

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

CONTRACT NO. 201736386

2017 Integrated Demolition Services

CONTRACT

THIS CONTRACT (“Contract” or “Agreement”) is made and entered into between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **SAUNDERS CONSTRUCTION, LLC**, a Colorado limited liability company [with its principal place of business located at/ doing business at] 86 Inverness Place North, Englewood, Colorado 80112 (the "**Contractor**").

1. The City has identified a need to retain a highly qualified contractor to manage, perform, or cause to be performed and delivered to the City, as authorized by the Executive Director of Public Works, selected facility demolition, abatement, and site remediation work on behalf of the Department of Public Works to support the National Western Center Campus Program, the Platte to Park Hill Project and the North Denver Cornerstone Collaborative.

2. The Integrated Demolition Services Project may include, without limitation, the following scopes of work: management services (prior to, during and after demolition); permit(s) acquisition; building demolition; asbestos abatement; lead-based or lead-containing paint abatement; pre-demolition removal and properly documented disposal of regulated building materials; pre-demolition removal and properly documented disposal of hazardous and regulated wastes; pre-demolition salvage of reusable, non-hazardous building materials; building site security and snow removal (as appropriate); cutting, removal, and capping of building site utilities to the building parcel perimeter; site stabilization; site-specific soil remediation; and erosion control.

3. In accordance with Section 20-56 of the Denver Revised Municipal Code, the City advertised a RFQ and issued a RFP on June 9, 2017, for integrated demolition services. Proposals were received by the Executive Director of Public Works, who recommended that a contract for the Integrated Demolition Services Project be made and entered into with the Contractor who was the selected proposer.

4. The Parties desire to enter into an agreement for the performance of all services and work necessary to satisfactorily complete the Project, in accordance with the terms and conditions of this Contract and all incorporated Contract Documents.

5. The Contractor represents that it is qualified to perform the services and work necessary to satisfactorily complete the Project and is ready, willing and able to perform all Project services and work in accordance with the terms and conditions of this Contract and in accordance with the Contract Documents.

6. The Contractor has agreed to perform and provide personnel for all services required to administer and implement the Project on behalf of the Department of Public Works and

perform all Work, on a Work Order basis in accordance with the terms and conditions of this Contract and the Contract 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 DEFINITIONS

1.1 Integrated Demolition Services Project - General. The City anticipates the need to demolish and abate a wide variety of facilities and properties including single family homes, small commercial buildings, large steel structures, metal warehouses and complex reinforced concrete frame/CMU reinforced wall structures in support of the National Western Center Campus Program, the Platte to Park Hill Project and the North Denver Cornerstone Collaborative Program. In addition, the City requires property management services to secure and maintain properties before and while demolition and abatement work is permitted and performed (the “**Integrated Demolition Services Project**” or “**Project**”).

The Project includes comprehensive project management, property management, demolition services and abatement services as well as all work necessary to provide the City with a turn-key Project managed on a daily basis by one designated Public Works employee. The Contractor will be responsible for coordinating the delivery of all services and work orders in a manner that will minimize costs and disruption while meeting Project delivery deadlines without interfering with other work on the site. All work to be done under this Contract has been divided into two categories:

1. Project and Property Management; and
2. Demolition and Abatement

All work will be authorized by work order. Each work order will either be a Project and Property Management Work Order or a Demolition and Abatement Work Order. The two types of work orders have unique requirements related to procurement, pricing and payment. The City reserves the right to add, delete or modify the list of anticipated facilities to be demolish and/or abated. In addition, the City may in its sole discretion decide to procure and perform demolition and abatement work using alternative methods.

1.2 Project and Property Management Work. “**Project and Property Management**” or “**Project Management**” includes the following work:

Project Management Services:
Facility Scope Assessments
Site Scope Assessments
Project Management
Safety Management
Quality Management
Cost Estimation
Value Engineering
Scheduling
Procurement and Bidding
Close-Out
Property Management Services:

Boarding-up
Site Security
Fencing
Snow Removal
Dust Control

1.2.1 Pricing Project and Property Management. Will be paid pursuant to fully burdened hourly rates set forth in paragraph 7.1.

1.3 Demolition and Abatement Work. “**Demolition and Abatement Work**” is the work required to demolish and abate structures and parcels as authorized by a Demolition and Abatement work order in full compliance with all applicable environmental, health and safety requirements. Demolition and Abatement Work includes, even if not explicitly stated in the work order, full compliance with all applicable Material Management Plans, conditioning, sorting, and stockpiling of reusable materials, disposal of contaminated materials at approved off-campus landfills in compliance with Executive Order 115 and compliance with the Denver Total Demolition guide.

1.3.1 Direct Cost of the Work. The “**Direct Cost of the Work**” or “**Direct Cost**” is the total of accepted bids for all materials, supplies, equipment and labor necessary to perform requested demolition, abatement, site remediation, trucking, waste disposal, utility company disconnect or removal (power, gas, water, storm, sewer) and related demolition and abatement work. The Direct Cost of the Work is only relevant to Demolition and Abatement Work Orders.

1.3.2 Contractor’s Management Fee. “**Contractor’s Management Fee**” or “**Fixed Fee**” is the fixed percentage applied to the Direct Cost only. It is the percentage proposed by the Contractor in their Proposal submitted in response to the RFP for this Integrated Demolition Services Contract. Contractor’s Fixed Fee covers all home office overhead including but not limited to all home office accounting staff, contracts/legal staff, administrative support, executives, home office rent, lease, mortgage, expenses, utility costs, supplies. In addition, Contractor’s Fixed Fee includes all Contractor profit. Contractor’s Fixed Fee is 3.5% of the Direct Cost of the Work. Contractor’s Fixed Fee is only relevant to Demolition and Abatement Work Orders.

No Fee shall be applied to self-performed Project Management services, self-performed Direct Costs, or General Conditions costs.

1.3.3 Contractor’s General Conditions Costs or “**General Conditions**” are the following costs incurred by the Contractor that are only relevant to Demolition and Abatement Work Orders:

- Field Supervisory Staff. Field Supervisory are the Superintendent, Office Engineer, Field Engineer and Clerk.
- Field staff vehicles and cell phone expenses.
- The actual cost of taxes, bonds, insurance and permits.
- The actual cost of temporary site conditions, site office, toilets, progress photos and temporary utility consumption (electricity, water, sewer, telephone, data, etc.).

- The actual cost of temporary utility hookups (electricity, water, sewer, telephone, data, etc.).
- Actual cost of: SWPPP measures, site office, street cleaning, site roll off pad, traffic control, signage, temporary toilets, progress photos, dumpsters, safety expenses, small expendable tools and other supplies.

1.4 Work Order Maximum. Each work order will include a “**Work Order Maximum.**”

The Work Order Maximum for Project and Property Management Work Orders will be a negotiated not to exceed amount calculated using negotiated estimates of hours and units required to complete the work at the hourly and unit rates proposed by Contractor and attached as **Exhibit R**. Project and Property Management Work Orders may include a negotiated amount for additional related work that will be subject to the Work Order Maximum”.

The Work Order Maximum for Demolition and Abatement Work Orders will be a not to exceed amount determined by applying the following formula:

$$\text{Direct Cost} + \text{Contractor's Fixed Fee} + \text{General Conditions} = \text{Not to Exceed Maximum}$$

Contractor’s total compensation for completing all work required by a Work Order will not exceed the Work Order Maximum unless the Work Order Maximum is adjusted by Change Order.

1.5 Project Manager. The City’s Department of Public Works will designate a City Project Manager as the single point of contact for this Agreement. The Contractor shall plan, staff and coordinate its activities so that the Project can be effectively managed by the City Project Manager.

1.6 Executive Director. The terms “Executive Director of Public Works,” “Executive Director”, “Manager of Public Works” and “Manager” are interchangeable and shall have the same meaning.

2.0 PROJECT SERVICES

2.1 Project and Property Management Services. The following services are part of all Project and Property Management Work Orders unless explicitly excluded:

2.1.1 Project Administration. The Contractor will provide overall Project administration service necessary or required to complete the Project. This includes all management, contract administration, subcontractor coordination, quality assurance, meeting schedules. The Contractor shall implement and maintain a project controls system with full access to the project information by all project stake holders. The Contractor shall also be responsible for the close-out process on all work orders. The Contractor will be responsible for providing quality control and quality assurance (QC/QA) on all work orders pursuant to the Contractor’s written Project QC/QA Plan approved by the Project Manager. The Contractor will prepare and submit to the Project Manager for approval a Project Safety Plan.

This administration includes regular meetings with the City to communicate progress with these requirements, budget, schedule and issues updates and periodic reports as may be reasonably requested by the City for the Project.

2.1.2 Management. For each funded and authorized Work Order, the Contractor shall manage, at risk, the Work from receipt and acceptance of a Work Order to final completion and acceptance of the Work by the City. The Contractor will provide all management services required to satisfactorily complete each Work Order including subcontractor management and subcontract administration and oversight.

2.1.3 Project Closeout. The Contractor shall submit a Closeout plan at the beginning of the Project for City review and acceptance. The Plan will detail the methodology by which each Work Order and the overall Project closeout requirements will be met as well as how warranty issues (if applicable) will be addressed, all in accordance with 2011 Yellow Book General Conditions.

2.1.4 Demolition Plan(s). The Contractor will submit a Demolition Plan for each Work Order describing its plan for taking down each structure, identification of other components (sidewalks, paving, etc.) to be removed, remediating any soil contamination on the building site as identified in the approved Materials Management Plan and environmental characterization documents, removing and recycling or disposing of regulated solid and /or hazardous wastes, the measures taken to stabilize the site and a description of the conditions in which the site will be left, and the site-specific safety and environmental mitigation measures. The Demolition Plan shall include the actions required to complete the applicable demolition scope.

2.1.5 Disruption Mitigation Plan. If requested by the City, the Contractor will provide a Disruption Mitigation Plan as part of the Demolition Plan outlining specific methods to be implemented to minimize the disruption caused by a Work Order during the demolition process. If accepted by the City, the Plan will be incorporated into the Work Order and complied with by all Subcontractors during demolition.

2.1.6 Administration – M/WBE Compliance Plan and Prevailing Wage. Contractor shall ensure compliance with the M/WBE Compliance Plan attached as **Exhibit O** and all requirements of the M/WBE program. In addition, Contractor shall ensure compliance with the requirements of the City’s Prevailing Wage ordinance and program.

2.1.7 Claims Mitigation. The Contractor shall provide an approved process detailing the procedures the Contractor shall use to ensure that claims are minimized. In the event of claims against the Project or any Work Order, the Contractor shall provide all management services, assistance and support required by the City in defending claims for additional compensation or claims relating to the errors and omission by the Contractor, without additional compensation. In addition, the Contractor shall analyze and evaluate the merits of all claims submitted by any of its subcontractors at any level, so that the Contractor does not submit meritless or un-reviewed claims for additional time or compensation of any kind to the City. Each such subcontractor claim, if any, submitted to the City by the Contractor shall be accompanied by the Contractor’s analysis, evaluation, and certification, of its merits.

2.1.8 Meetings and Reports. At a minimum, a weekly progress meeting will be held at the Project level between the Contractor and the City. Meeting minutes and agendas

will be issued for each meeting held by the Contractor prior to the following meeting. Regular reviews and site visits of Work underway will also occur. Monthly status reports will be included with pay application submittals to show progress against applicable Master Program Schedules (maintained by the City), Project Budget, M/WBE Compliance Plan, percent complete, and budget performance. As and when directed by the City, the Contractor shall also provide, at no additional charge to the City, regular reports to the City's designated Project Manager on the progress of work of each Work Order for which such progress reporting is required, in the form and including the information directed by the City.

2.1.9 Project and Property Management Staffing. The Contractor will establish a core team of management staff who will not be replaced without prior approval from the City. It is required that the core team is staffed appropriately to deliver the Project with City's single Project Manager. Key Personnel are listed in **Exhibit B**. The Key Personnel will direct the day-to-day activities of the Work and provide regular communication with the City in terms of progress towards its completion.

2.1.10 Key Personnel – General Requirements.

2.1.10.1 All Key Personnel identified in **Exhibit B** will be assigned by the Contractor to provide services under this Contract.

2.1.10.2 The Contractor shall submit to the Project Manager a list of any additional key personnel who will perform work under this Agreement within thirty (30) days after this Agreement has been executed, together with complete resumes and other information describing their ability to perform the tasks assigned.

2.1.10.3 Such additional Key Personnel must be recommended by the Contractor and approved by the City Project Manager before they are assigned to perform work or services under this Contract. It is the intent of the parties hereto that all Key Personnel be engaged to perform their specialty for all such services required by this Contract and that the Contractor's Key Personnel be retained for the life of this Contract to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.

2.1.10.4 If the Contractor decides to replace any of its Key Personnel, the Contractor shall notify the Project Manager in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Contractor and approved in writing by the Project Manager. The Project Manager's approval shall not be unreasonably withheld.

2.1.11 Key Personnel – Specific Positions. The Key Personnel will consist of, at a minimum, the following personnel:

2.1.11.1 Contractor Project Manager. Contractor shall designate a Contractor Project Manager ("CPM") responsible for the overall direction and management of the Project and all cost, schedule control, and procurement of the individual Work Orders assigned by the City. The CPM will act as a single point of contact for the City in all matters related to the Project. All field supervision staff for each individual Work Order will report to the CPM. The CPM is responsible for, among other duties: payments to subcontractors and managing the M/WBE program to ensure that the M/WBE Compliance Plan is implemented and followed; project records, files, correspondence, and submittals issued by subcontractors; tracking submittals, such as prevailing wage reports; ensuring compliance for all records

retention, reporting, and audit issues; and maintaining the permit logs for each Work Order and final quality documentation.

2.1.11.2 Project Health and Safety Manager. Expected to be a part-time position, the Contractor's Project Health and Safety Manager is responsible for Project wide safety and safety audits for each Work Order, including safety oversight of all field demolition activities.

2.1.11.3 Project Quality Manager. Expected to be a part-time position, the Contractor's Project Quality Manager is responsible for implementing the quality assurance and control requirements of the Project QA/QC Plan and overseeing and managing quality control for all Work Orders.

2.1.11.4 Field Supervision. A Work Order-Specific Field Supervisor (Superintendent) will be assigned to each Work Order and will be responsible for the day-to-day field administration of the Work.

2.2 Demolition and Abatement Work. Contractor will perform all work required to demolish and abate structures and parcels as authorized by a Demolition and Abatement work order in full compliance with all applicable environmental, health and safety requirements. Demolition and Abatement Work includes, even if not explicitly stated in the work order, full compliance with all applicable Material Management Plans, conditioning, sorting, and stockpiling of reusable materials, disposal of contaminated materials at approved off-campus landfills in compliance with Executive Order 115 and compliance with the Denver Total Demolition guide.

3.0 INTEGRATED DEMOLITION PROJECT DELIVERY

3.1 Work Order Pricing Request. The City will issue to the Contractor a Work Order Proposal Requests in the form attached as **Exhibit C1 and C2**. Each Proposal Request will be for either Project and Property Management Work or Demolition and Abatement work. Work Order Proposal Requests will identify the needed scope of work and applicable schedule requirements. Proposal Requests for Demolition and Abatement Work will identify the performance period, any liquidated damage requirements, and other specific terms and conditions. Each Request will result in a final Work Order Pricing Proposal from the Contractor incorporating the City's request.

3.2 Work Order Procurement and Pricing Proposal.

3.2.1 Project and Property Management Work Orders. Upon receipt of a Work Order Pricing request for Project and Property Management Work, Contractor will expeditiously prepare a Work Order Pricing Proposal with estimated hours and units required to complete the requested work using the hourly rates and unit prices rates proposed by Contractor and attached as **Exhibit A**.

3.2.2 Demolition and Abatement Work Orders. Upon receipt of a Work Order Pricing request for Demolition and Abatement Work, Contractor will expeditiously advertise the demolition scope and obtain a minimum of three sealed, date stamped competitive bids for all work necessary to complete the scope unless otherwise agreed to in writing by the City. Contractor will advertise all demolition work in accordance with industry standards. In

addition, Contractor shall provide City with all notices of invitations to bid a minimum of three days before the advertisement date for approval and so that invitations may be posted on the City's website. Contractor, in consultation with the City Project Manager will determine how to package bids to achieve Project objectives. City and Contractor will agree on a specific schedule of values format for work order hard bid proposals. Contractor may submit a sealed bid to self-perform work which will be counted as one of the three required competitive bids. Contractor's self-performed bids shall be submitted to the City Project Manager 24 hours in advance of the receipt of subcontractor hard bids for the same scope. All bids will be opened in the presence of the City Project Manager to ensure selection of the lowest responsive responsible bidder based on qualifications and responsiveness. The City may reject any subcontractor if, in its sole discretion, the City determines the subcontractor is not qualified, is not responsible, for any reason listed in General Condition 502 or that it is not in the City's best interest to have the subcontractor perform the proposed work. In the event that the City decides in its sole discretion after bids are opened to move forward with a facility demolition, a Work Order will be executed with a Work Order Maximum, completion deadlines and details of the Work. Each demolition Work Order will be based on a schedule of values to measure progress and establish payment for the Work during a particular pay period.

3.3 Work Order Review and Execution.

3.3.1 Work Order Review. The City will review the Contractor's final Work Order Pricing Proposal and, as necessary, perform any reconciliation, confirmation, verification and negotiation activities with the Contractor required by the City to establish a complete understanding between the City and the Contractor as to the terms of Work Order performance. Such activities shall be documented for each Work Order. If the Proposal is ultimately acceptable to the City, the City will issue a Work Order, on either a Project and Property Management Work Order in the form attached as **Exhibit D**, or a Demolition and Abatement Work Order in the form attached as **Exhibit D** funding and authorizing the Contractor to perform the Work in accordance with the terms and conditions of the Work Order, the Work Order Pricing Proposal, this Contract and the Contract Documents.

3.3.2 Work Order Execution. The fully executed Work Order will authorize the Work under the terms and conditions set forth therein, upon the appropriation and encumbrance of the full amount of funds required to compensate the Contractor for the Work identified in the Work Order. Under the Work Order, the Contractor shall agree to and shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete all of the Work described in any Work Order issued by the City in accordance with the terms and conditions set forth herein. Further, the Contractor agrees to perform, or cause to be performed, and complete each issued Work Order within the period of performance specified in the Work Order and Notice to Proceed, plus such extensions of time as may be granted by the Executive Director in accordance with the provisions of the Contract Documents and General Contract Conditions incorporated herein.

3.3.3 Notice to Proceed. Following issuance of a Work Order, the Project Manager shall issue a Work Order Notice to Proceed for the Work and the Contractor shall have ten (10) consecutive calendar days from the date of Notice to Proceed to commence with the Work and prosecute it to conclusion in accordance with the terms and conditions of the Work Order and the Contract Documents. Each Work Order Notice to Proceed issued will be in the form attached hereto and incorporated herein as **Exhibit H**.

3.4 Work Order - General. The Contractor will complete, or cause to be completed, the Work Order work in accordance with the terms and conditions of the Work Order. Demolition services shall be performed by licensed contractors prequalified by the City in the category set by the Project Manager, selected and paid by the Contractor and acting in the interest of the Contractor.

3.4.1 Application of General Conditions to Each Work Order. The City and County of Denver Standard Specifications for Construction General Contract Conditions, 2011 Edition (General Conditions) shall apply to this Contract as if incorporated separately for the Work of each Work Order issued hereunder as modified by the terms of this Contract and as supplemented by the following: Given that all Work will be authorized by Work Order issued in accordance with the terms and conditions set forth herein, certain provisions, terms and conditions included in the General Contract Conditions either will not apply or will apply on a Work Order by Work Order basis rather than an overall Contract basis. Any variance to the applicability of the General Conditions shall be requested by the Contractor for approval by the City Project Manager.

3.4.1.1 Work. The term “Work”, as used in the Contract Documents shall mean the Contractor’s equipment and physical plant, labor, management, administration, supervision, materials and supplies, and all other things needed to assemble, manufacture, complete or perform any Work Order issued pursuant to the Contract Documents. Unless otherwise specified or clearly inapplicable from the context of a given provision, each and every General Contract Condition contained or referenced in the Contract Documents shall apply to and control all Work performed hereunder on a Work Order by Work Order basis.

3.4.2 Performance and Payment Bond. Title 15 of the General Contract Conditions shall generally apply to this Contract as supplemented by the following:

A Performance and Payment Bond, on the form and including the terms required by the City as included in these Contract Documents, shall be furnished covering all Work Orders performed hereunder. An initial bond in the amount of Five Hundred Thousand Dollars shall be provided at time of Contract Execution. In the event the dollar amount of Work to be performed exceeds this amount on any given Work Order, the Contractor shall provide properly executed bond Change Riders, also on the City’s form included in these Contract Documents, in the amount(s) of any additional Work Orders issued hereunder.

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

3.4.3.1 General Conditions. Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-”VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall

reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

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

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

3.4.3.5 Subcontractors. All subcontractors (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor unless the City's Risk Manager waives the requirement for specific coverage for a specific subcontractor in writing. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors upon request by the City.

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

represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

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

3.4.3.8 Business Automobile Liability. Contractor shall maintain 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.

3.4.3.9 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.

3.4.3. 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 clean up costs. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

3.4.3.11 Additional Provisions.

3.4.3.11.1 For Commercial General Liability, the policies must provide the following:

3.4.3.11.1.1 That this Agreement is an Insured Contract under the policy;

3.4.3.11.1.2 Defense costs are outside the limits of liability;

3.4.3.11.1.3 A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and

3.4.3.11.1.4 A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

3.4.3.11.2 For claims-made coverage:

3.4.3.11.2.1 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.

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

3.4.4 Liquidated Damages. Title 6 of the General Conditions shall apply to each Work Order, as supplemented by the following:

3.4.4.1 The Contract Time, as that term is defined under the General Conditions, shall be separately set out in each Work Order. Should the Contractor fail to complete all Work within the Contract Time allocated under that Work Order, the Contractor shall become liable to the City and County of Denver for liquidated damages on that Work Order, and not as a penalty, at the rate of **FIVE HUNDRED DOLLARS AND ZERO CENTS (\$500.00)** for each Day that the Contractor exceeds the time limits specified in each Work Order, all in accordance with provisions of General Contract Condition 602, **LIQUIDATED DAMAGES; ADMINISTRATIVE COSTS; ACTUAL DAMAGES**, unless a greater or lesser amount is provided for in the authorized Work Order.

3.4.4.2 Representative hourly rates for the City administrative costs described in General Contract Condition 602.2 shall be as follows for this Project:

Project Manager	\$69/hour
Project Engineer	\$63/hour
Inspector	\$49/hour
Surveying, if necessary	\$100/hour

3.4.5 Subcontracts. Title 5 of the General Conditions shall generally apply to this Contract as supplemented by the following:

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**.

