILL RIG CAISSON (Watson 2500 Similar Or Larger), **CRANE** (51-90 Tons), **SCRAPER** (40 Cu. Yd and Over)	$35.41	$15.20
(5)-MOTOR GRADER (Blade-Finish) Douglas County	$35.58	$15.20
(6)-CRANE (91-140 Tons)	$35.28	$15.20

SUCO2011-004 09/15/2011	RATES	FRINGES
CARPENTER (excludes form work)	$19.27	$5.08

CEMENT MASON/CONCRETE FINISHER	RATES	FRINGES
DENVER COUNTY	$20.18	$5.75
DOUGLAS COUNTY	$18.75	$3.00

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ELECTRICIAN	RATES	FRINGES
(Excludes Traffic Signal Installation)	$35.13	$6.83

FENCE ERECTOR	RATES	FRINGES
(Excludes Link/cyclone Fence Erection)	$18.94	$3.20

GUARDRAIL INSTALLER	RATES	FRINGES
GUARDRAIL INSTALLER	$18.81	$3.20

HIGHWAY/PARKING LOT STRIPING	RATES	FRINGES
Painter Denver	$18.81	$3.21
Painter Douglas	$13.89	$3.21

IRONWORKER, REINFORCING	RATES	FRINGES
(Excludes Guardrail Installation)	$55.25	$3.65

IRONWORKER, STRUCTURAL/ORNAMENTAL	RATES	FRINGES
(Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation)	$37.23	$12.79

LABORER	RATES	FRINGES
ASPHALT RAKER	$18.81	$4.25
ASPHALT SHOVELER	$21.21	$4.25
ASPHALT SPREADER	$19.10	$4.65
COMMON OR GENERAL (Denver County)	$19.30	$6.77
COMMON OR GENERAL (Douglas County)	$16.29	$4.25
CONCRETE SAW (Handheld)	$18.81	$6.14
LANDSCAPE AND IRRIGATION	$18.81	$3.16
MASON TENDER – CEMENT/CONCRETE (Denver County)	$18.81	$4.04
MASON TENDER – CEMENT/CONCRETE (Douglas County)	$16.29	$4.25
PIPELAYER (Denver County)	$18.81	$2.41
PIPELAYER (Douglas County)	$16.30	$2.18
TRAFFIC CONTROL (Flagger)	$18.81	$3.05
TRAFFIC CONTROL (Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags) (Excludes Flaggers)	$21.69	$3.22

PAINTER	RATES	FRINGES
(Spray Only)	$18.81	$2.87

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POWER EQUIPMENT OPERATOR	RATES	FRINGES
ASPHALT LAYDOWN (Denver County)	$22.67	$8.72
ASPHALT LAYDOWN (Douglas County)	$23.67	$8.47
ASPHALT PAVER (Denver County)	$24.97	$6.13
ASPHALT PAVER (Douglas County)	$25.44	$3.50
ASPHALT ROLLER (Denver County)	$23.13	$7.55
ASPHALT ROLLER (Douglas County)	$23.63	$6.43
ASPHALT SPREADER	$22.67	$8.72
BACKHOE/TRACKHOE (Douglas County)	$23.82	$6.00
BOBCAT/SKID LOADER	$18.81**	$4.28
BOOM	$22.67	$8.72
BROOM/SWEEPER (Denver County)	$22.47	$8.72
BROOM/SWEEPER (Douglas County)	$22.96	$8.22
BULLDOZER	$26.90	$5.59
CONCRETE PUMP	$21.60	$5.21
Drill (Denver County)	$20.48	$4.71
Drill (Douglas County)	$20.71	$2.66
FORKLIFT	$18.81**	$4.68
GRADER/BLADE (Denver County)	$22.67	$8.72
GUARDRAIL/POST DRIVER	$18.81**	$4.41
LOADER (Front End) (Douglas County)	$21.67	$8.22
MECHANIC (Denver County)	$22.89	$8.72
MECHANIC (Douglas County)	$23.88	$8.22
OILER (Denver County)	$23.73	$8.41
OILER (Douglas County)	$24.90	$7.67
ROLLER/COMPACTOR (Dirt and Grade Compaction) (Denver County)	$20.30	$5.51
ROLLER/COMPACTOR (Dirt and Grade Compaction) (Douglas County)	$22.78	$4.86
ROTOMILL	$18.81**	$4.41
SCREED (Denver County)	$22.67	$8.38
SCREED (Douglas County)	$29.99	$1.40
TRACTOR	$18.81	$2.95

TRAFFIC SIGNALIZATION	RATES	FRINGES
GROUNDSMAN (Denver County)	$18.81	$3.41
GRONDSMAN (Douglas County)	$18.67	$7.17

TRUCK DRIVER	RATES	FRINGES
DISTRIBUTOR (Denver County)	$19.12	$5.82
DISTRIBUTOR (Douglas County)	$16.98**	$5.27
DUMP TRUCK (Denver County)	$18.81	$5.27
DUMP TRUCK (Douglas County)	$16.39	$5.27
LOWBOY TRUCK	$18.81	$5.27
MECHANIC	$26.48	$3.50

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MULTI-PURPSE SPECIALITY & HOISTING TRUCK (Denver County)	$18.81	$3.17
MUTLI-PURPOSE SPECIALITY & HOISTING TRUCK (Douglas County)	$20.05	$2.88
PICK UP AND PILOT CAR (Denver County)	$18.81**	$3.77
PICK UP AND PILOT CAR (Douglas County)	$16.43**	$3.68
SEMI/TRAILER TRUCK	$18.91	$4.13
TRUCK MOUNTED ATTENUATOR	$18.81	$3.22
WATER TRUCK (Denver County)	$26.27	$5.27
WATER TRUCK (Douglas County)	$19.46	$2.58

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

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

Office of the Prevailing Wage Administrator for Supplemental Rates

Specific to Denver projects: Revision Date 01-06-2025

Classification		Base	Fringe
Guard Rail Installer		$18.81	$3.20
Highway Parking Lot Striping: Painter		$18.81	$3.21
Laborer	Removal of Asbestos	$21.03	$8.55
Laborer (Landscape & Irrigation)		$18.81	$3.16
Line Construction	Lineman, Gas Fitter/Welder	$36.88	$9.55
	Line Eq Operator/Line Truck Crew	$25.74	$8.09
Millwright		$28.00	$10.00
Pipefitter		$30.45	$12.85
Plumber		$30.19	$13.55
Power Equipment Operator (Tunnels Above and Below Ground, shafts and raises):	Group 1	$25.12	$10.81
	Group 2	$25.47	$10.85
	Group 3	$25.57	$10.86
	Group 4	$25.82	$10.88
	Group 5	$25.97	$10.90
	Group 6	$26.12	$10.91
	Group 7	$26.37	$10.94
Power Equipment Operator	Group 1	$22.97	$10.60
	Group 2	$23.32	$10.63
	Group 3	$23.67	$10.67
	Group 4	$23.82	$10.68
	Group 5	$23.97	$10.70
	Group 6	$24.12	$10.71
	Group 7	$24.88	$10.79
Truck Driver	Group 1	$18.81	$10.00
	Group 2	$19.14	$10.07
	Group 3	$19.48	$10.11
	Group 4	$20.01	$10.16
	Group 5	$20.66	$10.23
	Group 6	$21.46	$10.31
Truck Driver: Truck Mounted Attenuator		$18.81	$3.22

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

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EXHIBIT G

PERFORMANCE AND PAYMENT BOND

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

Bond No. 108197618

CITY AND COUNTY OF DENVER
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned **FRANSEN-PITTMAN CONSTRUCTION CO., 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 **Travelers Casualty and Surety Company of America**, a corporation organized and existing under and by virtue of the laws of the State of **Connecticut**, 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 **Ten Million Four Hundred Two Thousand Fifteen Dollars and Zero Cents ($10,402,015.00)**, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

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 **202578822 – Ruby Hill Phase 3 Construction Services,** 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

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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 16th day of May, 2025.

Fransen-Pittman Construction Co., Inc.
Contractor

Attest:

Secretary

By:
President

Travelers Casualty and Surety Company of America
Surety

By:
Attorney-In-Fact Sarah C. Brown

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

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TRAVELERS

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

POWER OF ATTORNEY

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024.**

SEAL SEAL SEAL

State of Connecticut

By: Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

My Commission expires the **30th** day of **June, 2026**

ANNA P NOWIK NOTARY PUBLIC CONNECTICUT

Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this day of , **2025** .

SEAL SEAL SEAL

Kevin E. Hughes, Assistant Secretary

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

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HOLMES
MURPHY

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

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

RE: **Fransen-Pittman Construction Co., Inc.**

Contract No: **202578822**
Project Name: **Ruby Hill Phase 3 Construction Services, Denver, CO**
Contract Amount: **$10,402,015.00**
Performance and Payment Bond No.: **108197618**

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through **Travelers Casualty and Surety Company of America** insurance company, on **May 6, 2025**

We hereby authorize the City and County of Denver, the Department of Transportation the Infrastructure, to date all bonds and powers of attorney to coincide with the date of the contract.

If you should have any additional questions or concerns, please don't hesitate to give me a call at **(720) 622-8357** and/or email **Sarah.Brown@holmesmurphy.com**

Thank you.

Sincerely,

Sarah C. Brown, AFSB

Surety Service Advisor

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

EXHIBIT H

FINAL/PARTIAL LIEN RELEASE FORM

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

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

_____
(PROJECT NO. and NAME)

_____
(NAME OF OWNER)

_____
(NAME OF PRIME CONTRACTOR)

Date: _____, 20_____.

Contract #:_____.

Contract Value: $_____.
Current Progress Payment: $_____.
Date: _____.
Total Paid to Date: $_____.
Date of Last Work: .

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

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

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

SAMPLE

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

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

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

_____
(Name of Contractor)

By:_____

Title: _____

Exhibit I

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

EXHIBIT I

NOTICE TO PROCEED FORM

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

DENVER
THE MILE HIGH CITY

NOTICE TO PROCEED (SAMPLE)

Current Date

Name
Company
Street
City/State/Zip

CONTRACT NO. «CONTRACT_NO», «PROJECT_NAME»

In accordance with General Contract Condition 302 of the Standard Specifications for Construction, General Contract Conditions, 2011 Edition, you are hereby authorized and directed to proceed on _____ with the work of constructing contract number «Contract_No», as set forth in detail in the contract documents for the City and County of Denver.

With a contract time of «Period_of_Performance» calendar days, the project must be complete on or before _____ _____.

SAMPLE

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,

_____
City Engineer

cc:

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

EXHIBIT J

CONTRACTOR'S CERTIFICATION OF PAYMENT FORM

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

Contractor's Certification of Payment Form

DENVER
THE MILE HIGH CITY

City and County of Denver
Contractor's/Consultant's Certification of Payment (CCP)

Prime Contractor or Consultant:	Phone:	Project Manager:
Pay Application #:	Pay Period:	Amount Requested:
Contract #:	Project Name:	
Current Completion Date:	Percent Complete:	Prepared By:
Original Contract Amount:		Current Contract Amount:

			A	B	C	D	E	F
Prime/Subcontractor/Supplier Name	Contracted to:	M/W/S/ DBE/ NON	Original Contract Amount	Current Contract Amount including Amendments	Requested Amount of this Pay Application	Amount Paid on the Previous Pay Application #	Net Paid To Date	Paid % Achieved (G/II)
General Contractor	City of Denver	MBE						
Self Performed	n/a							
Subcontracted	n/a							
Sub1 - 1st Tier	General Contractor							
Sub2 - 1st Tier	General Contractor							
Self Performed	n/a							
Sub 1 - 2nd Tier	Sub 2 - 1st Tier							
Sub 3 - 1st Tier	General Contractor							
Self Performed	n/a							
Sub 2 - 2nd Tier	Sub 3 - 1st Tier							
Self Performed	n/a							
Sub 1 - 3rd Tier	Sub 2 - 2nd Tier							
Totals			$ -	$ -	$ -	$ -	$ -	0%

The undersigned certifies that the information contained in this document is true, accurate and that the payments shown have been made to all subcontractors and suppliers used on this project and listed herein. Please use an additional form, if more space is necessary.

