

**CITY AND COUNTY OF DENVER
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE**

CONTRACT NO. 202262452

2021 Integrated Accessibility Construction Services

CONTRACT

THIS CONTRACT (this “Contract” or “Agreement”) is made and entered into as of the Effective Date (as hereinafter defined) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **GERALD H. PHIPPS, INC.**, a Colorado corporation, with its principal place of business located at 5995 Greenwood Plaza Blvd, Suite 100, Greenwood Village, CO 80111 (the “**Contractor**” and referred to herein, together with the City, as the “**Parties**” or each individually as a “**Party**”).

RECITALS

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 the Department of Transportation and Infrastructure (DOTI), the design services and construction work necessary to complete certain accessibility improvements in and for certain City-owned facilities and for the design and construction of certain sidewalk and ramp improvements throughout the City (collectively, the “**Program**”). Work items for the Program may include toilet partitions/fixtures, paving/flat work, elevators and controls, signage, door hardware, gate hardware, vending machines, EV charging stations, ATM fare machines, millwork, restroom accessories, and sidewalk/ramp improvements. Program locations may include the Colorado Convention Center, Lindsey-Flanigan Courthouse, Denver Animal Shelter, DPAC, East Side Office Building, Fire Station 2, Fire Station 10, Fire Station 18, Fire Station 9, Fire Station 26, Justice Center Detention Center, Police District 1, Police District 2, Police District 3, Castro Building, Wellington Webb Building, Red Rocks Amphitheater, or other locations within the City as identified by the City.

2. The Program encompasses the completion of work to address certain ADA deficiencies which have been identified by the U.S. Department of Justice (DOJ) and the City’s Human Rights and Community Partnerships, Division of Disability Rights. A spreadsheet identifying the ADA deficiencies, together with required completion dates, titled ADA PHASE II MASTER LIST (GC 03.07.22) delivered to Contractor on March 11, 2022 (the “**ADA Spreadsheet**”). The DOJ has provided a process for confirming the completion of remedial work that requires certification from an Independent Licensed Architect (the “**ILA**”).

3. The services to be provided may include, without limitation, Program Management Services, Design Services, Construction Work, and ILA review and interpretation assistance as required to complete all Program Work.

4. In accordance with Section 20-56 of the Denver Revised Municipal Code, the City issued a Request for Qualifications for Integrated Accessibility Construction Services, dated October 11, 2021 (“**RFQ**”) and a Request for Proposals, dated January 24, 2022 (“**RFP**”). The Contractor submitted a response to the RFQ, dated December 17, 2021 (the “**RFQ Response**”), and a response to the RFP, dated February 9, 2022 (the “**RFP Response**” and referred to herein, together with the RFQ Response, as the “**Proposal**”) The Proposal was received by the Executive Director of DOTI, who recommended that this Contract be made and entered into with the Contractor who was the selected proposer.

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

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

7. The Contractor has agreed to perform and provide personnel for all services required to administer and implement the Program on behalf of DOTI and perform all Work, on a Task Order or 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:

AGREEMENT

1.0 DEFINITIONS AND FORMAT

1.1 Work. The terms “**Scope of Work**” or “**Work**” or as used herein shall mean all work and services associated with any and all Program Management Services, Design Services, and Construction Work (as such terms are defined below) issued by the City, whether completed or partially completed, and includes all labor, management, administration, supervision, materials, supplies, manufactured components, equipment, installation, testing, construction, supervision, professional services, and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations under this Contract. The Work shall constitute the whole of the Program. The foregoing definition of Work shall supersede and replace the definition of the “**Work**” as set forth in Section 121 of the General Conditions.

1.2 Projects. As used herein, a “**Project**” means each individual component of Work as set forth in a Program Management Task Order, Design Task Order, or Construction Work Order (as such terms are defined below) issued hereunder by the City. Contractor shall provide coordination and management of all Projects to provide the City with a turn-key Program managed on a daily basis by one designated DOTI employee. Contractor will be responsible for coordinating the delivery of all services and Projects in the Program in a manner that will minimize costs and disruption while meeting Program delivery deadlines. Unless the City pre-approves a different

procedure in writing, Contractor must obtain a minimum of three sealed and date stamped bids for all Construction Work Orders. Contractor may submit sealed bids for Construction Work it wants to self-perform pursuant to the terms set forth in Section 4.0 below. All bids will be opened in the presence of the City Program Manager. Projects will be separately funded from dedicated sources.

1.3 Program Management Services. Program Management Services consist of the work and services described in Section 2.0 of this Agreement and on Exhibit A attached hereto, including all related, similar, and/or incidental services as specified in any Program Management Task Order(s) issued by the City.

1.4 Design Services. Design Services consist of the work and services described in Section 3.0 of this Agreement and on Exhibit B attached hereto, including all related, similar, and/or incidental services as specified in any Design Task Order issued by the City.

1.5 Construction Work. Construction Work consists of the following items, including all related, similar, and/or incidental work or services as specified in a Construction Work Order issued by the City: Constructing, replacing, repairing, altering or providing compliant, cost-effective solutions for improvements to City-wide facilities, including ADA compliance and code required upgrades, sidewalks and ramps and other improvements as directed by the City. For non-compliant ADA scope items, a predetermined list of deficiencies and associated reports will be the primary source scope development document. Any ADA deficiencies discovered during the process of design or construction, or inadvertently created as the result of another ADA deficiency solution, shall be brought to the immediate attention of the City Program Manager to work in conjunction with the City so that the proper course of action and correction may be implemented.

1.6 Construction Management Fee. The “**Construction Management Fee**” is the fixed percentage applied to the Direct Cost only. The Construction Management Fee includes all Contractor overhead and profit. The Construction Management Fee is 3.9% of the Direct Cost of the Construction Work (excluding Bond Cost and the Textura Program Fee). The Construction Management Fee is only relevant to Construction Work Orders. The CM Fee shall not be applied to the amount of the Textura Program Fee. The Construction Management Fee will be included whether or not the Work Order is performed by the Contractor. The Construction Management Fee will cover the Contractor’s efforts to develop procurement documents, advertise, solicit, package, procure, bid, evaluate bids, report and contract each Work Order, as well as construction management oversight of the multiple required construction Work Orders.

1.7 Direct Cost of the Work. The “**Direct Cost of the Work**” or “**Direct Cost**” of the Work is only relevant to Construction Work under a specific Work Order issued by the City, including self-performed Construction Work, and is equal to the amount, whether expressed as a fixed sum or a unit price, incurred and paid for the Construction Work actually completed under such Work Order. The Direct Cost of the Work is the total accepted bid which includes all materials, supplies, equipment, prime subcontractor’s bond cost, and labor necessary to perform the requested Construction Work. Direct Cost does not include the Contractor’s Bond Cost or the Textura Program Fee.

1.8 Textura Program Fee. As used herein, the term “**Textura Program Fee**” shall have the meaning ascribed in Exhibit H attached hereto.

1.9 Bond Cost. The “**Bond Cost**” shall consist of the actual amount paid by the Contractor for the Payment and Performance bond required by Section 4.5.2 of this Agreement (and the Contract Documents), including any and all bond Change Riders provided by the Contractor, as allocated to, or required for, each Work Order issued under this Agreement.

1.10 Design Management Fee. The “**Design Management Fee**” is the fixed percentage which covers the Contractor’s management, contract administration, quality assurance, reporting, value engineering, and oversight of multiple Design Task Order efforts and of the specific design effort for each applicable Design Task Order. The Design Management Fee will be applied to the total cost of the design professionals within each Design Task Order, not including hourly efforts included by the Contractor’s own staff, if applicable, and when requested by the City (such as public outreach, cost estimating, pre-construction). The Design Management Fee is 5.0% of each applicable Design Task Order. The Design Management Fee is only relevant to Design Task Orders. The Design Management Fee shall not apply to any designs provided by others, such as by other design teams hired separately by the City, nor shall it apply to the cost of any reimbursable expenses provided by the design team (permit/plan review fees, reproducibles, travel, and similar expenses).

1.11 Task and Work Order Maximum. Each Task Order and each Work Order will include a “**Task/Work Order Maximum.**”

- a) The **Task Order Maximum** for each Program Management Task Order and each Design Task Order 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 C** (Program Management Services) and **Exhibit D** (Design Services). These may include a negotiated amount for additional related work that will be subject to the Task Order Maximum.
- b) The **Work Order Maximum**, is the “**Total Amount**” of each Construction Work Order, determined by applying the following formula:

$$\text{Direct Cost} + \text{Construction Management Fee} + \text{Bond Cost} = \text{Total Amount}$$

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

1.12 City Program Manager. The City’s Department of Transportation and Infrastructure will designate a “**City Program Manager**” as the single point of contact for this Agreement. The Contractor shall plan, staff and coordinate its activities so that the Program and each Project can be effectively managed by the City Program Manager.

1.13 Executive Director of DOTI. As used in this Agreement, the terms “Executive Director of the Department of Transportation and Infrastructure,” “Executive Director,” “Manager of the Department of Transportation and Infrastructure” and “Manager” are interchangeable and shall have the same meaning.

2.0 PROGRAM MANAGEMENT SERVICES

2.1 Program Management Services. Program Management Services may include any of the items set forth in **Exhibit A** attached hereto and the services described below in this **Section 2.0**. At the City's request, Contractor will provide a detailed proposal of services to be provided including specific deliverables, deadlines and a not to exceed cost to perform the work based on a schedule of values. All Program Management Services will be authorized by Task Order. Program Management Services will be paid at the hourly rates set forth in **Exhibit C** with a negotiated not to exceed cap for each Task Order unless an alternate method of payment is specified in the Task Order. The items listed and described on **Exhibit A** are intended to supplement the provisions set forth in this **Section 2.0** and to provide further illustrations of the types of services that are expected to be included in future Program Management Task Orders. All Program Management Task Orders will include a description of the specific elements of the Program Management Services to be included within the Scope of Work covered by such Program Management Task Order. Program Management Task Orders may include services that are not specifically described in this **Section 2.0**, but are similar in nature to, or logical extensions of, the Program Management Services described herein.

2.1.1 Program Administration. The Contractor will provide overall Program administration service necessary or required to complete each 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 Task Orders and Work Orders. 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 each 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 Administration – M/WBE Utilization Plan and Prevailing Wage. Contractor shall ensure compliance with the M/WBE Utilization Plan 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.

2.1.5 Meetings and Reports. At a minimum, a weekly progress meeting will be held at the Program 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 budgets, M/WBE Utilization Plan, percent complete, and budget performance.

The Contractor shall also provide regular reports to the City Program Manager on the progress of work of each Work Order in the form and including the information directed by the City.

2.1.6 Program and Services Staffing. In addition to the CPM (as described in Section 2.1.8 below), 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 Program Manager. Key Personnel are listed in **Exhibit E**. 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.

2.1.7 Key Personnel – General Requirements.

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

2.1.7.2 The Contractor shall submit to the City Program 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.

2.1.7.3 Such additional Key Personnel must be recommended by the Contractor and approved by the City Program 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. At any point throughout the Program, the City Program Manager may request the ICPM to provide a workload list of any specific Key Personnel to make sure the City is receiving the services agreed to in this Agreement. Should the Contractor wish to utilize the same staff for Construction Work included in a specific Work Order as the staff working on the overall Program Management, they will require written approval from the City Program Manager to complete the construction.

2.1.7.4 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.

2.1.8 Contractor Program Manager. Contractor shall designate a Integrated Contractor Program Manager (“ICPM”) responsible for the management of the Program and all Projects under each individual Task/Work Order. The ICPM may act as a single point of contact for the City in all matters related to the Program and each individual Task/Work Order. All field supervision staff for each individual Work Order will report to the ICPM. The ICPM may be responsible for, among other duties: work order schedule, coordinating construction activities with customer, payments to subcontractors and managing the M/WBE program to ensure that the M/WBE Utilization 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.

3.0 DESIGN SERVICES

The Contractor shall coordinate, perform and deliver the Design Services specified on **Exhibit B** attached hereto pursuant to any and all final Design Task Order(s) issued from time to time by the City. The City, in its sole discretion, will determine if a Construction Work Order will be issued for any project for which Contractor provides Design Services. The City reserves the right to procure any construction work through alternate methods. All Design Task Orders will include a description of the specific elements of the Design Services to be included within the Scope of Work covered by such Design Task Order. Design Orders may include services that are not specifically described in this Section 3.0 (or **Exhibit B**), but are similar in nature to, or logical extensions of, the Design Services described herein.

4.0 PROJECT DELIVERY

4.1 Task Order Proposal Request. The City will issue Task Order Proposal Requests to the Contractor in the form attached as **Exhibit F**. Each Proposal Request will be for either Program Management Services (a “**Program Management Task Order**”) or Design Services (a “**Design Task Order**”). Task Order Proposal Requests will identify the needed scope of work and applicable schedule requirements. Each Task Order Proposal Request will result in a final Task Order Pricing Proposal from the Contractor incorporating the City’s request.