3.4.6 Work Order Changes. Title 11 of the General Contract Conditions shall apply to this Contract, on a Work Order by Work Order basis, as supplemented by the following:

3.4.6.1 In accordance with the terms and conditions of Title 11 of the General Contract Conditions, as modified below, the City may issue Work Order Changes providing for deletions, additions and modifications to the Work under a duly issued Work Order. Work Order Changes must be issued on the Work Order Change Form attached as **Exhibit I**. When applicable hourly rates or unit prices exist, Change Orders to Project and Property Management Work Orders will be priced using the unit prices and hourly rates in **Exhibit A**. Demolition and Abatement Work Order Changes will be priced using the same

method used for Demolition and Abatement Work Orders. The procurement requirements for Demolition and Abatement Work Orders will not apply to Demolition and Abatement Work Order Changes. The Contractor and Project Manager will agree on the extent to which Contractor will be required to obtain bids for Demolition and Abatement Work Order Changes. All Work Order Changes will include a not to exceed maximum amount.

3.4.6.2 The Work Order Change will identify any increase or decrease in the cost, change in the period of performance and any other modifications to the performance requirements for that particular Work Order.

3.4.7 Substantial Completion. When the Contractor considers the Work to be substantially complete he will request that the City inspect the work and a punch list will be developed. Upon completion of the inspection, if the Project Manager determines the Work Order complete, a Certificate of Substantial Completion, in the form attached hereto as **Exhibit J**, will be issued by the City.

3.4.8 Final Completion. Upon satisfactory completion and final acceptance of each Work Order in accordance with this Contract and the General Conditions, a Work Order Final Acceptance Notice will be issued, in the form attached hereto as **Exhibit K**. Final payment for the Work Order, including payment of all related retention, will be made in accordance with the Contract Documents. A Consent of Surety and a completed Work Order Final Receipt, in the form attached hereto as **Exhibit L**, must be submitted at or before the time final payment is made.

3.4.9 Multiple Work Orders. It is anticipated that multiple Work Orders will be issued and underway at the same time and the Contractor will not be entitled to any additional compensation for performance on multiple Work Orders at the same time.

3.4.10 No Guarantee of Work. Under the terms of this Contract, the City, in its sole discretion, will issue Work Orders and nothing contained herein shall be construed by the Contractor as promise or guarantee of any minimum amount of Work, Work Orders or compensation hereunder.

4.0 CONTRACT DOCUMENTS: It is agreed by the parties hereto that the following list of instruments, drawings and documents which are attached hereto, bound herewith or incorporated herein by reference constitute and shall be referred to as the “Contract Documents” and all of said instruments, drawings and documents taken together as a whole constitute the Contract and Agreement between the parties hereto, and they are as fully a part of this Contract and Agreement as if they were set out verbatim and in full herein. This Contract, the Contract Documents and all subsequently issued Work Orders 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.

General Contract Conditions (incorporated by reference, Index attached)

Advertisement for Contractor's Request for Qualifications dated May 5, 2017
(incorporated herein by reference)

Request for Proposal dated June 9, 2017 (incorporated herein by reference)

Contractor's Request for Qualifications Response dated May 24, 2017

Contractor's Request for Proposal Response dated June 27, 2017 (incorporated herein
by reference)

Exhibit A – Type 1 and Type 2 Work Order Rate Sheet

Exhibit B – List of Key Personnel

Exhibit C – Work Order Proposal Request Form

Exhibit D – Work Order Form and Work Order Pricing Forms

Exhibit E - Performance and Payment Bond

Exhibit F – Bond Rider

Exhibit G – Certificate of Insurance

Exhibit H – Work Order Notice to Proceed

Exhibit I – Work Order Change Form

Exhibit J - Work Order Substantial Completion Notice Form

Exhibit K – Work Order Final Acceptance Notice Form

Exhibit L –Work Order Final Receipt (Certificate of Release)

Exhibit M – Final/Partial Lien Release Form

Exhibit N – Contractor's Certificate of Payment Form

Exhibit O – Accepted M/WBE Program Compliance Plan

Exhibit P – Rules and Regulations Regarding Equal Opportunity

Exhibit Q – Environmental Requirements

Exhibit R – Integrated Demolition Fee Structure

Exhibit S – Prevailing Wage Rates

4.1 Order of Precedence. If anything in the Contract Documents is inconsistent with this Contract, this Contract will govern. The order of precedence of the Contract Documents shall be as follows, in descending order:

1. this Contract;

2. each fully executed Work Order;
3. the General Contract Conditions;
4. all other Exhibits.

4.2 Intent and Integrated Demolition Services. 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 each Work Order. The Work Order and 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 Work Order or Contract Documents will be required unless they are not consistent with the Work Order or Contract Documents and are not inferable from the Work Order or the Contract Documents as being necessary to produce the result intended by the Work Order. Words and abbreviations that have well known technical or trade meanings are used in any Work Order or the Contract Documents in accordance with such recognized meaning.

4.3 Work Orders. It is contemplated by the parties that sequential Work Orders with attachments are incorporated by reference and made a part of the Contract Documents. The incorporation of such Work Orders shall be accomplished by execution and issuance of each Work Order by the City and accepted by the Contractor.

4.4 References. Where reference is made in this 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.

4.5 Specifications. All Work performed under the terms of this Contract shall be governed by the applicable provisions of the following latest editions:

City and County of Denver:

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

Transportation Standards and Details for the Engineering Division
City and County of Denver Traffic Standard Drawings

Wastewater Management Division

Standard Detail Drawings

Public Works Wastewater Capital Projects Management Standard Construction Specifications

Colorado Department of Transportation:

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

Federal Highway Administration:

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

Building & Fire Codes:

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

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

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

http://www.denvergov.org/dpw_contract_admin/ContractAdministration/ContractorReferenceDocuments/tabid/440535/Default.aspx. *Transportation Standards and Details for the Engineering Division* and the Wastewater Management Division – *Standard Detail Drawings*, are available at <http://www.denvergov.org>.

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

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

4.6 Amendments to Certain General Contract Conditions. The following amendments to the General Contract Conditions (“Yellow Book”) shall apply to this Contract. This Contract also contains other provisions amending certain General Contract Conditions.

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

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

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

Denver Department of Public Works / Engineering Division,

Project Manager

Telephone

Stephanie Reed

720-913-8818

4.6.3 Payments to Contractor: Work Order requests for payment shall be submitted as monthly invoices to the City Project Manager. Contractor further agrees that, to the fullest extent possible, the City shall be entitled to all non-Confidential records, reports, data and other information related to the Project that are available to Contractor, including, but not limited to, information related to Contractor and subcontractor billings. Applications for payment shall be based on the Contract unit prices, hourly rates or the approved schedule of values described in GC 903.1.

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

<u>Agency/Firm</u>	<u>Name</u>	<u>Telephone</u>
Public Works/Engineering Division	David Relaford	720-913-8531

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

4.6.3.1 The estimate of Work completed shall be based on hourly rates, unit prices or the approved schedule of values, as applicable.

4.6.3.2 Each Application for Payment shall include each and every independent subcontractor’s payroll information including pay dates and pay amounts.

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

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

4.6.4 Inspection. General Condition 1701, CONSTRUCTION INSPECTION BY THE CITY, is modified to read in full as follows:

.1 Persons who are employees of the City or who are under contract to the City will have the right to inspect and test the Work. However, any inspections by the City will not reduce or replace Contractor’s QA/QC responsibilities under this Agreement. These persons may perform any tests and observe the Work to determine whether or not materials used, manufacturing, and processes and methods applied satisfy the requirements of the specifications, accepted Shop Drawings, Product Data and Samples, and the Contractor's warranties and guarantees. The Contractor shall permit these inspectors unlimited access to the Work at no cost to the City means of safe access to the Work. In addition, 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 Contractor of any of its quality control responsibilities or any other obligations under the Contract. All inspections and all tests conducted by the City are for the convenience and benefit of the City. These inspections and tests do not constitute acceptance of the materials or Work tested or inspected, and the City may reject or accept any Work or materials at any time prior to the inspections pursuant to G.C. 2002, whether or not previous inspections or tests were conducted by the inspector or a City representative.

.2 If applicable, the Building Inspection Division will perform building code compliance inspections for structures designed for human occupancy. It is the 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 Contractor shall immediately notify the Project Manager and confirm such notification with formal correspondence no later than forty-eight (48) hours after the occurrence.

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

4.6.5 Disposal of Non-Hazardous Waste at DADS. In accordance with the Landfill Agreement made between the City and Waste Management of Colorado, Inc., the Contractor will be required to haul dedicated loads (non-hazardous entire loads of waste) to the Denver-Arapahoe Disposal Site ("DADS") for disposal. DADS is located at Highway 30 and Hampden Avenue in Arapahoe County, Colorado. The City will pay all fees associated with such disposal but the Contractor 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. §25-15-101(6), as amended from time to time, and includes demolition debris, soil and asbestos. Contractor shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

4.6.6 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.

4.6.7 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 Contract.

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

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

4.6.9 Greenprint Denver Requirements. In accordance with the City and County of Denver Executive Order 123: Greenprint Denver Office and Sustainability Policy, as amended, Contractor shall adhere to sections of Executive Order 123 pertinent to the construction of the built environment. This includes but is not limited to: all construction, renovation, and demolition of buildings shall follow instructions and memorandum for high performance buildings; horizontal projects shall include the use of fly ash concrete and recycled aggregate where possible; and, all projects shall recycle construction and demolition waste, and install materials that contain recycled content whenever possible using the U.S. Green Building Council Leadership in Energy and Environmental Design (LEED) as guidance. Non-hazardous solid waste that is eligible for reuse or recycling is not subject to the DADS disposal requirement defined in SC-12.

A completed “Greenprint Denver Closeout Form for Construction Projects” shall be delivered to the Project Manager as a submittal requirement of Final Acceptance.

<http://www.denvergov.org/constructioncontracts/Home/ContractorResources/tabid/44315/4/Default.aspx>

4.6.10 Compliance with Environmental Requirements. It shall be a continuing requirement under this Contract that Contractor ensure that all services and work performed pursuant to this agreement be performed in full compliance with all environmental laws, regulations and requirements including but not limited to those identified in **Exhibit Q**.

5.0 RELATIONSHIP OF THE PARTIES; REPRESENTATIVES

5.1 Intent. The parties intend herein to establish a relationship wherein the City relies upon the integrity and fidelity of the Contractor to complete each Work Order within the time and budget constraints set forth in this 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.

5.2 Contractor’s Duties. The Contractor accepts the relationship of trust and confidence established by this 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 each Work Order; 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, management and superintendence and to use its best efforts to complete the Work of each Work Order in an expeditious and economical manner, consistent with the interests of the City.

5.3 City Representatives. 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.

6.0 COORDINATION AND COOPERATION

6.1 The Contractor agrees to cooperate and coordinate fully with the City in its performance of the Work on each Work Order 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 development of general public improvements.

6.2 The Contractor shall, as a continuing work item under this Contract, facilitate coordination, communication and cooperation regarding its performance hereunder between the City's Department of Public Works ("Public Works"), the Project Manager, the User Agency, other City consultants and any affiliated entities. In addition, the Contractor shall coordinate its efforts under this Contract with all involved governmental and regulatory entities.

6.3 The Contractor shall be responsible for taking accurate and comprehensive minutes at all Project meetings attended by the Contractor regarding each Work Order. 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.

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

7.0 COMPENSATION

7.1 **Compensation – Project and Property Management Work.** Contractor will be paid for hours worked at the hourly rates set forth in **Exhibit R** for Project Management Services for work authorized by executed Work Order. Contractor will be paid at the unit rates set forth in **Exhibit R** for Property Management Services for work authorized by executed Work Order. Project and Property Management Work Orders may include a negotiated amount for additional related work.

7.2 **Compensation – Demolition and Abatement Work.** Contractor will be paid based upon the percentage of work completed using an approved schedule of values and subject to the Work Order Maximum.

7.3 **Work Order Maximum.** Contractor's total compensation for completing all work required by a Work Order will not exceed the Work Order Maximum unless the Work Order Maximum is adjusted by a properly executed Change Order.

7.4 **Project Savings.** In the event that the final cost of any Work Order, including all adjustments for Work Order changes, is less than the amount budgeted for that Work Order, one hundred percent (100%) of the savings shall inure to the benefit of the City. The Contractor acknowledges that, subject to available funding, it is the desire of the City to incorporate as much

demolition work into the Project as reasonable or otherwise increase the Work to be performed by the Contractor.

7.5 Maximum Contract Amount. Notwithstanding any other provision of this Contract, the City's maximum payment obligation as a result of this Contract will not exceed **Eighteen Million Dollars and Zero Cents (\$18,000,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed and any services performed beyond those properly authorized by execute Work Order are performed at Contractor's risk and without authorization under the Agreement.

7.6 Appropriation. The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

7.7 Indemnification. Section 1602, Indemnification, of the General Conditions is applicable to this Agreement and is incorporated into this paragraph 7 as if fully set forth herein.

8.0 TERM. The Agreement will commence on execution and will expire three years thereafter unless it is extended by written amendment. Contractor may complete any work authorized by a properly executed Work Order before the term expires and the term of this agreement will extend until the Work is completed or the agreement is terminated by the Executive Director.

9.0 ADDITIONAL PROVISIONS

9.1 No Discrimination in Employment. In connection with the performance of the Work under this Contract, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender expression or gender identity, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder. Further, the Contractor agrees to comply with the provisions of Section 28-45 to 28-47, DRMC, and all Rules and Regulations promulgated and adopted by the Executive Director of Public Works pursuant thereto relating to non-discrimination in employment by contractors, subcontractors and suppliers receiving compensation for work performed on each Work Order as stated in **Exhibit P**.

9.2 Title to the Work. The parties agree that the City shall have title to all components and aspects of each Work Order which are in place and title to all materials for which any payment has been made to the Contractor hereunder.

9.3 Compliance with Minority/Women Business Enterprise Requirements. In accordance with the requirements of the M/WBE Ordinance, the Project goal of 18% for Minority and Women Business Enterprise (M/WBE) Participation has been set for the Project in this Contract and must be met with certified participants as set forth in Section 28-60(b). Section 28-

60(b) provides that for contracts let by means of a competitive process, rather than a competitive bid process, a department head may require proposers to address the Project goal by means of a compliance plan, as authorized by the Director. In addition to the applicable provisions of the M/WBE Ordinance, the Contractor agrees, as an express condition of its performance hereunder, to comply with the requirements of the approved Compliance Plan attached as **Exhibit O**. This Contract is subject to all applicable provisions of Divisions 1 and 3 of Article III, of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 – 29-36 and 28-52 – 28-90 D.R.M.C. and referred to in this Contract as the “M/WBE Ordinance”.

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

Date bid or request for qualifications/proposals was advertised April 26, 2017.

If contract opportunity was not advertised, date of written encumbrance _____.

Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the date the Contract was fully executed. Unless expressly provided for in this Agreement, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

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

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

Contractor shall prominently post at the work 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.

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.**

9.5 Applicability of Laws. This Contract and Agreement between the Contractor and the City shall be deemed to have been made in the City and County of Denver, State of Colorado and shall be subject to, governed by and interpreted and construed in accordance with the laws of the State of Colorado and the Charter, the Revised Municipal Code, Rules, Regulations, Executive Orders and fiscal rules of the City. As such, the Contractor shall at all times comply with the provisions of the Charter, Revised Municipal Code, Rules, Regulations, Executive Orders and fiscal rules of the City, and those of the State of Colorado and Federal Laws and Rules and Regulations, which in any manner limit, control or apply to the actions or

operations of the Contractor, any Subcontractors, employees, agents or servants of the Contractor engaged in the Work or affecting the materials and equipment used in the performance of the Work, as the same may be, from time to time, promulgated, revised or amended. The Charter and Revised Municipal Code of the City, as the same may be amended from time to time, are hereby expressly incorporated into this Contract as if fully set out herein by this reference.

9.6 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 Contract, except upon the prior written consent and approval of the Executive Director to such assignment.

9.7 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.

9.8 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 Contract.

9.9 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 Contract.

9.10 Proprietary or Confidential Information.

9.10.1 City Information. The Contractor understands and agrees that, in performance of this 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 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.

9.10.2 Contractor Information. The parties understand that all the material provided or produced under this 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.

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

9.12 Professional Obligations.

9.12.1 Applicable Laws. The Contractor agrees to strictly conform to and be bound by written standards, criteria, and memoranda of policy furnished to him by the City and further agrees to perform all work and services in strict compliance with applicable laws, statutes, codes, ordinances, rules and regulations, and industry standards.

9.12.2 Professional Responsibility. All of the work performed by the Contractor under this Contract shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work or services of a similar nature to the work or services described in this Contract.

9.12.3 No Waiver. The responsibilities and obligations of the Contractor under this Contract shall not be relieved or affected in any respect by the presence on the site of any agent, consultant, subconsultant, or employee of the City.

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

9.14 Notices. Any notices, demands, or other communications required or permitted to be given by any provision of this 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: Saunders Construction, LLC
86 Inverness Place North
Englewood, Colorado 80112

If to the City: Executive Director of Public Works
Department of Public Works
City and County of Denver
201 West Colfax, Department 608
Denver, Colorado 80202

With a copy to: David Huntsinger
Engineering Manager

Department of Public Works Capital Projects Management
201 West Colfax, Department 506
Denver, CO 80202

And a copy to:

Robert Wheeler
Assistant City Attorney
City and County of Denver
201 West Colfax, Department 1207
Denver, Colorado 80202

9.15 Survival of Certain Provisions. The parties understand and agree that all terms, conditions and covenants of this Contract, together with the exhibits and attachments hereto, if any, any or all of which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or termination of this 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.

9.16 Contract Binding. It is agreed that this Contract shall be binding on and insure to the benefit of the parties hereto, their heirs, executors, administrators, successors and duly authorized assigns.

9.17 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.

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

9.19 Severability. It is understood and agreed by the parties hereto that, if any part, term, or provision of this Contract, except for the provisions of this 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 Contract did not contain the particular part, term or provision held to be invalid.

[SIGNATURE PAGES FOLLOW]

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: PWADM-201736386-00

Contractor Name: SAUNDERS CONSTRUCTION, LLC



By: Darrell Eastwood

Name: Darrell Eastwood
(please print)

Title: Sr. Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibits
A through S

Exhibit A

PROPOSAL RATE SHEET
INTEGRATED DEMOLITION SERVICES

TYPE 1 WORK ORDERS - PROJECT AND PROPERTY MANAGEMENT SERVICES

PROJECT MANAGEMENT STAFFING

Hourly rates provided below are fully loaded hourly rates. Per the Contract, fully loaded hourly rates for Type 1 Work Orders include all direct and indirect costs; including, but not limited to fringes, taxes, vehicle costs, cell phones, insurance, and profit.

ITEM NO.	ITEM	UNIT	RATE
1	PROJECT MANAGER	\$/HOUR	132.90
2	FIELD / PROJECT ENGINEER	\$/HOUR	84.58
3	SAFETY MANAGER (PT)	\$/HOUR	104.69
4	QUALITY MANAGER (PT)	\$/HOUR	124.54
5	COST ESTIMATOR (PT)	\$/HOUR	118.28
6	SCHEDULER (PT)	\$/HOUR	100.51
7	PROCUREMENT MANAGER (PT)	\$/HOUR	132.90
8	MECHANICAL & ELECTRICAL COORDINATOR (PT)	\$/HOUR	129.77
9	OTHER: FOREMAN	\$/HOUR	62.33
10	OTHER: BIM COORDINATOR	\$/HOUR	94.44

PROPERTY MANAGEMENT SERVICES

Labor and unit rates provided below are fully loaded labor and unit rates. Per the Contract, unit rates for Type 1 Work Orders include all direct and indirect costs; including fully loaded labor, materials, equipment, small tools and supplies, taxes, insurance, and profit.

ITEM NO.	ITEM	UNIT	RATE
11	FACILITY BOARD-UP	\$/SQUARE FOOT	2.48
12	TEMPORARY SITE FENCING	\$/((LINEAR FEET x MONTH)	0.29
13	SITE SECURITY	\$/HOUR	65.00
14	SNOW REMOVAL	\$/HOUR	41.52
15	DUST CONTROL (Truck and Operator)	\$/HOUR	74.74
16	GENERAL CLEAN-UP	\$/HOUR	40.75
17	DUMPSTERS	\$/((EACH x MONTH)	271.66



Signature of Authorized Representative of Firm

6/27/2017

Date

Justin Cooper, Vice President of Project Development

Name and Title of Authorized Representative

PROPOSAL RATE SHEET
INTEGRATED DEMOLITION SERVICES

TYPE 2 WORK ORDERS - DEMOLITION AND ABATEMENT SERVICES

FIXED FEE PERCENTAGE for Demolition and Abatement Work Orders

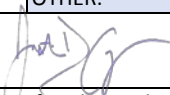
Indicate your proposed percentage fee (home office overhead and profit) to the FINAL APPROVED Work Order contract costs (applied to Direct Costs only) for each specific Demolition and Abatement Work Order for the Project identified in this RFP.

FIXED FEE (%) **3.5%**

Note: per the Sample Contract, General Conditions staff labor rates shall include direct labor, fringes, and insurances. Do not include vehicle or cell phone costs in General Conditions labor rates as these are reimbursed separately. In addition, all Demolition and Abatement Work Order Change Orders will be priced using the same methodology as in determining the initial Work Order NTE amount. The same Fixed Fee Percentage will be used for all Demolition and Abatement Work Order changes.

GENERAL CONDITIONS COSTS

ITEM NO.	ITEM	UNIT	RATE
STAFF			
18	SUPERINTENDENT	\$/HOUR	\$ 102.00
19	FOREMAN	\$/HOUR	\$ 63.44
20	PROJECT MANAGER	\$/HOUR	\$ 120.00
21	FIELD / PROJECT ENGINEER	\$/HOUR	\$ 75.00
22	PROJECT ASSISTANT / CLERK	\$/HOUR	\$ 65.00
23	OTHER: PROJECT ACCOUNTANT	\$/HOUR	\$ 69.00
24	OTHER: SAFETY ENGINEER	\$/HOUR	\$ 93.00
25	OTHER: PROJECT MANAGER	\$/HOUR	\$ 120.00
26	OTHER: BIM COORDINATOR	\$/HOUR	\$ 83.00
BONDS, INSURANCE, AND PERMITS			
27	BUILDER'S RISK INSURANCE	\$ / \$1000 OF COVERAGE	\$ 3.14
28	GENERAL LIABILITY INSURANCE	\$ / \$1000 OF COVERAGE	\$ 9.50
29	PAYMENT & PERFORMANCE BONDS	\$ / \$1000 OF COVERAGE	\$ 6.17
30	PERMITS	REIMBURSED AT COST	\$ -
31	OTHER:		\$ -
32	OTHER:		\$ -
SITE CONDITIONS			
33	VEHICLES	\$/ (EACH x MONTH)	\$ 1,700.00
34	CELL PHONES	\$/ (EACH x MONTH)	With Computer
35	SITE OFFICE	\$/MONTH	\$ 475.00
36	UTILITY CONNECTIONS	\$/MONTH	\$ 100.00
37	UTILITY CONSUMPTION	\$/MONTH	\$ 175.00
38	SWPPP MEASURES	\$/MONTH	\$ 1,769.00
39	STREET CLEANING	\$/MONTH	\$ 2,584.00
40	SITE ROLL-OFF PAD & MAINT	\$/MONTH	\$ 200.00
41	TRAFFIC CONTROL	\$/MONTH	\$ 628.00
42	SITE SIGNAGE	\$/EACH	\$ 350.00
43	TEMPORARY TOILETS	\$/ (EACH x MONTH)	\$ 130.00
44	DUMPSTERS	\$/ (EACH x MONTH)	\$ 340.00
45	PROGRESS PHOTOS	\$/MONTH	\$ 245.00
46	SAFETY EXPENSES	\$/MONTH	\$ 170.00
47	SMALL TOOLS AND EXPENDABLE SUPPLIES	\$/MONTH	\$ 100.00
48	OTHER: Office Computers, Software, Printers, Etc.	\$/HOUR	\$ 5.95
49	OTHER: Drinking Water, Field Meetings, Parking	\$/MONTH	\$ 180.00
50	OTHER:		\$ -



Signature of Authorized Representative of Firm

27-Jun-17

Date

Justin Cooper, Vice President of Project Development

Name and Title of Authorized Representative

Exhibit B

Exhibit B – List of Key Personnel

- **Justin Cooper**, Project Executive
- **Brendan Lynch**, Senior Project Manager
- **Brian Rankin**, Project Manager
- **Bruce Fifer**, Senior Superintendent
- **Greg Colwell**, Preconstruction/Estimator
- **Allison Egan**, Project Engineer

Exhibit C 1



DENVER
THE MILE HIGH CITY

[Instructions: Modify all standard highlighted text. Delete italic highlighted text prior to issuing]

CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS

INTEGRATED DEMOLITION CONTRACT

PROJECT MANAGEMENT AND PROPERTY MANAGEMENT SERVICES
PROPOSAL REQUEST

PROJECT NAME

DATE ISSUED:

[Date]

PROPOSAL DUE DATE:

[Date]

CITY & COUNTY OF DENVER PROJECT MANAGER

[Name]

[Phone]

[Email]

BID SUBMITTAL

Email proposals in PDF format to the Project Manager by the Proposal Due Date stated above.