Prepared By (Signature):	**Date:**

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

DENVER
OFFICE OF ECONOMIC DEVELOPMENT

Instructions for Completing the Contractor/Consultant Certification of Payment Form

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

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

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

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

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

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

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

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

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

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

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

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

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

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

EXHIBIT K

CERTIFICATE OF CONTRACT RELEASE

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

DENVER
THE MILE HIGH CITY

CERTIFICATE OF CONTRACT RELEASE (SAMPLE)

«Contract_No» - «Project_Name»

Current Date
Name
Street Address
City, State, Zip

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

The Undersigned further certifies that each of the undersigned's subcontractors and suppliers that incurred or caused to be incurred, on their behalf, costs, charges or expenses in connection with the undersigned's Work effort on the above referenced Project have been duly paid in full. The undersigned further agrees to defend, indemnify and save and hold harmless the City, its officers, employees, agents and assigns and the above-referenced Contractor from and against all costs, losses, damages, causes of action, judgments under the subcontract and expenses arising out of or in connection with any claim or claims against the City or the Contractor which arise out of the Undersigned's performance of the Work effort and which may be asserted by the Undersigned or any of its suppliers or subcontractors of any tier or any of their representatives, officers, agents, or employees.

SAMPLE

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

_____

Contractor's Signature Date Signed

If there are any questions, please contact me by telephone at (###) ###-####. Please return this document to me via email at doti.procurement@denvergov.org.

Sincerely,

Contract Administration

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

EXHIBIT L

DESIGN DOCUMENTS

(INCORPORATED BY REFERENCE)

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

EXHIBIT M

EQUIPMENT RENTAL RATES

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

FRANSEN PITTMAN / DOUGLAS COUNTY EQUIPMENT (RELATED PARTY)
STANDARD TOOL & RENTAL EQUIPMENT PRICING LIST

Last Updated: February 27, 2025

Monthly Rates Unless Indicated Otherwise

Description		Monthly Rates
Air Compressor - 175-185 CFM Diesel		$ 1,850.00
Air Compressor - 375 CFM Diesel		$ 3,250.00
Air Compressor - Electric, Port		$ 650.00
Air Compressor, Pancake		$ 105.00
Air Conditioner 1 Ton Portable w/Heat 120V		$ 2,028.00
Air Monitor		$ 290.00
Appliance Dolly		$ 160.00
Auger		$ 859.00
Backhoe Loader		$ 5,603.00
Barrier Picker/Clamp -12000 Lb		$ 927.00
Blower - Backpack		$ 500.00
Body Harness Kit		$ 275.00
Boom - 30' Electric		$ 3,675.00
Boom - 40' Electric		$ 5,040.00
Boom - 60-66' Electric Straight w/Jib		$ 5,750.00
Boom - 40'-45' Straight - Dsl, 4Wd		$ 4,600.00
Boom - 60'-65' Straight - Dsl, 4Wd		$ 5,250.00
Boom - 85'-85' Straight - Dsl, 4Wd		$ 9,765.00
Boom - 125' Straight - Dsl, 4Wd		$ 16,800.00
Boom - 45' Articulated - Dsl, 4Wd		$ 4,750.00
Boom - 50' Articulated - Towable		$ 4,750.00
Boom - 60' Articulated - Dsl		$ 5,500.00
Boom - 80-85' Articulated w/Jib Dsl		$ 9,765.00
Boom - 50-59' Compact Crawler Lift - Battery		$ 12,500.00
Breaker - Pneumatic		$ 845.00
Breaker - Electric, 40 Lb		$ 785.00
Breaker - Electric, 60 Lb		$ 1,200.00
Brush Cutter 24"		$ 1,000.00
Builders Level		$ 375.00
Bull Float		$ 390.00
Compact Track Loader		$ 4,634.00
Compaction Wheel - 18" Backhoe		$ 1,800.00
Compaction Wheel - 24" Backhoe		$ 1,900.00
Compaction Wheel - 24", 200 Cla		$ 3,100.00
Concrete Bucket		$ 1,350.00
Concrete Mixer - Gas, 6 Cubic Ft		$ 1,400.00
Concrete Vibrator - 2.3 HP		$ 850.00
Concrete Vibrator - Electric		$ 850.00
Conex - 20' STORAGE		$ 340.00
Core Drill		$ 865.00
Data Vault		$ 330.00
Delivery Vehicle - daily rate		$ 270.00

FRANSEN PITTMAN / DOUGLAS COUNTY EQUIPMENT (RELATED PARTY)
STANDARD TOOL & RENTAL EQUIPMENT PRICING LIST

Last Updated: February 27, 2025

Monthly Rates Unless Indicated Otherwise

Description		Monthly Rates
Demo Hammer		$ 970.00
Door & Hardware Vehicle - daily rate		$ 89.77
Door Cart		$ 150.00
Door Protector		$ 50.00
Drill Press		$ 1,150.00
Drywall Cart		$ 750.00
Fan - 24"		$ 850.00
Fan - 36"		$ 900.00
Fan - 42"		$ 1,050.00
Fan - Carpet		$ 400.00
Fan - Confined Space Blower, 8"		$ 750.00
Fire Extinguisher - 5 Lb		$ 42.00
Fire Extinguisher - 10 Lb		$ 60.00
Floor Buffer		$ 1,500.00
Floor Scraper		$ 8,950.00
Forklift - 5,000 Lb		$ 2,100.00
Forklift - Reach, 5,000 Lb, 19		$ 3,555.00
Forklift - Reach, 6,000 Lb, 42		$ 4,702.00
Forklift - Reach, 8,000 Lb, 44		$ 4,780.00
Forklift - Reach,10,000 Lb, 54		$ 6,040.00
Forklift - Reach,12,000 Lb, 55		$ 7,214.00
Forklift Attachment - Jib		$ 800.00
Forklift Attachment-Trash Hopper		$ 850.00
Forklift Trash Hopper		$ 1,800.00
Fuel Cube - 50 Gallon		$ 451.00
Fuel Cube - 100 Gallon		$ 625.00
Fuel Cube - 500 Gallon		$ 750.00
Gang Box - Small		$ 3,500.00
Gangbox - Large		$ 5,500.00
Generator - 5-10 KW		$ 1,448.00
Generator - 20-59 KW - Towable		$ 2,350.00
Generator - 90-120 KW - Towable		$ 4,750.00
Grinder - Walk-Behind		$ 3,950.00
Harrow		$ 2,155.00
Heater - Convection 200K BTU		$ 750.00
Heater - Forced Air 170K BTU		$ 750.00
Heater - Forced Air 250K To 400K BTU		$ 2,250.00
Heater - Forced Air 500K BTU		$ 3,750.00
Heater - Indirect, 300,000 BTU		$ 3,550.00
Heater - Indirect, 500,000 BTU		$ 3,750.00
Heater - Indirect, 1,000,000 BTU		$ 8,250.00
Heater - Towable 500,000 BTU		$ 3,820.00

FRANSEN PITTMAN / DOUGLAS COUNTY EQUIPMENT (RELATED PARTY)
STANDARD TOOL & RENTAL EQUIPMENT PRICING LIST

Last Updated: February 27, 2025

Monthly Rates Unless Indicated Otherwise

Description		Monthly Rates
Heater - Towable 1,000,000 BTU		$ 8,250.00
Heater - Ground Thaw		$ 14,250.00
Hoist - Chain Fall		$ 734.00
Jackhammer		$ 878.00
Jamb Protector		$ 50.00
Ladder		$ 100.00
Lift - Self Prop & Pusharound 10'-30'		$ 1,100.00
Lift - Self Prop & Pusharound 40'		$ 1,800.00
Light Cart - 1,000 Watt		$ 1,300.00
Light Tower - 4000 Watt Diesel		$ 1,450.00
Man Lift		$ 975.00
Manometer-Pressure Recorder		$ 400.00
Material Lift - 24 - 26'		$ 950.00
Media Blaster		$ 1,500.00
Mini Ex Attachment - Bucket		$ 203.00
Mini Ex Attachment - Compactor		$ 2,500.00
Mini Excavator - 3000 - 4000Lb		$ 3,300.00
Mini Excavator - 6000 - 6790Lb		$ 3,500.00
Mini Excavator - 7000 - 7800 Lb		$ 4,500.00
Mini Excavator - 7500 - 11000 Lb		$ 5,000.00
Mini Excavator - 18000-19900Lb		$ 6,500.00
Motar Mixer - Gas, 9 Cubic Ft		$ 1,400.00
Nailer - Framing		$ 475.00
Negative Air Machine		$ 875.00
Office Trailer		$ 2,500.00
Pallet Jack		$ 743.00
Parapet Anchor		$ 216.00
Planer		$ 300.00
Plate Compactors		$ 2,000.00
Porto-Power/Chain Fall		$ 350.00
Power Buggy, 16 Cu. Ft.		$ 2,280.00
Pressure Washer - Cold		$ 1,500.00
Pressure Washer - Hot		$ 2,150.00
Project Engineer Vehicle		$ 1,100.00
Project Manager Vehicle		$ 1,700.00
Project Superintendent Vehicle		$ 1,700.00
Project Senior Superintendent Vehicle		$ 1,975.00
Pump - Hydrostat Test, 300 PSI		$ 1,500.00
Pump - Hydrostat Test, 500 PSI		$ 1,500.00
Pump - Hydrostat Test, 10K PSI		$ 2,750.00
Pump - Trash		$ 1,300.00
Pump - 2" Sump		$ 650.00

FRANSEN PITTMAN / DOUGLAS COUNTY EQUIPMENT (RELATED PARTY)
STANDARD TOOL & RENTAL EQUIPMENT PRICING LIST

Last Updated: February 27, 2025

Monthly Rates Unless Indicated Otherwise

Description		Monthly Rates
Pump - Submersible 3/4" 110V Ele		$ 450.00
Pump - Submersible 2" 110V Elec		$ 650.00
Pump - Submersible 3" 110V Elec		$ 900.00
Radio		$ 115.00
Rammer		$ 1,040.00
Raptor - License Reader		$ 1,200.00
Rebar Bender/Cutter		$ 450.00
Rebar Cutter, Electric		$ 900.00
Roll-A-Lift -Pair - 6000 Lb		$ 1,000.00
Roller - Kit, Machine Skates 8		$ 675.00
Roller - Ride-On, 36"		$ 2,576.00
Roller - Ride-On, SD, 47"		$ 6,250.00
Roller - Ride-On, SD, 56"		$ 6,751.00
Roller - Ride-On, SD, 66"		$ 7,214.00
Roller - Ride-On, SD, 84"		$ 9,443.00
Roller - Trench, Pad Foot, Dd,		$ 3,200.00
Rotating Laser		$ 1,183.00
Roust-A-Bout - 15', 1500Lb		$ 2,076.00
Safety Vehicle - daily rate		$ 77.27
Saw - Beam Saw		$ 995.00
Saw - Chainsaw 14"		$ 200.00
Saw - Chainsaw 18"		$ 450.00
Saw - Chopsaw		$ 390.00
Saw - Concrete Saw - W/B , Gas		$ 1,134.00
Saw - Cut-Off Electric 14"		$ 945.00
Saw - Demo Saw 14"		$ 2,967.00
Saw - Mitre Saw 14"		$ 390.00
Saw - Table Saw 10"		$ 225.00
Scabbler - Pneumatic, 5 Head		$ 3,500.00
Scaffold - 5'X5'X7'		$ 862.00
Scaffold - Extension:4', Perry		$ 400.00
Scaffold - Utility Package		$ 608.00
Scarifier - Concrete, W/B, 8"		$ 4,393.00
Scissor Lift - 12'-20' Electric		$ 1,075.00
Scissor Lift - 26'-32' Electric		$ 1,496.00
Scissor Lift - 40' Electric		$ 2,468.00
Scissor Lift - 26'-33' 4WD		$ 2,165.00
Scissor Lift - 40'-43' Electric or 4WD		$ 2,468.00
Security System - Camera		$ 853.00
Seeder		$ 750.00
Sewer Scope		$ 510.00
Shot Blaster, W/Vac And Magnet		$ 5,500.00