4.2 Work Order Proposal Request. The City will issue Work Order Proposal Requests to the Contractor in the form attached as **Exhibit F**. Each Work Order Proposal Request will be for Construction Work (a “**Work Order**”). Work Order Proposal Requests will identify the agreed upon scope of work and applicable schedule requirements. Work Order Proposal Requests will identify the performance period, any liquidated damage requirements, and other specific terms and conditions. Each Work Order Proposal Request will result in a final Work Order Pricing Proposal from the Contractor incorporating the City’s request.

4.3 Pricing Proposal.

4.3.1 Program Management and Design Task Orders. Upon receipt of a Task Order Proposal Request for either Program Management Services or Design Services, Contractor will expeditiously prepare and submit a written proposal in the form attached as **Exhibit G** (a “**Pricing Proposal**”) with estimated hours and units required to complete the requested work using the hourly rates and unit price rates attached as **Exhibit C** (Program Management Services) and **Exhibit D** (Design Services). Pricing for such Task Orders will be paid pursuant to fully burdened hourly rates set forth in Section 7.1 of this Agreement. The hourly rates in Pricing Proposal response will be fully burdened rates and include ALL direct and indirect costs, which includes, but is not limited to, the following expenses: vehicles, parking, cell phones, computers, gas, taxes, insurance, and profit. Contractor will not be entitled to any additional compensation including a fee, general condition costs, insurance, or any other compensation for Program Management Services and/or Design Services other than the hourly rates in the respective Pricing Proposal. The hourly rates for Program Management Services and Design Services are fixed rates which will not be adjusted during the Term of this Agreement.

4.3.2 Construction Work Orders. Upon receipt of a Work Order Proposal Request, Contractor, in consultation with the City Program Manager, will determine how to package bids to achieve Project and Program objectives, including competitive pricing. At the City’s request,

Contractor will advertise the project and obtain a minimum of three sealed, date stamped competitive bids for all Work necessary to complete the Project unless otherwise agreed to in writing by the City Program Manager. In addition, Contractor shall provide the City Program Manager with all notices of invitations to bid a minimum of three (3) days before the advertisement date for approval and so that invitations may be posted on the City's website. At the City's discretion, prior to submitting bids, prime subcontractors must be prequalified by the City in the appropriate category based on the Work required to be performed in each Work Order in accordance with the City's Prequalification Rules. The appropriate prequalification category will be provided by the City's Program Manager before advertisement. Prequalification requirements will be included in the advertisement. Contractor, in consultation with the City Program Manager will determine how to package bids to achieve Project and Program objectives. The City Program Manager and the ICPM will agree on a Project specific schedule of values format for Work Order construction hard bid proposals. Contractor may submit a sealed bid to self-perform Construction Work which will be counted as one of the required competitive bids and shall be complete and submitted to the City Program Manager a minimum of 24 hours prior to bid deadline. Bids will be opened in the presence of the City Program Manager. At the City Program Manager's discretion, Work Orders may be issued and requested in either lump sum or unit priced arrangements (or any variation or combination thereof, as specified in the City's Work Order Proposal Request). In the event that the City decides, in its sole discretion after bids are opened, to move forward with a Project, a Work Order will be executed with a Work Order Maximum, completion deadlines and details of the Work. Each Pricing Proposal shall include a schedule of values and a lump-sum or unit pricing for each Project and shall be transparent and available for review and negotiation with the City's Program Manager (pricing shall include all labor hours, competitive material pricing, competitive subcontractor pricing, and Construction Management Fee).

Low Bid: Bids will be opened in the presence of the City Program Manager to ensure selection of the lowest responsive bidder based on qualifications and responsiveness.

Best Value: If the City approves a Best Value selection approach, and an associated Proposal Evaluation Manual (PEM), as contemplated in Section 2.0 and **Exhibit A** of this Agreement, the City Program Manager may approve or permit a Best Value selection method in compliance with the procedures set forth in any such approved PEM in lieu of selection of the lowest qualified bidder.

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 of the City's General Conditions for Construction 2011 Edition 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 to move forward with a Project, a Work Order will be executed with a lump sum or unit pricing (as applicable), schedule, completion deadlines and details of the Construction Work. Each such Work Order will be based on a schedule of values (or unit pricing, as applicable) to measure progress and establish payment for the Construction Work during a particular pay period.

In addition to the foregoing requirements, all Work Orders shall be processed and submitted in accordance with, and otherwise subject to, the terms and procedures set forth in **Exhibit H** attached hereto (the "**Work Order Procedures**"). The City may, upon reasonable prior notice to the

Contractor, make modifications to the Work Order Procedures from time to time during the Term of this Agreement.

4.4 Work/Task Order Review and Execution.

4.4.1 Work/Task Order Review. The City will review the Contractor's final Task Order or Work Order Pricing Proposal(s) 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 and Task Order performance. Such activities shall be documented for each Work/Task Order. Competitive pricing for material shall be reviewed and labor hours will be evaluated using industry references such as RS Means, or verified by an independent cost estimator. If the Task/Work Order Pricing Proposal is ultimately acceptable to the City, the City will issue a Work/Task Order in the form(s) attached as **Exhibit I**, 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.

4.4.2 Work/Task Order Execution. The fully executed Work/Task 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/Task Order. Under the Work/Task 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/Task 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/Task Order within the period of performance specified in the Work/Task 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.

4.4.3 Notice to Proceed. Following issuance of a Task Order or Work Order, the Project Manager shall issue a Notice to Proceed 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 Notice to Proceed issued will be in the form attached hereto and incorporated herein as **Exhibit M**.

4.5 Work Order - General. The Contractor will complete, or cause to be completed, the Work in accordance with the terms and conditions of the Work Order. All Construction Work shall be performed by licensed contractors, selected and paid by the Contractor and acting in the interest of the Contractor. Unless otherwise approved by the City Program Manager, for each Project, the Contractor shall execute a contract with the "prime subcontractor" who will act as the prime/general contractor for such Project.

4.5.1 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 Program Manager. 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.

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

A Performance and Payment Bond, in the form included in these Contract Documents, shall be furnished covering all Work performed hereunder. An initial bond in the amount of **Fifty Thousand Dollars and No Cents (\$50,000.00)** shall be provided at the time of Contract execution. As additional Work is authorized Contractor shall provide properly executed bond Change Riders, in the form included in these Contract Documents, in amount(s) not less than one hundred percent (100%) of all Work for which Final Settlement has not occurred.

The Payment and Performance Bond shall be in the form of **Exhibit J** attached and all Change Riders shall be in the form of **Exhibit K** attached hereto.

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

4.5.3.1 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 this 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.

4.5.3.2 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 L**, 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.

4.5.3.3 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.

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

4.5.3.5 Subcontractors. All subcontractors (including all "prime subcontractors" for each Project, and all 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.

4.5.3.6 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.

4.5.3.7 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.

4.5.3.8 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.

4.5.3.9 Additional Provisions. For Commercial General Liability, the policies must provide the following: (1) that this Agreement is an Insured Contract under the policy; (2) defense costs are outside the limits of liability; (3) a severability of interests or separation of insureds provision (no insured vs. insured exclusion); and (4) a provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City. For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier. 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.

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

- Liquidated damages in the amount of \$1,000 per day shall apply on a Program level (“**Program LDs**”) in the event that the Contractor fails to meet any of the foregoing Program milestones: Any failure to achieve completion, including ILA inspection and approval, on or before January 31, 2023 (“**Milestone Date 1**”), of any of the ADA findings identified in the ADA Spreadsheet as having a required completion date on or before Milestone Date 1.
- Any failure to achieve completion, including ILA inspection and approval, on or before January 31, 2024 (“**Milestone Date 2**”), of any of the ADA findings identified in the ADA Spreadsheet as having a required completion date on or before Milestone Date 2.
- Any failure to achieve completion, including ILA inspection and approval, on or before January 31, 2025 (“**Milestone Date 3**”), of any of the ADA findings identified in the ADA Spreadsheet as having a required completion date on or before Milestone Date 3.

Should the Contractor fail to complete any Work Order within the Contract Time allocated in that Work Order, the Contractor shall become liable to the City and County of Denver for liquidated damages, and not as a penalty, **at the liquidated damages rate specified in that Work Order (“Work Order LDs”)**, for each consecutive calendar day that the Contractor exceeds the period of performance specified in the Work Order, all in accordance with the provisions of General Contract Condition 602. If a specific Work Order includes Work Order LDs that coincide with and include items otherwise included in Program LDs for any applicable Milestone Date, the Parties intend the Work Order LDs to supersede and replace the Program LDs for such items so that in no event will both Program LDs and Work Order LDs be payable for any such Projects or Work Orders.

If the Contractor fails to commence work within ten (10) consecutive calendar days of the date of issuance of a Notice to Proceed for a referenced Work Order, the Contractor shall become liable to the City and County of Denver for liquidated damages, and not as a

penalty, at the liquidated damages rate specified in the fully executed Work Order, for each consecutive calendar day after the expiration of the initial ten (10) day period after issuance of a Notice to Proceed that the contractor fails to commence Work on a fully executed Work Order issued by the City, all in accordance with provisions of General Contract Condition 602.

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

4.5.5 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 provided that the subcontractors receive prior approval in accordance with General Contract Condition 502, SUBCONTRACTOR ACCEPTANCE.

4.5.6 Task Order Changes. The Contractor agrees to discuss the City's program and budget for each assigned task with the Project Manager and further agrees, unless it has notified the City in writing that the task cannot be accomplished within such budget, to accomplish the task within the intent of the program and final proposal cost. Should the Contractor determine that an assigned task cannot be accomplished within the final proposed cost, the Contractor shall immediately notify the Project Manager, in writing.

4.5.6.1. Contractor shall prepare a proposal with a maximum estimated fee for a particular task. Contractor agrees to complete the task within the limits of the approved final proposal cost, unless otherwise modified by the City. Should all task work exceed such cost, the Contractor agrees to complete the Task at no additional cost to City and, in a manner acceptable to the City. Task Order Changes will be priced using the same method used for Task Orders.

4.5.7 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:

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 N** The procurement requirements for Work Orders may not apply to Work Order Changes. The Contractor and Project Manager will agree on the extent to which Contractor will be required to obtain bids on Work Order Changes. All Work Order Changes will include a not to exceed maximum amount. In addition, Work Order Changes shall be subject to the terms and conditions set forth in **Exhibit H** attached hereto. 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.

For purposes of this Agreement, the mark-ups described in Title 11 will flow down to the prime subcontractors who are awarded the Work Order and the Contractor will only be allowed increased Construction Management Fee on increases to the Direct Cost of the Construction Work, no other change management fees will be payable to the Contractor. Accordingly, deductive Change Orders will result in a decrease to the Construction Management Fee.

4.5.8 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 O**, will be issued by the City. Substantial Completion of the Work will not be issued until a non-compliant ADA Finding is passed and approved by the ILA.

4.5.9 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 P**. Final payment for the Work Order, including payment of all related retention, will be made in accordance with the Contract Documents. In addition to all other requirements set forth in this Agreement, at or before the time final payment is made, the following items must be submitted to, and approved by, the City: (1) a Consent of Surety, (2) a completed Certificate of Contract Release, in the form attached hereto as **Exhibit Q**, (3) a Final/Partial Release and Certificate of Payment in the form attached hereto as **Exhibit R**, and (4) a Contractor's Certification of Payment/in the form attached hereto as **Exhibit S**.

4.5.10 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.

4.5.11 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.

5.0 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)

RFQ (incorporated herein by reference)

Contractor's RFQ Response (incorporated herein by reference)

RFP (incorporated herein by reference)

Contractor's RFP Response (incorporated herein by reference)

Exhibit A – Description of Program Management Services

Exhibit B – Description of Design Services

Exhibit C – Program Management Services Rate Sheet

Exhibit D – Design Services Rate Sheet

Exhibit E – List of Key Personnel

Exhibit F – Task and Work Order Proposal Request Form(s)

Exhibit G – Task and Work Order Pricing Proposal Form(s)

Exhibit H – Work Order Terms and Procedures

Exhibit I – Task/Work Order Form(s)

Exhibit J - Performance and Payment Bond

Exhibit K – Bond Rider

Exhibit L – Certificate of Insurance

Exhibit M – Task and Work Order Notice to Proceed Form(s)

Exhibit N – Task and Work Order Change Form(s)

Exhibit O - Work Order Substantial Completion Notice Form

Exhibit P – Work Order Final Acceptance Notice Form

Exhibit Q –Certificate of Contract Release

Exhibit R – Final/Partial Release and Certificate of Payment Form

Exhibit S – Contractor's Certification of Payment Form

Exhibit T – Rules and Regulations Regarding Equal Opportunity

Exhibit U – Prevailing Wage Rates

5.1 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 Agreement (including all Exhibits referenced herein);
2. each fully executed Work/Task Order;
3. the General Contract Conditions;
4. the RFQ and RFP; and
5. the Contractor’s Proposal.