PROJECT DESCRIPTION

The City and County of Denver (the City) is requesting that your firm submit a proposal to provide Project Management and Property Management services for **[Project Name]** located at **[Address or Description of the Location]**.

The purpose of this project is **[General Project Goals]**.

The services requested will include, but not be limited to, demolition project management, property management, contract administration, subcontractor coordination, maintaining quality control and assurance, jobsite safety, schedule development and adherence, cost estimating, and procuring the demolition and abatement work for the Project. The Contractor shall also be responsible for the reporting and close-out process on all Work Orders.

[Project Scope; identify expected property acquisitions and structures to be demolished during this term of service. Estimated acquisitions and structure to be demolished may be included in a separate document.]

Your firm and the various consultants necessary to perform the services shall comprise the Management Team. The purpose of this proposal request is to solicit a proposal to conduct a fair and extensive evaluation of the proposal and to award the project based on criteria listed herein.

PROPOSAL GUIDELINES





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Submit your proposal to the City Project Manager electronically via email. All proposals must be signed by an official agent or representative of the company submitting the proposal.

Your proposal should be provided as a maximum not to exceed amount, broken down by the time, personnel classification and hourly rates and item unit rates required to accomplish the associated tasks. The hourly rates and unit rates shall correspond to the agreed upon rates in the Master Integrated Demolition Contract. Your proposal should outline a proposed demolition and/or abatement schedule to show milestone completion dates.

All work performed on this project will be in accordance with the terms and conditions of your **Master Contract** with the City and County of Denver for Project Management and Property Management Services.

PROJECT SCOPE AND DELIVERABLES

[The scope of work listed below contains basic project management and property management services and suggested Deliverables and Meetings. This scope may be edited to fit the needs of the specific project]

The Management Team will be responsible for providing the following:

- A.1 Safety and Quality Management:** The Contractor will be responsible for the overall safety and quality management for the Demolition Project and will provide as-needed safety and quality staff to ensure all work is conducted in a safe and responsible manner to the quality standards set forth in the Master Contract.
- A.2 Meetings:** Regular meetings during the engagement may include, but are not limited to, the following:
 - Kick-off
 - Weekly Progress
 - Coordination meetings with other contractors and/or City representatives
 - Monthly performance reviews for all Work Orders
- A.3 Coordination with Other Projects and Events:** The Contractor shall work closely with the City to coordinate demolition activities with scheduled events to reduce site access and construction conflicts.
- A.4 Cost Estimating:** Perform a demolition and abatement cost estimate to determine line item prices for labor, equipment, and materials.
- A.5 Scheduling:** Perform overall summary level scheduling services which will identify the milestone activities for each of the facilities and work orders that the City will release to the Contractor.
- A.6 Supplementary Facility Scope Assessment/Survey:** If necessary to define and solidify the scope for individual Demolition and Abatement Work Orders, the Contractor may be required to provide additional facility scope assessment, investigations, or other survey efforts.
- A.7 Value Engineering:** Evaluate the provided documentation and determine if there are opportunities for cost savings through alternative means and methods of demolition, sequencing, and the use of equipment and materials. This task shall also include a reasonable and documented effort to recycle demolition waste and reuse materials on-site or off-site to promote sustainability.
- A.8 Property Management Services:** Provide pre-demolition measures to temporarily protect unwanted entry/occupancy of buildings (locks, board-up window and door openings, security fencing, utility cut-offs, vegetation removal, etc.). Provide temporary construction fencing prior to and during individual site building demolition. Provide as-needed snow removal from City-sidewalks and other areas required to access the work site properties.



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- A.9 Procurement of Demolition and Abatement Work Orders:** The Contractor will be responsible for the subcontractor procurement for project implementation of each Demolition and Abatement Work Order.
- A.10 Claims Mitigation:** The Contractor shall act on behalf of the City to ensure that claims against this Demolition Project are minimized.
- A.11 Monthly Invoicing and Progress Reporting:** The Contractor will work with the City to understand and incorporate all required reporting standards in regular progress reporting. Invoices will be submitted to the City monthly. The Contractor will be required to submit monthly invoices in accordance with the City's reporting standards and shall be organized by Work Order basis.

PROJECT SCHEDULE

Based on the *anticipated* [date] issuance of Notice to Proceed, the duration of this Project Management and Property Management Work Order shall be [Management Work Order Term Length]

PROPOSAL EVALUATION CRITERIA

[Listed below are basic evaluation criteria. These may be edited fit the needs of the specific project.]

To ensure consideration for this Proposal Request, your proposal should be complete and include all the following criteria:

- Value and cost: Bidders will be evaluated on the cost of their proposal based on the work to be performed in accordance with the scope of this project.
- Project Approach: The Management Team shall provide a narrative describing the project approach indicating how the Management Team will effectively complete the scope of the project.
- Schedule: The Management Team shall provide a demolition and abatement schedule indicating milestone dates for the proposed scope.

If you have any questions with the development of this Project Management and Property Management Proposal Request, please contact the Project Manager with the City and County of Denver whose contact information is listed at the top of this proposal request. Your interest in assisting with this project is greatly appreciated.

Reviewed by: Supervisor _____

Exhibit C 2



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[Instructions: Modify all highlighted text. Delete italic highlighted text prior to issuing. Submit Proposal Request to the City Project Manager for review prior to issuing.]

CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
INTEGRATED DEMOLITION CONTRACT
DEMOLITION AND ABATEMENT
PROPOSAL REQUEST

[PROJECT NAME]

DATE ISSUED:
[Date]

BID DUE DATE:
[Date]

CITY & COUNTY OF DENVER PROJECT MANAGER

[Name]
[Phone]
[Email]

[INTEGRATED CONTRACT] PROJECT MANAGER

[Name]
[Phone]
[Email]

BID SUBMITTAL

All Demolition and Abatement Work Order bids shall be signed, sealed, date stamped, and only opened at a pre-determined time with the City Project Manager present. The signed and sealed subcontractor bids shall be delivered to **[Location]** and date stamped no later than **[Date and Time]**. Self-performed Work bids shall be delivered to the City Project Manager 24 hours prior to the receipt of subcontractor bids for the same scope.

PRE-BID CONFERENCE

A pre-bid site visit is scheduled for bidders on **[Date and Time]**. The pre-bid conference will be held at the project location, **[Address]**. Contractors are encouraged to attend the pre-bid site visit to become familiar with the project scope and location.

QUESTIONS FROM BIDDERS

All questions must be submitted in writing to **[Integrated Contract]** Project Manager and City Project Manager by **[Date and Time]**.

STATEMENT OF WORK

The work includes all labor, material and equipment required to complete the work described in this proposal request, and the accompanying bid documents.





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Scope of Work:

[Provide a detailed summary of what the work will entail. Reference the file name(s) of the Construction Documents, Technical Specifications and/or Project Manual from which the project will be bid.]

Contractor shall include the cost for all required permit fees in their bid. Permits will be reimbursed at cost, with no markup allowed.

Contractor will be required to haul dedicated loads (non-hazardous entire loads of waste) to the Denver Arapahoe Disposal Site (DADS) for disposal. The City will pay all fees associated with such disposal but the bidder shall be responsible for the costs of transporting the loads.

Per Executive Order No. 123, Chapter 5, the Contractor shall recycle demolition materials when possible. Contractor shall provide proof of any recycling of materials.

Special Considerations:

[List any items that need to be further emphasized, or are not explicitly contained in the Construction Documents. What do you need the Contractor to pay specific attention to? For example, allowed working hours, staging and laydown areas, building access, etc.]

PROPOSAL REQUIREMENTS

The bid submission shall include the Cost Proposal and Project Schedule as outlined below. **Bids will be evaluated and awarded based on cost, unless the City determines that it is not in the City's best interest to have the subcontractor perform the proposed work.** The Project Management Contractor will confirm that all bids address the complete scope of work before awarding.

Project Cost Proposal

The Cost Proposal shall be submitted using the provided Lump Sum Bid Form with an attached Schedule of Values.

[Delete below reference to Alternates if no alternates are required.]

Each Bid Alternate shall be priced using the Lump Sum Bid Form Alternate work sheet.

[If PM wants contractor to break out their pricing in a particular way, such as by specific trades/scopes, ask Contractor to do so in this section.]

Contractor shall provide a list of **ANY** assumptions and qualifications associated with their bid on a separate document titled "[Project Name] - Bid Assumptions and Qualifications."

Project Schedule

Provide a project schedule with the start date of [Date]. The project is expected to be substantially complete on [Date]. Provide durations of all activities, lead times for material not readily available, breakout of project phasing (if required) and enough detail to illustrate the plan to successfully execute the project. The Contractor can assume Working Hours are: [7AM- 5PM Monday through Friday].

DOCUMENTS AND BID INFORMATION AVAILABLE

The bid documents consisting of [Drawings and/or Specifications] are being distributed as PDFs attached to the email containing this Proposal Request. The PDF [file(s) is/are] titled, ["File Name"]. Please contact the Project Manager if you have any issues viewing the documents.





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MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION

IC Contractor shall comply with their Integrated Contract.

MISCELLANEOUS

Contracts for construction, reconstruction, and remodeling are subject to the City prevailing wage rate requirements established pursuant to Section 20-76, D.R.M.C. For questions related to prevailing wage rates, Contractor shall contact the Office of the Auditor.

As its best interest may appear, the City and County of Denver reserves the right to reject any or all bids, and to waive informalities in bids.

If you have any questions related to this Proposal Request, please contact the Project Manager whose contact information is listed at the top of this proposal request. Your interest in assisting with this project is greatly appreciated.

City and County of Denver Review: Supervisor _____ Project Manager _____

Exhibit D



Integrated Demolition Work Order

Contractor: _____

Project Name: _____

Vendor ID: _____

Project Manager: _____

Master Contract No.: _____

Encumbrance No.: _____

Work Order No.: 0

It is hereby mutually agreed that when this Work Order has been signed by the contracting parties, the following described work order shall be executed by the contractor without changing the terms of the contract except as herein stipulated and agreed.

This sum, as indicated below, constitutes full and complete consideration, payment and satisfaction to the contractor for the above described scope of work, and the contractor hereby agrees to make no further claims, demands, or requests of any kind whatsoever for further moneys, extensions of time or other consideration for the above described scope of work to the contract.

THE CONTRACTOR AGREES to furnish all material and labor and perform all work required to complete the above described work in accordance with requirements for similar work covered by the work order, except as otherwise stipulated herein, for the following considerations:

The Sum of: \$0.00

Duration: 0

Accepted by Contractor: _____

Title: _____

Date: _____

0	
MASTER CONTRACT SUMMARY	
Sum of previous work orders/changes:	
This work order:	\$ -
Sum of all Work Orders:	\$0.00
Maximum contract amount:	#N/A
Contract capacity:	#N/A

Approved -Executive Director Public Works	Date
Approved -City Attorney	Date
Approved -Department Director	Date
Approved -Portfolio Manager	Date
Approved -User Agency	Date
Approved -Project Supervisor	Date
Approved -Project Manager	Date

NOTE: No person shall authorize or perform any of the above work until the work order has all signatures and has been distributed. Distribution: Prevailing Wage: AUDPWPayRequest@denvergov.org; DSBO@ci.denver.co.us; Project manager email, Using Agency and pw.contracts@denvergov.org (for pre-encumbrance).

INTEGRATED DEMOLITION CONTRACT
TYPE 1 WORK ORDER - PROJECT AND PROPERTY MANAGEMENT SERVICES
PROPOSAL REQUEST PRICING WORKSHEET

CITY & COUNTY OF DENVER

CITY ENGINEERING, PROJECT MANAGEMENT OFFICE
 DEPARTMENT OF PUBLIC WORKS - 201 W. COLFAX AVE., DEPT. 509, DENVER, CO 80202 (720) 913-4511, FAX (720) 913-4543

CONTRACTOR: _____ DATE: _____

CONTRACT NO. _____ PROPOSAL REQUEST NO.: _____

PROJECT NAME: _____

UNIT PRICES:

Provide unit prices for all work performed by the Contractor and Subcontractor

ITEM NO	ITEM DESCRIPTION	UNIT PRICE	UNITS	QUANTITY	TOTALS	
					UP x QTY	
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
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					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
TOTAL					\$	-

SUBCONTRACTORS - Provide Subcontractor Worksheets for each subcontractor.

MWBE (Y or N)	SUBCONTRACTOR		
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
SUBTOTAL FOR ALL SUBCONTRACTORS		\$	-
SUBTOTAL FOR MWBE SUBCONTRACTORS		\$	-

PROPOSAL REQUEST PRICE \$ _____ -

TIME TO COMPLETE THE WORK IN THIS PROPOSAL REQUEST _____ CALENDAR DAYS

TOTAL MWBE COST OF WORK \$ _____ - PERCENTAGE _____

CONTRACTOR'S SIGNATURE _____ DATE: _____

INTEGRATED DEMOLITION CONTRACT

**TYPE 1 WORK ORDER - PROJECT AND PROPERTY MANAGEMENT SERVICES
CONTRACTOR WORKSHEET**

CITY & COUNTY OF DENVER

CITY ENGINEERING, PROJECT MANAGEMENT OFFICE
DEPARTMENT OF PUBLIC WORKS - 201 W. COLFAX AVE., DEPT. 509, DENVER, CO 80202 (720) 913-4511, FAX (720) 913-4543

CONTRACTOR: _____

DATE: _____

CONTRACT NO. _____

PROPOSAL REQUEST NO.: _____

PROJECT NAME: _____

ITEM NO	ITEM DESCRIPTION	UNIT PRICE	QUANTITY	UNIT PRICE x QUANTITY
				\$ -
				\$ -
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				\$ -
Total				\$ -

**INTEGRATED DEMOLITION CONTRACT
TYPE 2 WORK ORDER - DEMOLITION AND ABATEMENT SERVICES
PROPOSAL REQUEST PRICING WORKSHEET**

CITY & COUNTY OF DENVER

CITY ENGINEERING, PROJECT MANAGEMENT OFFICE

DEPARTMENT OF PUBLIC WORKS - 201 W. COLFAX AVE., DEPT. 509, DENVER, CO 80202 (720) 913-4511, FAX (720) 913-4543

CONTRACTOR: _____

PROPOSAL REQUEST NO.: _____

CONTRACT NO. _____

DATE: _____

PROJECT NAME: _____

DIRECT COSTS

Attach bid worksheets for all work performed by the Contractor and Subcontractor

SUBCONTRACTOR	ITEM DESCRIPTION	UNIT PRICE	UNITS	QUANTITY	UP x QTY
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
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					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
SUBTOTAL FOR DIRECT COSTS					\$ -

FIXED FEE

Fixed Fee applied to the above Direct Costs as specified in the Integrated Demolition Contract

FIXED FEE % _____

FIXED FEE (Percentage x Direct Costs) \$ -

GENERAL CONDITIONS

Provide a detailed breakdown on a General Conditions Worksheet

SUBTOTAL FOR GENERAL CONDITIONS \$ -

MWBE PARTICIPATION

List the MWBE Participants for all of the work in this proposal request

SUBCONTRACTOR	SCOPE	COST
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
MWBE PARTICIPATION SUBTOTAL		\$ -

PROPOSAL REQUEST PRICE (Direct Costs + Fixed Fee + General Conditions) \$ -

TIME TO COMPLETE THE WORK IN THIS PROPOSAL REQUEST: _____ calendar days

TOTAL MWBE COST OF WORK \$ - PERCENTAGE _____

CONTRACTOR'S SIGNATURE _____

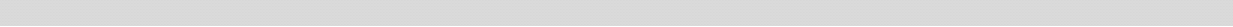
DATE: _____

INTEGRATED DEMOLITION CONTRACT TYPE 2 WORK ORDER - DEMOLITION AND ABATEMENT SERVICES GENERAL CONDITIONS WORKSHEET

CITY & COUNTY OF DENVER

CITY ENGINEERING, PROJECT MANAGEMENT OFFICE

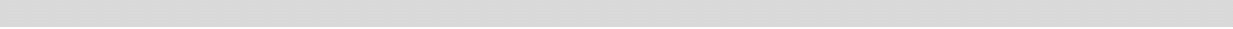
DEPARTMENT OF PUBLIC WORKS - 201 W. COLFAX AVE., DEPT. 509, DENVER, CO 80202 (720) 913-4511, FAX (720) 913-4543



CONTRACTOR: _____ PROPOSAL REQUEST NO.: _____

CONTRACT NO. _____ DATE: _____

PROJECT NAME: _____



GENERAL CONDITIONS COSTS

ITEM NO	ITEM DESCRIPTION	UNIT PRICE	QUANTITY	UNIT PRICE x QUANTITY
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
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				\$ -
				\$ -
Total				\$ -



MWBE PARTICIPATION

COMPANY NAME	SCOPE	COST
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
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		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
	MWBE SUBTOTAL	\$ -

MWBE PARTICIPATION (%) _____

Contractor Signature _____

Date _____

Exhibit E

Exhibit E – Payment and Performance Bond

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

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Saunders Construction, LLC, 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 Five Hundred* Dollars (\$500,000.00), 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 **CONTRACT NO.** _____ **Integrated Demolition 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

*Thousand and 00/100

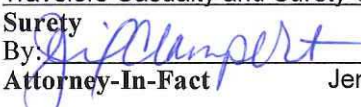
**to support the National Western Center Campus Program, the Platte to Park Hill Project and the North Denver Cornerstone Collaborative

materials used or consumed by said Contractor or its subcontractors in performance of the work contracted to be done, or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the work, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;

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

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

Attest:
By: _____
Secretary

Saunders Construction, LLC
Contractor
By: _____
President
Travelers Casualty and Surety Company of America
Surety
By:  _____
Attorney-In-Fact / Jennifer L. Clampert

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

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

APPROVED FOR THE CITY AND COUNTY
OF DENVER
By: _____
Mayor
By: _____
Exec. Director of Public Works



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229657

Certificate No. 007221235

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Robert L. Cohen, Sheryll Shaw, Sarah Finn, Nicole L. McCollam, Robert J. Reiter, Bradley J. Jeffress, Kristen L. McCormick, Michael Lischer Jr., Brandi J. Tetley, and Jennifer L. Clampert

of the City of Denver, State of Colorado, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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 9th day of May, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 9th day of May, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations 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, 2021.



[Signature]
Marie C. Tetreault, Notary Public

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

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, 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 Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20 ____.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



IMA, Inc. - Colorado Division
 1705 17th Street, Suite 100 * Denver, CO 80202



----- INVOICE -----

Saunders Construction, Inc.
 86 Inverness Place North
 Englewood, CO 80112

Invoice Date 07/13/17
 Invoice No. 1106726
 Bill-To Code SAUNCON
 Client Code SAUNCON
 Inv Order No. 3*1314991

Named Insured: Saunders Construction, LLC

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: IMA, Inc. - Colorado Division

Effective Date	Policy Period	Coverage Description	Transaction Amount
07/13/17	07/13/17 to 07/12/20	Travelers Casualty and Surety Co of Ame Policy No. 106757920 *New - Contract Bond Obligee Name: City and County of Denver, Colorado Bond Desc: Integrated Demolition Services to support the National Western Center Campus Program, the Platte to Park Hill Project and the North Denver Cornerstone Collaborative (Saunders Job #17015010) Performance Bond Amt: \$500,000.00 Payment Bond Amt: \$500,000.00 Bond Amt: \$500,000.00	4,144.00
		Invoice Number: 1106726 Amount Due:	4,144.00
Please verbally confirm any payment changes to IMA (bank routing numbers, account numbers, wiring instructions, etc.) with your authorized IMA Representative.			

*Premiums Are Due 20 Days After Invoice Date Unless Otherwise Specified



July 13, 2017

Darrell Eastwood
Saunders Construction, LLC
86 Inverness Place North
Englewood, CO 80112

RE: Integrated Demolition Services to support the National Western Center Campus Program, the Platte to Park Hill Project and the North Denver Cornerstone Collaborative (Saunders Job #17015010)
Performance and Payment Bond No. 106757920

Dear Darrell:

Enclosed are the three original Performance and Payment Bonds for the captioned project. Because the contract hasn't been executed and dated yet, both the bonds and powers of attorney have been left undated as well. The bonds cannot be dated prior to the contract date. **When you have a signed and dated contract, please date the bonds and attached powers of attorney that same date.** Please email me a copy of the signed and dated contract as soon as it is available.

If you have any questions or need anything additional, please give me a call.

Thank you,

A handwritten signature in blue ink that reads "Jennifer L. Clampert". The signature is fluid and cursive.

Jennifer L. Clampert
Surety Account Manager

Exhibit F

RIDER

Work Order No. _____

Contract No. _____

TO BE ATTACHED TO AND FORM PART OF

_____ **PERFORMANCE AND PAYMENT** _____
(TYPE OF BOND)

NO: _____

IN FAVOR OF: _____ **CITY AND COUNTY OF DENVER** _____
(OBLIGEE)

ON BEHALF OF: _____
(PRINCIPAL)

EFFECTIVE: _____
(ORIGINAL EFFECTIVE DATE)

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider,

The Surety, _____, hereby gives is consent to:

- () INCREASE BOND PENALTY () CHANGE THE NAME OF PRINCIPAL
- () DECREASE BOND PENALTY () CHANGE THE ADDRESS OF THE PRINCIPAL
- () CHANGE THE EFFECTIVE DATE () CHANGE THE EXPIRATION DATE
- () OTHER: _____

of the attached bond as described herein:

		NO.	AMOUNT (\$)
R1	WORK ORDERS / CHANGES ASSIGNED TO DATE		
R2	WORK ORDERS / CHANGES COMPLETED TO DATE **		
R3	PREVIOUS CURRENT WORK ORDER TOTAL (R1 – R2)		
R4	AMOUNT OF THIS WORK ORDER		
R5	NEW CURRENT WORK ORDER TOTAL (R3 + R4)		

PROVIDED, however, that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified, and that the liability of the Surety under the attached bond as changed by this rider shall not be cumulative. ** Note that in order for work orders to be considered “completed” and therefore removed from the “current” work order total, the City must have issued a Letter of Final Acceptance for each completed work order.