FRANSEN PITTMAN / DOUGLAS COUNTY EQUIPMENT (RELATED PARTY)
STANDARD TOOL & RENTAL EQUIPMENT PRICING LIST

Last Updated: February 27, 2025

Monthly Rates Unless Indicated Otherwise

Description		Monthly Rates
Silt Fence Plow		$ 650.00
Skidsteer Attachment - Auger		$ 1,900.00
Skidsteer Attachment - Breaker		$ 2,074.00
Skidsteer Attachment - Breaker 1000Lb		$ 3,780.00
Skidsteer Attachment - Brush Mower 72"		$ 2,143.00
Skidsteer Attachment - Dirt Scarifier		$ 2,076.00
Skidsteer Attachment - Forks		$ 650.00
Skidsteer Attachment - Grapple Bucket-66"		$ 933.00
Skidsteer Attachment - Harrow Disc		$ 2,155.00
Skidsteer Attachment - Hydraulic Breaker		$ 5,000.00
Skidsteer Attachment - Post Dr		$ 1,400.00
Skidsteer Attachment - Rock Bucket		$ 821.00
Skidsteer Attachment - Seeder,W/Crimp 72"		$ 2,155.00
Skidsteer Attachment - Snow Blade 84"		$ 1,400.00
Skidsteer Attachment - Sweeper & Hopper		$ 1,400.00
Skidsteer Attachment - Trencher, 48"		$ 1,724.00
Skidsteer Loader - 1750 - 2200 Lb		$ 3,150.00
Skidsteer Loader - 3200 Lb		$ 4,017.00
Slab Grabber Rail System		$ 66.00
Snowblower		$ 350.00
Sprayer - Cure		$ 130.00
Starlink System		$ 86.00
Stick/ Wire Feeder		$ 235.00
Storage Trailer - 40'		$ 1,000.00
Storage Trailer - 45'		$ 1,200.00
Surveyor Vehicle - daily rate		$ 77.27
Tattle Tale (Alarm System)		$ 350.00
Technology Fee		$ 495.00
Temp Power Distribution Box		$ 650.00
Temporary Fence Panels per Linear Foot		$ 1.50
Temporary Lighting System		$ 150.00
Temporary Lighting System-LED, Cordless		$ 200.00
Theodolite / Digital Transit		$ 455.00
Threader		$ 2,155.00
Tile Stripper - W/B,110 V Elec		$ 2,181.00
Torch - Oxygen/Acetlyene		$ 320.00
Total Station -Trimble		$ 4,000.00
Tractor Diesel - 35 - 40 Hp		$ 5,098.00
Tractor Loader-Landscape/Skip		$ 4,843.00
Trackout Control Mats (FODS)		$ 150.00
Trailer - Vacuum, 500 Gal		$ 9,500.00
Trailer - Tilt		$ 1,200.00

FRANSEN PITTMAN / DOUGLAS COUNTY EQUIPMENT (RELATED PARTY)
STANDARD TOOL & RENTAL EQUIPMENT PRICING LIST

Last Updated: February 27, 2025

Monthly Rates Unless Indicated Otherwise

Description		Monthly Rates
Trash Buggy		$ 300.00
Trash Chute		$ 190.00
Trash Chute - 30"X48"L Section		$ 207.00
Trash Chute - Hopper		$ 207.00
Trash Chute - Parapet Outrigger		$ 176.00
Trencher - Ride-On 30-39Hp		$ 3,550.00
Trencher - Walk Behind		$ 1,995.00
Trimmer Mower - Walk Behind		$ 717.00
Truck - Water 2,000 Gal		$ 7,328.00
Truck - Dump Single Axle, 5 Yd		$ 6,141.00
Two Wheel Dolly		$ 95.00
Utility Cart		$ 150.00
Utility Vehicle - 4X4		$ 1,738.00
Warehouse Vehicle - daily rate		$ 77.27
Warranty Vehicle - daily rate		$ 340.00
Water Meter		$ 1,653.00
Water Trailer - 500 Gallon		$ 1,361.00
Weather Protection Blanket		$ 90.00
Welders 180 Amp - Portable Gas		$ 1,375.00
Wheel Loader - 1 Yd		$ 6,034.00
Wheel Loader - 2 3/4 - 3 1/2 Yd		$ 9,688.00

These rates subject to adjustment at the beginning of every calendar quarter.
Makeup of bill rates not subject to audit.

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

EXHIBIT N

BILLING RATES FOR STAFF AND SALARIED SCHEDULE

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

RATE SHEET

Fransen Pittman Labor Rates - Ruby Hill Phase 3

Position	Rate
Project Executive	$147.35
General Superintendent	$165.58
Project Manager	$134.56
Project Superintendent	$134.56
MEP Coordinator	$124.96
Quality Control Manager	$100.55
Project Engineer	$112.00
Project Administrator	$61.02
Field Engineer	$112.00
Assistant Project Manager	$113.43
Assistant Project Superintendent	$119.62
Foreman	$116.53
Lead Man	$108.07
Carpenter	$98.09
Carpenter Apprentice	$93.50
Laborer	$84.49
Safety Officer	$124.96
Surveyor	$169.60
Civil Systems Director	$169.60
Civil Systems Coordinator	$124.96
Estimator	$123.81

Overtime for hourly positions will be billed at 1.5 times the above burdened rates
Makeup of bill rates not subject to audit

Fransen Pittman Insurance Rates

General Liability CGL	$	7.95
Umbrella	$	4.95
Professional Liability	$	1.15
Builder's Risk	$	1.40

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

EXHIBIT O

CONTRACTOR'S GMP PROPOSAL

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

FRANSEN PITTMAN CONSTRUCTION

Ruby Hill Park - Phase 3
100% Construction Document GMP

February 12th, 2025

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

Clarifications

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

FRANSEN PITTMAN
EXPECT PRECISION

February 12th, 2025

Pricing Clarifications for
Ruby Hill Park Phase 3
100% Construction Documents
of Drawings Dated 06/21/2024

Division One

1 This GMP is based on the 100% Construction Document drawings and specifications dated 06/21/2024 as generated by Design Workshop.

2 The Contract excludes all utility development fees and all municipal development fees.

3 It is assumed that the structural engineer of record will provide all structural engineering, including providing structural services in accordance with 2016 AISC Steel Manual 15th Edition – Code of Standard Practice For Steel Buildings and Bridges, Section 3.1 and subsection 3.1.1 Option 1, and that no structural engineering services will be required by Fransen Pittman.

4 FP has assumed that the utility easements have been established already and the construction schedule can commence upon the Notice to Proceed.

5 All third-party commissioning is by the Owner, should it be required.

6 GMP includes a standard 1 - year warranty.

7 GMP does include prevailing wages and certified payroll.

8 Fransen Pittman excludes any design and engineering cost unless noted otherwise.

9 Project delays due to understaffed AHJ inspection agencies are considered to be delays outside of the CMGC's control and will be discussed on a case by case basis for extensions to project duration and increases to general conditions should they apply.

10 Tax Rate 5.15 was used on this project.

11 GMP does not include any costs or provisions for the City and County of Denver's Workforce Development Requirements/Initiative. This includes, but is not limited to, the workforce coordination, associated outreach and engagement, reporting and tracking, overall and/or targeted apprenticeship requirements, and/or a workforce development plan. This is in keeping with the original RFP as the workforce development was not a requirement with this solicitation.

12 All building permit and plan review fees are excluded as these are to be by Owner.

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FRANSEN PITTMAN
EXPECT PRECISION

February 12th, 2025

Division Two

1 A Hazardous Material Removal, Mitigation, & Remediation Allowance has been included in the GMP to address the potential for Asbestos Containing Soils. This allowance includes but is not limited to the following items that can occur or be need to appropriately remediate and dispose of the contaminated soils:
- Onsite Visual Inspectors (Environmental Inspector)
- Costs associated with isolating contaminated area
- Costs associated with removal and disposal per City and County of Denver RACS SOP
- Costs for equipment and crew down time of impacted scopes (i.e. helical piers, earthwork, utilities, general contractor, etc.)
- Schedule impacts (i.e. delays as a result of quantity of contaminates/contaminated areas)

2 Removal, excavation and/or trenching of rock or any material that cannot be removed with conventional excavation equipment is excluded. This includes but is not limited to excavation work that requires chipping, drilling, splitting, hammering, or blasting.

3 The costs of any and all ground water testing, filtration, sediment control, contaminated water haul off, etc. are excluded from the cost of work.

4 GMP excludes 3-Year Landscape Maintenance as listed in specification section 32 97 00. See tracking log for added cost should this truly be desired. It is recommended that the Owner carry.

5 Dry distribution utilities scope of work and associated costs are excluded.

Division Three

1 Fransen Pittman does not warrant slabs-on-grade and slabs cast on metal decking against cracking that will affect the aesthetic characteristics of the floor.

2 Specific requirements limiting moisture or ph. of concrete materials, including flow-fill are excluded from Scope of Work.

3 Special coatings and/or special floor preparations required for concrete due to moisture or ph. conditions are excluded from the Scope of Work.

Division Four

1 Masonry for the community building has been included as Spectra Glaze per Q/A log dated 7/16/24.

2 Community building masonry does not include any type of block sealant or anti-graffiti treatment.

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FRANSEN PITTMAN
EXPECT PRECISION

February 12th, 2025

Division Five

1 No high performance primers / coatings have been included in this GMP.

2 GMP excludes any and all AESS finishes.

Division Six

1 Stainless Steel Top, Solid Surface Top, PL Cabinets, MDF used in Millwork.

Division Seven

1 Building envelop testing and/or third party consultation of any kind is excluded.

Division Eight

1 3rd party field quality control testing of storefront assemblies is excluded.

2 The metal paneling system included within the custom sliding gate allowance is McNichols perforated metal, round, stainless steel type 304, 14ga, infill with 1/4" perforations on 3/8" staggered centers.

3 Overhead doors are included per the specifications, as plans and specifications differ.

4 Overhead door 101 counter door does not have a specification. This pricing assumes an Overhead Door Model 652.RD to match the opening size per plans.

5 Bullet-resistant, blast-resistant / lead-lined or STC rated was not used for this project.

Division Nine

1 Floor covering prices do not include special high moisture and/or excessive alkalinity adhesives or special floor preparations.

2 Fransen Pittman recommends Level 5 finish drywall. Should the Contract Documents specify a lower grade finish, Fransen Pittman cannot guarantee a satisfactory final product as some irregularities may not be concealed.

3 GMP does not include any costs for flooring moisture remediation. Testing the RH of the slab prior to floor polishing is included. If the RH levels are outside of the required levels by the flooring manufactures, additional cost will apply to remediate.

Division Ten

1 All corner guards are included as surface mounted products. Flush mounted items have been excluded.

2 Rudy Rack System provided by Owner in Storage Bldg.

3 General Storage Racking provided by Owner in Storage Bldg.

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FRANSEN PITTMAN
EXPECT PRECISION

February 12th, 2025

Division Eleven

1 Appliances have been excluded from GMP.

Division Twelve

1 GMP includes furnish and install of 1" aluminum horizontal blinds at all exterior windows as there were no locations listed on the bidding documents.

Division Thirteen

1 Pump House has been assumed to be a delegated design scope. The allowance carried within the GMP is intended to be utilized for the design, engineering, materials, and install of all associated Pump House elements.

Division Fourteen

1 Fransen Pittman has excluded all work in this division in its entirety.

Division Fifteen

1 The permanent heating/cooling equipment provided as part of the Scope of Work may be used by Fransen Pittman for construction heating/cooling prior to Substantial Completion of the Project. Proper equipment maintenance, as recommended by the manufacturer, shall be implemented by Fransen Pittman. The warranty period on said equipment shall begin when such equipment is put into use during construction.

2 Third party commissioning is excluded.

3 Any seismic requirements have been excluded.

Division Sixteen

1 Fransen Pittman excludes replacement of all light bulbs used in permanent fixtures during construction regardless of the duration of use. However, all bulbs that are not working or are burnt out at the time of Substantial Completion will be replaced by Fransen Pittman.