5.2 Intent of Integrated Contract Documents. The intent of this Agreement and all Contract Documents collectively is to include all terms, conditions, work items and services necessary or required for the proper execution and completion of each Task/Work Order. The Task/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 Task/Work Order or Contract Documents will be required unless they are not consistent with the Task/Work Order or Contract Documents and are not inferable from the Task/Work Order or the Contract Documents as being necessary to produce the result intended by the Task/Work Order. Words and abbreviations that have well known technical or trade meanings are used in any Task/Work Order or the Contract Documents in accordance with such recognized meaning.

5.3 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.

5.4 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.

5.5 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. (“Yellow Book”)

Building & Fire Codes:

*Building Code of the City and County of Denver
(International Building Code 2015 Series, City and County of Denver Amendments 2016)*

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

Other:

DOTI Division One Specifications

DOTI Transportation Standards for the Engineering Division and Special Provisions for Sidewalks

ADAAG

ANSI A117.1

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:

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

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

5.6.1 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.

5.6.2 Line of Authority. With reference to General Contract Condition 109, DEPUTY MANAGER and General Contract Condition 212, CITY’S CONTRACT ADMINISTRATION LINE OF AUTHORITY, The City's Executive Director of the Department of Transportation and Infrastructure ("Director") is the City's representative responsible for authorizing and approving the work performed under this Agreement. The Director hereby designates the City Engineer as the Director’s authorized representative for the purpose of designating a Project Manager, for the purpose of issuing a written Notice to Proceed and for purposes of administering, coordinating and finally approving the work performed by the Design Contractor under this Agreement. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of work performed by the Design Contractor, except for approvals which are specifically identified in this Agreement as requiring the Director’s approval. The Director expressly reserves the right to designate another authorized representative to perform on the Director’s behalf by written notice to the Design Contractor.

Denver Department of Transportation and Infrastructure:

City Program Manager

Telephone

Kyle Casinelli

(720) 865-3465

5.6.3 [Reserved]

5.6.4 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. Additionally, as required by this Agreement, an ILA representative will be required to perform accessibility compliance inspections and approvals as to all applicable Work items. 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.

5.6.5 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.

5.6.6 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.

5.6.7 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.

5.6.8 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.

5.6.9 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.

<https://www.denvergov.org/content/denvergov/en/contract-administration/contractor-resources.html>

5.6.10 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.

6.0 RELATIONSHIP OF THE PARTIES; REPRESENTATIVES

6.1 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.

6.2 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.

6.3 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.

7.0 COORDINATION AND COOPERATION

7.1 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.

7.2 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 Transportation and Infrastructure, the City's Program Manager, the User Agency, other City contractors and any affiliated entities. In addition, the Contractor shall coordinate its efforts under this Contract with all involved governmental and regulatory entities.

7.3 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 City's Program 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 City's Program Manager and to the greatest extent practicable, Project meetings with the City shall be conducted in the City and County of Denver, Colorado.

7.4 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.

8.0 COMPENSATION

8.1 Compensation – Program Management and Design Services. For all Program Management Services, the Contractor will be paid for hours worked at the hourly rates or unit prices (as applicable) set forth in **Exhibit C** for the work authorized by a final Task Order. For all Design Services, the Contractor will be paid the sum of (1) for hours worked at the hourly rates or unit prices (as applicable) set forth in **Exhibit D** for the work authorized by a final Task Order, plus (2) the Design Management Fee for such Task Order. The Contractor shall invoice monthly and be paid based on hours worked at hourly rates included in **Exhibit C** (Program Management Services) and **Exhibit D** (Design Services) subject to the Task Order Maximum and the Maximum Contract Amount. Such invoices shall reflect the Contractor's actual hours, sub-contractor costs and reimbursable costs, and shall be based on the hourly rates, unit prices or other rates for services contained in **Exhibit C** and **Exhibit D** (as applicable). The rates contained in **Exhibit C** and/or **Exhibit D** can be modified only by a written amendatory or other agreement executed by the parties and signed by the Parties to this Agreement. The Contractor shall maintain contemporaneous hourly records of the actual hours worked by its personnel and subcontractors, records of all allowable reimbursable expenses, and records of expendable supplies and services as necessary to support any audits by the City, and shall bill the City monthly for fees and costs accrued during the preceding month. The Contractor's invoice shall be separated by Task Order. Upon submission of such invoices to the City Program Manager, and approval by the City, payment shall issue. Final payment to the Contractor, for each assigned Task Order, shall not be made until after the Task Order is accepted and deliverables are delivered to the City, and the duties agreed to in the approved Task Order are otherwise fully performed by the Contractor.

8.2 Compensation – Construction Work. Contractor will be paid based upon the percentage (or amount) of Work completed using an approved schedule of values or unit prices, as applicable, and subject to the Work Order Maximum.

8.2.1 Payments to Contractor for Work Orders. The application for payment shall be submitted through the Textura website. Contractor recognizes and agrees that it shall be required to use the Textura Construction Payment Management System for this Project to request payment from the City and to pay all first tier subcontractors and suppliers and further record payment to all certified subcontractors or suppliers that are listed for participation towards any assigned SMWDBE program goal. Contractor further agrees that, to the fullest extent possible within Textura, the City shall be entitled to all non-Confidential records, reports, data and other information related to the project that are available to Contractor through Textura, including, but not limited to, information related to Contractor and subcontractor billings. To that end, Contractor agrees it will activate any available settings within Textura necessary to grant the City access to such non-Confidential information related to the contract and the project. Applications for payment shall be based on the contract unit prices or the approved schedule of values described in GC 903.1

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

<u>Agency/Firm</u>	<u>Name</u>	<u>Telephone</u>
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In accordance with General Contract Condition 906, APPLICATIONS FOR PAYMENT, each Application submitted shall include the following:

1. The estimate of Work completed shall be based on the approved schedule of values or unit prices, as applicable, and the percent of the Work complete.
2. Each Application for Payment shall include each and every independent subcontractor's payroll information including pay dates and pay amounts.
3. The Contractor, and its subcontractors of all tiers who have performed work, shall also submit to the Auditor and other appropriate officials of the City prior to submitting the payment application, information required by General Contract Condition 1004, REPORTING WAGES PAID.
4. Starting with the second payment application, the payment applications shall be accompanied by a completed Contractors' Certification of Payment Form (CCP), listing all first tier subcontractors and suppliers and all certified subcontractors or suppliers that are listed for participation towards any assigned SMWDBE program goal. The final payment application must be accompanied by an executed Final/Partial Release and Certification of Payment Form and Certificate of Contract Release Form from the Contractor.

If subcontractor or supplier payments are disbursed via Textura, those systems generated Final/ Partial Release and Certificate of Payment Form and CCP forms are acceptable.

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

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

The forms, Final/Partial Release and Certificate of Payment the Contractor's Certification of Payment, both of which must be used are attached as **Exhibit R** and **Exhibit S** respectively.

Retainage will be withheld from each work order in accordance with General Contract condition 908, RETAINAGE, until Final Acceptance has been issued and all other conditions are met.

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

8.4 Project Savings. In the event that the final cost of any Work/Task Order, including all adjustments for Work/Task Order changes, is less than the amount budgeted for that Work/Task 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 work into the Project as reasonable or otherwise increase the Work to be performed by the Contractor.

8.5 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 Seventy-Three Million and NO/100 Dollars (**\$73,000,000.00**) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed beyond those properly authorized by executed Task/Work Orders are performed at Contractor's risk and without authorization under the Agreement.

8.6 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.

8.7 Indemnification. Section 1602, Indemnification, of the General Conditions is applicable to this Agreement and is incorporated into this Section 8.0 as if fully set forth herein.

9.0 TERM The term of this Agreement (the "**Term**") will commence on the Effective Date and will expire three (3) years thereafter unless it is extended by written amendment executed by the Parties. Contractor may complete any work authorized by a properly executed Task/Work Order before the Term expires and the Term of this Agreement (as to any such Task/Work Orders) will extend until the Task/Work Order is completed or this Agreement is terminated by the Executive Director.

10.0 ADDITIONAL PROVISIONS

10.1 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, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, identity, marital status, source of income, military status, protective hairstyle, or disability. 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 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 T**.

10.2 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.

10.3 Compliance with Minority/Women Business Enterprise Requirements. This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (“D.R.M.C.”), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “MWBE Ordinance”); and any Rules and Regulations promulgated pursuant thereto.

- (a) The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“DSBO”) is fourteen percent (14%).
- (b) Under § 28-68, D.R.M.C., the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the Scope of Work affecting MWBEs performing on this Agreement through change order, contract amendment, force account, or other modification under § 28-70, D.R.M.C. The Contractor acknowledges that:
 - (1) If directed by DSBO, the Contractor is required to develop and comply with a Utilization Plan in accordance with § 28-62(b), D.R.M.C. Along with the Utilization Plan requirements, the Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.
 - (2) If change orders or any other contract modifications are issued under this Agreement, the Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the Scope of Work, upon any of the bases under § 28-70, D.R.M.C., regardless of whether such increase or decrease in Scope of Work has been reduced to writing at the time of notification of the change by the City.
 - (3) If change orders or other amendments or modifications are issued under this Agreement that include an increase in the Scope of Work of this Agreement, whether by amendment, change order, force account or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change orders or contract modification shall be promptly submitted to DSBO for notification purposes.
 - (4) Those amendments, change orders, force accounts or other contract modifications that involve a changed Scope of Work that cannot be performed by existing project subcontractors are subject to the original overall contract goal. The Contractor shall satisfy the goal with respect to such changed Scope of Work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Contractor must also satisfy the requirements under

§§ 28-60 and 28-73, D.R.M.C., with regard to changes in the Scope of Work or participation. The Contractor shall supply to the DSBO Director all required documentation under §§ 28-60, 28-70, and 28-73, D.R.M.C., with respect to the modified dollar value or Work under this Agreement.

- (5) If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Contractor is required to comply with § 28-72, D.R.M.C. regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.
- (6) Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-76 of the MWBE Ordinance.
- (7) Should any questions arise regarding specific circumstances, the Contractor should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

10.4 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, (1) 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, and (2) the City's Minimum Wage Protections Sections 20-82 through 20-84 D.R.M.C., and any determinations made by the City pursuant thereto. In the event a covered worker falls under both ordinances, Contractor shall pay the greater of the two rates. A copy of the applicable prevailing wage rate schedule is attached as **Exhibit U** and incorporated herein by reference.

Date bid or request for qualifications/proposals was advertised October 11, 2021.

Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the date of advertisement specified above. 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.**

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

10.6 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.

10.7 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.

10.8 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.

10.9 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.

11.0 Proprietary or Confidential Information.

11.1 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.

11.2 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.

11.3 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.

11.4 Professional Obligations.

11.4.1 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.

11.4.2 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.

11.4.3 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, contractor, subcontractor, or employee of the City.

11.5 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.

11.6 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: GERALD H. PHIPPS, INC.
5995 Greenwood Plaza Blvd, Suite 100
Greenwood Village, CO 80111

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

With a copy to: Manager
DOTI Interagency Missions
201 West Colfax, Department 506
Denver, CO 80202

And a copy to: Assistant City Attorney – Municipal Operations Section Director
City and County of Denver
201 West Colfax, Department 1207
Denver, Colorado 80202

11.7 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.

11.8 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.

11.9 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.

11.10 Signatures and Effective Date. 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.

As used herein, the term “**Effective Date**” shall mean the date appearing on the City’s signature page of this Agreement.

11.11 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: DOTI-202262452-00
Contractor Name: GERALD H. PHIPPS, INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202262452-00
GERALD H. PHIPPS, INC.