SIGNED AND SEALED THIS _____ DAY OF _____ 20__.

INSURANCE COMPANY: _____

(witness)

By: _____
(Attorney-in-Fact) (Seal)

ACCEPTED BY OBLIGEE

(witness)

By: _____

Exhibit G



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/14/2017

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

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

PRODUCER IMA, Inc. - Colorado Division 1705 17th Street Suite 100 Denver, CO 80202	1-303-534-4567 CONTACT NAME: PHONE (A/C. No. Ext): FAX (A/C. No): E-MAIL ADDRESS: DenAccountTechs@imacorp.com														
INSURED Saunders Construction LLC 86 Inverness Place North Englewood, CO 80112	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: AMERICAN CONTRACTORS INS CO RRG</td> <td>12300</td> </tr> <tr> <td>INSURER B: TRAVELERS IND CO</td> <td>25658</td> </tr> <tr> <td>INSURER C: ACIG INS CO</td> <td>19984</td> </tr> <tr> <td>INSURER D: BERKLEY ASSUR CO</td> <td>39462</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: AMERICAN CONTRACTORS INS CO RRG	12300	INSURER B: TRAVELERS IND CO	25658	INSURER C: ACIG INS CO	19984	INSURER D: BERKLEY ASSUR CO	39462	INSURER E:		INSURER F:	
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INSURER C: ACIG INS CO	19984														
INSURER D: BERKLEY ASSUR CO	39462														
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 50364979

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL17PA0006 GL17PB0006 (GL XS) GL17PC0006 (GL XS)	06/01/17 06/01/17 06/01/17	06/01/21 06/01/21 06/01/21	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			8103J270942IND17	04/30/17	04/30/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XS17PD0006 (GL XS)	06/01/17	06/01/21	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCA000014117 - CO,MT,NE	06/01/17	06/01/18	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional & Pollution Liability Coverage			PCADB50018700417	04/30/17	04/30/18	Limit \$ 2,000,000 Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project Control No.: NDCC2017-002 eBid Document No.5022806.

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insureds with regard to Commercial General Liability, Business Auto and and Excess Liability.

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver 201 W. Colfax Ave., Dept 907 Denver, CO 80202 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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Exhibit H



Integrated Demolition Work Order Notice to Proceed

Insert Date Here

0
Attn:

Re: Master Contract No.: 0
 Project Name: 0
 Encumbrance Number: 0
 Work Order No.: 0

Dear:

In accordance with General Contract Coordination 302 in Title 3 of the Standard specifications for Construction, General Contract Conditions, 2011 Edition, you are hereby authorized and directed to proceed on MM/DD/YY with the work described in the above referenced Work Order No. in accordance with the terms and conditions of your Master Contract with the City and County of Denver.

The established Contract Time for this Work Order is _____ consecutive calendar days, therefore, all work must be completed on or before _____. The not to exceed fee for this work order is \$_____, including fees and reimbursable expenses.

Please contact the project manager with any questions regarding the above referenced work. 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. The Project Manager for this Work Order is

Sincerely,

Lesley B. Thomas, City Engineer
Deputy Manager of Public works

Project Manager _____ Supervisor _____ Portfolio Manager _____

**Denver Public Works/Office of the Executive Director
201 West Colfax Avenue Dept. 608 | Denver, CO 80202**

www.denvergov.org/dpw
311 | POCBETGOV.COM | DENVERGOV.ORG | DENVER 8 TV

Exhibit I



Integrated Demolition Work Order Change

Contractor:

Project Name: _____

Project Manager: _____

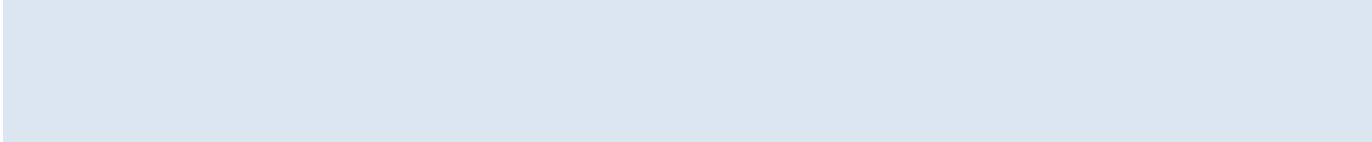
Encumbrance No.: _____

Vendor ID: _____

Master Contract No.: _____

Work Order No.: 0

It is hereby mutually agreed that when this WORK ORDER CHANGE has been signed by the contracting parties, the following described changes shall be executed by the contractor without changing the terms of the Contract except as herein stipulated and agreed.



The additional sum, as indicated below, constitutes full and complete consideration, payment and satisfaction to the Contractor for the above described changes to the Contract, and the Contractor hereby agrees to make no further claims, demands, or requests of any kind whatsoever for further moneys, extensions of time or other consideration for the above described changes to the Contract.

THE CONTRACTOR AGREES to furnish all material and labor and perform all work required to complete the above described work in accordance with requirements for similar work covered by the Contract, except as otherwise stipulated herein, for the following considerations:

The Sum of: Add or Subtract _____
Adjust the Completion Date by: _____
New Completion Date: _____

Accepted by Contractor: _____ Title: _____ Date: _____

0	
WORK ORDER SUMMARY	
Original Work Order Amount:	
Sum of Previous Work Order Changes:	
This Work Order Change:	
Revised Work Order Amount: \$0.00	
MASTER CONTRACT SUMMARY	
Sum of Contract work orders and changes:	
Maximum Contract Amount:	#N/A
Remaining Contract capacity:	#N/A

Approved -Executive Director Public Works	Date
Approved -Department Director	Date
Approved -Portfolio Manager	Date
Approved -User Agency (If Applicable)	Date
Approved -Project Supervisor (If Applicable)	Date
Approved -Project Manager	Date

NOTE: No person shall authorize or perform any of the above work until the work order has all signatures and has been distributed. Distribution: Prevailing Wage: AUDPWPayRequest@denvergov.org; DSBO@ci.denver.co.us; Project manager email, Using Agency and pw.contracts@denvergov.org (for pre-encumbrance).

Exhibit J



CERTIFICATE OF SUBSTANTIAL COMPLETION INTEGRATED DEMOLITION WORK ORDER

Insert Date Here

0
Attn:

Re: Master Contract No.:
 Project Name:
 Encumbrance Number:
 Work Order No.:

Dear:

Your Notification of Substantial Completion for the above referenced project was received on **MM/DD/YY**. The project was inspected by the Project Manager and **include other appropriate person** on **MM/DD/YY** and was determined to be substantially complete in accordance with General Contract Condition 1903 of the Standard Specifications for Construction, General Contract Conditions, 2011 Edition.

Per General Contract Condition 1903, attached is the punch list of items to be repaired or replaced and assignment of responsibilities for security, maintenance, property insurance premiums, and damage to the work until Final Acceptance is issued by the City.

We are issuing this Certificate and establishing the Date of Substantial Completion as of **MM/DD/YY** and the time period to complete the punch list work as **written number** Calendar Days from the date of this Certificate.

Contractor

Lesley B. Thomas, City Engineer
Deputy Manager of Public works

Project Manager _____ Supervisor _____ Portfolio Manager _____

Denver Public Works/Office of the Executive Director
201 West Colfax Avenue Dept. 608 | Denver, CO 80202
www.denvergov.org/dpw
311 | POCKETCITY.COM | DENVERGOV.ORG | DENVER 8 TV

Exhibit K



CERTIFICATE OF FINAL ACCEPTANCE INTEGRATED DEMOLITION WORK ORDER

Insert Date Here

Attn:

Re: Master Contract No.:
 Project Name:
 Encumbrance Number:
 Work Order No.:

Dear:

Your notification for final inspection of the above referenced project was received on **MM/DD/YY**. The project was inspected by the Project Manager and **include other appropriate persons** on **MM/DD/YY** and the work was determined to be completed in accordance with the Contract documents. Therefore, in accordance with General Contract Condition 2002 of the Standard Specifications for Construction, General Contract Conditions, 2011 Edition, this Certificate of Final Acceptance is being issued, effective as of **MM/DD/YY**.

Items A through J, listed in section 2003 of the Standard Specifications for Construction, General Contract Conditions, and 2011 Edition have now been furnished. All change orders have been executed at this time.

Per General Contract Condition 1801, the warranty/guarantee periods start, effective as of **MM/DD/YY**. If required, you must satisfactorily complete the one-year maintenance period before final settlement can be made.

The project was completed within the contract time therefore no liquidated damages are due.

Contractor

Lesley B. Thomas, City Engineer
Deputy Manager of Public works

Project Manager _____ Supervisor _____ Portfolio Manager _____

Exhibit L

Exhibit L –Work Order Final Receipt (Certificate of Release)



National Western Center
Mayor's Office

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

(SAMPLE)

Date

Name

Company

Street

City/State/Zip

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

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

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

Contractor's Signature

Date Signed

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

Exhibit M

**DEPARTMENT OF PUBLIC WORKS
Engineering Division**

**FINAL/PARTIAL RELEASE AND CERTIFICATE OF PAYMENT
(SUBCONTRACTOR/SUPPLIER)**

(PROJECT NO. and NAME)

Date: _____, 20__.

(NAME OF CONTRACTOR)

Subcontract #: _____.

(NAME OF SUBCONTRACTOR/SUPPLIER)

Subcontract Value: \$ _____.

Last Progress Payment: \$ _____.

Date: _____.

Check Applicable Box:

MBE WBE DBE SBE

Total Paid to Date: \$ _____.

Date of Last Work: _____.

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

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

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

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

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

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

STATE OF COLORADO) ss.
CITY OF _____)

(Name of Subcontractor)

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

By: _____

Notary Public/Commissioner of Oaths
My Commission Expires _____

Title: _____

Exhibit N

Exhibit O

**CITY AND COUNTY OF DENVER
DIVISION OF SMALL BUSINESS OPPORTUNITY**

**CONSTRUCTION CONTRACT COMPLIANCE PLAN
FOR M/WBE PARTICIPATION**

**SAUNDERS CONSTRUCTION, LLC
NATIONAL WESTERN CENTER – INTEGRATED DEMOLITION SERVICES
NDCC2017-002**

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**CITY AND COUNTY OF DENVER
DIVISION OF SMALL BUSINESS OPPORTUNITY**

**CONSTRUCTION CONTRACT COMPLIANCE PLAN
FOR M/WBE PARTICIPATION**

**SAUNDERS CONSTRUCTION, LLC
NATIONAL WESTERN CENTER – INTEGRATED DEMOLITION SERVICES
NDCC2017-002**

SECTION 1: INTRODUCTION

- A. Saunders Construction, LLC (the “Contractor”) submits this Compliance Plan to the Director of the Division of Small Business Opportunity (“Director”), as required by the Manager of Public Works, in accordance with §§ 28-51 to 28-83, D.R.M.C., and the implementing rules adopted by the Director (“Rules”).
- B. Under the City’s Ordinance No. 85, Series of 2014 (the “M/WBE Ordinance”), codified at §§ 28-51 to 28-83, D.R.M.C., the M/WBE participation goal for this contract is 18%. The good faith solicitation level is 100%
- C. The Contractor is committed to compliance with the M/WBE Ordinance in its performance of the Contract. The Contractor will continually pursue a level of M/WBE participation that equals or exceeds 18% of the total construction price under the Contract.
- D. Because of the delivery method used for this Project, the work was not ready for subcontracting at the time when the Contractor was awarded the Contract. Therefore this Compliance Plan provides for the M/WBE solicitation and subcontracting to be performed after contract formation. The process, by which the Contractor will solicit, obtain, count and maintain participation by MBE and WBE firms for this Project under this Compliance Plan, will be the same as the M/WBE Ordinance requires for “design-bid-build” construction contracts.
- E. This Compliance Plan describes how the Contractor will address the project goal at the point where the project work is sufficiently defined that the process of obtaining subcontractors and suppliers can begin, by committing to utilize MBE/WBEs for the Project work, using the good faith efforts as defined by the M/WBE Ordinance.
- F. The delivery method for this project under the Contract is CM/GC.
- G. The Contractor will deliver the construction work in phases. [If the work will be delivered in phases, Section 3 below describes the Contractor’s plan to meet the project goal as it relates to such phases.]

SECTION 2: KEY PERSONNEL

Brendan Lynch, 303.226.9018, b.lynch@saundersinc.com and **Brian Rankin**, 303.386.9034, b.rankin@saundersinc.com, have been assigned as the project managers for this Contract. The contacts listed above are responsible for the overall management of the Contractor’s performance of the Project.

[Identify the other key staff who will be responsible for carrying out the Compliance Plan, and for contract administration for subcontractors and suppliers, etc. The following are examples, to be tailored to the Contractor’s situation:

Brian Rankin, 303.386.9034, b.rankin@saundersinc.com and **Jeff Anker**, 303.435.9309, j.anker@saundersinc.com, is the project manager and community outreach specialist, who reports to Senior Project Manager **Brendan Lynch** and is responsible for compliance with this Compliance Plan, outreach and coordination activities, and maintaining appropriate records to ensure that goals are met.

Megann Roth, 303.269.8358, m.roth@saundersinc.com, is the project administrator, who will administer subcontracts and ensure that all documentation required by DSBO is prepared and maintained. Roth will coordinate the collection of DSBO documentation and monthly payroll reports from all subcontractors and suppliers, including but not limited to M/WBEs.

SECTION 3: STRUCTURING BID PACKAGES FOR M/WBE PARTICIPATION

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

Below is a sample work order spreadsheet that will be submitted for each work order on each phase.

GOALS SCHEDULE CHART – Phase 1				
AVAILABLE SUB-TRADE	APPROXIMATE DOLLAR AMOUNT	PERCENTAGE OF TOTAL PROJECT	ASSIGNED MWBE GOAL PER SECTION	ANTICIPATED RESULTING MWBE PARTICIPATION
Temp facility, QC requirements, Eq	TBD	TBD	TBD	TBD
02 - Existing Conditions	TBD	TBD	TBD	TBD
02- Demolition	TBD	TBD	TBD	TBD
06 - Woods & Plastics	TBD	TBD	TBD	TBD
26 - Electrical	TBD	TBD	TBD	TBD
Totals	TBD		18%	TBD

GOALS SCHEDULE CHART – Phase 2				
AVAILABLE SUB-TRADE	APPROXIMATE DOLLAR AMOUNT	PERCENTAGE OF TOTAL PROJECT	ASSIGNED MWBE GOAL PER SECTION	ANTICIPATED RESULTING MWBE PARTICIPATION
Temp facility, QC requirements, Eq	TBD	TBD	TBD	TBD
02 - Existing Conditions - Abatement	TBD	TBD	TBD	TBD
02- Demolition	TBD	TBD	TBD	TBD
26 - Electrical	TBD	TBD	TBD	TBD
31 - Earthwork	TBD	TBD	TBD	TBD
32 - Exterior Improvements	TBD	TBD	TBD	TBD
33 - Utilities	TBD	TBD	TBD	TBD
Totals	TBD		18%	TBD

- B. These packages will be reviewed and refined as the work for the Contract is further defined and ready for the process of subcontracting. Specifically, prior to advertising any package of work for bids or proposals, the Contractor will review the work in detail, to determine the types of work that can be performed by M/WBE firms, with reference to the DSBO’s database and directory of certified M/WBE firms, and will adjust its subcontracting packages to maximize opportunities for M/WBE participation in such subcontracting, within economically feasible packages.
- C. The Contractor has the following preliminary schedule for issuance of each bid package:

The Integrated Demolition Services project is broken down in two phases 1) Property Management Services and 2) Demolition and Abatement. Each phase will have numerous work orders, which is how M/WBE firms will be contracted.

1. Project: Phase 1 Property Management Services

Description: Facility scope assessments, boarding-up, site security, fencing, snow removal and dust control.

Contract type: Work Order

Advertisement date: TBD

Est. \$: TBD

Date posted: TBD

2. Project: Phase 2 Demolition & Abatement

Description: Demolition, abatement, hauling, cleanup and site security.

Contract type: Work Order

Advertisement date: TBD

Est. \$: TBD

Date posted: TBD

- D. *[Identify any specific issues or potential issues with the contract's scope of work and how the Contractor will address them – specialized work items, etc.]*

Barriers such as capacity, insurance, bonding, experienced workforce, and administrative burdens may hinder a M/WBE subcontractor's ability to bid. Saunders is committed to reducing the bid package barriers that may limit the M/WBE contractor's access and opportunities to become part of this project. Saunders will further break the packages up to align with the scopes of work for certified M/WBE subcontractors.

- E. *[State whether the Contractor will prequalify any subcontractors. If prequalification will be used, identify all subcontracts for which the Contractor will prequalify subcontractors, and explain the prequalification process that will be used.]*

Saunders will have a prequalifying process designed to protect all parties involved, City and County of Denver, the M/WBE subcontractor and Saunders. The prequalification process will be used for all subcontractors regardless of certification

- F. The Contractor may pursue different percentage goals for M/WBE participation in each separate package of work put out for bids, based on the types of work and availability of certified M/WBE firms. However, the Contractor is committed to the overall goal of 18% M/WBE participation in the total construction work amount.
- G. The Contractor may consider, in order to maximize M/WBE participation, subcontracting the following types of work which it might ordinarily self-perform: general conditions labor i.e. site clean up etc, rough carpentry. Saunders will implement a plan to either subcontract all or portions of these scopes of work and ensure that the M/WBE subcontractors align with the scopes of work normally self performed by Saunders.

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

The Contractor will conduct the following outreach efforts:

- A. Contractor will use the City's M/WBE directory and encourage all non-M/WBE subcontractors to use the directory when soliciting any of their own subcontractors or suppliers for the project.

- B. If during outreach efforts, Contractor locates a firm which appears to be eligible for City M/WBE certification but is not so certified, Contractor will direct the firm to DSBO and encourage the firm to pursue certification if eligible.
- C. When it has work packages ready for subcontracting, the Contractor will solicit through all reasonable means. Acceptable contact modes for solicitation shall be letters, facsimile transmissions, telephone communication and e-mail. Solicitation must be made at least 10 calendar days before bid date or proposal submission.
- D. Requirement to demonstrate appropriate steps to follow up initial solicitation: Appropriate steps may be demonstrated by second contact attempts by letter, facsimile transmission, telephone communication or e-mail, if bidder/proposer failed to make contact on its first attempt.
- E. [Identify any additional efforts or initiatives the Contractor will carry out.]
Saunders will publish notices to: HCC, City's M/WBE Database, Commerce Hub, the Black Construction Group and the Rocky Mountain Minority Contractors Association.

In an effort to recruit and inform the M/WBE community of our project and efforts Saunders will conduct outreaches to explain the prequalification process, bid packages and procurement schedule. Saunders will host these outreaches in conjunction with the delivery schedule of the construction documents.

Pre-bid informational meetings will allow for the opportunity to explore the depth of interest from the local community and allow for the discovery of their concerns with scope ambiguities, contract language and conflicts with other competing projects. These meetings also afford Saunders the time to react accordingly. The specific of the project, including the proactive and progressive approach to procurement, contract administration, quality, safety and community participation will be conveyed to the subcontractors, with the overall message that the project's success will lead to their individual success. City Officials and Contract Administration managers will be notified of every event and will be invited to attend accordingly.

- F. [Describe the bid/proposal process that will be used.]
Through the efforts listed in Section 4.D, Saunders will have the necessary information to communicate and start relationships for each work order as it's established. Saunders will then send out our Request for Qualification and Proposal, which purpose is to:
 - a. Communicate bidding information (date, time, how to get drawings, etc.) to subcontractors and suppliers
 - b. Establish schedule expectations for the project
 - c. Communicate requirements for insurance, safety, warranty, liquidated damages, cleaning, etc.
 - d. Inform the bidders of the legal requirements of the project, such as permission to fax sales tax rates, hiring practices, prevailing wages, etc.

- e. Establish procedures for handling substitutes materials and alternates
- f. Review the contract that will be used and specify contractual requirements, such as payment terms and change order mark ups and percentages

SECTION 5: M/WBE PARTICIPATION; MAINTAINING COMMITMENTS

- A. When issuing each work package for bid under the Contract, the Contractor will make a good faith effort to meet or exceed the goal percentage of M/WBE participation which it has identified for that package. The minimum level of these efforts is specified in § 28-62(b), D.R.M.C. and Rule VII(B). They may include, but will not be limited to, the outreach activities identified in Section 4 above.
- B. When requested by DSBO, the Contractor will submit bid packages to DSBO for review and comment. When requested by DSBO, the Contractor will submit bid tabulation sheets to DSBO for review.
- C. The Contractor will report to DSBO the total M/WBE participation obtained for each bid package. No later than 5 days after issuing Notice to Proceed for such work, the Contractor will submit to DSBO, for each M/WBE subcontractor or supplier with whom it contracts, a Letter of Intent and other documentation, in accordance with Section _ below.
- D. The Contractor will document its efforts to obtain M/WBE participation for each work package, and submit such documentation to DSBO upon request by DSBO at any time. The Contractor acknowledges that it may meet or exceed a percentage goal for M/WBE participation on one or more work packages, but fall short of meeting the participation goal for the total construction contract amount. Therefore the Contractor must be able to demonstrate its good faith effort, consistent with § 28-62(b), D.R.M.C., to obtain M/WBE participation for each bid package under the contract, except for bid packages which are subject to a “modified good faith effort” under § 28-75(c), D.R.M.C., in which case the Contractor must be able to demonstrate its compliance with the requirements of § 28-75(c), D.R.M.C. Sections 28-62(b) and 28-75(c), D.R.M.C., are attached to this Compliance Plan as Attachment 1, for convenient reference.
- E. The M/WBE participation percentage will be calculated by dividing the total value of the M/WBE participation by the total contract amount for the project, including all change orders. The Contractor will count M/WBE participation according to the M/WBE Ordinance, including § 28-63, D.R.M.C., and Rule VII(C).
- F. As required by D.R.M.C. § 28-73, the Contractor shall immediately inform the DSBO in writing of any agreed-upon increase or decrease in the scope of work of the Contract, regardless of whether it has been reduced to writing at the time of notification. Any increase in the scope of work which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MBE or

WBE under any subcontract, shall be contemporaneously submitted to the DSBO. Those changes to the scope of work that cannot be performed by existing project participants (the Contractor, subcontractors, suppliers, etc.) shall be subject to a goal for MBEs and WBEs equal to the original committed goal. The Contractor shall satisfy the goal for the changed scope of work by soliciting new MBEs or WBEs in accordance with § 28-60, D.R.M.C, and it must show each element of modified good faith that is stated in § 28-75(c), D.R.M.C. The Contractor shall provide to the Director the documentation described in § 28-75(c) with respect to the increased dollar value of the contract..