2 The final locations of the transformers have not yet been determined. Pricing may change after the final location of the transformers are determined.

3 The final routing for the fiber conduits are not yet determined per the Q/A log dated 7/16/24. Pricing may change after the final routing of the fiber conduit is determined.

4 It is indicated in the Q/A log dated 7/16/24, that there is to be a network installed in the pump house, but there is not a design included.

5 FP has assumed no inner duct is required for the project scope.

6 FP has assumed no vault entry equipment is required for the project scope.

7 FP has assumed that no demo is required for the legacy existing telephone service.

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FRANSEN PITTMAN
EXPECT PRECISION

February 12th, 2025

8 FP has assumed the existing telecom provider will demo equipment and pull back their infrastructure prior to FP's commencement of work.

9 By code, a Fire Alarm system is not required for this building. FP has included an allowance for a fire alarm system should it be required by Denver Parks and Recreation District.

10 BDA/Bi-directional amplification / Radio Frequency booster system or testing have not been included in this project.

11 Third party commissioning in excluded on this project.

12 No backbone cabling requirements. Re-routing of incoming service provider fiber is by owner per responsibly matrix.

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GMP Proposal

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FRANSEN PITTMAN
EXPECT PRECISION

RUBY HILL PARK - PHASE 3

100% CD GMP PROPOSAL

PROPOSAL DATE: 2/12/2025
BUILDING AREA IN SQ FT:252284
DRAWINGS PREPARED BY:Design Workshop
DRAWINGS DATED: 6/21/2024

DIV NO	DIVISION RECAP		DIVISION TOTAL
00	General Conditions		633,758
01 02 31 32 33 34	General Requirements, Existing Conditions, Site Work		5,236,071
03	Concrete		107,601
04	Masonry		317,444
05	Metals		339,383
06	Carpentry		44,375
07	Moisture Protection		154,091
08	Doors, Windows & Glass		297,295
09	Finishes		114,194
10	Specialties		117,158
11	Equipment		NIC
12	Furnishings		1,226
13	Special Construction		1,308,197
14	Conveying Systems		NIC
21 22 23	Mechanical		284,926
26 27 28	Electrical & Low Voltage		361,604
		DIRECT COST	9,317,323
	State & Local Tax On Consumables Only	9.150%	63,139
	Permit & Plan Review Fee Allowance	EXCL	BY OWNER
	Project Fee	2.65%	268,537
	Construction Contingency	2.50%	260,050
	Bidding and Buyout Contingency	2.57%	267,166
	Liability Insurance	1.405%	146,148
	Builder's Risk Insurance	0.13%	13,150
	Preconstruction Fee		In Precon Agreement
	Performance and Payment Bond	0.64%	66,501
		TOTAL COST	$10,402,015

Refer to Bid Tabulations & Quotes Document dated 02/12/2025 which provides basis of cost for respective specification sections outlined within this proposal.

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Division 00 General Conditions

Item Code	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL
	01 10 00 ADMINISTRATIVE REQUIREMENTS			
01 11 01	Superintendent	48.0	Wks.	**282,338**
01 11 06	Project Engineer	12.0	Wks.	**53,760**
01 11 07	Project Coordinator	17.0	Wks.	**41,496**
01 11 00	Project Manager	20.0	Wks.	**114,641**
	01 12 00 FIELD OFFICE EXPENSES			
01 12 01	Courier	48	Wks.	**1,440**
01 12 02	Reproductions/Reprographics	48	Wks.	**1,440**
01 12 03	Progress photographs by project team phone only		Clar	**Clarification**
01 12 04	Field Office Equipment	48	Wks.	**1,440**
01 12 05	Field Office Supplies	48	Wks.	**1,440**
01 12 06	Textura	1	LS	**4,601**
	01 21 00, 01 22 00 TEMPORARY FACILITIES			
01 21 01	Jobsite telephone/Sup. Cell phone/Radios	11	Mo	**3,326**
01 21 02	Electrical, Gas, Water Consumption/Setup/Installation & Costs Allowance	1	Allow	**12,000**
01 21 04	Portable chemical toilets	11	Mo	**4,767**
01 21 06	Jobsite IT	1	LS	**3,325**
01 22 01	Office trailer	11	Mo	**28,822**
01 22 02	Job Sign Allowance	1	Allow	**500**
01 22 05	Temporary storage	11	Mo	**4,988**
01 22 06	Weather Protection and All Temporary Heat Allowance; Wind and Weather protection allowance is to include all temporary heating needs for interior / exterior trades, all temporary wind and weather protection for interior / exterior trades and all snow/water removal or protection (this includes all concrete blankets and skin tenting and includes all FP labor, materials, equipment, tools and subcontractor-help). This also includes any necessary Fire Watch needs for the project. We have included 3 non-productive weather days within our GMP, after those three days are spent, we will charge against this weather protection allowance at $3,000 per day	1	Allow	**50,000**
01 22 07	Safety supplies/First Aid	11	Mo	**1,663**
01 22 08	Water, ice and cups	11	Mo	**1,275**
	01 23 00 EQUIPMENT			
01 23 01	Small tools are in the Cost of the Work as required by the work	1	Clar	**Clarification**
01 23 02	Equipment rental is in the Cost of the Work as required by the work	1	Clar	**Clarification**
	01 25 00 TRASH			
01 25 01	Dumpsters (for GCs items only; the rest are cost of work as required by the work)	18	Ea.	**7,200**
	01 31 00 EXECUTION REQUIREMENTS			
01 31 01	General Job site Cleaning - By Carpenters and Subs in the Cost of Work	1	Clar	**Clarification**
	01 32 00 CLOSE OUT			
01 32 05	Safety Audits	48	Wks.	**11,996**
	01 99 00 PMD			
01 99 08	Misc. Permits Allowance	1	Allow	**1,300**
			DIVISION 1 TOTALS	**633,758**

Division 2 Site Work

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL
02 32 00	**Geotechnical Investigation**			
1	Geotechnical Investigation - **By Owner**		Excl	**Excluded**
02 32 00	Geotechnical Investigation			
02 25 10	**Site Basic Means & Materials**			
1	Tree Protection Fencing	1		**18,653**
2	Construction Fence	2,250	LF	**40,500**
3	Jobsite Data Vault	11	Mo	**3,630**
02 25 10	Site Basic Means & Materials			**62,783**
02 41 13	**Selective Site Demolition**			
1	Selective Site Demolition Package	1		**228,949**
2	Removal of Existing Asphalt & Concrete Paving	72,200	SF	
3	Removal of Pool Deck	1		
4	Removal of Pool Buildings	2,050	SF	
5	Removal of Shad Structure	1	LS	
6	Removal of Bollards	23	Ea.	
7	Stockpile of Existing Boulders	1		
8	Removal of Misc. Site Items (i.e. signs, fences, culvert, etc.)	1		
9	Removal of Landscaping and Irrigation	152,000	SF	
02 41 13	Selective Site Demolition			**228,949**
02 41 20	**Recycling & Waste Removal**			
1	Recycling & Waste Removal Package	1		**54,000**
02 41 20	Recycling & Waste Removal			**54,000**
02 58 00	**Hazardous Material Removal, Mitigation, & Remediation**			
1	Hazardous Material Removal, Mitigation, & Remediation Allowance CABI is included only as a part of this allowance	1	Allow	**250,000**
02 58 00	Hazardous Material Removal, Mitigation, & Remediation			**250,000**
31 00 00	**Earthwork**			
1	Earthwork Package	1		**297,084**
2	Strip & Stockpile Existing Soil	1,850	CY	
3	Overlot Grading	2,835	CY	
4	Import and Place Fill to Balance Site	350	CY	
5	Compaction and Proof rolling at Concrete	6,350	SY	
6	Concrete Retaining Wall Excavation & Backfill	1		
7	Building Foundation Excavation & Backfill	1		
8	4" ABC at Concrete Paving	54,750	SF	
9	6" ABC at Bike Surface	11,880	SF	
10	Respread of Topsoil	1,850	CY	
11	Finish Grading (+/- 0.1")	225,500	SF	
31 00 00	Earthwork			**297,084**
31 10 00	**Survey - Site**			
1	Survey Package	1	LS	**52,488**
31 10 00	Survey - Site			**52,488**
31 23 19	**Dewatering**			
1	Dewatering (construction or permanent) is included only as a part of this allowance; permanent filtration systems or temporary construction filtration systems for storm water removal or any other dewatering systems are only included as a part of this allowance. Ground water testing, filtration, pumping and ground water sediment control is only included as a part of this allowance. We have included the $10,000 allowance for groundwater issues, but any dewatering costs beyond this allowance will be performed on a cost-plus fee (T&M) basis and billed to the Owner. Additionally, see below: • Time extensions & GC's may be required as a result of dewatering schedule delays • Permanent filtration systems if required for long term foundation dewatering is included in this allowance only • Water haul off if required due to water mineral content or contaminants is included in this allowance only • If dewatering is required, obtaining required permits to perform dewatering is extensive and can add to the duration of the project (permits are only included in the allowance)	1	Allow	**10,000**
31 23 19	Dewatering			**10,000**
31 25 00	**Erosion/Sedimentation Control (SWMP)**			
1	Erosion/Sedimentation Control (SWMP) Package	1		**21,443**
2	Install of Erosion Control			
3	Maintain Erosion Control			
4	Remove Erosion Control			
31 25 00	Erosion/Sedimentation Control (SWMP)			**21,443**
31 25 01	**Stormwater Inspection & Audit**			
1	3rd Party Inspections & Audits	12	Mo	**6,000**
31 25 01	Stormwater Inspection & Audit			**6,000**
31 32 00	**Soil Stabilization**			
1	Soil Stabilization - **Excluded**		Excl	**Excluded**

Division 2 Site Work

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL
31 32 00	Soil Stabilization			
31 64 26	**Helical Piers**			
1	Helical Pier Allowance	1	Allow	200,000
31 64 26	Helical Piers			200,000
32 12 00	**Asphalt Paving**			
1	Asphalt Paving Package	1		114,656
2	6" Full Depth Asphalt Paving	2,980	SY	
3	8" ABC In New Asphalt Paved Areas			
32 12 00	Asphalt Paving			114,656
32 17 23	**Pavement Markings**			
1	Striping & Site Signage Package	1		21,607
32 17 23	Pavement Markings			21,607
32 13 13	**Site Concrete Material**			
1	Site Concrete Package	1		655,009
2	6" Concrete Paving	55,835	SF	
3	Curb Type 1 (Flush)	1,735	LF	
4	Curb Type 2 (Raised)	83	LF	
5	8" Mow Band	461	LF	
6	ADA Ramp	1	Ea.	
7	1'W x 6" Chase Drain	13	LF	
8	CIP Stairs & Cheek Walls	1		
32 13 13	Site Concrete Material			655,009
32 31 00	**Fences & Gates**			
1	Fencing Package Rail Fence	1		21,139
2	3' H Wester Red Cedar Post & Rail Fence	670	LF	
32 31 00	Fences & Gates			21,139
32 90 00	**Landscaping**			
1	Landscaping & Irrigation Package	1		1,202,879
2	Irrigation System			
3	Controller A			
4	Controller B			
5	Soil Prep (4CY / 1000 SF)	180,140	SF	
6	Turf Grass			
7	Type 1 - Bluegrass Sod	76,460	SF	
8	Type 2 - Tahoma 31 Bermuda Grass	31,310	SF	
9	Native Seed	31,970	SF	
10	Shredded Wood Mulch (3" Depth)	40,400	SF	
11	Rock Cobble Mulch	290	SF	
12	Plantings			
13	Deciduous Shrubs - 5gal	277	Ea.	
14	Ornamental Grasses - 1gal	94	Ea.	
15	Perennials - 1gal	217	Ea.	
16	Landscape Boulders			
17	A	27	Ea.	
18	B	6	Ea.	
19	C	27	Ea.	
20	D	48	Ea.	
21	E	6	Ea.	
22	F	4	Ea.	
23	G	25	Ea.	
24	Stone Rumble Strips			
25	Type 1	170	SF	
26	Type 2	180	SF	
27	Log Rumble Strip	100	SF	
28	Boulder Coring Allowance	1	Allow	10,500
32 90 00	Landscaping			1,213,379
12 93 00	**Site Furnishings**			
1	Site Furnishings Allowance	1	Allow	167,906
2	Shade Structure	1	Ea.	67,087
3	Site Bike equipment	1	Ea.	206,635
12 93 00	Site Furnishings			441,627
33 10 00	**Utilities**			
1	Utilities Package	1		208,677
2	Domestic Water			
3	Connect to Existing Main	1	Ea.	
4	6" DIP Water Main Extension	173	LF	
5	8" Gate Valve	1	Ea.	
6	Fire Hydrant Assembly	1	Ea.	
7	2" Type K Domestic Service			
8	1.5" Type K Domestic Service			