By: DocuSigned by:
kurt T. Klanderud
78D52C8430E5428... _____

Name: kurt T. Klanderud
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

Description of Program Management Services

Program Management Services include but are not limited to:

- Program Management
- Safety Management
- Quality Management
- Risk Management
- Cost Estimation and Pre-Construction Services
- Sequencing and Work Packaging
- Schedule Development and Adherence
- Procurement and Bidding, and Best Value Criteria
- Close-Out
- Property Access/Egress, Signage,
- Contract Administration and Reporting
- Public Outreach
- Value Engineering
- MWBE Compliance

a. Meetings and General Management Responsibilities

Regular meetings and responsibilities during the course of the program may include, but are not limited to, the following:

- Kick-off
- Initial project scoping and risk planning
- Weekly Progress
- Coordination meetings with other contractors and/or City representatives required to facilitate the work, including coordination with other City agencies
- Design and Constructability Review Meetings
- Budget and Cost Alignment Meetings
- Executive Team Meetings (as required)
- Facilitating project documentation requirements
- Project closeout
- Refinement and coordination of the project scope and packaging for overall work and project delivery efficiency
- Develop strategies for coordination of construction timing relative to ADA projects or other requested City work
- Management of overall ADA project delivery schedule in accordance with mandated DOJ timeline for completion.
- Identification and mitigation of project risks.
- Punchwalks, warranty coordination, and inspections.
- Preparation of design documentation for permitting.
- Coordination of engineering consultants in order to produce complete contract documents for construction and permitting.
- Punch listing and inspection of construction in adherence with construction specifications and documents and in compliance with ADA requirements.
- Value engineering and cost saving solutions, where applicable and needed.

b. Deliverables:

- Project Management Plan
- Safety Management Plan
- Quality Management Plan
- Risk Management Plan/Register
- Cost Estimates, as requested
- Schedule
- Sequencing/Scheduling Matrix of ADA compliance deadlines with all Project work required at a given facility(s)
- Procurement, Bidding, and Best Value Criteria Documents
- Close-Out Documentation (ILA tracking, reports, as-builts, OM Manuals, etc.) as required by Specifications
- Circulation, pedestrian, ROW, and temporary access plans, as required
- Contract Administration and Reporting
- Public Information and Outreach Plan
- Constructability Reviews

c. Coordination with Others

The Contractor will be required to coordinate with partner agencies, project stakeholders, design teams hired by the Contractor or separately by the City, peer review consultants, cost estimators, The City's HRCP division, public art representatives and artists, Independent Licensed Architect (ILA), City Inspectors, City project staff and City Program Manager, and others as required for effective execution of the Work.

d. Project Management Plan

Project Management Plan to include identification of the program scope elements, critical success factors of the program scope, risks and challenges, deliverables, work breakdown structure, provide any or all subcontractor and general contractor proposals, full scope review, bid-tabulation sheets, man-hour reports, schedule(s), key personnel roles and responsibilities, communication and escalation protocols, and approach to delivering the work on time and on budget. Plan shall also include approach to reporting and tracking each non-compliant ADA finding throughout the course of the program, including progress made toward addressing a compliant solution for each finding, as well as the final mitigation measure and successful inspection ("PASS") by the ILA documented.

e. Safety Management Plan

The Contractor shall outline an overall approach to managing the safety of all internal and external staff throughout the course of the project. Contractor should provide approach to ensuring that the safety programs of others (i.e. other Contractors who may be awarded the Work Order construction projects) aligns with Citywide safety values, as well as an overall commitment to safety. Should the Contractor be awarded any Construction Work Orders, specific site-safety precautions and considerations will be addressed at the Work Order level for a given Project.

f. Quality Management Plan

The Contractor shall be responsible for ensuring programmatic quality of both design and construction teams, ensuring that the ultimate level of quality required to achieve ADA compliance is achieved throughout both the design and construction of the project(s). A quality management plan addressing the following but not limited to,

- oversight of construction activities
- impacts to operations
- prevention of construction material defects
- consistency in ADA-compliant material/product selection
- selection of qualified subcontractors and subconsultants
- timely inspections and coordination with the ILA
- adequate communication and training
- closeout documentation
- peer reviews and/or constructability reviews
- documentation of existing conditions
- submittals/samples/mock-ups as applicable

g. Risk Management Plan/Register

Creation of program risk register, risk workshop with project stakeholders, risk management plan to assess, mitigate, and track program risks, as well as ongoing monitoring of risks/risk owners/milestone mitigation measures

h. Cost Estimates and Pre-Construction Services

The Contractor may be asked to perform cost estimates to determine design task order pricing and/or construction work order pricing for budgeting and planning purposes. Validate pricing provided by subcontractors and designers, as well as provide any or all subcontractor and general contractor proposals, full scope review, bid-tabulation sheets, man-hour reports, or any unique work that may require additional cash flow analysis. The City will determine if Pre-construction services are desired for individual projects or the Program. Pre-Con services may include constructability reviews, value engineering, staging assistance, sequencing ideas, cost estimating, and related services.

i. Scheduling

Perform overall summary level scheduling services which will identify the milestone activities for each of the facilities that the City will release to the Contractor via Task Orders and Work Orders. Sufficient detail is only required to indicate dependencies upon other City-related activities and events. Milestones shall be shown to indicate activities which will require early procurement as well as restrictions to public access, utility interruptions, and the project completion dates required to meet the annual deadlines. Schedule shall be reviewed with City Program Manager on a regular basis and any changes to the schedule must be communicated to and approved by the City.

- **Coordination with Other Projects and Events:** The Contractor will be responsible to coordinate their activities with other ongoing projects and scheduled activities and events at a given facility. If required, the Contractor will make the building or site available on an as-needed basis for City representatives, other consultants and contractors needing access to perform investigative work, survey, geotechnical borings, etc. The Contractor shall work closely with the City to coordinate ADA remedial activities with scheduled events to reduce site access and construction conflicts.

j. Sequencing/Scheduling Matrix of DOJ Deadlines and Proposed Work

The Contractor shall create a scheduling matrix which outlines when design will occur for all findings, when work will occur in each facility, and cash flow analysis demonstrating when funding will be needed to execute a given Task Order or Work Order. This matrix shall demonstrate how all of the above work will be successfully completed within each annual deadline/milestone, at each facility. The sequence proposed in the matrix will also identify the work packaging approach required to execute the work most efficiently and effectively, and will be used to plan design, construction, and budgetary work throughout the program. The matrix shall be developed by the Contractor and approved by City. Changes to the matrix must also be approved by the City.

k. Procurement, Bidding, and Best Value Criteria

The Contractor will be required to advertise, solicit, compile, and review bids for all construction work orders, regardless of whether the Contractor bids on the Construction Work Order or not. The Contractor will create consistent bid forms, instructions to bidders, any necessary addenda, review of schedule of values, and evaluation of bids, required to award an apparent low bidder. All documentation shared with prospective bidders shall be provided to the City Program Manager upon request the PM will be present while all final bids are opened. The Contractor will review with the PM in order to demonstrate that the lowest qualified bidder was selected for the work. The Contractor will be required to solicit and receive 2 or more competitive bids for each construction work order. Should multiple bids not be received, the Contractor shall notify the City Program Manager to review the scope of work and determine if overly restrictive project requirements were provided.

l. Best Value Criteria Proposal Evaluation Manual (PEM)

Contractor shall develop Best Value Criteria and associated Proposal Evaluation Manual (PEM) to be considered by the City for a selection method for a given Work Order(s) should alternative criteria be critical to the success of a project. Determination of which Work Orders will be selected by low bid or by Best Value will ultimately be determined by the City and may be as recommended by the Contractor. Contractor shall develop such criteria, scoring approach, and selection and evaluation procedures, etc. for projects identified as Best Value Work Orders. Items to be included in the Proposal Evaluation Manual shall include, but not be limited to the following:

- Identification of methodology for selection
- Best Value criteria (schedule, cost, working hours, experience working in secure or occupied facilities, more complex scope, environmental compliance, past project performance/experience at a given site, key personnel, project approach, quality plan, safety approach, etc.)
- Proposal Evaluation and Review criteria to ensure consistent and fair approach to evaluating proposals
- Technical Review Committee identification
- Evaluation Procedure including scoring checklist and formula weightings
- Confidentiality/Non-disclosure agreements
- Price opening/sealed envelope process

m. Close-out Documentation

Coordination of closeout documentation from subcontractors, including but not limited to as-builts, record drawings, O&M Manuals, training, etc. shall be provided to the City and documented per the City's Standard Specifications for Construction General Contract Conditions (the "Yellow Book") as well as the City's Division One Technical Specifications. Documentation of each ADA finding shall also be provided by the Contractor, as well as description of mitigation measure to address the work.

n. Contract Administration and Reporting

The City is responsible for meeting reporting standards from a number of funding agencies and entities. 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 on a monthly basis. The Contractor will be required to submit monthly invoices in accordance with the City's reporting standards and shall be organized by Task Order and Work Order basis. The Contractor will also be required to track all ADA Findings, mitigation solutions and resolutions for each, including final documentation and successful "PASSING" score from the ILA within the specified deadlines.

o. Public Information and Outreach Plan

Facilitate and assist the City in participating in and leading any public outreach, information, notification, and resolution processes to engage the public in applicable Project occurrences.

p. Value Engineering

Evaluate the project documentation and determine if there are opportunities for cost savings through alternative means and methods of construction, sequencing, and the use of equipment and materials.

EXHIBIT B

Description of Design Services

- **Design:** Develop architectural and engineering design for ADA solutions as needed to complete preconstruction services, design, and construction delivery of completed findings in accordance with the following terms:
 - Level of design documents required will be determined based on the project's scope of work. For large or complex projects expect to illustrate the scope of work and describe the construction requirements for each trade. Establish the complete scope including equipment/accessory schedules and specifications as appropriate for each design stage. Develop SD's, DD's, and CD's, as appropriate. Contractor, with approval by the City, may agree that scope does not require design documents.
 - Proposal Requests (PR) for each Design Services Task Order will be developed by the Contractor and approved by the PM before sending out to the design team.
 - Complete coordinated set of documents with all subcontractors, as needed, including general trades, electrical, civil, and structural engineering, among others.
 - Complete set of construction documents that will be submitted to obtain a construction permit when required.
 - Stamped drawings and specifications by CO-licensed architects and engineers as required to obtain necessary permits and install the work safely, meeting all applicable codes and requirements of the authority having jurisdiction, including the Department of Justice, ADAAG, and ANSI A 117.
 - The Contractor shall provide 100% Construction Documents to obtain necessary permits, and for bidding to Contractors. The construction documents shall include detailed technical specifications. The Contractor is responsible for incorporating the City's standard Division One Specifications and standard details into the project manual, as requested by the City.
 - The plan review fee will be reimbursable at cost.
 - Construction Documents supplied shall include, but not be limited to, the following and shall ultimately be determined by the Contractor to provide adequate information to obtain competitive bids for issuance as Construction Work Orders:
 - Code Plan
 - Floor Plans
 - Reflected Ceiling Plans
 - Interior Elevations, Sections, and Details
 - Interior Design and Finish Selection

- Door Hardware Schedule
 - MEP Drawings
 - Fixture Selection
 - Structural Drawings (if required)
 - Technical Specifications
 - Performance Specifications (for fire sprinklers)
- The following list of disciplines may be included on the Contractor's design team when responses for the scope of work described in a Task Order Proposal Request require these services:
- Architectural
 - Landscape Architect
 - Mechanical, Electrical, Plumbing (MEP)
 - Structural
 - Civil / Land Survey
 - Low Voltage Consultant
 - Security, Access Controls, Voice and Data Telecommunications, Audio/Video, CATV
 - Building Code Consultant
 - ADA Accessibility Consultant
- **Construction Administration:** Services provided throughout the bidding and construction process to include, but not be limited to, the following: Responses to RFI's and providing ASI's as requested; submittal/shop drawing review/approval; attendance at OAC meetings; submission of field observation reports, coordinated with site visits for OAC meetings; change order reviews; substantial completion and punch list walk through with the City and Contractor; assistance with Final Acceptance determination.
 - **Record Drawings:** Contractor shall provide record drawings of the work to best reflect the constructed work in digital format (PDF and REVIT/DWG file types).

EXHIBIT C

Program Management Services Rate Sheet

EXHIBIT D

Design Services Rate Sheet

SUB-CONSULTANT TEAM MEMBERSFirm Name: Martin/Martin, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Principal in Charge, technical expertises, manage technical team, quality control, and review of contract documents	231.22
Associate	Manage production team, coordination of work both in and out of house, design and review of construction documents and QA/QC	179.84
Sr Project Engineer	Manage production team, coordination of work both in and out of house, design and review of construction documents and QA/QC	157.71
Bridge Eng Design Mgr	Manage production team, coordination of work both in and out of house, design and review of construction documents and QA/QC	237.85
Sr Bldg Envelope Specialist	Manage production team, coordination of work both in and out of house, design and review of construction documents and QA/QC	166.50
Project Engineer	Design Calculations, report writing, field observations, assistance with design and construction documents and QA/QC	133.78
Professional Engineer	Design Calculations, report writing, field observations, assistance with design and construction documents and QA/QC	117.41
Sr. Const Services Rep	Management of Construction Services production, coordination of work both in and out of house	136.02
Bldg Envelope Specialist	Manage production team, coordination of work both in and out of house, design and review of construction documents and QA/QC	116.94
EIT II	Design Calculations, report writing, field observations, assistance with design and construction documents and QA/QC	106.08
EIT I	Design Calculations, report writing, field observations, assistance with design and construction documents and QA/QC	96.37
Senior Designer	Creation of models, management of file transfers and assistance with QA/QC	133.33
Technician III	Creation of models, management of file transfers and assistance with QA/QC	101.66
Technician II	Drafting, assistance with project set-up for construction documents, modeling and drafting standards and QA/AC	89.02
Technician I	Drafting, assistance with project set-up for construction documents, modeling and drafting standards and QA/AC	78.26
Professional Land Surveyor	Manage survey team, coordination of work both in and out of house, review of survey documents and QA/QC	123.39
Survey Crew Chief	Manage survey team, coordination of work both in and out of house, review of survey documents and QA/QC	113.98
Survey Technician I	Survey duties, documentation and QA/QC	80.28
Administrative Assistant	Clerical duties, administrative requests, organize meetings, taking minutes, assist in documentation	72.90
Engineer Intern	Design Calculations, report writing, field observations, assistance with design and construction documents and QA/QC	74.41
Technician Intern	Drafting, assistance with project set-up for construction documents, modeling and drafting standards and QA/AC	61.84

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.77.