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

SECTION 6: COMPLIANCE DOCUMENTS AND REPORTING

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

1. Prime contractor background information form*
2. DSBO Schedule of Work form*
3. Subcontractor background information form for all subcontractors*
4. M/WBE Letters of Intent
5. Monthly contractor's certification of payment forms (participation report)
6. DSBO change order forms
7. M/WBE final lien release forms
8. B2G online payment verification

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

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

1. Dates of solicitation
2. Names, addresses and telephone numbers of all M/WBE firms contacted.
3. Description of efforts make to contact M/WBE firms.
4. Description of information provided to M/WBE firms.
5. Description of the process and outcome.
6. Advertisements soliciting bids from M/WBE firms in local community publications or construction industry related publications.

7. Schedules of prebid meetings to inform M/WBE and non-M/WBE subcontractors and suppliers of opportunities to participate.
8. Evidence that the Contractor provided M/WBE subcontractors and suppliers necessary access to and adequate time to review all project documents.
9. All other documentation required to establish the Contractor's compliance with the good faith efforts required by City ordinance, specifically the items enumerated in subsections 28-62(b)(2) through 28-62(b)(10). D.R.M.C.

SECTION 7: PLAN ADMINISTRATION; MONITORING; CLOSEOUT

- A. DSBO shall have prompt, full and complete access to all Contractor and subcontractor personnel, books and records required to monitor and assure performance of this Compliance Plan.
- B. The Contractor's personnel identified in Section 2 above, will be responsible for administering and monitoring the Contractor's performance of this Compliance Plan.
- C. Actual M/WBE participation will be calculated in accordance with the M/WBE Ordinance, including § 28-63, D.R.M.C., and applicable Rules. The Contractor will submit to DSBO a monthly tracking report demonstrating the M/WBE participation that has been achieved. .
- D. The following milestones for review and reconciliation of M/WBE participation will be observed during the contract: 25, 50, 75 and 100% of construction, substantial completion.
- E. The Contractor acknowledges that the City may impose monetary penalties and/or withhold payment in the event of Contractor's non-compliance with the M/WBE Ordinance and this Compliance Plan.
- F. The Contractor will use the following methodology for final reconciliation of M/WBE participation performance achieved during the Contract term, measured against the established project goal. The Contractor will present copies of all signed DSBO Final Lien Release forms for MWBE firms utilized for participation on the Contract. DSBO will compare the Final Monthly Participation Report submitted by the Contractor to determine if the Final Lien Release dollar figures match what is contained within the Final Monthly Participation Report. Final Compliance shall be achieved when the Contractor establishes to the Director's satisfaction, that it has remitted payments to M/WBE firms utilized on the Project; that it utilized M/WBE firms in accordance with each such firm's Letter of Intent; and that the amount of payments to M/WBE firms equals or exceeds the assigned M/WBE goal for the total amount of the Contract. Failure to achieve final compliance may subject the Contractor to sanctions, in accordance with D.R.M.C, Section 28-77. As provided in such ordinance, sanctions may include, but are not limited to, assessment by the Director of a monetary penalty against the Contractor in an amount not more than 150% of the contract amount for each MBE or WBE involved.

Any such monetary penalty leveled by the Director shall be withheld from the final payment due to the Contractor, and any amount that remains due and owing to the City may be collected pursuant to D.R.M.C., Section 28-77. The Contractor may seek review of any such determination by the Director to levy sanctions through the dispute resolution process set forth in the Construction Contract.

SECTION 8: NON-COMPLIANCE; SANCTIONS; REMEDIATION PLAN

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

SECTION 9: MEDIATION

The Contractor will provide a process to resolve disputes that occur between a MBE or WBE and any non-M/WBE subcontractors or suppliers under the Contract. The Contractor will document

such disputes and inform DSBO of the steps the Contractor plans to take to resolve the dispute. The Contractor may ask DSBO to assist in the resolution process it has developed. The Contractor will document and notify DSBO if those disputes have been resolved and inform DSBO of any disputes it was unable to resolve. DSBO will notify the Contractor of any complaints received by DSBO from M/WBE firms regarding a dispute they are experiencing with either a subcontractor or the Contractor.

IN WITNESS WHEREOF, Contractor has executed and agrees to abide by the terms of this Compliance Plan as of the 21 day of July, 2017.

Contractor

By: *[Signature]*

Notary: Kimberly Williams
Date: *7/21/2017*

KIMBERLY WILLIAMS NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20024029602 MY COMMISSION EXPIRES 09/12/2018

ATTACHMENT 1

EXCERPTS FROM DENVER REVISED MUNICIPAL CODE

Sections 28-62(b) and 28-75(c), D.R.M.C

Sec. 28-62. Same--Good faith efforts.

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

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

the contract, including bonding and insurance requirements, if any, to assist them in responding to a solicitation.

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

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

(c) The following modified good faith requirements shall apply to sections 28-72 and 28-73. In the event that a contractor or consultant must add or replace an MBE or WBE



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

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

## Exhibit P

Exhibit P – Rules and Regulations Regarding Equal Opportunity

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

**APPENDIX A**

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Each Contractor will comply with all provisions of Article III, Division 2 of Chapter 28 of the Revised Municipal Code, and the rules, regulations, and relevant orders of the Executive Director and the Director.
5. The Contractor will furnish all information and reports required by Article III, Division 2 of Chapter 28 of the Revised Municipal Code, and by rules, regulations and orders of the Executive Director and Director or pursuant thereto, and will permit access to his books, records, and accounts by the Executive Director, Director, or their designee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts in accordance with procedures authorized in Article III, Division 2, Chapter 28 of the Revised Municipal Code, or by rules, regulations, or order of the Executive Director.
  
7. The Contractor will include Regulation 12, Paragraph 2 and the provisions of paragraphs (1) through (6) in every subcontract of purchase order unless exempted by rules, regulations, or orders of the Executive Director issued pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code, so that such provisions will be binding on each subcontractor or supplier. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

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

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

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

**APPENDIX F**

**AFFIRMATIVE ACTION REQUIREMENTS**

**EQUAL EMPLOYMENT OPPORTUNITY**

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

**NOTICE**

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

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

/s/ \_\_\_\_\_

Executive Director of Public Works  
City and County of Denver

**A. REQUIREMENTS - AN AFFIRMATIVE ACTION PLAN:**

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

**1. GOALS AND TIMETABLES:**

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

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

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

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

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

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

**2. SPECIFIC AFFIRMATIVE ACTION STEPS:**

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

- a. The Contractor should have notified minority and female organizations when employment opportunities were available and should have maintained records of the organization's response.
- b. The Contractor should have maintained a file of the names and addresses of each minority and female referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the Contractor, the reasons. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred, not employed by the Contractor, the file should have documented this and their reasons.
- c. The Contractor should have promptly notified the Department of Public Works, and the Division of Small Business Opportunity when the union or unions with which the Contractor has collective bargaining agreements did not refer to the contractor a minority or female sent by the contractor, or when the Contractor has other information that the union referral process has impeded efforts to meet its goals.
- d. The Contractor should have disseminated its EEO policy within its organization by including it in any employee handbook or policy manual; by publicizing it in company newspapers and annual reports and by advertising such policy at reasonable intervals in union publications. The EEO policy should be further disseminated by conducting staff meetings to explain and discuss the policy; by posting of the policy; and by review of the policy with minority and female employees.
- e. The Contractor should have disseminated its EEO policy externally by informing and discussing it with all recruitment sources; by advertising in news media, specifically including minority and female news media; and by notifying and discussing it with all subcontractors.
- f. The Contractor should have made both specific and reasonably recurrent written and oral recruitment efforts. Such efforts should have been directed at minority and female organizations, schools with substantial minority and female enrollment, and minority and female recruitment and training organizations within the Contractor's recruitment area.

- g. The Contractor should have evidence available for inspection that all tests and other selection techniques used to select from among candidates for hire, transfer, promotion, training, or retention are being used in a manner that does not violate the OFCCP Testing Guidelines in 41 CFR Part 60-3.
- h. The Contractor should have made sure that seniority practices and job classifications do not have a discriminatory effect.
- i. The Contractor should have made certain that all facilities are not segregated by race.
- j. The Contractor should have continually monitored all personnel activities to ensure that its EEO policy was being carried out including the evaluation of minority and female employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.
- k. The Contractor should have solicited bids for subcontracts from available minority and female subcontractors engaged in the trades covered by these Bid Conditions, including circulation of minority and female contractor associations.

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

**3. NON - DISCRIMINATION:**

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

**4. COMPLIANCE AND ENFORCEMENT:**

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

**B. CONTRACTORS SUBJECT TO THESE BID CONDITIONS:**

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



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

**C. OBLIGATIONS APPLICABLE TO CONTRACTORS:**

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

**D. GENERAL REQUIREMENTS:**

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

1. Contractors hereby agree to refrain from entering into any contract or contract modification subject to Article III, Division 2, Chapter 28 of the Revised Municipal Code

with a contractor debarred from, or who is determined not to be a "responsive" bidder for the City and County of Denver contracts pursuant to the Ordinance.

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

## Exhibit Q

## Exhibit Q

### Environmental Requirements

Contractor shall perform, or cause to be performed, all work under the Contract in compliance with all applicable federal, state, and local laws (Denver Revised Municipal Code, Denver Charter, & Executive Orders), including all applicable rules and regulations and guidance documents as well as required licenses and permits. Applicable requirements include, but are not limited to:

- 40 CFR 82, Subpart F, Recycling and Emissions Reduction
- 40 CFR Subpart E, Appendix C
- 40 CFR 761 Polychlorinated Biphenyls
- 40 CFR 763 Subpart G, Asbestos Worker Protection
- 40 CFR Part 61 Subpart M, National Emission Standard for Asbestos
- 29 CFR 1910 Occupational Safety and Health Standards
- 29 CFR 1926 Safety and Health Regulations for Construction
- 5 CCR 1001 Air Quality Control Commission
- 5 CCR 1001-10 Regulation No. 8 Control of Hazardous Air Pollutants, Part B Asbestos Control
- 5 CCR 1002-61 Colorado Discharge Permit System
- 5 CCR 1002-65 Regulation Controlling Discharge to Storm Sewers
- 6 CCR 1007-2, Part 1 Solid Waste Disposal Sites and Facilities
- 6 CCR 1007-2, Part 1, Section 5 Asbestos Waste Management
- 6 CCR 1007-2, Part 1, Section 5.5 Management of Regulated Asbestos-Contaminated Soil
- 6 CCR 1007-3 Hazardous Waste
- 6 CCR 1007-3, Part 273 Hazardous Waste- Standards for Universal Waste Management
- 6 CCR 1007-3, Part 279 Hazardous Waste- Standards for the Management of Used Oil
- 7 CCR 1101-14 Underground storage Tanks and Aboveground Storage Tanks
- 7 CCR 1101-15 Liquefied Petroleum Gas Regulations
- Contractor Managing Asbestos in Place – EPA 20T-2003 A Building Owner’s Guide to Operations and Maintenance Programs for Asbestos Containing Materials
- National Fire Protection Association NFPA 241: *Safeguarding Building Construction and Demolition Operations*
- Denver Fire Department, Fire Prevention Bureau’s permitting and fire code regulations
- Executive Order No. 115- *Required Use of Denver-Arapahoe Disposal Site (Landfill)*
- Executive Order No. 109 - Implementation of City Polity and Procedures for the Operation of City-Owned Aboveground and Underground Storage Tanks
- Denver Revised Municipal Code, Chapter 36 – Noise Control
- PWRR-017.2 City and County of Denver Public Works Rule and Regulations Governing Sewerage Charges and Fees and Management of Wastewater

## Exhibit R

| <p style="text-align: center;"><b>"Exhibit R"</b><br/><b><u>INTEGRATED DEMOLITION FEE STRUCTURE</u></b><br/><b>DENVER, COLORADO</b></p> |                                                                | <p style="writing-mode: vertical-rl; transform: rotate(180deg);"><b>Project and Property<br/>Management Services<br/>Work Order</b></p> | <p style="text-align: center;"><b>Demolition and<br/>Abatement Work Order</b></p> |                                                                  |                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------|-------------------------------------------------------------------|
|                                                                                                                                         |                                                                |                                                                                                                                         | <p style="text-align: center;"><b>Fee</b></p>                                     | <p style="text-align: center;"><b>General<br/>Conditions</b></p> | <p style="text-align: center;"><b>Direct Cost of<br/>Work</b></p> |
| <b>A.</b>                                                                                                                               | <b>PROJECT MANAGEMENT</b>                                      |                                                                                                                                         |                                                                                   |                                                                  |                                                                   |
| 1                                                                                                                                       | Set-Up Work Order Procedure                                    | x                                                                                                                                       |                                                                                   |                                                                  |                                                                   |
| 2                                                                                                                                       | Develop Work Order Packages                                    | x                                                                                                                                       |                                                                                   |                                                                  |                                                                   |
| 3                                                                                                                                       | Site Use Recommendations                                       | x                                                                                                                                       |                                                                                   |                                                                  |                                                                   |
| 4                                                                                                                                       | Material Selection Recommendations                             | x                                                                                                                                       |                                                                                   |                                                                  |                                                                   |
| 5                                                                                                                                       | Demolition Feasibility Recommendations                         | x                                                                                                                                       |                                                                                   |                                                                  |                                                                   |
| 6                                                                                                                                       | Demolition Scheduling Recommendations                          | x                                                                                                                                       |                                                                                   |                                                                  |                                                                   |
| 7                                                                                                                                       | Informal Value Engineering                                     | x                                                                                                                                       |                                                                                   |                                                                  |                                                                   |
| 8                                                                                                                                       | Labor Availability Review                                      | x                                                                                                                                       |                                                                                   |                                                                  |                                                                   |
| 9                                                                                                                                       | Material Availability Review                                   | x                                                                                                                                       |                                                                                   |                                                                  |                                                                   |
| 10                                                                                                                                      | Equipment Availability Review                                  | x                                                                                                                                       |                                                                                   |                                                                  |                                                                   |
| 11                                                                                                                                      | Subcontractor Availability Review                              | x                                                                                                                                       |                                                                                   |                                                                  |                                                                   |
| 12                                                                                                                                      | Demolition, Logistical & Execution Plans                       | x                                                                                                                                       |                                                                                   |                                                                  |                                                                   |
|                                                                                                                                         |                                                                |                                                                                                                                         |                                                                                   |                                                                  |                                                                   |
| <b>B.</b>                                                                                                                               | <b>PROJECT COST CONTROL</b>                                    |                                                                                                                                         |                                                                                   |                                                                  |                                                                   |
| 1                                                                                                                                       | Demolition & Abatement Cost Budgets                            | x                                                                                                                                       |                                                                                   |                                                                  |                                                                   |
| 2                                                                                                                                       | Work Order Cost Estimate                                       | x                                                                                                                                       |                                                                                   |                                                                  |                                                                   |
| 3                                                                                                                                       | Work Order Proposals                                           | x                                                                                                                                       |                                                                                   |                                                                  |                                                                   |
| 4                                                                                                                                       | Bid Package Estimates                                          | x                                                                                                                                       |                                                                                   |                                                                  |                                                                   |
| 5                                                                                                                                       | Verify Correctness of Quantities & Prices of All Work Orders   | x                                                                                                                                       |                                                                                   |                                                                  |                                                                   |
| 6                                                                                                                                       | Cash Flow Projections (Monthly)                                |                                                                                                                                         | x                                                                                 |                                                                  |                                                                   |
| 7                                                                                                                                       | Material Surveys & Trade Contractor Estimates                  | x                                                                                                                                       |                                                                                   |                                                                  |                                                                   |
| 8                                                                                                                                       | Set-Up Cost Accounting                                         |                                                                                                                                         | x                                                                                 |                                                                  |                                                                   |
| 9                                                                                                                                       | Set-Up Reporting Methods                                       |                                                                                                                                         | x                                                                                 |                                                                  |                                                                   |
| 10                                                                                                                                      | Set-Up Payment Procedure                                       |                                                                                                                                         | x                                                                                 |                                                                  |                                                                   |
| 11                                                                                                                                      | Set-Up Change Order Procedure                                  |                                                                                                                                         | x                                                                                 |                                                                  |                                                                   |
| 12                                                                                                                                      | Prepare Change Order Cost Estimates                            | x                                                                                                                                       |                                                                                   |                                                                  |                                                                   |
| 13                                                                                                                                      | Verify Correctness of Quantities & Prices of All Change Orders | x                                                                                                                                       |                                                                                   |                                                                  |                                                                   |
| 14                                                                                                                                      | Continued Project Cost Monitoring                              |                                                                                                                                         | x                                                                                 |                                                                  |                                                                   |
|                                                                                                                                         |                                                                |                                                                                                                                         |                                                                                   |                                                                  |                                                                   |
| <b>C.</b>                                                                                                                               | <b>PROJECT SCHEDULING</b>                                      |                                                                                                                                         |                                                                                   |                                                                  |                                                                   |
| 1                                                                                                                                       | Pre-Demolition Activity Schedule (Bar Chart)                   | x                                                                                                                                       |                                                                                   |                                                                  |                                                                   |
| 2                                                                                                                                       | Demolition & Abatement Activity Schedule (CPM Set-Up)          | x                                                                                                                                       |                                                                                   |                                                                  |                                                                   |
| 3                                                                                                                                       | Activity Schedule w/ Milestones (CPM Updates)                  | x                                                                                                                                       |                                                                                   |                                                                  |                                                                   |
| 4                                                                                                                                       | Shop Drawing & Submittal Schedule / Procedure                  | x                                                                                                                                       |                                                                                   |                                                                  |                                                                   |
|                                                                                                                                         |                                                                |                                                                                                                                         |                                                                                   |                                                                  |                                                                   |
| <b>D.</b>                                                                                                                               | <b>SUBCONTRACTOR SELECTION / PURCHASING</b>                    |                                                                                                                                         |                                                                                   |                                                                  |                                                                   |
| 1                                                                                                                                       | Set Subcontractor Qualification Criteria                       | x                                                                                                                                       |                                                                                   |                                                                  |                                                                   |
| 2                                                                                                                                       | Recommend Subcontractor Selection Methods                      | x                                                                                                                                       |                                                                                   |                                                                  |                                                                   |
| 3                                                                                                                                       | Recommend Subcontractor Award Methods                          | x                                                                                                                                       |                                                                                   |                                                                  |                                                                   |
| 4                                                                                                                                       | Develop Subcontractor Interest                                 | x                                                                                                                                       |                                                                                   |                                                                  |                                                                   |
| 5                                                                                                                                       | Prepare Bidding Schedules                                      | x                                                                                                                                       |                                                                                   |                                                                  |                                                                   |
| 6                                                                                                                                       | Issue Bid Packages                                             | x                                                                                                                                       |                                                                                   |                                                                  |                                                                   |
| 7                                                                                                                                       | Receive Bids                                                   | x                                                                                                                                       |                                                                                   |                                                                  |                                                                   |

| <p style="text-align: center;"><b>"Exhibit R"</b><br/><b><u>INTEGRATED DEMOLITION FEE STRUCTURE</u></b><br/><b>DENVER, COLORADO</b></p> |                                                                    | <p style="writing-mode: vertical-rl; transform: rotate(180deg);"><b>Project and Property<br/>Management Services<br/>Work Order</b></p> | <p style="text-align: center;"><b>Demolition and<br/>Abatement Work Order</b></p> |                                                                  |                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------|---------------------------------------------------------------|
|                                                                                                                                         |                                                                    |                                                                                                                                         | <p style="text-align: center;"><b>Fee</b></p>                                     | <p style="text-align: center;"><b>General<br/>Conditions</b></p> | <p style="text-align: center;"><b>Direct Cost of Work</b></p> |
| 8                                                                                                                                       | Analyze Bids                                                       | x                                                                                                                                       |                                                                                   |                                                                  |                                                               |
| 9                                                                                                                                       | Recommend Award                                                    | x                                                                                                                                       |                                                                                   |                                                                  |                                                               |
| 10                                                                                                                                      | Prepare Subcontracts & Supplier Contracts                          |                                                                                                                                         | x                                                                                 |                                                                  |                                                               |
| 11                                                                                                                                      | Prepare Subcontractor Change Orders                                | x                                                                                                                                       |                                                                                   |                                                                  |                                                               |
| 12                                                                                                                                      | Verify Correctness of Quantities & Prices of All Sub Change Orders | x                                                                                                                                       |                                                                                   |                                                                  |                                                               |
| <b>E. CONTRACT DOCUMENT COORDINATION</b>                                                                                                |                                                                    |                                                                                                                                         |                                                                                   |                                                                  |                                                               |
| 1                                                                                                                                       | Demolition Process Review & Recommendations                        | x                                                                                                                                       |                                                                                   |                                                                  |                                                               |
| 2                                                                                                                                       | Responsibility For Temporary Facilities                            | x                                                                                                                                       |                                                                                   | x                                                                |                                                               |
| 3                                                                                                                                       | Review For Inclusion of All Work                                   | x                                                                                                                                       | x                                                                                 |                                                                  |                                                               |
| 4                                                                                                                                       | Review For Adequately Phased Demolition & Abatement                | x                                                                                                                                       | x                                                                                 |                                                                  |                                                               |
| 5                                                                                                                                       | Apply For Building / Demolition Permits                            | x                                                                                                                                       |                                                                                   |                                                                  |                                                               |
| 6                                                                                                                                       | Obtain Building / Demolition Permits                               |                                                                                                                                         |                                                                                   | x                                                                |                                                               |
| 7                                                                                                                                       | Neighborhood Notifications (as required)                           | x                                                                                                                                       |                                                                                   |                                                                  |                                                               |
| <b>F. GENERAL CONTRACTOR OFF-SITE STAFF &amp; SERVICES</b>                                                                              |                                                                    |                                                                                                                                         |                                                                                   |                                                                  |                                                               |
| 1                                                                                                                                       | Corporate Executives                                               |                                                                                                                                         | x                                                                                 |                                                                  |                                                               |
| 2                                                                                                                                       | Principal In Charge                                                |                                                                                                                                         | x                                                                                 |                                                                  |                                                               |
| 3                                                                                                                                       | Project Executive                                                  |                                                                                                                                         | x                                                                                 |                                                                  |                                                               |
| 4                                                                                                                                       | Operations Manager                                                 |                                                                                                                                         | x                                                                                 |                                                                  |                                                               |
| 5                                                                                                                                       | Project Manager                                                    | x                                                                                                                                       |                                                                                   |                                                                  |                                                               |
| 6                                                                                                                                       | Project Engineer                                                   | x                                                                                                                                       |                                                                                   |                                                                  |                                                               |
| 7                                                                                                                                       | Mechanical & Electrical Coordinator                                | x                                                                                                                                       |                                                                                   | x                                                                |                                                               |
| 8                                                                                                                                       | Safety Manager / Field Audit                                       | x                                                                                                                                       |                                                                                   | x                                                                |                                                               |
| 9                                                                                                                                       | EEO Officer                                                        |                                                                                                                                         | x                                                                                 |                                                                  |                                                               |
| 10                                                                                                                                      | Human Resources                                                    |                                                                                                                                         | x                                                                                 |                                                                  |                                                               |
| 11                                                                                                                                      | Secretarial                                                        |                                                                                                                                         | x                                                                                 |                                                                  |                                                               |
| 12                                                                                                                                      | Project Estimating                                                 | x                                                                                                                                       |                                                                                   |                                                                  |                                                               |
| 13                                                                                                                                      | Project Accounting                                                 |                                                                                                                                         | x                                                                                 |                                                                  |                                                               |
| 14                                                                                                                                      | Project Data Processing                                            |                                                                                                                                         | x                                                                                 |                                                                  |                                                               |
| 15                                                                                                                                      | Project Scheduling                                                 | x                                                                                                                                       |                                                                                   |                                                                  |                                                               |
| 16                                                                                                                                      | Project Purchasing                                                 | x                                                                                                                                       |                                                                                   |                                                                  |                                                               |
| 17                                                                                                                                      | Travel Expenses                                                    |                                                                                                                                         | x                                                                                 |                                                                  |                                                               |
| 18                                                                                                                                      | Parking Expense                                                    |                                                                                                                                         | x                                                                                 |                                                                  |                                                               |
| <b>G. GENERAL CONTRACTOR ON-SITE STAFF &amp; SERVICES</b>                                                                               |                                                                    |                                                                                                                                         |                                                                                   |                                                                  |                                                               |
| 1                                                                                                                                       | Project Manager(s)                                                 | x                                                                                                                                       |                                                                                   |                                                                  |                                                               |
| 2                                                                                                                                       | Project Superintendent(s)                                          |                                                                                                                                         |                                                                                   | x                                                                |                                                               |
| 3                                                                                                                                       | Assistant Superintendent(s) (as required)                          |                                                                                                                                         |                                                                                   | x                                                                |                                                               |
| 4                                                                                                                                       | Project Engineer(s) (as required)                                  | x                                                                                                                                       |                                                                                   |                                                                  |                                                               |
| 5                                                                                                                                       | Field Engineer(s) (as required)                                    |                                                                                                                                         |                                                                                   | x                                                                |                                                               |
| 6                                                                                                                                       | Mechanical & Electrical Coordinator(s) (as required)               |                                                                                                                                         |                                                                                   | x                                                                |                                                               |
| 7                                                                                                                                       | Quality Control Engineer (As Required)                             |                                                                                                                                         |                                                                                   | x                                                                |                                                               |
| 8                                                                                                                                       | Project Assistant / Clerk / Typist (as required)                   |                                                                                                                                         |                                                                                   | x                                                                |                                                               |