Division 2 Site Work

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL
9	Abandon Existing 1.5" Service	1	Ea.	
10	Sanitary System			
11	Connect to Existing Manhole	1	Ea.	
12	6" SDR35 Sanitary Sewer	374	LF	
13	4" SDR35 PVC Sanitary Sewer	164	LF	
14	4" & 6" Cleanouts	9	Ea.	
15	Stormwater System			
16	Remove and Cap Existing Storm Sewer Inlet	1	Ea.	
33 10 00	Utilities			208,677
33 46 13	**Foundation Drainage**			
1	Perimeter Drain System at Retaining wall	1	Allow	3,500
33 46 13	Foundation Drainage			3,500
33 51 00	**Utility Relocation/Modification Allowance**			
1	Existing Utility Relocation/Modification Allowance	1	Allow	50,000
33 51 00	Utility Relocation/Modification Allowance			50,000
33 90 00	**Sewer Line Intersection/Camera**			
1	Inspect New Sewer Lines	1		2,500
33 90 00	Sewer Line Intersection/Camera			2,500
34 41 13	**Traffic Signals/Controls**			
1	Traffic Signals/Controls - **Excluded**		Excl	**Excluded**
34 41 13	Traffic Signals/Controls			
02 99 01	**General Requirements**			
1	**General Requirements - Labor**			**See Below**
2	Foreman	48	Wks.	223,746
3	Field Engineer	48	Wks.	215,040
4	Carpenter	48	Wks.	188,336
5	Laborer	84	Wks.	283,902
6	Civil Design Coordination	192	Hrs.	32,563
7	**General Requirements - Equipment & Small Tools**	1	LS	355,459
8	Air Monitor	7	Ea.	
9	Blower - Backpack	4	Ea.	
10	Body Harness Kit - XI	8	Ea.	
11	Boom - 40' Straight - DSL, 4WD	3	Ea.	
12	Builders Level	11	Ea.	
13	Fan - Confined Space Blower, 8"	6	Ea.	
14	Fire Extinguisher - 10 Lb.	48	Ea.	
15	Forklift - Reach,10,000 LB, 54	8	Ea.	
16	Fuel Cube - 100 Gallon	11	Ea.	
17	Gang box - Large	12	Ea.	
18	Heater - Indirect, 500,000 BTU	6	Ea.	
19	Ladder Extension - 24'	16	Ea.	
20	Parapet Anchor	9	Ea.	
21	Pressure Washer - Hot	3	Ea.	
22	Raptor - License Reader	12	Ea.	
23	Skid steer Loader - 3200 Lb.	12	Ea.	
24	Skid steer Attachment - Forks	12	Ea.	
25	Step Ladder - 8'	7	Ea.	
26	Step Ladder - 10'	7	Ea.	
27	Tattle Tale (Alarm System)	12	Ea.	
28	Theodolite / Digital Transit	4	Ea.	
29	Trash Buggy	8	Ea.	
30	Security System - Camera	12	Ea.	
31	Skid steer Attachment - Sweeper & Hopper	12	Ea.	
32	Water Meter	12	Ea.	
33	Leadman	1	LS	22,183
02 99 01	General Requirements			1,321,229
			DIVISION 2 TOTALS	**5,236,071**

Division 3 Concrete

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL
03 11 00	**Concrete Formwork**			
1	Concession Building Concrete Package	1		**106,476**
2	Grade Beams			
3	8"W x Various Height	44	LF	
4	16"W x 2'-8"H	270	LF	
5	Pier Cap (18" Sq)	2	Ea.	
6	4" Slab on Grade	2,240	SF	
7	Vapor Barrier			
8	6x6 W2.1xW2.1 Welded Wire Fabric			
9	Pump House Building Concrete to Be Included as Part of Pump House Allowance		Clar	**Clarification**
03 11 00	Concrete Formwork			**106,476**
03 60 00	**Grouting**			
1	Misc. Grouting Package	1		**1,125**
03 60 00	Grouting			**1,125**
			DIVISION 3 TOTALS	**107,601**

Division 4 Masonry

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL
04 20 00	**Unit Masonry**			
1	Masonry Package	1		**317,444**
2	8"x8"x16" Colored Glazed CMU			
3	6"x8"x16" & 8"x8"x16" Standard Gray CMU			
4	Pump House Building Masonry to Be Included as Part of Pump House Allowance		Clar	**Clarification**
04 20 00	Unit Masonry			**317,444**
			DIVISION 4 TOTALS	**317,444**

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Division 5 Steel

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL
05 12 00	**Structural Steel**			
1	Structural Steel Package	1		**144,900**
2	Columns & Beams			
3	HSS 3-1/2"x3-1/2"	2	Ea.	
4	W10x45	1	Ea.	
5	L4x4x1/4			
6	Breezeway Components			
7	MC12x45	1	Ea.	
8	HSS 3"x3"x1/4	6	Ea.	
9	Vulcraft Joist & Deck Package			
10	Site Handrail			
05 12 00	Structural Steel			**144,900**
05 70 00	**Custom Sliding Gate Allowance**			
1	Custom Sliding Gate Allowance	1	Allow	**181,983**
05 70 00	Custom Sliding Gate Allowance			**181,983**
05 99 01	**Bike Wash Grate and Obstacle Chicane**			
1	Bike Wash Grate	1	Allow	**7,500**
2	Loose Lintels Allowance	1	Allow	**5,000**
05 99 01	Bike Wash Grate and Obstacle Chicane			**12,500**
			DIVISION 5 TOTALS	**339,383**

Division 6 Woods & Plastics

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL
06 10 00	**Rough Carpentry**			
1	Rough Carpentry Material Package	1		15,000
2	Backing and Blocking for Millwork and Shelving			
3	Backing and Blocking for Restroom Accessories			
4	Blocking At Openings			
5	Blocking at Roof			
6	Backing and Blocking for Misc. Specialties			
06 10 00	Rough Carpentry			15,000
06 15 00	**Wood Decking**			
1	Pump House Building Wood Framing & Decking to Be Included as Part of Pump House Allowance		Clar	Clarification
06 15 00	Wood Decking			
06 40 00	**Finish Carp/Arch Woodwork**			
1	Cabinetry & Millwork Package	1		29,375
2	101 Rental Counter			
3	Stainless Steel Countertop			
4	P-Lam Swing Gate			
5	102 Classroom/Bike shop			
6	Solid Wood Top			
7	MDF Plumbing Cover			
8	103 Office			
9	MDF Open Storage Unit			
10	105 Classroom			
11	P-Lam Base Cabinets			
12	Solid Surface Top			
13	109 Janitors Closet			
14	MDF Open Storage Unit			
06 40 00	Finish Carp/Arch Woodwork			29,375
			DIVISION 6 TOTALS	**44,375**

Division 7 Thermal & Moisture Protection

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL
07 08 00	**Temporary Roof Protection**			
1	Temporary Roof Protection Package	1		**10,000**
07 08 00	Temporary Roof Protection			**10,000**
07 10 00	**Damp proofing & Waterproofing**			
1	Concession Damp proofing Package	1		**14,500**
2	Damp proofing of Grade Beams			
3	Below Grade Rigid Insulation at Grade Beams			
4	Pump House Building Damp proofing & Waterproofing to Be Included as Part of Pump House Allowance		Clar	**Clarification**
07 10 00	Damp proofing & Waterproofing			**14,500**
07 21 00	**Thermal Insulation**			
1	Thermal Insulation Package	1		**26,310**
2	Carlisle 2"x4'x8' Silver Faced Poly-Iso			
3	Barrier Bond Liquid Flashing			
4	Pump House Building Thermal Insulation to Be Included as Part of Pump House Allowance		Clar	**Clarification**
07 21 00	Thermal Insulation			**26,310**
07 50 00	**Flat Roofing**			
1	Flat Roofing Package	1		**67,281**
2	60mil TPO Membrane Roof	2,240	SF	
3	R-30 Poly-Iso Insulation (2-layers of 2.6")			
4	Tapered Insulation			
5	1/2" Densdeck			
6	Pump House Building Roofing to Be Included as Part of Pump House Allowance		Clar	**Clarification**
07 50 00	Flat Roofing			**67,281**
07 62 00	**Sheet Metal Flashing and Trim**			
1	Misc. Sheet Metal Flashing and Trim Package	1		**6,500**
07 62 00	Sheet Metal Flashing and Trim			**6,500**
07 81 00	**Applied Fireproofing**			
1	Applied Fireproofing - **Excluded**		Excl	**Excluded**
07 81 00	Applied Fireproofing			
07 92 00	**Joint Sealers**			
1	Building & Joint Sealants Package	1		**29,500**
2	Site Expansion Joints			
3	Hollow Metal Frames			
4	Masonry Control Joints			
5	Exposed Interior Floor Joints			
6	Misc. Dissimilar Material Joints			
07 92 00	Joint Sealers			**29,500**
			DIVISION 7 TOTALS	**154,091**

Division 8 Doors & Windows

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL
08 10 00	**Doors & Frames**			
1	Doors & Hardware Package	1		48,280
2	3'x7' Hollow Metal Frame	12	Ea.	
3	3'x7' Hollow Metal Doors	12	Ea.	
4	Door Hardware per Spec			
5	Installation	1		6,490
08 10 00	Doors & Frames			54,770
08 33 23	**OH Coiling Doors/Grilles**			
1	Overhead Door Package	1		44,600
2	8'-0" x 9'-4" Overhead Coiling Door	3	Ea.	
3	8'-2" x 9'-4" Sectional Overhead Door	1	Ea.	
4	7'-4" x 6'-6" Coiling Counter Door	1	Ea.	
08 33 23	OH Coiling Doors/Grilles			44,600
08 41 13	**Entrances & Storefronts**			
1	Aluminum Storefront Package	1		92,615
2	2"x4-1/2" Thermally-Broken Center Set Aluminum Storefront System			
3	(1) SF2, (1) SF3, (1) SF4, (1) SF5, (1) SF6, (1) SF7, (1) SF8			
4	Storefront Entry & Hardware			
5	3'-8-5/8" x 8'-0" x 2-1/4" Medium Style Door w/10" Bottom Rail	1	Ea.	
6	Riot Glass is Referenced in Plans, But no Specification was Provided. Therefore, 1" Insulated Clear Tempered w/ Low-E Coating Has Been Included at Exterior Elevations		Clar	Clarification
7	1/2" Door Lite Glass			
08 41 13	Entrances & Storefronts			92,615
08 45 00	**Translucent Wall and Roof Assemblies**			
1	Structured Polycarbonate Panel Assemblies	1		105,310
2	Duro Guard Series 3900 SBC1 System			
3	24'-4" x 38'-1" Single Sloped	1	Ea.	
08 45 00	Translucent Wall and Roof Assemblies			105,310
			DIVISION 8 TOTALS	**297,295**