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

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Wenk Associates

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

Title/Classification	Responsibilities	Rate/Hr.
Principal II	Design and Technical Review	\$250
Principal I	Design, QA/QC, design review, oversight	\$215
Senior Project Manager III	QA/QC, scheduling, budget, meetings, coordination, oversight of technical production	\$140
Senior Project Manager II	QA/QC, scheduling, budget, meetings, coordination, oversight of technical production	\$130
Senior Project Manger I	QA/QC, scheduling, budget, meetings, coordination, oversight of technical production	\$125
Project Manager II	QA/QC, scheduling, budget, meetings, coordination, oversight of technical production	\$125
Project Manger I	QA/QC, scheduling, budget, meetings, coordination, oversight of technical production	\$120
Landscape Architect / Designer II	Design, graphics, technical production	\$115
Landscape Designer	Design, graphics, technical production	\$100
Intern	Design, graphics, technical production	\$85
Graphic Designer	Graphic production	\$115

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.03.

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

EXHIBIT E

List of Key Personnel

LIST OF KEY PERSONNEL

(Consultant may copy this page or modify it to conform to the services being offered.)

PERSONNEL CLASSIFICATION Integrated Contract Program Management:	NAME OF INDIVIDUAL
Integrated Contract Program Manager	Mike Pirog 303-356-3978 Michael.Pirog@ghphipps.com
Preconstruction Manager	Ralph Kasper 303-656-5595 Ralph.Kasper@ghphipps.com
Project Administrator	Angela Hawk 303-884-4691 Angela.Hawk@ghphipps.com
Project Coordinator	Holly Abma 303-919-4424 Holly.Abma@ghphipps.com
Project Engineer	Liz Reinhardt 303-808-0422 Liz.Reinhardt@ghphipps.com
Safety Advisor	Chris Feagle 303-502-4372 Chris.Feagle@ghphipps.com
Quality Control Advisor	Luke Tourville 719-464-6555 Luke.Tourville@ghphipps.com
Scheduling Advisor	Avery Pearson 720-646-5957 Avery.Pearson@ghphipps.com

EXHIBIT F

Task and Work Order Proposal Request Form(s)



DENVER
THE MILE HIGH CITY

**CITY AND COUNTY OF DENVER
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE**

**PROFESSIONAL SERVICES PROPOSAL REQUEST
PROJECT NAME**

DATE ISSUED:
[Date]

PROPOSAL DUE DATE:
[Date]

CITY & COUNTY OF DENVER PROJECT MANAGER

[Name]
[Phone]
[Email]

PROPOSAL SUBMITTAL

Email proposals in PDF format to 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 architectural and engineering services for [Project Description] located at [Address]. The purpose of this project is...

The services requested will include, but not be limited to... The resulting construction documents produced shall be used to obtain required construction permits as well as for the procurement of construction services.

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

PROJECT SCOPE AND DELIVERABLES

[The scope of work listed below contains basic design services and suggested Deliverables and Meetings. The scope below will be defined to fit the needs of the specific project, but mostly to keep the Deliverables and Meetings clearly defined. Services below are representative of deliverables required, if Project requires the need for it.]

The design team may be responsible for providing the following:

1. **Schematic Design:** A Schematic Design (SD) phase shall include, but not be limited to, the following:
 - 1.1. **SD Deliverables**





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1.1.1. 50% Progress Submittal: The 50% submittal shall contain two (2) conceptual design options for the space to be evaluated by the City, who will select a preferred option to advance.

1.1.2. 100% SD submittal with cost estimate

1.2. SD Meetings

1.2.1. SD Kick-Off Meeting: Program Verification, set overall project schedule, and discuss any other information required for the Design Team to begin the project.

1.2.2. Stakeholder / End User Meeting: Meeting for Design Team to prepare questions for and meet directly with stakeholders.

1.2.3. 50% SD submittal review meeting

1.2.4. 100% SD submittal review meeting

2. Design Development: A Design Development (DD) phase shall include, but not be limited to, the following:

2.1. DD Deliverables

2.1.1. 50% DD progress submittal

2.1.2. 100% DD progress submittal with cost estimate

2.2. DD Meetings

2.2.1. 50% DD submittal review meeting

2.2.2. City review comments from the 100% DD Submittal will be provided to the Design Team electronically.

3. Construction Documents: The Design Team shall provide Construction Documents (CDs) to obtain necessary permits, and for bidding to Contractors. The construction documents shall include detailed technical specifications in the form of a project manual. The Design Team is responsible for incorporating the City's standard Division One Specifications into the project manual.

The design team is responsible for submitting the required permit documents to the authority having jurisdiction for plan review. The plan review fee will be reimbursable at cost.

3.1. CD Deliverables

3.1.1. Documents supplied in the CDs shall include, but not be limited to, the following:

A. Code Plan (showing occupancy and egress)

B. Floor Plans

C. Reflected Ceiling Plans

D. Interior Elevations, Sections, and Details

E. Interior Design and Finish Selection

F. Door Hardware Schedule

G. MEP Drawings

H. Fixture Selection





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- I. Structural Drawings (if required)
- J. Technical Specifications
- K. Performance Specifications (for fire sprinklers)

3.1.2. 50% CD progress submittal

3.1.3. 100% CD progress submittal

3.2. CD Meetings

3.2.1. 50% CD submittal review meeting

3.2.2. 100% CD submittal review meeting

4. **Construction Administration:** Services provided throughout the bidding and construction process to include, but not be limited to, the following:
- 4.1. Responses to RFI's and providing ASI's as requested
 - 4.2. Submittal / Shop Drawing review / approval
 - 4.3. Attendance at bi-weekly OAC meetings
 - 4.4. Submission of bi-weekly field observation reports, coordinated with site visits for OAC meetings
 - 4.5. Change order reviews
 - 4.6. Substantial completion & punch list walk through with the City & Contractor
 - 4.7. Assistance with Final Acceptance determination
5. **Record Drawings:** Design Team shall provide record drawings of the work to best reflect the constructed work in digital format (PDF and DWG file types).

DESIGN CONSULTANTS

[The following provides a comprehensive list of potential consultants. Specialty consultants will need to be added as required. Modify and edit the list below as required by the project.]

The following is a list of disciplines that the design team shall consider when assembling qualifications and proposals for the scope of work described herein. This list is a suggestion and can be modified as deemed necessary based upon the scope of work for the project.

- Architectural
- Landscape Architect
- Mechanical, Electrical, Plumbing (MEP)
- Structural
- Civil / Land Survey
- Aquatic Consultant
- LEED / Sustainability Consultant
- Low Voltage Consultant
- Security, Access Controls, Voice & Data Telecommunications, Audio/Video, CATV
- Building Code Consultant
- Construction cost estimation services

[Address how Geotechnical, Materials Testing and Special Inspections will be procured. Modify the sentence below accordingly.]

A Geotechnical Engineering Study and Materials Testing / Special Inspections will be contracted separately from this scope of work.



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[If required, address how Commissioning will be procured.]



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PROJECT SCHEDULE

Based on the *anticipated* [date] issuance of Notice to Proceed, the design services, excluding Construction Administration, shall be complete and ready to issue for construction no later than [date]. The anticipated construction duration is [# of Calendar Days if known].

PROPOSAL GUIDELINES

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

- **Relevant Experience:** Design Team shall demonstrate relevant experience designing improvements and providing construction administration services for projects of comparable scope and complexity at similar facilities.
- **Project Approach:** Design Team shall provide a narrative describing the project approach indicating how the Design Team will effectively complete the scope of the project.
- **Schedule:** Design Team shall provide a design schedule indicating milestone dates for the required submittals; quality management activities for milestone submittals shall also be indicated.
- **Value and cost:** the selected Design Team will be required to provide a maximum not to exceed fee proposal based on the work to be performed in accordance with the scope of this project. The fee proposal shall be broken down by the hours, personnel classification and hourly rate required to accomplish the requested tasks. Reimbursable expenses should be included in the fee as stipulated by the Master Contract.

Include the fee to submit the project for plan review with Development Services as a part of the scope at the completion of the construction documents phase. Make sure to include any additional permit plans and fees as applicable (or reasonably calculated allowance) to this project scope, i.e. Sewer Use and Drainage Permit, Zoning, Site Development Plans, etc.

- **Plan Review Fee Determination:**
<https://www.denvergov.org/content/denvergov/en/denver-development-services/help-me-find-/fees.html>
- **SUDP Permit Information:**
<https://www.denvergov.org/content/denvergov/en/denver-development-services/help-me-find-/sewer-use-and-drainage-permits.html>
- **Walk-Through Review vs. Log-In Review Requirements:**
<https://www.denvergov.org/content/denvergov/en/denver-development-services/help-me-find-/building-permits/building-permit-plan-reviews.html>
- **Landmark Review**
<https://www.denvergov.org/content/denvergov/en/community-planning-and-development/landmark-preservation/design-review/design-guidelines-and-application-materials.html>

All work performed on this project will be in accordance with the terms and conditions of your Integrated Contract Agreements with the City and County of Denver for Design Services. All proposals must be signed by an official agent or representative of the company submitting the proposal.



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In the event your proposal includes terms and conditions and/or assumptions and/or exclusions that contradict the terms and conditions of the Integrated Contract, and/or contradict the requirements or scope defined in this Proposal Request and associated documents, the City may deem your proposal non-responsive.

If you have any questions with the development of this Architectural 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.

CITY AND COUNTY OF DENVER
Department of Transportation and Infrastructure

CONSTRUCTION PROPOSAL REQUEST
[PROJECT NAME]

BID DUE DATE:
[Date and 3:00PM, MST]

CITY & COUNTY OF DENVER PROJECT MANAGER

[Name]

[Phone]

[Email]

BID SUBMITTAL

Email bids in PDF format to City and County of Denver Project Manager by [Date and 3:00PM, MST]

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 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 the 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.

Scope of Work:

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.

Contractor will be required to haul dedicated loads (non-hazardous entire loads of waste) to the Denver Arapahoe Disposal Site (DADS) for disposal, and pay all fees associated with such disposal.

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

Special Considerations:

PROPOSAL REQUIREMENTS

The bid submission shall include the Project Cost Proposal and Project Schedule as outlined below. **Bids will be evaluated and awarded based on cost.** The Project Manager will confirm that all bids address the complete scope of work before awarding and notifying firms.

In the event the Contractor includes terms and conditions and/or assumptions and/or exclusions in their Proposal that contradict the terms and conditions of the Integrated Contract Agreement, and/or contradict the requirements or scope defined in this Proposal Request and associated documents, the City may deem the Contractor's proposal non-responsive.

Project Cost Proposal

The Project Cost Proposal shall be submitted using the Integrated Contract proposal worksheet.

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 overall plan to successfully execute the project. The Contractor can assume Working Hours are: [7AM- 5PM Monday through Friday]. The Contractor agrees to achieve the schedule as outlined. If for some reason the Contractor cannot meet the schedule as outlined, the bid submission must include a notification of such.

Execution of Documents

The Contractor understands that if their Bid is accepted, the bidder must provide the Bond Rider and Schedule of Values within fourteen (14) calendar days from the date of the notification of the bid results. Otherwise the Contractor will be considered non-responsive. Other bidders will not be notified of bid results until a Schedule of Values has been provided by the apparent low bidder, and the PM has reviewed and approved it.

DOCUMENTS AND BID INFORMATION AVAILABLE

The bid documents consisting of Drawings and 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.

MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION

Contractors shall comply with their respective Integrated Contract Agreement.

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 Construction 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.