| <p style="text-align: center;"><b>"Exhibit R"</b><br/><b><u>INTEGRATED DEMOLITION FEE STRUCTURE</u></b><br/><b>DENVER, COLORADO</b></p> |                                                           | <p style="writing-mode: vertical-rl; transform: rotate(180deg);"><b>Project and Property<br/>Management Services<br/>Work Order</b></p> | <p style="text-align: center;"><b>Demolition and<br/>Abatement Work Order</b></p> |                                                                  |                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------|-------------------------------------------------------------------|
|                                                                                                                                         |                                                           |                                                                                                                                         | <p style="text-align: center;"><b>Fee</b></p>                                     | <p style="text-align: center;"><b>General<br/>Conditions</b></p> | <p style="text-align: center;"><b>Direct Cost<br/>of Work</b></p> |
| 9                                                                                                                                       | Safety Engineer (As Required)                             |                                                                                                                                         |                                                                                   | X                                                                |                                                                   |
| 10                                                                                                                                      | Field Accounting (if required)                            |                                                                                                                                         | X                                                                                 |                                                                  |                                                                   |
| 11                                                                                                                                      | Data Processing (if required)                             |                                                                                                                                         | X                                                                                 |                                                                  |                                                                   |
| 12                                                                                                                                      | Field Engineering & Layout                                |                                                                                                                                         |                                                                                   | X                                                                |                                                                   |
| 13                                                                                                                                      | Registered Surveyor (if required)                         |                                                                                                                                         |                                                                                   |                                                                  | X                                                                 |
| 14                                                                                                                                      | Travel Expenses                                           | X                                                                                                                                       |                                                                                   | X                                                                |                                                                   |
| 15                                                                                                                                      |                                                           | X                                                                                                                                       |                                                                                   | X                                                                |                                                                   |
| <b>H. QUALITY CONTROL / WARRANTY</b>                                                                                                    |                                                           |                                                                                                                                         |                                                                                   |                                                                  |                                                                   |
| 1                                                                                                                                       | Develop & Submit Quality Control Plan                     | X                                                                                                                                       |                                                                                   |                                                                  |                                                                   |
| 2                                                                                                                                       | Quality Control Responsibility                            |                                                                                                                                         | X                                                                                 |                                                                  |                                                                   |
| 3                                                                                                                                       | Quality Control Inspection Responsibility                 |                                                                                                                                         | X                                                                                 |                                                                  |                                                                   |
| 4                                                                                                                                       | Compaction Testing                                        |                                                                                                                                         |                                                                                   |                                                                  | X                                                                 |
| 5                                                                                                                                       | Environmental Testing                                     |                                                                                                                                         |                                                                                   |                                                                  | X                                                                 |
| 6                                                                                                                                       | Environmental Inspection                                  |                                                                                                                                         |                                                                                   |                                                                  | X                                                                 |
| 7                                                                                                                                       | Environmental Cleanup Coordination / Gov't. Documentation |                                                                                                                                         |                                                                                   |                                                                  | X                                                                 |
| 8                                                                                                                                       | Special Testing Services                                  |                                                                                                                                         |                                                                                   |                                                                  | X                                                                 |
| 9                                                                                                                                       | Project Progress Photographs                              |                                                                                                                                         |                                                                                   | X                                                                |                                                                   |
| 10                                                                                                                                      | Prepare Preventive Maintenance Manual                     |                                                                                                                                         |                                                                                   | X                                                                | X                                                                 |
| 11                                                                                                                                      | Drug Testing & Screening (Field Personnel)                |                                                                                                                                         | X                                                                                 |                                                                  |                                                                   |
| 12                                                                                                                                      | Warranty Inspections Coordination                         |                                                                                                                                         | X                                                                                 |                                                                  |                                                                   |
| 13                                                                                                                                      | Warranty Service Cost Reserves                            |                                                                                                                                         | X                                                                                 |                                                                  |                                                                   |
| 14                                                                                                                                      | Prepare Punch List(s)                                     |                                                                                                                                         |                                                                                   | X                                                                |                                                                   |
| 15                                                                                                                                      | Approve Punch List(s)                                     |                                                                                                                                         |                                                                                   | X                                                                |                                                                   |
| <b>I. TEMPORARY FACILITIES</b>                                                                                                          |                                                           |                                                                                                                                         |                                                                                   |                                                                  |                                                                   |
| 1                                                                                                                                       | Temporary Field Office Facility                           |                                                                                                                                         |                                                                                   | X                                                                |                                                                   |
| 2                                                                                                                                       | Field Office Furniture & Equipment                        |                                                                                                                                         |                                                                                   | X                                                                |                                                                   |
| 3                                                                                                                                       | Field Office Copier(s)                                    |                                                                                                                                         |                                                                                   | X                                                                |                                                                   |
| 4                                                                                                                                       | Field Office Fax Machine(s)                               |                                                                                                                                         |                                                                                   | X                                                                |                                                                   |
| 5                                                                                                                                       | Field Office Computer(s) & Software                       |                                                                                                                                         |                                                                                   | X                                                                |                                                                   |
| 6                                                                                                                                       | Field Office Supplies                                     |                                                                                                                                         |                                                                                   | X                                                                |                                                                   |
| 7                                                                                                                                       | Storage Trailers / Sheds                                  |                                                                                                                                         |                                                                                   | X                                                                |                                                                   |
| 8                                                                                                                                       | Field Office Equipment Maintenance & Repairs              |                                                                                                                                         |                                                                                   | X                                                                |                                                                   |
| 9                                                                                                                                       | Project Sign                                              |                                                                                                                                         |                                                                                   | X                                                                |                                                                   |
| 10                                                                                                                                      | Directional / Warning Signs                               |                                                                                                                                         |                                                                                   | X                                                                |                                                                   |
| 11                                                                                                                                      | Bulletin Boards                                           |                                                                                                                                         |                                                                                   | X                                                                |                                                                   |
| 12                                                                                                                                      | Potable Drinking Water / Ice / Cups                       |                                                                                                                                         |                                                                                   | X                                                                |                                                                   |
| 13                                                                                                                                      | Temporary Toilets / Sanitary Sewer                        |                                                                                                                                         |                                                                                   | X                                                                |                                                                   |
| 14                                                                                                                                      | Temporary Fencing                                         | X                                                                                                                                       |                                                                                   | X                                                                |                                                                   |
| 15                                                                                                                                      | Barricades                                                |                                                                                                                                         |                                                                                   | X                                                                |                                                                   |
| 16                                                                                                                                      | Covered Walkways                                          |                                                                                                                                         |                                                                                   | X                                                                |                                                                   |
| 17                                                                                                                                      | Safety Equipment                                          |                                                                                                                                         |                                                                                   | X                                                                |                                                                   |
| 18                                                                                                                                      | First Aid Station & Supplies                              |                                                                                                                                         |                                                                                   | X                                                                |                                                                   |



| <p style="text-align: center;"><b>"Exhibit R"</b><br/><b><u>INTEGRATED DEMOLITION FEE STRUCTURE</u></b><br/><b>DENVER, COLORADO</b></p> |                                                         | <p style="writing-mode: vertical-rl; transform: rotate(180deg);"><b>Project and Property Management Services Work Order</b></p> | <p style="text-align: center;"><b>Demolition and Abatement Work Order</b></p> |                                                              |                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|--------------------------------------------------------------|---------------------------------------------------------------|
|                                                                                                                                         |                                                         |                                                                                                                                 | <p style="text-align: center;"><b>Fee</b></p>                                 | <p style="text-align: center;"><b>General Conditions</b></p> | <p style="text-align: center;"><b>Direct Cost of Work</b></p> |
| 19                                                                                                                                      | Handrails / Toe Boards / Opening Protection             |                                                                                                                                 |                                                                               | X                                                            |                                                               |
| 20                                                                                                                                      | Safety Nets                                             |                                                                                                                                 |                                                                               | X                                                            |                                                               |
| 21                                                                                                                                      | Temporary Stairs                                        |                                                                                                                                 |                                                                               | X                                                            |                                                               |
| 22                                                                                                                                      | Fire Extinguishers                                      |                                                                                                                                 |                                                                               | X                                                            |                                                               |
| 23                                                                                                                                      | Flagman / Traffic Control                               |                                                                                                                                 |                                                                               | X                                                            |                                                               |
| 24                                                                                                                                      | Job Hauling Charges                                     |                                                                                                                                 |                                                                               |                                                              | X                                                             |
| 25                                                                                                                                      | Temporary Parking for Property Management craftspersons | X                                                                                                                               |                                                                               |                                                              |                                                               |
| <b>J. TEMPORARY UTILITIES</b>                                                                                                           |                                                         |                                                                                                                                 |                                                                               |                                                              |                                                               |
| 1                                                                                                                                       | Cellular Phone Charges                                  | X                                                                                                                               |                                                                               | X                                                            |                                                               |
| 2                                                                                                                                       | Temporary Electrical Service / Distribution             |                                                                                                                                 |                                                                               | X                                                            |                                                               |
| 3                                                                                                                                       | Temporary Electrical Wiring & Lighting                  |                                                                                                                                 |                                                                               | X                                                            |                                                               |
| 4                                                                                                                                       | Lightbulbs & Temp Electrical Maintenance                |                                                                                                                                 |                                                                               | X                                                            |                                                               |
| 5                                                                                                                                       | Electrical Power Consumption Expense                    |                                                                                                                                 |                                                                               | X                                                            |                                                               |
| 6                                                                                                                                       | Temporary Water Service / Distribution                  |                                                                                                                                 |                                                                               | X                                                            |                                                               |
| 7                                                                                                                                       | Temporary Water Consumption Expense                     |                                                                                                                                 |                                                                               | X                                                            |                                                               |
| 8                                                                                                                                       | Temporary Gas Service / Distribution                    |                                                                                                                                 |                                                                               | X                                                            |                                                               |
| 9                                                                                                                                       | Temporary Gas Service Consumption Expense               |                                                                                                                                 |                                                                               | X                                                            |                                                               |
| <b>K. CLEAN-UP</b>                                                                                                                      |                                                         |                                                                                                                                 |                                                                               |                                                              |                                                               |
| 1                                                                                                                                       | Daily Clean-Up / Property Maintenance Clean-Up          | X                                                                                                                               |                                                                               | X                                                            | X                                                             |
| 2                                                                                                                                       | Final Clean-Up                                          |                                                                                                                                 |                                                                               | X                                                            | X                                                             |
| 3                                                                                                                                       | Debris Hauling / Removal                                |                                                                                                                                 |                                                                               |                                                              | X                                                             |
| 4                                                                                                                                       | Trash Chutes                                            |                                                                                                                                 |                                                                               |                                                              | X                                                             |
| 5                                                                                                                                       | Trash Dumpsters                                         | X                                                                                                                               |                                                                               |                                                              | X                                                             |
| 6                                                                                                                                       | Waste Recycling and Salvage Permits & Fees              | X                                                                                                                               |                                                                               |                                                              | X                                                             |
| 7                                                                                                                                       | Denver Arapahoe Disposal Site (DADS) Landfill Fees      | By City                                                                                                                         |                                                                               |                                                              |                                                               |
| 8                                                                                                                                       | Dust Control                                            | X                                                                                                                               |                                                                               |                                                              | X                                                             |
| <b>L. WEATHER PROTECTION / TEMPORARY HEATING</b>                                                                                        |                                                         |                                                                                                                                 |                                                                               |                                                              |                                                               |
| 1                                                                                                                                       | Remove Snow & Ice (Site)                                | X                                                                                                                               |                                                                               | X                                                            |                                                               |
| 2                                                                                                                                       | Remove Snow & Ice (Buildings)                           | X                                                                                                                               |                                                                               | X                                                            |                                                               |
| 3                                                                                                                                       | Temporary Enclosures (Buildings)                        | X                                                                                                                               |                                                                               | X                                                            |                                                               |
| 4                                                                                                                                       | Temporary Weather Protection for Sub Trades             |                                                                                                                                 |                                                                               |                                                              | X                                                             |
| 5                                                                                                                                       | Temporary Heating for Sub Trades                        |                                                                                                                                 |                                                                               |                                                              | X                                                             |
| 6                                                                                                                                       | Temporary Field Office Heating Energy Cost              |                                                                                                                                 |                                                                               | X                                                            |                                                               |
| <b>M. ON-SITE EQUIPMENT / HOISTING</b>                                                                                                  |                                                         |                                                                                                                                 |                                                                               |                                                              |                                                               |
| 1                                                                                                                                       | Automobile(s) & Fuel                                    | X                                                                                                                               |                                                                               | X                                                            |                                                               |
| 2                                                                                                                                       | Pick-Up Truck(s) & Fuel                                 | X                                                                                                                               |                                                                               | X                                                            |                                                               |
| 3                                                                                                                                       | Tires & Maintenance Cost for Equipment                  |                                                                                                                                 |                                                                               | X                                                            |                                                               |
| 4                                                                                                                                       | Hoisting Equipment & Fuel                               |                                                                                                                                 |                                                                               |                                                              | X                                                             |

| <p align="center"><b>"Exhibit R"</b><br/><b><u>INTEGRATED DEMOLITION FEE STRUCTURE</u></b><br/><b>DENVER, COLORADO</b></p> |                                                 | <p align="center">Project and Property<br/>Management Services<br/>Work Order</p> | <p align="center">Demolition and<br/>Abatement Work Order</p> |                                              |                                                   |
|----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------------|----------------------------------------------|---------------------------------------------------|
|                                                                                                                            |                                                 |                                                                                   | <p align="center">Fee</p>                                     | <p align="center">General<br/>Conditions</p> | <p align="center">Direct<br/>Cost of<br/>Work</p> |
| 5                                                                                                                          | Mobile Crane(s)                                 |                                                                                   |                                                               |                                              | X                                                 |
| 6                                                                                                                          | Crane & Hoist Operator(s)                       |                                                                                   |                                                               |                                              | X                                                 |
|                                                                                                                            |                                                 |                                                                                   |                                                               |                                              |                                                   |
| <b>N.</b>                                                                                                                  | <b>SMALL TOOLS &amp; EXPENDABLE SUPPLIES</b>    |                                                                                   |                                                               |                                              |                                                   |
| 1                                                                                                                          | Small Tools (Prime's Only)                      | X                                                                                 | X                                                             |                                              |                                                   |
| 2                                                                                                                          | Expendable Supplies (Prime's Only)              | X                                                                                 | X                                                             |                                              |                                                   |
|                                                                                                                            |                                                 |                                                                                   |                                                               |                                              |                                                   |
| <b>O.</b>                                                                                                                  | <b>REGENERATION</b>                             |                                                                                   |                                                               |                                              |                                                   |
| 1                                                                                                                          | Waste Management, Salvage or Recycle Materials  | X                                                                                 |                                                               |                                              | X                                                 |
|                                                                                                                            |                                                 |                                                                                   |                                                               |                                              |                                                   |
| <b>P.</b>                                                                                                                  | <b>DOCUMENT REPRODUCTION / PRINTING</b>         |                                                                                   |                                                               |                                              |                                                   |
| 1                                                                                                                          | Subcontractor / Supplier Prequalification Forms |                                                                                   | X                                                             |                                              |                                                   |
| 2                                                                                                                          | Bidding Instructions                            |                                                                                   | X                                                             |                                              |                                                   |
| 3                                                                                                                          | Postage & Express Delivery Costs                |                                                                                   |                                                               | X                                            | X                                                 |
| 4                                                                                                                          | Subcontract & Supplier Contract Agreement Forms |                                                                                   | X                                                             |                                              |                                                   |
| 5                                                                                                                          | Shop Drawing Reproduction                       |                                                                                   | X                                                             |                                              |                                                   |
| 6                                                                                                                          | Printing & Duplication Expense (Miscellaneous)  |                                                                                   | X                                                             |                                              |                                                   |
| 7                                                                                                                          | As-Built Documents (Mark-ups & Recording)       |                                                                                   | X                                                             |                                              |                                                   |
| 8                                                                                                                          | As-Built Documents (Computer Aided Drafting)    |                                                                                   | X                                                             |                                              |                                                   |
| 9                                                                                                                          | As-Built Documents (Printing)                   |                                                                                   | X                                                             |                                              |                                                   |
| 10                                                                                                                         | Maintenance Manuals (From Subs)                 |                                                                                   |                                                               |                                              | X                                                 |
| 11                                                                                                                         | Operation Manuals (From Subs)                   |                                                                                   |                                                               |                                              | X                                                 |
| 12                                                                                                                         | Estimating Forms                                |                                                                                   | X                                                             |                                              |                                                   |
| 13                                                                                                                         | Schedule Report Forms                           |                                                                                   | X                                                             |                                              |                                                   |
| 14                                                                                                                         | Accounting Forms                                |                                                                                   | X                                                             |                                              |                                                   |
| 15                                                                                                                         | Field Reporting Forms                           |                                                                                   | X                                                             |                                              |                                                   |
| 16                                                                                                                         | Cost Reporting Forms                            |                                                                                   | X                                                             |                                              |                                                   |
| 17                                                                                                                         | Special Forms                                   |                                                                                   | X                                                             |                                              |                                                   |
|                                                                                                                            |                                                 |                                                                                   |                                                               |                                              |                                                   |
| <b>Q.</b>                                                                                                                  | <b>INSURANCE &amp; BONDS</b>                    |                                                                                   |                                                               |                                              |                                                   |
| 1                                                                                                                          | Builder's Risk Insurance                        |                                                                                   | X                                                             |                                              |                                                   |
| 2                                                                                                                          | Builder's Risk Deductible                       |                                                                                   | X                                                             |                                              |                                                   |
| 3                                                                                                                          | Special Insurance - Machinery & Equipment       |                                                                                   |                                                               |                                              | X                                                 |
| 4                                                                                                                          | General Liability Insurance                     | X                                                                                 | X                                                             |                                              | X                                                 |
| 5                                                                                                                          | Umbrella Liability Insurance                    | X                                                                                 | X                                                             |                                              | X                                                 |
| 6                                                                                                                          | Excess Liability Insurance                      | X                                                                                 | X                                                             |                                              | X                                                 |
| 7                                                                                                                          | Completed Products Insurance                    | X                                                                                 | X                                                             |                                              | X                                                 |
| 8                                                                                                                          | Professional Liability Insurance                | X                                                                                 | X                                                             |                                              | X                                                 |
| 9                                                                                                                          | Pollution Liability Insurance                   | X                                                                                 | X                                                             |                                              | X                                                 |
| 10                                                                                                                         | Workman's Compensation Insurance (Prime's Only) | X                                                                                 | X                                                             |                                              |                                                   |
| 11                                                                                                                         | FICA / Medicare Insurance (Prime's Only)        | X                                                                                 | X                                                             |                                              |                                                   |
| 12                                                                                                                         | Federal Unemployment Insurance (Prime's Only)   | X                                                                                 | X                                                             |                                              |                                                   |
| 13                                                                                                                         | State Unemployment Insurance (Prime's Only)     | X                                                                                 | X                                                             |                                              |                                                   |
| 14                                                                                                                         | Performance Bond                                |                                                                                   |                                                               | X                                            |                                                   |

| <p style="text-align: center;"><b>"Exhibit R"</b><br/> <b><u>INTEGRATED DEMOLITION FEE STRUCTURE</u></b><br/> <b>DENVER, COLORADO</b></p> |                                               | <p style="writing-mode: vertical-rl; transform: rotate(180deg);"><b>Project and Property<br/>Management Services<br/>Work Order</b></p> | <p style="text-align: center;"><b>Demolition and<br/>Abatement Work Order</b></p> |                                                                  |                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------|---------------------------------------------------------------|
|                                                                                                                                           |                                               |                                                                                                                                         | <p style="text-align: center;"><b>Fee</b></p>                                     | <p style="text-align: center;"><b>General<br/>Conditions</b></p> | <p style="text-align: center;"><b>Direct Cost of Work</b></p> |
| 15                                                                                                                                        | Payment Bond                                  |                                                                                                                                         |                                                                                   | X                                                                |                                                               |
| 16                                                                                                                                        | Subcontractor & Supplier Bonds                |                                                                                                                                         |                                                                                   |                                                                  | X                                                             |
|                                                                                                                                           |                                               |                                                                                                                                         |                                                                                   |                                                                  |                                                               |
| <b>R.</b>                                                                                                                                 | <b>PERMITS &amp; FEES</b>                     |                                                                                                                                         |                                                                                   |                                                                  |                                                               |
| 1                                                                                                                                         | Building / Demolition Permit (General)        |                                                                                                                                         |                                                                                   | X                                                                | X                                                             |
| 2                                                                                                                                         | Mechanical Building Permit (if required)      |                                                                                                                                         |                                                                                   |                                                                  | X                                                             |
| 3                                                                                                                                         | Electrical Building Permit (if required)      |                                                                                                                                         |                                                                                   |                                                                  | X                                                             |
| 4                                                                                                                                         | Street Use Permit                             |                                                                                                                                         |                                                                                   |                                                                  | X                                                             |
| 5                                                                                                                                         | Site Drainage (Erosion Control) Permit        |                                                                                                                                         |                                                                                   | X                                                                |                                                               |
| 6                                                                                                                                         | Contractor's Licenses                         |                                                                                                                                         | X                                                                                 |                                                                  | X                                                             |
| 7                                                                                                                                         | Construction/Demolition Equipment Licenses    |                                                                                                                                         | X                                                                                 |                                                                  | X                                                             |
| 8                                                                                                                                         | Construction/Demolition Equipment Permits     |                                                                                                                                         |                                                                                   |                                                                  | X                                                             |
|                                                                                                                                           |                                               |                                                                                                                                         |                                                                                   |                                                                  |                                                               |
| <b>S.</b>                                                                                                                                 | <b>OTHER COSTS</b>                            |                                                                                                                                         |                                                                                   |                                                                  |                                                               |
| 1                                                                                                                                         | Sales & Use Taxes (as required)               |                                                                                                                                         |                                                                                   |                                                                  | X                                                             |
| 2                                                                                                                                         | Demolition & Abatement Labor Costs            |                                                                                                                                         |                                                                                   |                                                                  | X                                                             |
| 3                                                                                                                                         | Demolition & Abatement Material Costs         |                                                                                                                                         |                                                                                   |                                                                  | X                                                             |
| 4                                                                                                                                         | Demolition & Abatement Equipment Costs        |                                                                                                                                         |                                                                                   |                                                                  | X                                                             |
| 5                                                                                                                                         | Work Order Financial Responsibilities         |                                                                                                                                         | X                                                                                 |                                                                  |                                                               |
| 6                                                                                                                                         | Work Order Price Proposal                     |                                                                                                                                         | X                                                                                 |                                                                  |                                                               |
| 7                                                                                                                                         | Weekly Project Team & Subcontractor Meetings  |                                                                                                                                         |                                                                                   | X                                                                |                                                               |
| 8                                                                                                                                         | Weekly Project Meeting Minutes & Distribution |                                                                                                                                         |                                                                                   | X                                                                |                                                               |
| 9                                                                                                                                         | Overhead Costs                                | X                                                                                                                                       | X                                                                                 |                                                                  |                                                               |
| 10                                                                                                                                        | Profit & Margin                               | X                                                                                                                                       | X                                                                                 |                                                                  |                                                               |

## Exhibit S

**EXHIBIT S**  
**Prevailing Wage Rates**



**DENVER**  
THE MILE HIGH CITY

**Office of Human Resources**  
Denver's Human Resource Agency

201 W. Colfax, Department 412

Denver, CO 80202

p: 720.913.5751

f: 720.913.5720

[www.denvergov.org/humanresources](http://www.denvergov.org/humanresources)

TO: All Users of the City of Denver Prevailing Wage Schedules  
FROM: Susan Keller, Human Resources Technician  
DATE: Friday, April 7, 2017  
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The attached Prevailing Wage Schedule is effective as of **Friday, April 7, 2017** and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO170030  
Superseded General Decision No. CO20160030  
Modification No. 4  
Publication Date: 4/7/17  
(4 pages)

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

For questions call (720) 913-5726.