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Division 9 Finishes

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL
09 06 00	**Temp. Prot. For New/Existing Finishes**			
1	Temp. Prot. For New/Existing Finishes	1		25,000
09 06 00	Temp. Prot. For New/Existing Finishes			25,000
09 21 16	**Gypsum Board Assemblies**			
1	Drywall & Framing Package	1		48,570
2	Metal Stud Framing			
3	Drywall Partitions			
4	Batt Insulation			
5	Gypsum Board Ceiling Assemblies			
09 21 16	Gypsum Board Assemblies			48,570
09 60 00	**Flooring**			
1	Flooring Package	1		1,415
2	Resilient Rubber Base	600	LF	
09 60 00	Flooring			1,415
09 91 00	**Painting**			
1	Painting Package	1		14,284
2	Interior Drywall (Walls & Ceilings)			
3	HM Doors & Frames			
09 91 00	Painting			14,284
09 97 23	**Concrete Sealing**			
1	Concrete Finishing Package In office area and storage area only	1		24,925
2	Polished Concrete - 400 Grit for High Sheen Finish	1,700	SF	
3	Prosoco LS Densifier			
4	Prosoco Polish Guard Sealer		Excl	Excluded
09 97 23	Concrete Sealing			24,925
			DIVISION 9 TOTALS	**114,194**

Division 10 Specialties

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL
10 11 00	**Visual Display Surfaces**			
1	Visual Display Surface Package	1		9,858
2	Poly Pegboard			
10 11 00	Visual Display Surfaces			9,858
10 12 00	**Display Cases**			
1	Display Cases - **Excluded**		Excl	**Excluded**
10 12 00	Display Cases			
10 14 00	**Building Signage**			
1	Signage Package	1		87,218
2	12' Tall x 12'-6" Wide Portal Sign	1	Ea.	
3	Post & Panel Signs	1	Ea.	
4	Restroom Signs	3	Ea.	
5	Room Signs	7	Ea.	
6	Tunnel Graphics	1	Ea.	
7	Aluminum Tube Decorative Elements	11	Ea.	
10 14 00	Building Signage			87,218
10 28 13	**Toilet Accessories**			
1	Restroom Accessories Package	1		4,267
2	Grab Bar Set (18", 36", 42")	3	Ea.	
3	Surface-Mounted Multi-Roll Toilet Tissue Dispenser	3	Ea.	
4	Standard Horizontal Plastic Baby Changing Station	1	Ea.	
5	Rectangular Flat Framed Mirror	1	Ea.	
6	Automated Touchless Paper Towel Dispenser	2	Ea.	
7	Recessed Trash Receptacle	1	Ea.	
8	Automated Touchless Soap & Sanitizer Dispenser	3	Ea.	
9	Shelf with Mop and Broom Holder	1	Ea.	
10 28 13	Toilet Accessories			4,267
10 26 00	**Wall and Door Protection**			
1	Wall and Door Protection Package	1		1,813
2	Stainless Steel Corner Guard 4"x4"x48"	6	Ea.	
10 26 00	Wall and Door Protection			1,813
10 41 16	**Emergency Key Cabinets**			
1	Knox Boxes	1	Ea.	750
10 41 16	Emergency Key Cabinets			750
10 43 16	**First Aid Cabinets**			
1	First Aid Cabinets - **By Owner**		Excl	**Excluded**
10 43 16	First Aid Cabinets			
10 44 00	**Fire Protection Specialties**			
1	Fire Extinguishers & Cabinets Package	1		9,002
2	Clean Agent Fire Extinguisher	3	Ea.	
3	Ansul 429022 Model FE13, 13.25Lb Clean guard FE36			
4	Surface Mounted Stainless Steel Fire Extinguisher Cabinet	3	Ea.	
10 44 00	Fire Protection Specialties			9,002
10 99 01	**Chain-link Partitions**			
1	Chain-link Partition for Janitorial Cage	1		4,250
10 99 01	Chain-link Partitions			4,250
			DIVISION 10 TOTALS	**117,158**

Division 11 Equipment

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL
11 99 01	**Equipment**			
1	Equipment - **Excluded**		Excl	**Excluded**
11 99 01	Equipment			
			DIVISION 11 TOTALS	**Excluded**

Division 12 Furnishings

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL
12 20 00	**Window Treatments**			
1	Window Treatment Package	1		**1,226**
2	1" Bali Classic Cordless Horizontal Mini Blind			
12 20 00	Window Treatments			**1,226**
12 51 00	**Furniture**			
1	Furniture - **By Owner**		Excl	**Excluded**
12 51 00	Furniture			
			DIVISION 12 TOTALS	**1,226**

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Division 13 Special Construction

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL
13 99 01	**Exterior Fountains (Splash Pad)**			
1	Splash Pad Package	1		**958,197**
2	Splash Pad Features as Listed on SP600			
3	Splash Pad Controls			
4	Splash Pad Markings			
5	Cleaning Equipment & Accessories			
6	Wind Speed Sensor			
7	Drain/Circulation Piping			
8	Custom Inlets			
9	Circulation Equipment & Accessories per SP401			
10	Splash Pad Concrete Paving	2,220	SF	
13 99 01	Exterior Fountains (Splash Pad)			**958,197**
13 99 02	**Pump House Building Allowance**			
1	Pump House Building Allowance	1	Allow	**350,000**
13 99 02	Pump House Building Allowance			**350,000**
			DIVISION 13 TOTALS	**1,308,197**

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Division 14 Conveying Systems

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL
14 99 01	**Conveying Systems**			
1	Conveying Systems - **Excluded**		Excl	**Excluded**
14 99 01	Conveying Systems			
			DIVISION 14 TOTALS	**Excluded**

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Division 15 Mechanical

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL
21 00 00	**Fire Suppression**			
1	Fire Protection Systems - **Excluded**		Excl	**Excluded**
21 00 00	Fire Suppression			
22 00 00	**Plumbing**			
1	Plumbing Package	1		**161,860**
2	Domestic Water System			
3	Drain, Vent, and Waste System			
4	Condensate Piping			
5	Storm Piping			
6	Plumbing Fixture Package as Scheduled			
7	Heat Trace System			
22 00 00	Plumbing			**161,860**
23 00 00	**HVAC**			
1	HVAC Package	1		**110,570**
2	Ducted Split-System (FCU-1 & HP-1)			
3	Non-Ducted Split-System (FCU-2 & CU-1)			
4	Radiant Panels (RH-1 & RH-2)			
5	Unit Heaters (EH-1, EH-2, & EH-3)			
6	Exhaust Fans			
7	Roof Fan (EF-1)			
8	Storage Fan (EF-2, EF-2, & EF-4)			
9	Air Devices			
10	Louvers (L-1, L-2, RL-1)			
11	Refrigerant Piping			
12	Ductwork			
13	Insulation			
14	Temperature Controls			
15	Test & Balance			
23 00 00	HVAC			**110,570**
21 99 01	**Mechanical Systems Coordinator**			
1	Mechanical Systems Coordinator	100	Hours	**12,496**
21 99 01	Mechanical Systems Coordinator			**12,496**
			DIVISION 15 TOTALS	**284,926**

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Division 16 Electrical

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL
26 00 00	**Electrical**			
1	Electrical Package	1		**305,934**
2	Service & Distribution			
3	Branch Power			
4	Lighting & Lighting Controls			
5	Mechanical Equipment Connections			
6	Low Voltage Rough-In			
7	BDA System & Testing		Excl	**Excluded**
26 00 00	Electrical			**305,934**
26 41 00	**Facility Lightning Protection**			
1	Facility Lightning Protection - **Excluded**		Excl	**Excluded**
26 41 00	Facility Lightning Protection			
27 00 00	**Communications**			
1	Structured Cabling Package	1		**25,670**
27 00 00	Communications			**25,670**
28 13 00	**Access Control**			
1	Access Control Allowance	1	Allow	**5,000**
28 13 00	Access Control			**5,000**
28 16 00	**Intrusion Detection**			
1	Security & Intrusion Detection Allowance	1	Allow	**10,000**
28 16 00	Intrusion Detection			**10,000**
26 99 01	**Audio Visual**			
1	Audio Visual - **Excluded**		Excl	**Excluded**
26 99 01	Audio Visual			
26 99 02	**Fire Alarm**			
1	Fire Alarm Allowance	1	Allow	**15,000**
26 99 02	Fire Alarm			**15,000**
			DIVISION 16 TOTALS	**361,604**

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Allowances

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FRANSEN PITTMAN
EXPECT PRECISION

RUBY HILL PARK – PHASE 3
100% Construction Document Estimate
Allowances

2/12/2025

ALLOWANCES CARRIED WITHIN GMP:

Electrical, Gas, & Water Consumption, Setup, & Installation Allowance:_____$**12,000**

Wind, Weather, & Temporary Heating Allowance:_____**$50,000**

Hazardous Material Removal, Mitigation, & Remediation Allowance: _____**$250,000**

Dewatering Allowance:_____**$10,000**

Site Furnishing Allowance:_____**$167,906**

Helical Pier Allowance:_____**$200,000**

Existing Utility Relocation/Modification Allowance:_____**$50,000**

Loose Lintel Allowance:_____**$5,000**

Custom Sliding Gates Allowance: _____**$181,983**

Pump House Building Allowance: _____**$350,000**

Access Control Allowance:_____**$5,000**

Intrusion Detection Allowance:_____**$10,000**

Fire Alarm Allowance:_____**$15,000**

Retaining wall Underdrain Allowance:_____$**3,500**

Boulder Coring Allowance**:**_____**$10,500**

Bike Wash Grate:_____ **$7,500**

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Tracking Log

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

FRANSEN PITTMAN CONSTRUCTION

RUBY HILL PARK - PHASE 3
100% CD GMP Trend Log

2/11/2025

FRANSEN PITTMAN EXPECT PRECISION

Hard Cost	Current Pending Total	% Change
$10,402,015	$10,402,015	0%

Budget	Difference	% Change
$10,400,000	($2,015)	0%

Dwg Pkg	Area
100% CD	ALL

Trend Log

System	Rejected	Pending	Accepted
Enclosure	$0	($46,337)	$0
Foundation	$0	$0	$0
Interiors	$0	$0	$0
Mech/Elec	$0	$32,153	$0
Roof	$0	($5,500)	$0
Site	$0	($139,726)	$0
Multi	$0	$56,642	$0
TOTALS	**$0**	**($102,768)**	**$0**

The potential scope / cost changes below may modify the construction schedule or duration. Unless noted otherwise, please assume these potential cost changes are only accurate and stable for 30 calendar days. After those 30 days, FP can update pricing based on current market value and/or procurement / schedule timeframes.

Item #	Drawing Package	System	Date Initiated	Initiated By	Description	Schedule Impact	Change Amount	Date Presented	Disposition of Change	Related Item	Notes
CD-001	100% CD	Multi	6/21/24	Design Workshop	Shade Structure	N/A	$56,642	2/12/25	Pending		
CD-002	100% CD	Site	6/21/24	Design Workshop	3-year Landscape Maintenance	N/A	$154,334	2/12/25	Pending		
CD-003	100% CD	Enclosure	1/16/25	FP	Glazing / Polycarbonate Dalyte Savings	N/A	($105,825)	2/12/25	Pending		
CD-004	100% CD	Enclosure	1/16/25	FP	Custom Sliding Gate Infill Alternate Option: - Centria Exo Screen Perforated/Corrugated Screen Wall BR-5 Stainless 20 Ga.	N/A	$49,494	2/12/25	Pending		
CD-005	100% CD	Enclosure	1/16/25	FP	Custom Sliding Gate Infill Alternate Option: - Custom Eco Screen Punched Art Infill	N/A	TBD	2/12/25	Pending		Design required to price
CD-006	100% CD	Mech/Elec	1/16/25	FP	BDA System and Testing	N/A	$32,153	2/12/25	Pending		
CD-007	100% CD	Site	1/16/25	FP	Removing Boulder Features A-G	TBD	($290,153)	2/12/25	Pending		
CD-008	100% CD	Site	1/16/25	FP	If drainage system behind retaining walls is not required	N/A	($3,907)	2/12/25	Pending		
CD-009	100% CD	Enclosure	1/16/25	FP	Security Film on Exterior Windows	N/A	$9,994	2/12/25	Pending		
CD-010	100% CD	Roof	1/16/25	FP	Mechanically fastened roofing in lieu of fully adhered	N/A	($5,500)	2/12/25	Pending		