EXHIBIT G

Task and Work Order Pricing Proposal Form(s)

**ON-CALL PROFESSIONAL SERVICES
TASK ORDER FEE PROPOSAL**

Project Name _____ Date _____
 Firm Name _____ Task Order # _____
 Master On-Call Contract # _____ % Complete Invoicing Approved? (yes/no) _____
 City Project Manager _____

**Hourly rate & Personnel Classification must exactly match master on-call agreement rates*

M/WBE*	Firm Name	Name of Employee	Personnel Classification	Hourly Rate*	Hours	Total (\$)
(Y/N)	(Prime)	(Name)	(Principal)	\$0.00		\$0.00
	(Prime)	(Name)	(Project Manager)	\$0.00		\$0.00
	(Prime)	(Name)	(Project Architect)	\$0.00		\$0.00
	(Prime)	(Name)	(Drafter)	\$0.00		\$0.00
						\$0.00
						\$0.00
						\$0.00
(Y/N)	(Subconsultant(s))	(Name)	(Project Manager)	\$0.00		\$0.00
(Y/N)	(Subconsultant(s))	(Name)	(Engineer)	\$0.00		\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
SUBTOTALS					Prime	\$0.00
					Subconsultant(s)	\$0.00
<i>* Only include "Y" if an LOI was provided for this subconsultant in Master Agreement</i>						
Complete This Section if % Complete Invoicing is Allowed						
				Total Fee (\$) per Milestone		
			(milestone per proposal - Schematic Design, etc.)	\$0.00		
			(milestone per proposal - Design Development, etc.)	\$0.00		
			(milestone per proposal - Construction Documents, etc.)	\$0.00		
			(milestone per proposal - Construction Administration, etc.)	\$0.00		
			(milestone per proposal)	\$0.00		
			(milestone per proposal)	\$0.00		
			Subtotal	\$0.00		
<i>* Only include "Y" if an LOI was provided for this subconsultant in Master Agreement</i>						
			Anticipated Reimbursables (Receipts are required for invoicing)			
			(insert reimbursables)			\$0.00
			For this Task Order:			
			M/WBE Total \$	\$0.00		
			M/WBE Total %	#DIV/0!		
TOTAL FEE THIS TASK ORDER						\$0.00

Completed By _____
 (SIGNATURE): _____

WORK ORDER PRICING REQUEST WORKSHEET

INTEGRATED CONTRACT CONSTRUCTION SERVICES

INFRASTRUCTURE PROJECT MANAGEMENT

DOTI · CITY & COUNTY OF DENVER · 201 W. COLFAX AVE., DEPARTMENT 506 · DENVER, CO 80202 · (303) 913-4501 FAX (303) 913-4544

CONTRACTOR: _____ WORK ORDER PRICING REQUEST NO.: _____
PROJECT NO.: _____
PROJECT NAME: _____ DATE: _____

CERTIFICATIONS AND BASE BID

Base Bid Contract: The undersigned Bidder, having carefully examined the Integrated Contract, General Contract Conditions, Special Contract Conditions, Work Order Pricing Request, Drawings, Specifications, and all subsequent Addenda, as prepared by the City and County of Denver and the City's Design Consultant(s), having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements, for the lump sum of:

1 _____ Dollars (\$ _____)

2 The above amount may be modified by amounts indicated by the Bidder on the "Alternates Form."

SUBCONTRACTORS

The following companies shall execute subcontracts for the portions of Work indicated :

Subcontractor 1:	_____	M/WBE (Yes/No): _____
Subcontractor 2:	_____	M/WBE (Yes/No): _____
Subcontractor 3:	_____	M/WBE (Yes/No): _____
Subcontractor 4:	_____	M/WBE (Yes/No): _____
Subcontractor 5:	_____	M/WBE (Yes/No): _____
Subcontractor 6:	_____	M/WBE (Yes/No): _____
Subcontractor 7:	_____	M/WBE (Yes/No): _____
Subcontractor 8:	_____	M/WBE (Yes/No): _____

ACKNOWLEDGEMENT OF ADDENDA

The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid.

Addendum No. 1: Date: _____
Addendum No. 2: Date: _____
Addendum No. 3: Date: _____

The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by the City and County of Denver, and shall fully complete the Work within _____ calendar days.

The undersigned Bidder hereby also represents and certifies to the City that it has received written commitments from the proposed subcontractors listed above to provide the work or materials specified at the prices indicated.

CONTRACTOR'S SIGNATURE _____ **DATE** _____

The City's Project Manager has reviewed the Work Order Pricing Request Worksheet and associated backup documentation and finds the information provided to be aligned with the scope of work described in the Work Order Pricing Request, and is within the project budget. The City's Project Manager recommends awarding the Work to the undersigned Bidder.

PROJECT MANAGER'S SIGNATURE _____ **DATE** _____



UNIT PRICE BIDDING

CITY & COUNTY OF DENVER
 DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE
 201 W. COLFAX AVE., DEPT. 506 DENVER, CO 80202

CONTRACTOR:
 MASTER CONTRACT NO.:
 PROJECT NAME:
 PROPOSAL REQUEST NO:

DATE:

PRICING SUMMARY:

NO.	ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE BID	TOTAL COST
1					\$0.00	\$ -
2					\$0.00	\$ -
3					\$0.00	\$ -
4					\$0.00	\$ -
5					\$0.00	\$ -
6					\$0.00	\$ -
7					\$0.00	\$ -
8					\$0.00	\$ -
9					\$0.00	\$ -
10					\$0.00	\$ -
11					\$0.00	\$ -
12					\$0.00	\$ -
13					\$0.00	\$ -
14					\$0.00	\$ -
15					\$0.00	\$ -
16					\$0.00	\$ -
17					\$0.00	\$ -
18					\$0.00	\$ -
19					\$0.00	\$ -
20					\$0.00	\$ -
21					\$0.00	\$ -
22					\$0.00	\$ -
23					\$0.00	\$ -
24					\$0.00	\$ -
25					\$0.00	\$ -
26					\$0.00	\$ -
27					\$0.00	\$ -
28					\$0.00	\$ -
29					\$0.00	\$ -
30					\$0.00	\$ -
31					\$0.00	\$ -
BID - UNIT PRICE TOTAL						\$ -

SUBCONTRACTORS - Provide Subcontractor Worksheets for each subcontractor.

NO.	MWBE (Y / N)	SUBCONTRACTOR	TOTALS
SUBTOTAL FOR ALL SUBCONTRACTORS			\$ -
SUBTOTAL FOR MWBE SUBCONTRACTORS			\$ -

PROPOSAL REQUEST PRICE \$ -

TIME TO COMPLETE THE WORK IN THIS PROPOSAL REQUEST TBD CALENDAR DAYS
 TOTAL MWBE COST OF WORK TBD MWBE PERCENTAGE(%) TBD

CONTRACTOR'S SIGNATURE _____ DATE _____



SUBCONTRACTOR WORKSHEET FOR PROPOSAL REQUESTS

CITY & COUNTY OF DENVER
 DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE
 201 W. COLFAX AVE., DEPT. 506 DENVER, CO 80202

CONTRACTOR:
MASTER CONTRACT NO.:
PROJECT NAME:
PROPOSAL REQUEST NO:

DATE:

SUBCONTRACTOR NAME:

NO.	ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE BID	TOTAL COST
1					\$0.00	\$ -
2					\$0.00	\$ -
3					\$0.00	\$ -
4					\$0.00	\$ -
5					\$0.00	\$ -
6					\$0.00	\$ -
7					\$0.00	\$ -
8					\$0.00	\$ -
9					\$0.00	\$ -
10					\$0.00	\$ -
11					\$0.00	\$ -
12					\$0.00	\$ -
13					\$0.00	\$ -
14					\$0.00	\$ -
15					\$0.00	\$ -
16					\$0.00	\$ -
17					\$0.00	\$ -
18					\$0.00	\$ -
19					\$0.00	\$ -
SUB TOTAL:						\$ -

EXHIBIT H

Work Order Terms and Procedures

1. General Scope:

The primary scope of work for Construction Work Orders shall consist of constructing, replacing, repairing, altering and/or providing compliant, cost-effective solutions for improvements to City-wide facilities, including ADA compliance and code required upgrades, as well as sidewalk repairs and construction. For non-compliant ADA scope items, a predetermined list of deficiencies will be the primary source of scope development document. Designs may be provided to the Contractor by the City which were designed by others. Such design packages may be required to be bid by the Contractor through the Construction Work Order procedures under this Agreement. Any ADA deficiencies discovered during the process of design or construction, or inadvertently created as the result of another ADA deficiency solution, shall be brought to the immediate attention of the City's Program Manager to work in conjunction with the City so that the proper course of action and correction may be implemented.

2. Work Order Packages:

Work Order Proposal Requests will be based on the work packaging recommended from the Project Management Plan/Sequencing deliverables (matrix) provided as part of the Program Management Services and will be based on the design work performed as part of the Design Services, and as approved by the City's Program Manager. At the City's discretion, the City may request that the Contractor include liquidated damages on Work Orders. The City may wish to issue Work Order Invitations for Bid for other improvements to City Facilities and spaces, not tied to the ADA non-compliant elements, if it is in the best interest of the City to do so. A single Work Order may include work on multiple properties.

3. ADA Construction Plan(s):

For all exterior site locations, the Contractor shall submit an ADA Construction Plan for each Work Order within 10 days of notice to proceed, which addresses ADA scope of work items, describing its plan for mobilizing, access/egress, pedestrian traffic, facility employee traffic, required barriers, routing and signage, a plan for identifying, removing, disposing and/or recycling of regulated solid and /or hazardous wastes, identification of other components (sidewalks, paving, etc.) to be removed, remediating any soil contamination on the property as identified in the approved Materials Management Plan and environmental characterization documents (if applicable), 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 ADA Construction Plan shall include the actions required to complete the applicable ADA Construction scope of work for each specific site.

4. Schedule:

The Contractor shall be responsible for the development and compliance of the Work Order project schedule in coordination with the overall program schedule(s). Schedules shall demonstrate how the Contractor proposes to meet each milestone deadline, including ILA inspections.

5. Payment Procedure for Work Orders – Textura:

Contractor recognizes and agrees that it shall be required to use the Textura® Construction Payment Management System (“Textura”) for this Project to request payment from the City and to pay subcontractors for construction Work Orders. Promptly after the Effective Date of this Agreement, the Contractor will be required to pay the “Textura® Construction Payment Management System Fee” of \$32,500 (the “Textura Program Fee”) for the Program. All first-tier subcontractors or suppliers and any certified subcontractors or suppliers who are listed for participation towards any assigned Project or

Program element must be paid via Textura for Construction Work Orders. Upon issuance of the first Work Order under this Agreement, the Textura Program Fee shall be added to the Work Order Proposal Request worksheet as a Direct Cost and not be subject to mark-up (and not included in the Construction Management Fee). Upon reimbursement by the City by payment of such initial Work Order, no further payments or reimbursements relating to the Textura service will be made under the Agreement. The Textura Program Fee covers all costs including, but not limited to, costs associated with training, entering data, and/or utilizing Textura, and the Textura Program Fee is all inclusive of all subcontractors, project and subscription fees associated with the Textura system. All costs including, but not limited to, costs associated with training, entering data, and/or utilizing Textura, other than the Textura Program Fee, are overhead and shall not be reimbursed by the City. Contractor will be responsible for any tax on the Textura Program Fee. As with other taxes, the City will not reimburse the Contractor for this cost.

EXHIBIT I
Task/Work Order Form(s)

Project Name:	Master Contract Alfresco/Jaggaer #:
Project Manager:	Consultant/Supplier:
Task Order #:	Supplier #: SC-
Alfresco/Jaggaer # / Workday PO: / PO-	Supplier ID:
Workday Project ID(s): PRJ-	% Complete Invoicing Allowed: No

Upon this task order being signed by the approving parties, the following described task order shall be executed by the Consultant/Vendor without changing the terms of the Accessibility Integrated Contract (AIC). The Consultant/Vendor agrees to furnish all materials and labor and perform all work required to complete the task order, as described below and within the attached signed proposal, in accordance with the requirements for similar work covered by the Contract:

Insert a very brief description of proposed work scope and attach a detailed Proposal from the Contractor. All text entered into this area should be formatted in font size 10 and Calibri font to match the entire document.

<p>VENDOR NAME</p> <p>TASK ORDER SUMMARY This Task Order (Do Not Exceed): Task Order Duration: Calendar Days from NTP Scope Includes M/W/S/D/EBE Participation: Yes</p> <hr/> <p>ACCESSIBILITY INTEGRATED CONTRACT CATEGORY SUMMARY</p> <p>TASK ORDER TYPE: Type One TASK ORDER CATEGORY (if applicable):</p> <p>Accessibility Integrated Contract (AIC) Expiration Date: M/W/S/D/EBE AIC Participation Commitment: 14%</p> <p>Total of All Task Orders Issued: \$ Total Task Additions/Deductions (all changes): \$ This Task Order: \$ Total of All Task Orders & Changes Issued: \$</p> <p>Maximum AIC Category Capacity: \$ Remaining AIC Contract Capacity: \$</p> <hr/> <p><i>(for category-based contracts)</i></p> <p>Maximum AIC Capacity: \$ Remaining AIC Capacity: \$</p>	<hr/> <p>Approved by Executive Director Date</p> <hr/> <p>Approved by Division Director Date</p> <hr/> <p>Approved by Using Agency(s) – If Applicable Date</p> <hr/> <p>Approved by Group Manager Date</p> <hr/> <p>Approved by Project Manager Date</p> <hr/> <p>Approved by AIC Manager Date</p>
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NOTE: No person shall authorize or perform any of the above work until the task order has all signatures and an NTP has been issued.