Attachments as listed above.

General Decision Number: CO170030 04/07/2017 CO30

Superseded General Decision Number: CO20160030

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

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

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

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/06/2017       |
| 1                   | 01/13/2017       |
| 2                   | 01/27/2017       |
| 3                   | 02/03/2017       |
| 4                   | 04/07/2017       |

ASBE0028-002 07/01/2016

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

CARP0055-002 11/01/2016

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

CARP1607-001 06/01/2016

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

ELEC0068-012 01/01/2017

|                                                | Rates    | Fringes |
|------------------------------------------------|----------|---------|
| ELECTRICIAN (Includes Low Voltage Wiring)..... | \$ 33.85 | 14.09   |

ELEV0025-001 01/01/2017

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

FOOTNOTE:

a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.

b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

ENGI0009-017 10/23/2013

|                                  | Rates    | Fringes |
|----------------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR (Crane) |          |         |
| 141 tons and over.....           | \$ 25.97 | 9.15    |
| 50 tons and under.....           | \$ 24.88 | 9.15    |
| 51 to 90 tons.....               | \$ 25.04 | 9.15    |
| 91 to 140 tons.....              | \$ 25.19 | 9.15    |

\* IRON0024-009 01/01/2017

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, ORNAMENTAL..... | \$ 26.05 | 12.00   |

\* IRON0024-010 01/01/2017

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, STRUCTURAL..... | \$ 26.05 | 12.00   |

PAIN0079-006 08/01/2016

|                                                                           | Rates    | Fringes |
|---------------------------------------------------------------------------|----------|---------|
| PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping)..... | \$ 20.00 | 7.91    |

PAIN0079-007 08/01/2016

| Rates | Fringes |
|-------|---------|
|-------|---------|



|                                                                                                              |          |         |
|--------------------------------------------------------------------------------------------------------------|----------|---------|
| DRYWALL FINISHER/TAPER.....                                                                                  | \$ 21.05 | 7.91    |
| -----                                                                                                        |          |         |
| PAIN0419-001 07/01/2016                                                                                      |          |         |
|                                                                                                              | Rates    | Fringes |
| SOFT FLOOR LAYER (Vinyl and<br>Carpet).....                                                                  | \$ 20.00 | 10.83   |
| -----                                                                                                        |          |         |
| PAIN0930-002 07/01/2016                                                                                      |          |         |
|                                                                                                              | Rates    | Fringes |
| GLAZIER.....                                                                                                 | \$ 31.02 | 8.62    |
| -----                                                                                                        |          |         |
| PLUM0003-009 06/01/2016                                                                                      |          |         |
|                                                                                                              | Rates    | Fringes |
| PLUMBER (Excludes HVAC Duct,<br>Pipe and Unit Installation).....                                             | \$ 38.43 | 15.19   |
| -----                                                                                                        |          |         |
| PLUM0208-008 06/01/2016                                                                                      |          |         |
|                                                                                                              | Rates    | Fringes |
| PIPEFITTER (Includes HVAC<br>Pipe and Unit Installation;<br>Excludes HVAC Duct<br>Installation).....         | \$ 36.03 | 13.39   |
| -----                                                                                                        |          |         |
| SFCO0669-002 04/01/2016                                                                                      |          |         |
|                                                                                                              | Rates    | Fringes |
| SPRINKLER FITTER (Fire<br>Sprinklers).....                                                                   | \$ 35.43 | 19.50   |
| -----                                                                                                        |          |         |
| SHEE0009-004 07/01/2016                                                                                      |          |         |
|                                                                                                              | Rates    | Fringes |
| SHEET METAL WORKER (Includes<br>HVAC Duct Installation;<br>Excludes HVAC Pipe and Unit<br>Installation)..... | \$ 32.56 | 15.96   |
| -----                                                                                                        |          |         |
| SUCO2013-006 07/31/2015                                                                                      |          |         |
|                                                                                                              | Rates    | Fringes |
| BRICKLAYER.....                                                                                              | \$ 21.96 | 0.00    |
| CARPENTER (Acoustical Ceiling<br>Installation Only).....                                                     | \$ 22.40 | 4.85    |
| CARPENTER (Metal Stud                                                                                        |          |         |

|                                                                                                                    |          |      |
|--------------------------------------------------------------------------------------------------------------------|----------|------|
| Installation Only).....                                                                                            | \$ 17.68 | 0.00 |
| CARPENTER, Excludes<br>Acoustical Ceiling<br>Installation, Drywall<br>Hanging, and Metal Stud<br>Installation..... | \$ 21.09 | 6.31 |
| CEMENT MASON/CONCRETE FINISHER...                                                                                  | \$ 20.09 | 7.03 |
| LABORER: Common or General.....                                                                                    | \$ 14.49 | 5.22 |
| LABORER: Mason Tender - Brick...                                                                                   | \$ 15.99 | 0.00 |
| LABORER: Mason Tender -<br>Cement/Concrete.....                                                                    | \$ 16.00 | 0.00 |
| LABORER: Pipelayer.....                                                                                            | \$ 16.96 | 3.68 |
| OPERATOR:<br>Backhoe/Excavator/Trackhoe.....                                                                       | \$ 20.78 | 5.78 |
| OPERATOR: Bobcat/Skid<br>Steer/Skid Loader.....                                                                    | \$ 19.10 | 3.89 |
| OPERATOR: Grader/Blade.....                                                                                        | \$ 21.50 | 0.00 |
| ROOFER.....                                                                                                        | \$ 16.56 | 0.00 |
| TRUCK DRIVER: Dump Truck.....                                                                                      | \$ 17.34 | 0.00 |
| WATERPROOFER.....                                                                                                  | \$ 12.71 | 0.00 |

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

**Office of Human Resources**  
**Supplemental rates**  
**(Specific to the Denver projects)**  
**Supp #101, Date: 11-28-2016**

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

- Caulkers—Receive rate prescribed for craft performing operation to which caulking is incidental .i.e. glazier, painter, brick layer, cement mason.
- Use the “Carpenters, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation” rates published by the Federal Davis-Bacon rates for batt insulation, pre-stress concrete and tilt up concrete walls.
- Use the “Laborer—Common”, for General Housekeeping, Demolition, Final Cleanup and Indoor Fence Installer.
- Trade classification workers cannot be classified as common laborers for performing incidental cleanup from the installation of their craft. Common Laborers perform final cleanup of the entire jobsite.
- Go to [www.denvergov.org/Auditor](http://www.denvergov.org/Auditor) to view the Prevailing Wage Clarification Document.
- See Denver City Auditor’s Office Prevailing Wage Clarification of Determinations 2015 Prevailing Wage Section Clarification of Determinations for list of complete classification uses at [Denvergov.org/Auditor](http://Denvergov.org/Auditor).



**DENVER**  
THE MILE HIGH CITY

**Office of Human Resources**  
Denver's Human Resource Agency

201 W. Colfax, Department 412

Denver, CO 80202

p: 720.913.5751

f: 720.913.5720

[www.denvergov.org/humanresources](http://www.denvergov.org/humanresources)

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

FROM: Susan Keller, Human Resources Technician

DATE: April 7, 2017

SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday, April 7, 2017** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO170012  
Superseded General Decision No. CO20160012  
Modification No. 3  
Publication Date: 4/7/17  
(8 pages)

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

For questions please call (720) 913-5726.

Attachments as listed above.

General Decision Number: CO170012 04/07/2017 CO12

Superseded General Decision Number: CO20160012

State: Colorado

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

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

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/06/2017       |
| 1                   | 01/20/2017       |
| 2                   | 02/03/2017       |
| 3                   | 04/07/2017       |

ASBE0028-001 07/01/2016

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

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BRCO0007-004 01/01/2017

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

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

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BRCO0007-006 05/01/2016

EL PASO AND PUEBLO COUNTIES

| Rates | Fringes |
|-------|---------|
|-------|---------|

BRICKLAYER.....\$ 24.95 9.39

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ELEC0012-004 09/01/2016

PUEBLO COUNTY

|                                               | Rates    | Fringes  |
|-----------------------------------------------|----------|----------|
| ELECTRICIAN                                   |          |          |
| Electrical contract over<br>\$1,000,000.....  | \$ 28.00 | 11.00+3% |
| Electrical contract under<br>\$1,000,000..... | \$ 24.85 | 11.00+3% |

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ELEC0068-001 01/01/2017

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

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 33.85 | 14.09   |

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ELEC0111-001 01/01/2016

|                              | Rates    | Fringes       |
|------------------------------|----------|---------------|
| Line Construction:           |          |               |
| Groundman.....               | \$ 18.79 | 22.25%+\$5.45 |
| Line Equipment Operator..... | \$ 29.40 | 22.25%+\$5.45 |
| Lineman and Welder.....      | \$ 42.14 | 25.25%+\$5.45 |

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ELEC0113-002 06/01/2015

EL PASO COUNTY

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 30.00 | 14.95   |

-----  
ELEC0969-002 06/01/2015

MESA COUNTY

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

-----  
ENGI0009-001 10/23/2013

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| Power equipment operators:   |          |         |
| Blade: Finish.....           | \$ 25.04 | 9.15    |
| Blade: Rough.....            | \$ 24.73 | 9.15    |
| Bulldozer.....               | \$ 24.73 | 9.15    |
| Cranes: 50 tons and under..  | \$ 24.88 | 9.15    |
| Cranes: 51 to 90 tons.....   | \$ 25.04 | 9.15    |
| Cranes: 91 to 140 tons.....  | \$ 25.19 | 9.15    |
| Cranes: 141 tons and over... | \$ 25.97 | 9.15    |
| Forklift.....                | \$ 24.37 | 9.15    |

|                                                                                             |          |      |
|---------------------------------------------------------------------------------------------|----------|------|
| Mechanic.....                                                                               | \$ 24.88 | 9.15 |
| Oiler.....                                                                                  | \$ 24.01 | 9.15 |
| Scraper: Single bowl<br>under 40 cubic yards.....                                           | \$ 24.88 | 9.15 |
| Scraper: Single bowl,<br>including pups 40 cubic<br>yards and over and tandem<br>bowls..... | \$ 25.04 | 9.15 |
| Trackhoe.....                                                                               | \$ 24.88 | 9.15 |

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\* IRON0024-003 01/01/2017

|                   | Rates    | Fringes |
|-------------------|----------|---------|
| Ironworkers:..... | \$ 26.05 | 21.20   |
| Structural        |          |         |

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LABO0086-001 05/01/2009

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| Laborers:<br>Pipelayer..... | \$ 18.68 | 6.78    |

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PLUM0003-005 06/01/2016

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

|              | Rates    | Fringes |
|--------------|----------|---------|
| PLUMBER..... | \$ 38.43 | 15.19   |

-----  
PLUM0058-002 07/01/2016

EL PASO COUNTY

|                               | Rates    | Fringes |
|-------------------------------|----------|---------|
| Plumbers and Pipefitters..... | \$ 35.60 | 13.65   |

-----  
PLUM0058-008 07/01/2016

PUEBLO COUNTY

|                               | Rates    | Fringes |
|-------------------------------|----------|---------|
| Plumbers and Pipefitters..... | \$ 35.60 | 13.65   |

-----  
PLUM0145-002 07/01/2016

MESA COUNTY

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

-----  
PLUM0208-004 06/01/2015

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

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| PIPEFITTER..... | \$ 35.35 | 13.39   |

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SHEE0009-002 07/01/2016

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Sheet metal worker..... | \$ 32.56 | 15.96   |

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TEAM0455-002 07/01/2015

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Truck drivers:             |          |         |
| Pickup.....                | \$ 19.66 | 4.02    |
| Tandem/Semi and Water..... | \$ 20.29 | 4.02    |

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SUCO2001-006 12/20/2001

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

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



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

| <b><u>Classification</u></b>                                                         |                                  | <b><u>Base</u></b> | <b><u>Fringe</u></b> |
|--------------------------------------------------------------------------------------|----------------------------------|--------------------|----------------------|
| Ironworkers (Ornamental)                                                             |                                  | \$24.80            | \$10.03              |
| Laborers: Janitors/Yardmen                                                           |                                  | \$17.68            | \$8.22               |
| Laborers:                                                                            |                                  |                    |                      |
|                                                                                      | GROUP 1                          | \$18.18            | \$8.27               |
|                                                                                      | GROUP 2                          | \$21.59            | \$8.61               |
| Laborers: (Tunnel)                                                                   |                                  |                    |                      |
|                                                                                      | GROUP 1                          | \$18.53            | \$8.30               |
|                                                                                      | GROUP 2                          | \$18.63            | \$8.31               |
|                                                                                      | GROUP 3                          | \$19.73            | \$8.42               |
|                                                                                      | GROUP 4                          | \$21.59            | \$8.61               |
|                                                                                      | GROUP 5                          | \$19.68            | \$8.42               |
| Laborers (Removal of Asbestos)                                                       |                                  | \$21.03            | \$8.55               |
| Line Construction:                                                                   |                                  |                    |                      |
|                                                                                      | Lineman, Gas Fitter/Welder       | \$36.88            | \$9.55               |
|                                                                                      | Line Eq Operator/Line Truck Crew | \$25.74            | \$8.09               |
| Millwrights                                                                          |                                  | \$28.00            | \$10.00              |
| Power Equipment Operators<br>(Tunnels Above and Below<br>Ground, shafts and raises): |                                  |                    |                      |
|                                                                                      | GROUP 1                          | \$25.12            | \$10.81              |
|                                                                                      | GROUP 2                          | \$25.47            | \$10.85              |
|                                                                                      | GROUP 3                          | \$25.57            | \$10.86              |
|                                                                                      | GROUP 4                          | \$25.82            | \$10.88              |
|                                                                                      | GROUP 5                          | \$25.97            | \$10.90              |
|                                                                                      | GROUP 6                          | \$26.12            | \$10.91              |
|                                                                                      | GROUP 7                          | \$26.37            | \$10.94              |
| Power Equipment Operators:                                                           |                                  |                    |                      |
|                                                                                      | GROUP 1                          | \$22.97            | \$10.60              |
|                                                                                      | GROUP 2                          | \$23.32            | \$10.63              |
|                                                                                      | GROUP 3                          | \$23.67            | \$10.67              |
|                                                                                      | GROUP 4                          | \$23.82            | \$10.68              |
|                                                                                      | GROUP 5                          | \$23.97            | \$10.70              |
|                                                                                      | GROUP 6                          | \$24.12            | \$10.71              |
|                                                                                      | GROUP 7                          | \$24.88            | \$10.79              |
| Truck Drivers:                                                                       |                                  |                    |                      |
|                                                                                      | GROUP 1                          | \$18.42            | \$10.00              |
|                                                                                      | GROUP 2                          | \$19.14            | \$10.07              |
|                                                                                      | GROUP 3                          | \$19.48            | \$10.11              |
|                                                                                      | GROUP 4                          | \$20.01            | \$10.16              |
|                                                                                      | GROUP 5                          | \$20.66            | \$10.23              |
|                                                                                      | GROUP 6                          | \$21.46            | \$10.31              |

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

GROUP 1 - Brakeman

GROUP 2 - Motorman

GROUP 3 - Compressor

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

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

GROUP 6 - Mechanic Welder

GROUP 7 - Mole

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

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

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

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

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

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

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

GROUP 7 - tower cranes all types

LABORER CLASSIFICATIONS:

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

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

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

### TUNNEL LABORER CLASSIFICATIONS:

GROUP 1 - Outside Laborer - Above ground

GROUP 2 - Minimum Tunnel Laborer, Dry Houseman

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

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

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

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

### TRUCK DRIVER CLASSIFICATIONS:

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

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

GROUP 3 - Truck Driver Snow Plow.

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

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



**DENVER**  
THE MILE HIGH CITY

**Career Service Authority**

Denver's Human Resource Agency

201 W. Colfax, Department 412

Denver, CO 80202

p: 720.913.5751

f: 720.913.5720

[www.denvergov.org/csa](http://www.denvergov.org/csa)

TO: All Users of the City of Denver Prevailing Wage Schedules  
FROM: Susan Keller, Human Resources Technician  
DATE: Friday, January 27, 2017  
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication is **Friday, January 27, 2017** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO170019  
Superseded General Decision No. CO20160019  
Modification No. 1  
Publication Date: 1/27/2017  
(8 pages)

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

For questions call (720) 913-5726.

Attachments as listed above.

General Decision Number: CO170019 01/27/2017 CO19

Superseded General Decision Number: CO20160019

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

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

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/06/2017       |
| 1                   | 01/27/2017       |

\* CARP9901-008 11/01/2016

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

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ELEC0068-016 03/01/2011

|                             | Rates    | Fringes    |
|-----------------------------|----------|------------|
| TRAFFIC SIGNALIZATION:      |          |            |
| Traffic Signal Installation |          |            |
| Zone 1.....                 | \$ 26.42 | 4.75%+8.68 |
| Zone 2.....                 | \$ 29.42 | 4.75%+8.68 |

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:  
Colorado Springs - Nevada & Bijou  
Denver - Ellsworth Avenue & Broadway  
Ft. Collins - Prospect & College  
Grand Junction - 12th & North Avenue  
Pueblo - I-25 & Highway 50  
All work outside of these areas shall be paid Zone 2 rates.