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Englewood

9563 South Kingston Ct.
Englewood, CO 80112

fransenpittman.com

Windsor

522 Main St.
Windsor, CO 80550

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EXHIBIT P

CONTRACTOR'S GMP PROPOSAL SUMMARY

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FRANSEN PITTMAN
EXPECT PRECISION

RUBY HILL PARK – PHASE 3

100% Construction Document Summary

02/12/2025

02/12/2025 – Refreshed 100% Construction Document GMP Total: $10,402,015

Original 100% Construction Document GMP (09/23/24).....$10,486,760

VE Conversations and Reduced Scope Conversations (09/24/24 thru 12/02/24)

Project Hard Cost Budget Updated to $10,400,000 (01/28/25)

Refreshed 100% Construction Document GMP (02/12/25).....**$10,402,015**

Above pricing includes the following contingencies:

- Construction Contingency: $260,050
- Bidding & Buyout Contingency: $267,166

Above pricing represents achieving 23% MWMB participation (Project Goal is 19%)

Current Estimate to Project Budget Delta = $2,015

office (303) 783-3900 fax (303) 783-3939 9563 South Kingston Court, Suite 200, Englewood, CO 80112 FRANSENPITTMAN.COM

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EXHIBIT Q

CERTIFICATE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/31/2024

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

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

PRODUCER
Holmes Murphy & Associates
2727 Grand Prairie Parkway
Waukee IA 50263

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Pinnacol Assurance Company	41190
INSURER B : Hartford Fire Insurance Company	19682
INSURER C : Trumbull Insurance Company	27120
INSURER D : Hartford Casualty Insurance Company	29424
INSURER E :	
INSURER F :	

INSURED FRACONPC
Fransen-Pittman Construction Co., Inc.
9563 South Kingston Court, Ste 200;
Englewood, CO 80112

COVERAGES **CERTIFICATE NUMBER:** 1943386150 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY**			34UEABG6BT8	8/1/2024	8/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X PD Ded 5,000						MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	**AUTOMOBILE LIABILITY**			34UEABG6BTC	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Auto Phys Dm						Phys Damage Ded	$ $1,000 comp/coll
D	X **UMBRELLA LIAB** X OCCUR			34HHABG6EH2	8/1/2024	8/1/2025	EACH OCCURRENCE	$ 15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 15,000,000
	DED X RETENTION $ 10,000							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		4046117	8/1/2024	8/1/2025	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B B	Temp/Transit Blanket Builders Risk Leased/Rented Equipment			34MSAE2388 34MSAE2345	8/1/2024 8/1/2024	8/1/2025 8/1/2025	$2,500,000 Limit $35Mil Jobsite/ $500,000 Limit	$2.5Mil Frame $2,500 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Ruby Hill Phase 3
The City and County of Denver, its elected and appointed officials, employees and volunteers are included as additional insureds as respects the General Liability & Auto Liability, as required by written contract with the insured, per the policy terms and conditions.

CERTIFICATE HOLDER

City and County of Denver
1380 West Florida Ave.
Denver CO 80219-0000
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Kari Cooley

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EXHIBIT R

SELF-PERFORMED WORK LETTER

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FRANSEN PITTMAN
EXPECT PRECISION

Ruby Hill Phase 3
Self Perform Work Letter

To whom it may concern,

Fransen Pittman has not and does not intend to self-perform or bid on any of the bid packages for the Ruby Hill Phase 3 project.

Regards,

Ben Coleman | Project Executive
FRANSEN PITTMAN | CONSTRUCTION
9563 South Kingston Court, Englewood, CO 80112
o 303.783-3900 c 303.909.5877

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EXHIBIT S

PROJECT SITE

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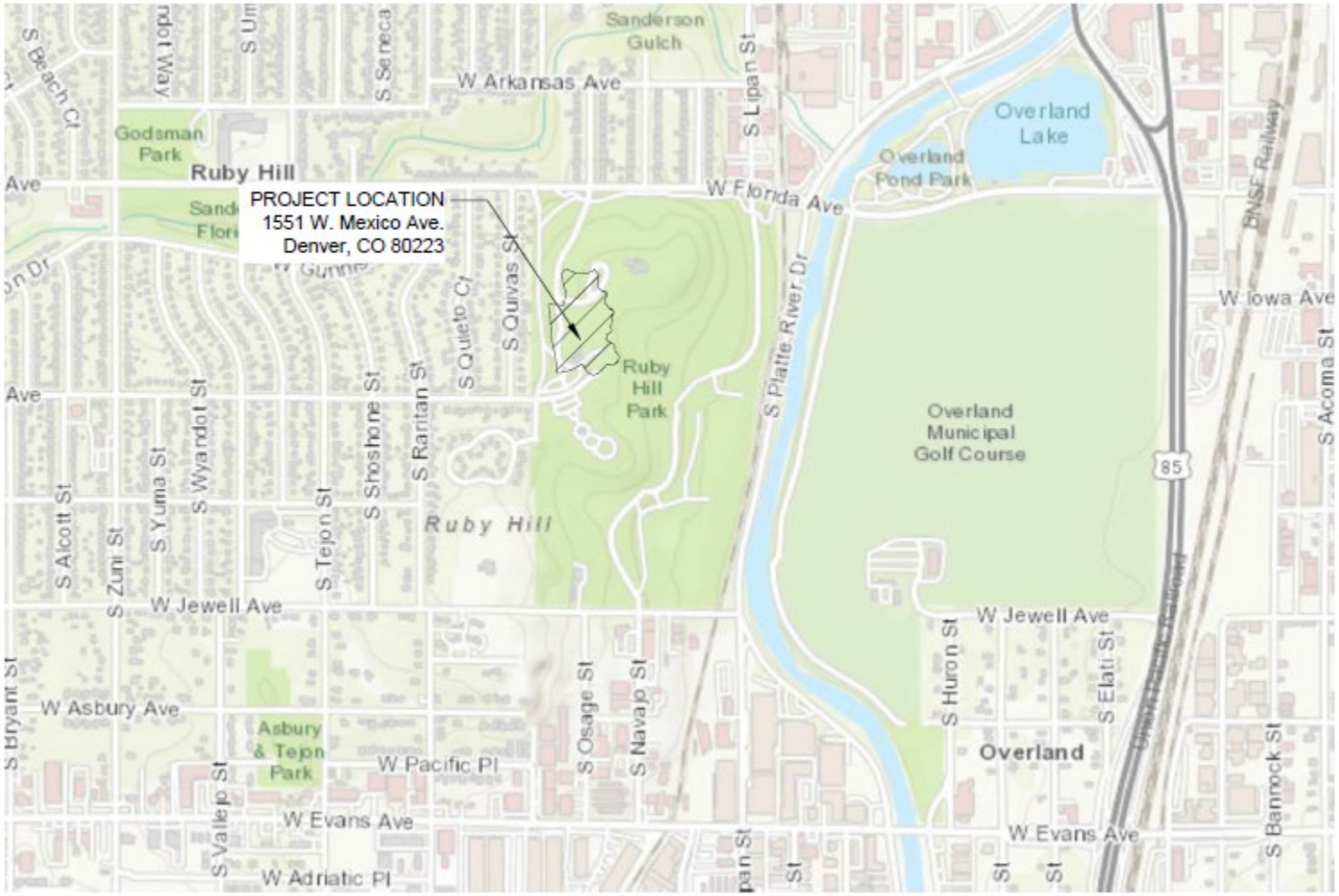

EXHIBIT

Project Location

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

City and County of Denver

TIMOTHY M. O'BRIEN, CPA
AUDITOR

201 West Colfax Avenue, #705 • Denver, Colorado 80202
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2025 Heavy General Wage Decision

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: March 14, 2025
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, **Friday, March 14, 2025,** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** (does not include residential construction consisting of single-family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, § 20-76(c).

General Wage Decision No. CO 20250002

Superseded General Decision No. CO 20240002
Modification No. 1
Publication Date: 03/14/2025
(6 pages)

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

Attachments as listed above.

In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under $18.81 to comply with the city's minimum wage.

General Decision Number: CO20250002 03/14/2025

Superseded General Decision Number: CO20240002

State: Colorado

Construction Type: Heavy

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

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

HEAVY CONSTRUCTION PROJECTS

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- The contractor must pay all covered workers at least $18.81 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on or between January 1, 2015, and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least $18.81 per hour (or the applicable wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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

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

MODIFICATION NUMBER	PUBLICATION DATE
0	01/03/2025
1	03/14/2025

ASBE0028-001 07/01/2024	RATES	FRINGES
ASBESTOS WORKER/INSULATOR (INCLUDES APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS AND FINISHINGS TO ALL TYPES OF MECHANICAL SYSTEMS)	$34.98	$16.47

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

BRCO0007-004 01/01/2024	RATES	FRINGES
BRICKLAYER (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, AND WELD COUNTIES)	$42.37	$12.86

BRCO0007-006 05/01/2024	RATES	FRINGES
BRICKLAYER (INCLUDES EL PASO AND PUEBLO COUNTIES)	$32.93	$14.29

ELEC0012-011 09/01/2024	RATES	FRINGES
ELECTRICIAN (INCLUDES PUEBLO COUNTY)	$33.55	$15.71

ELEC0068-001 06/01/2024	RATES	FRINGES
ELECTRICIAN (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER, AND WELD COUNTIES)	$44.95	$19.08

ELEC0111-001 09/01/2024 LINE CONSTRUCTION	RATES	FRINGES
LINE CONSTRUCTION/GROUNDMAN	$26.09	24.25%+8.25
LINE EQUIPMENT OPERATOR / LINE TRUCK CREW	$42.16	24.25%+8.25
LINEMAN GAS FITTER/WELDER	$58.53	24.25%+8.25

ELEC0111-007 01/01/2024	RATES	FRINGES
ELECTRICIAN (INCLUDES MESA COUNTY)	$30.00	$12.70

ELEC0113-002 06/01/2024	RATES	FRINGES
ELECTRICIAN (INCLUDES EL PASO COUNTY)	$38.20	$18.10

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

ENGI0009-001 05/01/2024 POWER EQUIPMENT OPERATORS	RATES	FRINGES
BLADE: FINISH	$34.58	$15.20
BLADE: ROUGH	$34.05	$15.20
BULLDOZER	$34.05	$15.20
CRANES: 50 TONS AND UNDER	$34.77	$15.20
CRANES: 51 TO 90 TONS	$35.07	$15.20
CRANES: 91 TO 140 TONS	$36.27	$15.20
CRANES: 141 TONS AND OVER	$38.63	$15.20
FORKLIFT	$34.58	$15.20
MECHANIC	$35.58	$15.20
OILER	$34.14	$15.20
SCRAPER: SINGLE BOWL UNDER 40 CUBIC YARDS	$35.20	$15.20
SCRAPER: SINGLE BOWL, INCLUDING PUPS 40 CUBIC YARDS AND OVER AND TANDEM BOWLS	$35.41	$15.20
TRACKHOE	$35.20	$15.20

IRON0024-003 11/01/2024	RATES	FRINGES
IRONWORKER, STRUCTURAL	$39.21	$23.49

IRON 00847 11/01/2024	RATES	FRINGES
IRONWORKER, REINFORCING	$55.25	$3.65

LABO0086-001 05/01/2009	RATES	FRINGES
LABORERS: PIPELAYER	$18.81	$6.78

PLUM0003-005 06/01/2024	RATES	FRINGES
PLUMBER (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER AND WELD COUNTIES)	$50.68	$20.15

PLUM0058-002 07/01/2024	RATES	FRINGES
PLUMBERS AND PIPEFITTERS (INCLUDES EL PASO COUNTY)	$45.90	$17.17

PLUM0058-008 07/01/2024	RATES	FRINGES
PLUMBERS AND PIPEFITTERS (INCLUDES PUEBLO COUNTY)	$45.90	$17.17

PLUM0145-002 07/01/2024	RATES	FRINGES
PLUMBERS AND PIPEFITTERS (INCLUDES MESA COUNTY)	$38.67	$15.08

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

PLUM0208-004 06/01/2024	RATES	FRINGES
PIPEFITTERS (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER AND WELD COUNTIES)	$46.01	$22.43