Distribution: dsbo@denvergov.org, doti.contracts@denvergov.org, Project Manager's Email Address, AIC Contract Mgr Email Address

Project Name:	Master Contract Alfresco/Jaggaer #:
Project Manager:	Contractor/Supplier:
Work Order #:	Supplier #: SC-
Alfresco/Jaggaer # / Workday PO: / PO-	Supplier ID:
Workday Project ID(s): PRJ-	Bond Change Rider:

It is mutually agreed that when this work order has been signed by the contracting and approving parties, the following described work shall be executed by the Contractor without changing the terms of the Accessibility Integrated Contract (AIC). The Contractor agrees to furnish all materials and labor and perform all work required to complete the work order scope, as described below and within the attached proposal, in accordance with the requirements for similar work covered by the Contract:

Insert a very brief description of proposed work scope and attach a detailed Proposal from the Contractor. All text entered into this area should be formatted in font size 10 and Calibri font to match the entire document.

Accepted for Contractor By: _____ Title: _____ Date: _____
 Printed Name Signature

<p>VENDOR NAME</p> <p><u>WORK ORDER SUMMARY</u> Total Work Order Amount (Do Not Exceed): Work Order Duration: Calendar Days from NTP Scope Includes M/W/S/D/EBE Participation: Yes (M/WBE) Liquidated Damages \$ /Day</p> <hr/> <p><u>ACCESSIBILITY INTEGRATED CONTRACT SUMMARY</u> Accessibility Integrated Contract (AIC) Expiration Date: M/W/S/D/EBE AIC Participation Commitment: 14%</p> <p>Total of All Work Orders Issued: Total Work Additions/Deductions (all changes): This Work Order: \$ 0.00 Total of All Work Orders & Changes Issued: \$ 0.00</p> <p>Maximum AIC Capacity: Remaining AIC Capacity: \$ 0.00</p>	<table border="0" style="width: 100%;"> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Approved by Executive Director</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Approved by City Attorney – If Applicable</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Approved by Division Director</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Approved by Using Agency(s) – If Applicable</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Approved by Group Manager</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Approved by Project Manager</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Approved by AIC Contract Manager</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">Date</td> </tr> </table>	Approved by Executive Director	Date	Approved by City Attorney – If Applicable	Date	Approved by Division Director	Date	Approved by Using Agency(s) – If Applicable	Date	Approved by Group Manager	Date	Approved by Project Manager	Date	Approved by AIC Contract Manager	Date
Approved by Executive Director	Date														
Approved by City Attorney – If Applicable	Date														
Approved by Division Director	Date														
Approved by Using Agency(s) – If Applicable	Date														
Approved by Group Manager	Date														
Approved by Project Manager	Date														
Approved by AIC Contract Manager	Date														

NOTE: No person shall authorize or perform any of the above work until the work order has all signatures and an NTP has been issued.

Distribution: prevailingwage@denvergov.org, dsbo@denvergov.org, doti.contracts@denvergov.org, Project Manager's Email Address, AIC Mgr Email Address

EXHIBIT J

Performance and Payment Bond

Bond No. 30153518

**CITY AND COUNTY OF DENVER
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE**

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned GERALD H. PHIPPS, INC., 5995 Greenwood Plaza Blvd, Ste 100, Greenwood Village, CO 80111, a corporation organized and existing under and by virtue of the laws of the State of Colorado, hereafter referred to as the "Contractor", and Continental Casualty Company 151 N. Franklin St Chicago, IL 60606

a corporation organized and existing under and by virtue of the laws of the State of IL, 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 **Fifty Thousand Dollars and No Cents (\$50,000.00)**, 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. 202262452 – Integrated Accessibility Construction Services Phase II**, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

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

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

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

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

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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 12th day of April, 2022.

Gerald H. Phipps, Inc. dba GH Phipps Construction Company
Contractor

By: [Signature]
President



Continental Casualty Company
Surety

By: [Signature]
Attorney-In-Fact Kristin L. Salazar



Attest:

[Signature]
Secretary

(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: [Signature]
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF DENVER

By: [Signature]
MAYOR

By: [Signature]
EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Kristin L. Salazar , Individually

of Greenwood Village, CO , their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: 30153518

Principal: Gerald H. Phipps, Inc. dba GH Phipps Construction Company

Obligee: City and County of Denver

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 16th day of June, 2021.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 16th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this day of



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “



UNDERSTAND. SERVICE. INNOVATE.

Performance and Payment Bond
Surety Authorization

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

RE: Gerald H. Phipps, Inc. dba GH Phipps Construction Company
Contract No.: 202262452
Project Name: Integrated Accessibility Construction Services Phase II
Contract Amount: \$50,000
Performance and Payment Bond No: 30153518

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, Continental Casualty Company, (Insurance Company), on March 15, 2022.

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

If you should have any additional questions or concerns, please don't hesitate to give me a call at 303-831-5146.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kristin L. Salazar".

Kristin L. Salazar
Continental Casualty Company, Attorney-in-Fact
USI, Account Manager

EXHIBIT K

Bond Rider



CHANGE RIDER

For Bond No. _____ on behalf of _____
_____ dated _____, _____, and in favor of the City and County
of Denver.

The surety hereby gives its consent to the incorporation of the obligations and requirements set forth in
Work Order No. _____, Proposal Request No. _____, Contract Control
No. _____, **CONTRACT NAME**, and under Bond No. _____, a copy of the
penal sum of this bond shall be increased by _____ dollars
and _____ cents (\$ _____), lawful money of the United States of America.

Provided, however, that the aggregate liability of the surety for any losses occurring prior to the
effective date of this change shall not exceed \$ _____, unless modified by
subsequent Change Riders. In no event shall the surety's liability be cumulative.

Except as modified herein, Bond No. _____, dated _____, _____, is
affirmed and ratified in each and every particular.

Executed this _____ day of _____, 20__.

(Contractor)

(Surety)

Approved for the City and County of Denver

By: _____

EXHIBIT L
Certificate of Insurance

EXHIBIT M

Task and Work Order Notice to Proceed Form(s)

**INTEGRATED CONSTRUCTION CONTRACT
WORK ORDER NOTICE TO PROCEED**

Click or tap to enter a date.

Click or tap here to enter text.

Attn: Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

- RE: On-Call Contract No.: Click or tap here to enter text.
- On-Call Contract Expiration Date: Click or tap to enter a date.
- On-Call Contract Name: Click or tap here to enter text.
- Work Order Alfresco/Jaggaer No.: Click or tap here to enter text.
- Work Order No.: Click or tap here to enter text.
- Work Order Name: Click or tap here to enter text.
- Purchase Order No.: Click or tap here to enter text.

Dear Click or tap here to enter text.

In accordance with Section 302 of the Standard Specifications for Construction, General Contract Conditions, 2011 Edition, you are hereby authorized and directed to proceed on Click or tap to enter a date. with the work described in the above referenced Work Order No: Click or tap here to enter text., in accordance with the terms and conditions of your On-Call Contract with the City and county of Denver, dated Click or tap to enter a date..

The established period of performance for this Work Order is Click or tap here to enter text. consecutive calendar days; therefore, all work including Final Completion must be completed on or before Click or tap to enter a date. in accordance with Title 20 of the General Contract Conditions. The not to exceed amount for this work order is \$Click or tap here to enter text., which includes all costs, fees and expenses.

The Project Manager for this work order is Click or tap here to enter text., phone Click or tap here to enter text.. Please contact the Project Manager with any questions regarding the above referenced work. If you have not already done so, please submit your construction schedule, in accordance with General Contract Condition 306.2.B to the Project Manager within 10 days from the date of this letter.

Please note, when submitting invoices to the Project Manager please copy Choose an item.

Sincerely,

Deputy City Engineer

Distribution: DSBO, Prevailing Wage, DOTI Contracts,

Reviewed by: On-Call Contract Manager _____ Project Manager _____ Supervisor _____

Group Manager _____ Division Director _____

EXHIBIT N

Task and Work Order Change Form(s)

Work Order Change Request

Project Name:	Master Contract Alfresco/Jaggaer #:
Project Manager:	Contractor/Supplier:
Work Order #:	Supplier #: SC-
Alfresco/Jaggaer # / Workday PO: / PO-	Supplier ID:
Workday Project ID(s): PRJ-	

It is mutually agreed that when this work order change has been signed by the contracting and approving parties, the following described changes shall be executed by the Contractor without changing the terms of the Accessibility Integrated Contract (AIC). The Contractor agrees to furnish all materials and labor and perform all work required to complete the work order change, as described below and within the attached change Proposal, in accordance with the requirements for similar work covered by the Contract:

Enter a brief description of the proposed work order change here. Attach a memo describing changes and a detailed Proposal outlining the changes from the Contractor. All text entered into this area should be formatted in font size 10 and Calibri font to match the entire document.

Accepted for Contractor By: _____ Title: _____ Date: _____

Printed Name

Signature

<p style="text-align: center;">VENDOR NAME</p> <p><u>WORK ORDER 0, CHANGE REQUEST 0 SUMMARY</u></p> <p>Original Work Order:</p> <p>Original Work Order Duration: Calendar Days</p> <p>Original Work Order Completion Date:</p> <p>Scope Includes M/W/S/D/EBE Participation: Yes (M/WBE)</p> <p>Previous Work Order Additions/Deductions:</p> <p>This Work Order Change (+/-): _____</p> <p>New Work Order Total (Do Not Exceed): \$ 0.00</p> <p>Adjust the Work Order Completion By: Calendar Days</p> <p>New Work Order Completion Date: _____</p> <hr/> <p><u>ACCESSIBILITY INTEGRATED CONTRACT SUMMARY</u></p> <p>Accessibility Integrated Contract (AIC) Expiration Date:</p> <p>M/W/S/D/EBE AIC Participation Commitment:</p> <p>Total of All Work Orders Issued:</p> <p>Total Work Additions/Deductions (All Changes):</p> <p>This Work Order Change: \$ 0.00</p> <p>Total of All Work Orders and Changes Issued: \$ 0.00</p> <p>Maximum AIC Capacity:</p> <p>Remaining AIC Capacity: \$ 0.00</p>	<hr/> <p>Approved by Executive Director Date</p> <hr/> <p>Approved by Division Director Date</p> <hr/> <p>Approved by Using Agency(s) – If Applicable Date</p> <hr/> <p>Approved by Group Manager Date</p> <hr/> <p>Approved by Project Manager Date</p> <hr/> <p>Approved by AIC Contract Manager Date</p>
---	---

NOTE: No person shall authorize or perform any of the above work changes until this work order change form has all signatures.

Distribution: prevailingwage@denvergov.org, dsbo@denvergov.org, doti.contracts@denvergov.org, Project Manager's Email Address, AIC Mgr Email Address

EXHIBIT O

Work Order Substantial Completion Notice Form



INTEGRATED CONTRACT CONSTRUCTION WORK ORDER
CERTIFICATE OF SUBSTANTIAL COMPLETION

Click or tap to enter a date.

Attn: Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

RE: ACCESSIBILITY INTEGRATED CONTRACT
Work Order Alfresco/Jaggaer No.: Click or tap here to enter text.
Work Order No.: Click or tap here to enter text.
Work Order Name: Click or tap here to enter text.

Dear Click or tap here to enter text.

Your Notification of Substantial Completion for the above referenced project was received on: Click or tap to enter a date..

The project was inspected on: Click or tap to enter a date. and determined to be substantially complete in accordance with General Contract Condition 1903 of the Standard Specifications for Construction, General Contract Conditions 2011 Edition. In accordance with General Contract Condition 1903, attached is the punch list of items to be repaired or replaced and an assignment of the responsibilities for security, maintenance, property insurance premiums, and damage to the work until Final Acceptance is issued by the City.

The Date of this Certificate of Substantial Completion has been established as of: Click or tap here to enter text.

The time period to complete the punch list work is ___ calendar days from this date. OR There is no punch list for this project. (DELETE ONE)

Sincerely,

Deputy City Engineer

Contractor
Click or tap here to enter text.

Distribution: DSBO, Prevailing Wage, DOTI Contracts, PRO,

Prepared by: Project Manager _____

Reviewed by: Supervisor _____ Group Manager _____ Division Director _____

EXHIBIT P

Work Order Final Acceptance Notice Form



**INTEGRATED CONTRACT CONSTRUCTION
WORK ORDER LETTER OF FINAL ACCEPTANCE**

Click or tap to enter a date.

Click or tap here to enter text.