-----  
ENGI0009-008 10/23/2013

| Rates | Fringes |
|-------|---------|
|-------|---------|

POWER EQUIPMENT OPERATOR:

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

SUCO2011-004 09/15/2011

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

|                                                                                                                                               |          |      |
|-----------------------------------------------------------------------------------------------------------------------------------------------|----------|------|
| Installation).....                                                                                                                            | \$ 18.22 | 6.01 |
| LABORER                                                                                                                                       |          |      |
| Asphalt Raker.....                                                                                                                            | \$ 16.29 | 4.25 |
| Asphalt Shoveler.....                                                                                                                         | \$ 21.21 | 4.25 |
| Asphalt Spreader.....                                                                                                                         | \$ 18.58 | 4.65 |
| Common or General                                                                                                                             |          |      |
| Denver.....                                                                                                                                   | \$ 16.76 | 6.77 |
| Douglas.....                                                                                                                                  | \$ 16.29 | 4.25 |
| Concrete Saw (Hand Held)....                                                                                                                  | \$ 16.29 | 6.14 |
| Landscape and Irrigation....                                                                                                                  | \$ 12.26 | 3.16 |
| Mason Tender-                                                                                                                                 |          |      |
| Cement/Concrete                                                                                                                               |          |      |
| Denver.....                                                                                                                                   | \$ 16.96 | 4.04 |
| Douglas.....                                                                                                                                  | \$ 16.29 | 4.25 |
| Pipelayer                                                                                                                                     |          |      |
| Denver.....                                                                                                                                   | \$ 13.55 | 2.41 |
| Douglas.....                                                                                                                                  | \$ 16.30 | 2.18 |
| Traffic Control (Flagger)...                                                                                                                  | \$ 9.55  | 3.05 |
| Traffic Control (Sets<br>Up/Moves Barrels, Cones,<br>Install Signs, Arrow<br>Boards and Place<br>Stationary Flags)(Excludes<br>Flaggers)..... |          |      |
|                                                                                                                                               | \$ 12.43 | 3.22 |
| PAINTER (Spray Only).....                                                                                                                     | \$ 16.99 | 2.87 |
| POWER EQUIPMENT OPERATOR:                                                                                                                     |          |      |
| Asphalt Laydown                                                                                                                               |          |      |
| Denver.....                                                                                                                                   | \$ 22.67 | 8.72 |
| Douglas.....                                                                                                                                  | \$ 23.67 | 8.47 |
| Asphalt Paver                                                                                                                                 |          |      |
| Denver.....                                                                                                                                   | \$ 24.97 | 6.13 |
| Douglas.....                                                                                                                                  | \$ 25.44 | 3.50 |
| Asphalt Roller                                                                                                                                |          |      |
| Denver.....                                                                                                                                   | \$ 23.13 | 7.55 |
| Douglas.....                                                                                                                                  | \$ 23.63 | 6.43 |
| Asphalt Spreader.....                                                                                                                         | \$ 22.67 | 8.72 |
| Backhoe/Trackhoe                                                                                                                              |          |      |
| Douglas.....                                                                                                                                  | \$ 23.82 | 6.00 |
| Bobcat/Skid Loader.....                                                                                                                       | \$ 15.37 | 4.28 |
| Boom.....                                                                                                                                     | \$ 22.67 | 8.72 |
| Broom/Sweeper                                                                                                                                 |          |      |
| Denver.....                                                                                                                                   | \$ 22.47 | 8.72 |
| Douglas.....                                                                                                                                  | \$ 22.96 | 8.22 |
| Bulldozer.....                                                                                                                                | \$ 26.90 | 5.59 |
| Concrete Pump.....                                                                                                                            | \$ 21.60 | 5.21 |
| Drill                                                                                                                                         |          |      |
| Denver.....                                                                                                                                   | \$ 20.48 | 4.71 |
| Douglas.....                                                                                                                                  | \$ 20.71 | 2.66 |
| Forklift.....                                                                                                                                 | \$ 15.91 | 4.68 |
| Grader/Blade                                                                                                                                  |          |      |
| Denver.....                                                                                                                                   | \$ 22.67 | 8.72 |
| Guardrail/Post Driver.....                                                                                                                    | \$ 16.07 | 4.41 |
| Loader (Front End)                                                                                                                            |          |      |
| Douglas.....                                                                                                                                  | \$ 21.67 | 8.22 |
| Mechanic                                                                                                                                      |          |      |
| Denver.....                                                                                                                                   | \$ 22.89 | 8.72 |
| Douglas.....                                                                                                                                  | \$ 23.88 | 8.22 |
| Oiler                                                                                                                                         |          |      |

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

TRAFFIC SIGNALIZATION:

Groundsman

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

TRUCK DRIVER

Distributor

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

Dump Truck

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

Lowboy Truck.....\$ 17.25 5.27

Mechanic.....\$ 26.48 3.50

Multi-Purpose Specialty &

Hoisting Truck

|              |          |      |
|--------------|----------|------|
| Denver.....  | \$ 17.49 | 3.17 |
| Douglas..... | \$ 20.05 | 2.88 |

Pickup and Pilot Car

|              |          |      |
|--------------|----------|------|
| Denver.....  | \$ 14.24 | 3.77 |
| Douglas..... | \$ 16.43 | 3.68 |

Semi/Trailer Truck.....\$ 18.39 4.13

Truck Mounted Attenuator....\$ 12.43 3.22

Water Truck

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

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



**Office of Human Resources**  
**Supplemental rates**  
**(Specific to the Denver Projects)**  
**(Supp 35, Date: 01-13-2012)**

| <b><u>Classification</u></b>                                                         |                                  | <b><u>Base</u></b> | <b><u>Fringe</u></b> |
|--------------------------------------------------------------------------------------|----------------------------------|--------------------|----------------------|
| Millwrights                                                                          |                                  | \$28.00            | \$10.00              |
| Line Construction:                                                                   |                                  |                    |                      |
|                                                                                      | Lineman, Gas Fitter/Welder       | \$36.88            | \$9.55               |
|                                                                                      | Line Eq Operator/Line Truck Crew | \$25.74            | \$8.09               |
|                                                                                      |                                  |                    |                      |
| Power Equipment Operators<br>(Tunnels Above and Below<br>Ground, shafts and raises): |                                  |                    |                      |
|                                                                                      | GROUP 1                          | \$25.12            | \$10.81              |
|                                                                                      | GROUP 2                          | \$25.47            | \$10.85              |
|                                                                                      | GROUP 3                          | \$25.57            | \$10.86              |
|                                                                                      | GROUP 4                          | \$25.82            | \$10.88              |
|                                                                                      | GROUP 5                          | \$25.97            | \$10.90              |
|                                                                                      | GROUP 6                          | \$26.12            | \$10.91              |
|                                                                                      | GROUP 7                          | \$26.37            | \$10.94              |
|                                                                                      |                                  |                    |                      |
| Power Equipment Operators:                                                           |                                  |                    |                      |
|                                                                                      | GROUP 1                          | \$22.97            | \$10.60              |
|                                                                                      | GROUP 2                          | \$23.32            | \$10.63              |
|                                                                                      | GROUP 3                          | \$23.67            | \$10.67              |
|                                                                                      | GROUP 4                          | \$23.82            | \$10.68              |
|                                                                                      | GROUP 5                          | \$23.97            | \$10.70              |
|                                                                                      | GROUP 6                          | \$24.12            | \$10.71              |
|                                                                                      | GROUP 7                          | \$24.88            | \$10.79              |
|                                                                                      |                                  |                    |                      |
| Ironworkers (Ornamental)                                                             |                                  | \$24.80            | \$10.03              |
| Laborers (Removal of<br>Asbestos)                                                    |                                  | \$21.03            | \$8.55               |
| Plumbers                                                                             |                                  | \$30.19            | \$13.55              |
| Pipefitters                                                                          |                                  | \$30.45            | \$12.85              |
| Truck Drivers:                                                                       |                                  |                    |                      |
|                                                                                      | GROUP 1                          | \$18.42            | \$10.00              |
|                                                                                      | GROUP 2                          | \$19.14            | \$10.07              |
|                                                                                      | GROUP 3                          | \$19.48            | \$10.11              |
|                                                                                      | GROUP 4                          | \$20.01            | \$10.16              |
|                                                                                      | GROUP 5                          | \$20.66            | \$10.23              |
|                                                                                      | GROUP 6                          | \$21.46            | \$10.31              |
|                                                                                      |                                  |                    |                      |

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

GROUP 1 - Brakeman

GROUP 2 - Motorman

GROUP 3 - Compressor

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

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

GROUP 6 - Mechanic Welder

GROUP 7 - Mole

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

**POWER EQUIPMENT OPERATOR CLASSIFICATIONS:**

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

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

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

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

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

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

GROUP 7 - tower cranes all types.

**TRUCK DRIVER CLASSIFICATIONS:**

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

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

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

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

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

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



**DENVER**  
THE MILE HIGH CITY

TO: All Users of the City of Denver Prevailing Wage Schedules  
FROM: Susan Keller, OHR Compensation and Classification  
DATE: April 10, 2017  
SUBJECT: Latest Update to Prevailing Wage Schedules

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

Modification No. 131  
Publication Date: April 6, 2017  
(11 pages)

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

Questions call (720) 913-5726.

Attachments as listed above.

## APPLIANCE MECHANIC

Last Revision: 02-19-2009

Effective: 04-06-2017

| Classification:           | <u>Base Wage</u> | <u>Fringes</u> |
|---------------------------|------------------|----------------|
| <b>Appliance Mechanic</b> | \$22.34/hour     | \$6.85/hour    |

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

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

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

## BAGGAGE HANDLING SYSTEM MAINTENANCE

Last Revision: 10-9-2014

Effective: 9-15-2016

| Classification:                       | <u>Base Wage</u> | <u>Fringes</u> |
|---------------------------------------|------------------|----------------|
| <b>Entry-Support Mechanic</b>         | \$15.26/hour     | \$6.03/hour    |
| <b>Machinery Maintenance Mechanic</b> | \$21.26/hour     | \$6.72/hour    |
| <b>Controls System Technician</b>     | \$24.90/hour     | \$7.14/hour    |

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

### **Entry Support Mechanic**

Under direct supervision, assists the Machinery Maintenance Mechanic in maintaining the operational status of the baggage handling system. Duties include but are not limited to; assisting with adjustments with belt tracking, belt tension, and gearbox.

### **Machinery Maintenance Mechanic**

Performs routine and basic adjustments of baggage handling system equipment including but not limited to, belt tracking, belt tension, and gearbox and bearing lubrication. Performs daily and periodic shift inspections, cleaning, and diagnostics of mechanical system components based on an established preventive maintenance program. Dismantles, repairs, and reassembles equipment or machines for stock replacement or to restore baggage handling system equipment to operational status. Preventive maintenance and overhauling machines includes, but is not limited to, motors, clutches, brakes, transporting telecars, bearings, drive belts, drive shafts, pulleys, gearboxes (speed reducers), and conveyor belting. Maintains daily turnover reports and hourly labor time sheets for warranty reimbursement and statistical tracking of repairs.

### **Controls System Technician**

Performs a variety of functions such as installation, maintenance, and repair of devices which control and are controlled by the baggage handling system and related equipment. Such devices include, but are not limited to, personal computers, programmable logic controllers and peripherals, motor control panels, photoelectric sensors, sync-pulse tachometers, laser and RF readers, linear induction motors and servo-drives. Troubleshoots and repairs all control system and electrical failures by applying comprehensive technical knowledge to solve problems by interpreting manufacturer manuals or similar documents. Work requires familiarity with the interrelationships of electro-mechanical devices.

Removes and replaces plug-in type boards and components. Aligns, replaces, and cleans photocells. Makes minor repairs of connectors, wiring and fuses on-site, and cleans and performs diagnostic routines of electrical and control system components. Performs scheduled routine maintenance on all control system components and reporting devices (including personal computers), based on recommended manufacturer practices. Uses a personal computer to diagnose and correct PLC and operating system software problems. Diagnoses, repairs and aligns laser array (baggage tag reader) and RF reader hardware and software.

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

### **BUILDING ENGINEER**

Last Revision: 07-17-2014

Effective: 08-18-2016

| Classification:          | <u>Base Wage</u> | <u>Fringes</u> |
|--------------------------|------------------|----------------|
| <b>Building Engineer</b> | \$28.20/hour     | \$7.52/hour    |

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

**CUSTODIANS**

Last Revision: 12-3-2015  
Effective: 12-1-2016

|                            | <b><u>Base Wage</u></b> | <b><u>Fringes</u></b>                                  |
|----------------------------|-------------------------|--------------------------------------------------------|
| <b><u>Custodian I</u></b>  | \$14.53                 | \$5.27 (Single)<br>\$7.33 (2-party)<br>\$9.29 (Family) |
| <b><u>Custodian II</u></b> | \$14.88                 | \$5.31 (Single)<br>\$7.37 (2-party)<br>\$9.33 (Family) |

**Benefits and Overtime**

|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Parking            | With valid receipt from approved parking lot, employees are reimbursed the actual monthly cost of parking.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| RTD Bus Pass       | Employer will provide employees with the Bus Pass or pay (\$0.23) per hour for travel differential.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Shift Differential | 2nd shift (2:30 p.m.-10:30 p.m.): \$.50/hr<br>3rd shift (10:31 p.m.-6:30 a.m.): \$1.00/hr.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Overtime           | Time worked in excess of seven and one-half (7 ½) hours in one (1) day or in excess of thirty-seven and one-half (37 ½) hours in one week shall constitute overtime and shall be paid for at the rate of time and one-half (1 ½) at the employee's basic straight time hourly rate of pay.                                                                                                                                                                                                                                                                                                                                        |
| Lunch              | Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Note               | The Career Service Board in their public hearing on March 15, 2007 approved to amend prevailing wages paid to the Custodian as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification." |

**Position Descriptions:**

|              |                                                                                                                                                                                                                                                                                                                                        |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Custodian I  | Any employee performing general clean-up duties using equipment that does not require special training: i.e., dust mopping, damp mopping, vacuuming, emptying trash, spray cleaning, washing toilets, sinks, walls, cleaning chairs, etc.                                                                                              |
| Custodian II | Any employee performing specialized cleaning duties requiring technical training and the use of heavy and technical equipment, i.e., heavy machine operators floor strippers and waxers, carpet shampooers, spray buffing, re-lamping, mopping behind machines, high ladder work, chemical stripping and finishing of stainless steel. |

## DIA OIL & GAS WAGES

Last Revision: 3-17-2016

Effective: April 2017 (the following rates have not changed for 2017)

| Classification:                                     | Base Wages:               | Fringes          |                |
|-----------------------------------------------------|---------------------------|------------------|----------------|
| <u>Classification</u>                               | <u>SCA Title</u>          | <u>Base Wage</u> | <u>Fringes</u> |
| <b>Mechanic</b>                                     | Heavy Equipment Mechanic  | <b>\$23.73</b>   | <b>\$7.01</b>  |
| <b>Electrician</b>                                  | Electrician – Maintenance | <b>\$24.90</b>   | <b>\$7.14</b>  |
| <b>Pipefitter</b>                                   | Pipefitter, Maintenance   | <b>\$24.65</b>   | <b>\$7.11</b>  |
| <b>Rig/Drill Operator</b>                           | Well Driller              | <b>\$21.87</b>   | <b>\$6.79</b>  |
| <b>Derrick<br/>Hand/Roustabout<br/>Truck Driver</b> | Laborer                   | <b>\$13.87</b>   | <b>\$5.87</b>  |
|                                                     | Truck driver, Heavy       | <b>\$21.63</b>   | <b>\$6.77</b>  |

Service Contract Act Wage Determination No. 2015-5419 Rev No. 2 was used to obtain the base wages and fringe benefits.

### **HEAVY EQUIPMENT MECHANIC**

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

### **PIPEFITTER, MAINTENANCE**

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

### **WELL DRILLER**

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



**LABORER**

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

**TRUCKDRIVER, HEAVY TRUCK**

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

**FINISHER & JOURNEYMAN (TILE, MARBLE AND TERRAZZO**

Effective: 7-21-2016

| Classification:                            | <u>Base Wage</u> | <u>Fringes</u> |
|--------------------------------------------|------------------|----------------|
| <b>Finisher (Tile-Marble-Terrazzo)</b>     | \$20.87/hr       | \$8.42/hr      |
| <b>Journeyman (Tile, Marble, Terrazzo)</b> | \$26.83/hr       | \$8.48/hr      |

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

**FIRE EXTINGUISHER REPAIRER**

Last Revision: 09/03/2015  
Effective Date: 08/18/2016

| <u>Classification:</u>     | <u>Base Wages:</u> | <u>Fringes:</u> |
|----------------------------|--------------------|-----------------|
| Fire Extinguisher Repairer | \$19.57/hr         | \$6.53          |

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

## FUEL HANDLER SERIES

Last Revision: 10-22-2015  
Effective: 10-20-2016

| Classification:                               | <u>Base Wage</u> | <u>Fringes</u> |
|-----------------------------------------------|------------------|----------------|
| <b>Fuel Distribution System Operator</b>      | \$20.87/hour     | \$6.68/hour    |
| <b>Lead Fuel Distribution System Operator</b> | \$21.82/hour     | \$6.79/hour    |
| <b>Fuel Distribution System Mechanic</b>      | \$25.81/hour     | \$7.25/hour    |
| <b>Lead Fuel Distribution System Mechanic</b> | \$26.98/hour     | \$7.38/hour    |

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

### **Fuel Distribution System Operator:**

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

### **Lead Fuel Distribution System Operator:**

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

### **Fuel Distribution System Mechanic:**

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

### **Lead Fuel Distribution System Mechanic:**

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

These classifications are recommended to be inclusive and to supersede any previously adopted classifications.

**FURNITURE MOVERS**  
(Moving, Storage and Cartage Workers)

Last Revision: 10-9-2014  
Effective: 10-22-2015

| <u>Classification:</u> | <u>Base Wage</u> | <u>Fringes</u> |
|------------------------|------------------|----------------|
| <b>Laborer/Helper</b>  | \$17.36/hour     | \$6.27/hour    |
| <b>Driver/Packer</b>   | \$17.43/hour     | \$6.28/hour    |
| <b>Lead Worker</b>     | \$18.22/hour     | \$6.37/hour    |

**GLYCOL FACILITY WAGES**

Effective: 7-21-2016

| <u>Classification:</u>           | <u>SCA Title</u>               | <u>Base Wage</u> | <u>Fringes</u> | <u>Total</u>   |
|----------------------------------|--------------------------------|------------------|----------------|----------------|
| <b>Deicing Facility Operator</b> | Water Treatment Plant Operator | <b>\$25.07</b>   | <b>\$7.16</b>  | <b>\$32.23</b> |
| <b>Maintenance Mechanic</b>      | Machinery Maintenance Mechanic | <b>\$25.59</b>   | <b>\$7.22</b>  | <b>\$32.81</b> |
| <b>Material Handling Laborer</b> | Material Handling Laborer      | <b>\$17.36</b>   | <b>\$6.27</b>  | <b>\$23.63</b> |

**DEICING FACILITY OPERATOR**

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

**MAINTENANCE MECHANIC**

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

**MATERIAL HANDLING LABORER**

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

**LANDSIDE PARKING ELECTRONICS TECHNICIAN**

Last Revision: 10-22-2015  
Effective: 10-20-2016

| Classification:                                | <u>Base Wage</u> | <u>Fringes</u> |
|------------------------------------------------|------------------|----------------|
| <b>Landside Parking Electronics Technician</b> | \$24.35/hour     | \$4.27/hour    |

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

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

**PEST CONTROLLER**

Last Revision: 9-3-2015  
Effective Date: 08/18/2016

| Classification:        | <u>Base Wage</u> | <u>Fringes</u> |
|------------------------|------------------|----------------|
| <b>Pest Controller</b> | \$20.41/hour     | \$6.63 /hour   |

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

**QUALITY CONTROL & ASSURANCE TECHNICIAN**

Last Revision:  
Effective Date: 03/02/2017

| Classification:                                   | <u>Base Wage</u> | <u>Fringes</u> |
|---------------------------------------------------|------------------|----------------|
| <b>Quality Control &amp; Assurance Technician</b> | \$21.37/hour     | \$6.74 /hour   |

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

### SIGN ERECTOR

Last Revision: 10-15-2009  
Effective: 10-15-2010

| <u>Classification:</u> | <u>Base Wage</u> | <u>Fringes</u> |
|------------------------|------------------|----------------|
| <b>Sign Erector</b>    | \$20.19/hour     | \$3.80/hour    |

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

### TELEDATA TECHNICIAN

**Effective 09/16/2014 the Teledata Technician classification will utilize the base pay and fringe benefits for the Electrician classification under the Davis Bacon Building wage determination.**

### TRANSIT TECHNICIANS

Last Revision: 12-18-2015  
Transit Technician Series Effective: 12-01-16  
Elevator Repairer Effective: 12-01-16

| <u>Classification:</u>             | <u>Base Wage</u> | <u>Fringes</u>                                                     |
|------------------------------------|------------------|--------------------------------------------------------------------|
| <b>Transit Technician - Entry</b>  | \$24.34/hour     | \$7.08/hour                                                        |
| <b>Transit Technician - Senior</b> | \$26.61/hour     | \$7.34/hour                                                        |
| <b>Transit Technician - Lead</b>   | \$27.82/hour     | \$7.48/hour                                                        |
| <b>Elevator Mechanic/Repairer</b>  | \$42.35/hour     | \$35.72/hour (< 5 yrs. service)<br>\$36.58/hour (> 5 yrs. service) |

In addition, shift differentials of eight percent (8%) of the employee's straight time pay rate for the second shift and ten percent (10%) for the third shift for straight time work regularly scheduled providing lore that (50%) of the employee's work occurred on such shift.

**Transit Technician-Entry:** Associates in this position will be given instruction by on-the-job and/or classroom training to perform corrective and preventive maintenance, inspections, repairs, and adjustments to all systems, subsystems, and components of an electronic, mechanical, electro/mechanical, hydraulic, and pneumatic nature. This classification of workers may assist with routine preventive maintenance, inspection, and adjustment. Tasks and procedures are well established and require close supervision. Incumbents will follow the direction of higher level personnel in preventive or corrective maintenance phases of work. Most tasks will be of an apprentice nature and will require close supervision. Incumbents will progress to the journey level after one year as a Transit Technician-Entry.

**Transit Technician-Senior:** This is a full performance level class performing various corrective and preventive maintenance, inspections, repairs, and adjustments to all systems, subsystems, and components of an electronic, mechanical, electro-mechanical, hydraulic, and pneumatic nature; monitors the transit system via a central computer system to make automated adjustments in the operation and maintenance of the transit system.

**Transit Technician-Lead:** Performs lead technical duties such as making work assignments and conducting on-the-job informal training as well as performing various tasks involved with the operation and maintenance of the transit system. The Lead Transit Technician is the specialist in terms of hands-on diagnosis and troubleshooting various problems that may arise on the transit system.

**Elevator Repairer:** The SCA-Directory of Occupations describes, Elevator Repairer as, “repairs and maintains “Automated People Movers” and like named devices used in the transportation of people and materials including, but not limited to elevators, escalators, dumbwaiters, and moving walkways to meet safety regulations and building codes. This worker trouble shoots and determines causes of trouble in brakes, electrical motors, switches, signal and control systems, using computers, test lamps, voltmeters, ammeters, and oscilloscopes, disassembles defective units and repairs or replaces parts such as electrical door locks, cables, electrical wiring and faulty safety devices installs push button control systems, complete control systems, and other devices to modernize automated people mover systems, and cleans and lubricates bearing and other parts to minimize friction.”

**TREE TRIMMERS**

Last Revision: 10-15-2009  
 Effective: 10-15-2010

| Classification:     | <b><u>Base Wage</u></b> | <b><u>Fringes</u></b> |
|---------------------|-------------------------|-----------------------|
| <b>Tree Trimmer</b> | \$16.77/hour            | \$2.48/hour           |

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

**WINDOW CLEANERS**

Last Revision: 2-18-2016  
 Effective: 12-01-2016

| Classification:       | <b><u>Base Wage</u></b> | <b><u>Fringes</u></b>                                             |
|-----------------------|-------------------------|-------------------------------------------------------------------|
| <b>Window Cleaner</b> | \$24.79/hour            | \$8.39/hr (Single)<br>\$10.47/hr (2-Party)<br>\$12.46/hr (Family) |

**Benefits/Overtime**

|                    |                                                                                                                                                                                                                                                                                                                                                |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Parking            | With valid monthly parking receipt from approved parking lot, employees are reimbursed for the cost of parking. The employer shall reimburse employees for parking expenses from other parking lots up to the amount reimbursed for DIA Employee Parking Lot upon the submission of a monthly parking receipt. Only (1) one receipt per month. |
| Shift Differential | \$0.75 per hour for employees assigned to 3rd shift (11:00 p.m. to 7:00 a.m.)                                                                                                                                                                                                                                                                  |
| Overtime           | One and one-half (1½) times the basic rate of pay in excess of 7.5 hours worked per day or 37.5 hours worked per week.                                                                                                                                                                                                                         |

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Lunch     | Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Lead Work | \$1.25 per hour above highest paid employee under supervision                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| High Work | \$1.75 per hour (21 feet or more from ground (base) to top of surface/structure being cleaned)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Training  | \$0.25 per hour                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| ECOPASS   | The Company will provide an Eco-Pass to all bargaining unit employees or pay \$.24 per hour for travel differential.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Note:     | The Career Service Board in their public hearing on April 3, 2008, approved to amend prevailing wages paid to the Window Cleaners as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification." |



**Timothy M. O'Brien, CPA**  
Auditor

# City and County of Denver

201 West Colfax Avenue, Dept. 705 • Denver, Colorado 80202

720-913-5000 • Fax 720-913-5253 • [www.denvergov.org/auditor](http://www.denvergov.org/auditor)

TO: All Users of the City of Denver Living Wage

FROM: Timothy M. O'Brien, Denver Auditor

DATE: January 24, 2017

SUBJECT: Living Wage / D.R.M.C. 20-80

Workers covered under the living wage ordinance (D.R.M.C. 20-80) are persons employed by any contractor or subcontractor to the city, pursuant to a direct service contract with the City, engaged in the work of a parking lot attendant, security guard, or child care worker, at any public building or public parking facility owned by the city or clerical support worker.

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Effective Date: January 24, 2017

The current living wage is \$11.83.

Questions call: 720.913.5000 Prevailing Wage Section