SHEE0009-002 07/01/2024	RATES	FRINGES
SHEET METAL WORKER	$39.47	$21.83

TEAM0455-002 05/01/2024	RATES	FRINGES
TRUCK DRIVERS: PICKUP	$26.21	$4.82
TRUCK DRIVERS: TANDEM/SEMI AND WATER	$26.84	$4.82

SUCO2001-006 12/20/2001	RATES	FRINGES
BOILERMAKER	$18.81	$**
TRUCK DRIVERS: TANDEM/SEMI AND WATER	$26.84	$4.82
CARPENTERS: FORM BUILDING AND SETTING	$19.64	$2.74
CARPENTERS: ALL OTHER WORK	$18.81	$3.37
CEMENT MASON/CONCRETE FINISHER	$18.83	$2.85
IRONWORKER, REINFORCING	$18.81	$3.90
LABORERS: COMMON	$18.81	$2.92
LABORERS: FLAGGER	$18.81	$3.80
LABORERS: LANDSCAPE	$18.81	$3.21
PAINTERS: BRUSH, ROLLER & SPRAY	$18.81	$3.26
POWER EQUIPMENT OPERATORS: BACKHOE	$18.81	$2.48
POWER EQUIPMENT OPERATORS: FRONT END LOADER	$18.81	$3.23
POWER EQUIPMENT OPERATORS: SKID LOADER	$18.81	$4.41

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

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

Office of the Prevailing Wage Administrator for Supplemental Rates

Specific to Denver projects: Revision Date 01-06-2025

Classification		Base	Fringe
Laborer	Group 1	$18.81	$8.27
	Group 2	$21.59	$8.61
Laborer (Common)		$18.81	$2.92
Laborer (Flagger)		$18.81	$3.80
Laborer (Landscape)		$18.81	$3.21
Laborer (Janitor)	Janitor/Yardmen	$18.81	$8.22
Laborer (Asbestos)	Removal of Asbestos	$21.03	$8.55
Laborer (Tunnel)	Group 1	$18.81	$8.30
	Group 2	$18.81	$8.31
	Group 3	$19.73	$8.42
	Group 4	$21.59	$8.61
	Group 5	$19.68	$8.42
Millwright		$28.00	$10.00
Power Equipment Operator	Group 1	$22.97	$10.60
	Group 2	$23.32	$10.63
	Group 3	$23.67	$10.67
	Group 4	$23.82	$10.68
	Group 5	$23.97	$10.70
	Group 6	$24.12	$10.71
	Group 7	$24.88	$10.79
Power Equipment Operator (Tunnels above and below ground, shafts and raises):	Group 1	$25.12	$10.81
	Group 2	$25.47	$10.85
	Group 3	$25.57	$10.86
	Group 4	$25.82	$10.88
	Group 5	$25.97	$10.90
	Group 6	$26.12	$10.91
	Group 7	$26.37	$10.94
Truck Driver	Group 1	$18.81	$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

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

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

City and County of Denver

TIMOTHY M. O'BRIEN, CPA
AUDITOR

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2025 Highway General Wage Decision

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: January 2, 2025
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, Friday, January 10, 2025**,** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** (does not include residential construction consisting of single-family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO 20250009

Superseded General Decision No. CO 20230009
Modification No. 0
Publication Date: 01/2/2025
(7 pages)

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

Attachments as listed above.

In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under $18.81 to comply with the city's minimum wage. Contractors will also have to comply with the established Minimum Wage of $18.81 for all apprentice classifications as base rate. Fringes will be added into the base rate amount.

General Decision Number: CO20250009 01/02/2025

Superseded General Decision Number: CO20240009

State: Colorado

Construction Type: Highway

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- The contractor must pay all covered workers at least $18.81 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on or between January 1, 2015, and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least $18.81 per hour (or the applicable wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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

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

Modification number	Publication date
0	01/03/2025

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

CARP9901-008 05/01/2024	RATES	FRINGES
CARPENTER (Form Work Only)	$33.11	$12.17

ELEC0068-016 03/01/2011

TRAFFIC SIGNAL INTALLATION	RATES	FRINGES
Zone 1	$26.42	4.75%+8.68
Zone 2	$29.42	4.75%+8.68

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS
Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:

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

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

ENGI0009-008 05/01/2024 **POWER EQUIPMENT OPERATOR**	RATES	FRINGES
(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.)	$35.03	$15.20
(3)-LOADER (Under 6 Cu. Yd.) Denver County	$35.03	$15.20
(3)-MOTOR GRADER (Blade-Rough) Douglas County	$33.19	$15.20
(4)-CRANE (50 Tons And Under), **SCRAPER** (Single Bowl, Under 40 Cu. Yd)	$35.78	$15.20
(4)-LOADER (Over 6 Cu. Yd) Denver County	$35.20	$15.20
(5)-DRILL RIG CAISSON (Watson 2500 Similar Or Larger), **CRANE** (51-90 Tons), **SCRAPER** (40 Cu. Yd and Over)	$35.41	$15.20
(5)-MOTOR GRADER (Blade-Finish) Douglas County	$35.58	$15.20
(6)-CRANE (91-140 Tons)	$35.28	$15.20

SUCO2011-004 09/15/2011	RATES	FRINGES
CARPENTER (excludes form work)	$19.27	$5.08

CEMENT MASON/CONCRETE FINISHER	RATES	FRINGES
DENVER COUNTY	$20.18	$5.75
DOUGLAS COUNTY	$18.75	$3.00

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

ELECTRICIAN	RATES	FRINGES
(Excludes Traffic Signal Installation)	$35.13	$6.83

FENCE ERECTOR	RATES	FRINGES
(Excludes Link/cyclone Fence Erection)	$18.94	$3.20

GUARDRAIL INSTALLER	RATES	FRINGES
GUARDRAIL INSTALLER	$18.81	$3.20

HIGHWAY/PARKING LOT STRIPING	RATES	FRINGES
Painter Denver	$18.81	$3.21
Painter Douglas	$13.89	$3.21

IRONWORKER, REINFORCING	RATES	FRINGES
(Excludes Guardrail Installation)	$55.25	$3.65

IRONWORKER, STRUCTURAL/ORNAMENTAL	RATES	FRINGES
(Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation)	$37.23	$12.79

LABORER	RATES	FRINGES
ASPHALT RAKER	$18.81	$4.25
ASPHALT SHOVELER	$21.21	$4.25
ASPHALT SPREADER	$19.10	$4.65
COMMON OR GENERAL (Denver County)	$19.30	$6.77
COMMON OR GENERAL (Douglas County)	$16.29	$4.25
CONCRETE SAW (Handheld)	$18.81	$6.14
LANDSCAPE AND IRRIGATION	$18.81	$3.16
MASON TENDER – CEMENT/CONCRETE (Denver County)	$18.81	$4.04
MASON TENDER – CEMENT/CONCRETE (Douglas County)	$16.29	$4.25
PIPELAYER (Denver County)	$18.81	$2.41
PIPELAYER (Douglas County)	$16.30	$2.18
TRAFFIC CONTROL (Flagger)	$18.81	$3.05
TRAFFIC CONTROL (Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags) (Excludes Flaggers)	$21.69	$3.22

PAINTER	RATES	FRINGES
(Spray Only)	$18.81	$2.87

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

POWER EQUIPMENT OPERATOR	RATES	FRINGES
ASPHALT LAYDOWN (Denver County)	$22.67	$8.72
ASPHALT LAYDOWN (Douglas County)	$23.67	$8.47
ASPHALT PAVER (Denver County)	$24.97	$6.13
ASPHALT PAVER (Douglas County)	$25.44	$3.50
ASPHALT ROLLER (Denver County)	$23.13	$7.55
ASPHALT ROLLER (Douglas County)	$23.63	$6.43
ASPHALT SPREADER	$22.67	$8.72
BACKHOE/TRACKHOE (Douglas County)	$23.82	$6.00
BOBCAT/SKID LOADER	$18.81**	$4.28
BOOM	$22.67	$8.72
BROOM/SWEEPER (Denver County)	$22.47	$8.72
BROOM/SWEEPER (Douglas County)	$22.96	$8.22
BULLDOZER	$26.90	$5.59
CONCRETE PUMP	$21.60	$5.21
Drill (Denver County)	$20.48	$4.71
Drill (Douglas County)	$20.71	$2.66
FORKLIFT	$18.81**	$4.68
GRADER/BLADE (Denver County)	$22.67	$8.72
GUARDRAIL/POST DRIVER	$18.81**	$4.41
LOADER (Front End) (Douglas County)	$21.67	$8.22
MECHANIC (Denver County)	$22.89	$8.72
MECHANIC (Douglas County)	$23.88	$8.22
OILER (Denver County)	$23.73	$8.41
OILER (Douglas County)	$24.90	$7.67
ROLLER/COMPACTOR (Dirt and Grade Compaction) (Denver County)	$20.30	$5.51
ROLLER/COMPACTOR (Dirt and Grade Compaction) (Douglas County)	$22.78	$4.86
ROTOMILL	$18.81**	$4.41
SCREED (Denver County)	$22.67	$8.38
SCREED (Douglas County)	$29.99	$1.40
TRACTOR	$18.81	$2.95

TRAFFIC SIGNALIZATION	RATES	FRINGES
GROUNDSMAN (Denver County)	$18.81	$3.41
GRONDSMAN (Douglas County)	$18.67	$7.17

TRUCK DRIVER	RATES	FRINGES
DISTRIBUTOR (Denver County)	$19.12	$5.82
DISTRIBUTOR (Douglas County)	$16.98**	$5.27
DUMP TRUCK (Denver County)	$18.81	$5.27
DUMP TRUCK (Douglas County)	$16.39	$5.27
LOWBOY TRUCK	$18.81	$5.27
MECHANIC	$26.48	$3.50

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

MULTI-PURPSE SPECIALITY & HOISTING TRUCK (Denver County)	$18.81	$3.17
MUTLI-PURPOSE SPECIALITY & HOISTING TRUCK (Douglas County)	$20.05	$2.88
PICK UP AND PILOT CAR (Denver County)	$18.81**	$3.77
PICK UP AND PILOT CAR (Douglas County)	$16.43**	$3.68
SEMI/TRAILER TRUCK	$18.91	$4.13
TRUCK MOUNTED ATTENUATOR	$18.81	$3.22
WATER TRUCK (Denver County)	$26.27	$5.27
WATER TRUCK (Douglas County)	$19.46	$2.58

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

Docusign Envelope ID: 03A921B9-050A-496B-ADA8-7F33EF215FCF

Office of the Prevailing Wage Administrator for Supplemental Rates

Specific to Denver projects: Revision Date 01-06-2025

Classification		Base	Fringe
Guard Rail Installer		$18.81	$3.20
Highway Parking Lot Striping: Painter		$18.81	$3.21
Laborer	Removal of Asbestos	$21.03	$8.55
Laborer (Landscape & Irrigation)		$18.81	$3.16
Line Construction	Lineman, Gas Fitter/Welder	$36.88	$9.55
	Line Eq Operator/Line Truck Crew	$25.74	$8.09
Millwright		$28.00	$10.00
Pipefitter		$30.45	$12.85
Plumber		$30.19	$13.55
Power Equipment Operator (Tunnels Above and Below Ground, shafts and raises):	Group 1	$25.12	$10.81
	Group 2	$25.47	$10.85
	Group 3	$25.57	$10.86
	Group 4	$25.82	$10.88
	Group 5	$25.97	$10.90
	Group 6	$26.12	$10.91
	Group 7	$26.37	$10.94
Power Equipment Operator	Group 1	$22.97	$10.60
	Group 2	$23.32	$10.63
	Group 3	$23.67	$10.67
	Group 4	$23.82	$10.68
	Group 5	$23.97	$10.70
	Group 6	$24.12	$10.71
	Group 7	$24.88	$10.79
Truck Driver	Group 1	$18.81	$10.00
	Group 2	$19.14	$10.07
	Group 3	$19.48	$10.11
	Group 4	$20.01	$10.16
	Group 5	$20.66	$10.23
	Group 6	$21.46	$10.31
Truck Driver: Truck Mounted Attenuator		$18.81	$3.22

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