Attn: Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

RE: ACCESSIBILITY INTEGRATED CONTRACT
Work Order Contract No.: Click or tap here to enter text.
Work Order No.: Click or tap here to enter text.
Work Order Name: Click or tap here to enter text.

Dear Click or tap here to enter text.

Please be advised that final inspection of the work on the project referenced above was conducted on: Click or tap to enter a date..

The work was found to be acceptable and satisfactorily completed within the timeframe of the contract. Therefore, the project is considered complete in accordance with General Contract Condition 2002, Final Completion and Acceptance of the Work, of the Standard Specifications for Construction, General Contract Conditions 2011 Edition and is hereby accepted.

In accordance with General Contract Condition 1801 Contractor’s Warranties, Guarantees and Correction of Work, the warranty/guarantee period shall commence as of the date of Choose an item.

Final Settlement shall be contingent upon General Contract Condition 2003.2 and the final payment will be issued when all conditions outlined in General Contract Condition 2003 are satisfied.

Sincerely,

City Engineer

Distribution: DSBO, Prevailing Wage, DOTI Contracts, PRO,

Reviewed by: IC Contract Manager _____ Project Manager _____ Supervisor _____ Group Manager _____

Division Director _____

EXHIBIT Q

Work Order Final Receipt (Certificate of Release)



Certificate of Contract Release
«Contract No» - «Project Name»

Current Date
Name
Street Address
City, State, Zip

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

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

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

Contractor's Signature

Date Signed

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

Sincerely,

Contract Administration

City and County of Denver Department of Transportation & Infrastructure
201 West Colfax Avenue, Dept 608 | Denver, CO 80202
www.denvergov.org/doti

311 | POCKETGOV.COM | DENVERGOV.ORG | DENVER 8 TV

EXHIBIT R

Final/Partial Release and Certificate of Payment Form

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

(PROJECT NO. and NAME)

Date: _____, 20__.

(NAME OF OWNER)

Contract #: _____.

(NAME OF PRIME CONTRACTOR)

Contract Value: \$ _____.

Current Progress Payment: \$ _____.

Date: _____.

Total Paid to Date: \$ _____.

Date of Last Work: _____.

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

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

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

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

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

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

(Name of Contractor)

By: _____

Title: _____

EXHIBIT S

Contractor's Certification of Payment Form

EXHIBIT T

Rules and Regulations Regarding Equal Opportunity

**RULES AND REGULATIONS
REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

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

**RULE I
DEFINITIONS**

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

Revised: 10/19/93

RULE II
NOTICE OF HEARING

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

RULE III
HEARING

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

REGULATIONS

REGULATION NO. 1. **ORDINANCE:** The Rules and Regulations of the Manager shall be inserted in the bidding specifications for every contract for which bidding is required.

REGULATION NO. 2. **EXEMPTIONS:** Each contract and subcontract, regardless of dollar amount, shall be subject to affirmative action requirements unless specifically exempted in writing individually by the Manager. Exemptions apply only to "affirmative action" in equal employment opportunity, and are not to be construed as condonation in any manner of "discrimination" or "discriminatory practices" in employment because of race, color, creed, sex, age, national origin, religion, marital status, political opinion or mental or physical handicap.

REGULATION NO. 3. DIRECTOR OF CONTRACT COMPLIANCE: The Director of the Mayor's Office of Contract Compliance shall perform the duties assigned to such official by Article III, Division 2 of Chapter 28 of the Revised Municipal Code and by the Manager. (1) The Director of the Mayor's Office of Contract Compliance or designated representatives shall inform bidders and contractors of affirmative action procedures, programs, and goals in accordance with the ordinance at pre-bid and pre-construction conference; (2) make regular on-site inspections; (3) supply contractors and subcontractors with report forms to be completed by them when requested, and furnished to the Director of the Mayor's Office of Contract Compliance; and (4) review payroll records, employment records and practices of general contractors and their subcontractors and suppliers during the performance of any contract. The Director of the Mayor's Office of Contract Compliance shall promptly report apparent affirmative action deficiencies to the Manager.

REGULATION NO. 4. GOALS AND TIMETABLES: In general, goals and timetables should take into account anticipated vacancies and the availability of skills in the market place from which employees should be drawn. In addition, where discrimination in employment by a general contractor or any of his subcontractors is indicated, a corrective action program will take into account the need by the general contractor and his subcontractors to correct past discriminatory practices and reach goals of minority manpower utilization on a timely basis through such recruiting and advertising efforts as are necessary and appropriate.

REGULATION NO. 5. AWARD OF CONTRACTS: It shall be the responsibility of the Director of the Mayor's Office of Contract Compliance to determine the affirmative action capability of bidders, contractors and subcontractors and to recommend to the Manager the award of contracts to those bidders, contractors and subcontractors and suppliers who demonstrate the ability and willingness to comply with the terms of their contract.

REGULATION NO. 6. PUBLICATION AND DUPLICATION: Copies of these Rules and Regulations as amended by the Manager from time to time, shall as soon as practicable and after Notice being published will be made a part of all City Contracts.

REGULATION NO. 7. NOTICE TO PROCEED: Prior to issuance of Notice to Proceed a sign-off will be required of the Director of the Mayor's Office of Contract Compliance or his designee.

REGULATION NO. 8. CONTRACTS WITH SUBCONTRACTORS: To the greatest extent possible the contractor shall make a good faith effort to contract with minority contractors, subcontractors and suppliers for services and supplies by taking affirmative actions which include but are not limited to the following:

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

REGULATION NO. 9. AGENCY REFERRALS: it shall be no excuse that the union with which the contractor or subcontractor has an agreement providing for referral, exclusive or otherwise, failed to refer minority employees.

REGULATION NO. 10. CLAUSES: The Manager shall include the appropriate clauses in every contract and the contractor shall cause to be inserted in every subcontract the appropriate clauses:

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

All amendments to the appendices shall be included by reference.

REGULATION NO. 11. SHOW CAUSE NOTICES: When the Manager has reasonable cause to believe that a contractor has violated Article III, Division 2 of Chapter 28 of the Revised Municipal Code, he may issue a notice requiring the contractor to show cause, within fifteen days why enforcement procedures, or other appropriate action to insure compliance, should not be instituted.

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

1. **APPENDIX E:**

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

2. **APPENDIX F:**

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

Revised: 04/12/91

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, Chapter 28 of the Revised Municipal Code, and the rules, regulations, and relevant orders of the Manager and Director.
5. The contractor will furnish all information and reports required by Article III, Division 2, Chapter 28 of the Revised Municipal Code, and by rules, regulations and orders of the Manager and Director or pursuant thereto, and will permit access to his books, records, and accounts by the Manager, Director or their designee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further City contracts in accordance with procedures authorized in Article III, Division 2, Chapter 28 of the Revised Municipal Code, or by rules, regulations, or order of the Manager.

Revised: 09/28/90

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

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

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

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

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

Revised: 10/02/90

APPENDIX F
BID CONDITIONS
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.

MICHAEL D. MUSGRAVE
Manager of Public Works
City and County of Denver

Revised: 10/19/93

EEO-F1

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 Office of Contract Compliance. 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:

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

¹"Minority" is defined as including, Blacks, Spanish Surname Americans, Asian-Americans, and American Indians, and includes both men and Minority women.

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.

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:

Revised: 11/12/82

- 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 Mayor's Office of Contract Compliance 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.

Revised: 10/19/93

EEO-F4

- 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

Revised: 10/19/93

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 Mayor's Office of Contract Compliance 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.

Revised: 10/19/93

A. **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, 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, Chapter 28 of the Revised Municipal Code or the implementing regulations and the obligations under these Bid Conditions, and so informs the Manager, the Manager shall take such action and impose such sanctions, which include suspension, termination, cancellation, and debarment, as may be appropriate under the Ordinance and its regulations. When the Manager proceeds with such formal action it has the burden of proving that the contractor has not met the goals contained in these Bid Conditions. The contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these Bid Conditions.
2. The pendency of such proceedings shall be taken into consideration by the Department of Public Works in determining whether such contractor can comply with the requirements of Article III, Division 2, Chapter 28 of the Revised Municipal Code, and is therefore a "responsible prospective contractor".

Revised: 09/26/90

3. The Mayor's Office of Contract Compliance shall review the contractor's employment practices during the performance of the contract. If the Mayor's Office of Contract Compliance determines that the contractor's Affirmative Action Plan is no longer an acceptable program, the Director shall notify the Manager.

B. **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, 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.

Revised: 10/19/93

EEO-F8

C. **General Requirements**

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

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

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

Revised: 04/12/91

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

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

5. Requests for exemptions from these Bid Conditions must be made in writing, with justification, to the Manager of Public Works, City and County Building, Room 379, Denver, Colorado 80202, and shall be forwarded through and with the endorsement of the Director.

Revised: 04/12/91

EEO-F10

EXHIBIT U

Prevailing Wage Rates

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification and Compensation Analyst Staff
DATE: July 26, 2021
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, July 23, 2021** 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. CO20210020
Superseded General Decision No. CO20200020
Modification No. 3
Publication Date: 07/23/2021
(6 pages)

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

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$15.00 to comply with the city's minimum wage. The effective date is July 1, 2021. See page 6 for reference.**

"General Decision Number: CO20210020 07/23/2021

Superseded General Decision Number: CO20200020

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 \$10.95 for calendar year 2021 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 \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/15/2021
2	03/05/2021
3	07/23/2021

ASBE0028-002 07/01/2019

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 32.98	14.73

CARP0055-002 11/01/2019

	Rates	Fringes
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CARPENTER (Drywall Hanging Only).....\$ 29.95 10.99

 CARP1607-001 06/01/2020

	Rates	Fringes
MILLWRIGHT.....	\$ 35.50	14.68

 ELEC0068-012 06/01/2020

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 38.00	16.97

 ELEV0025-001 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 48.09	35.825

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

 ENGI0009-017 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
141 tons and over.....	\$ 31.07	10.70
50 tons and under.....	\$ 28.40	10.70
51 to 90 tons.....	\$ 28.57	10.70
91 to 140 tons.....	\$ 29.55	10.70

 IRON0024-009 11/01/2020

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 32.00	12.01

 IRON0024-010 11/01/2020

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 32.00	12.01

 PAIN0079-006 08/01/2017

	Rates	Fringes
PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping).....	\$ 20.50	8.41

PAIN0079-007 08/01/2017		
	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 21.20	8.41

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

PAIN0930-002 07/01/2019		
	Rates	Fringes
GLAZIER.....	\$ 31.92	10.49

PLUM0003-009 06/01/2020		
	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 38.38	16.67

PLUM0208-008 01/01/2021		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 37.55	17.88

SFCO0669-002 01/01/2021		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 38.23	25.30

* SHEE0009-004 07/01/2021		
	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 36.45	20.15

SUCO2013-006 07/31/2015

	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 22.40	4.85
CARPENTER (Metal Stud Installation Only).....	\$ 17.68	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation.....	\$ 21.09	6.31
CEMENT MASON/CONCRETE FINISHER....	\$ 20.09	7.03
LABORER: Common or General.....	\$ 14.49	5.22
LABORER: Mason Tender - Brick....	\$ 15.99	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.00	0.00
LABORER: Pipelayer.....	\$ 16.96	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 19.10	3.89
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
ROOFER.....	\$ 16.56	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.34	0.00
WATERPROOFER.....	\$ 12.71	0.00

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

**Office of Human Resources
Supplemental Rates
(Specific to the Denver projects)
Revision Date: 07-01-2021**

Classification		Base	Fringe
Boilermaker		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Laborer: Concrete Saw		\$15.00	-
Paper Hanger		\$20.15	\$6.91
Plasterer		\$24.60	\$12.11
Plaster Tender		\$15.00	-
Power Equipment Operator	Concrete Mixer - Less than 1 yd	\$23.67	\$10.67
	Concrete Mixer - 1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loader - up to and incl 6 cu yd	\$23.67	\$10.67
	Loaders - over 6 cu yd	\$23.82	\$10.68
	Mechanic	\$18.48	-
	Motor Grader	\$23.97	\$10.70
	Oilers	\$22.97	\$10.70
	Roller	\$23.67	\$10.67
Tile Finisher		\$23.20	\$8.46
Tile Setter		\$29.15	\$8.46
Truck Driver	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11
Waterproofer		\$15.00	\$0.00

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

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification & Compensation Technician II
DATE: January 04, 2021
SUBJECT: Latest Change to Prevailing Wage Schedules

Please be advised prevailing wage rates for some building, heavy, highway, and residential 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, January 01, 2021** 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. CO20210009
Superseded General Decision No. CO20200009
Modification No. 0
Publication Date: 01/01/2021
(6 pages)

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

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$13.00 to comply with the city's minimum wage. The effective date is August 15, 2019. See page 7 for reference.**

"General Decision Number: CO20210009 01/01/2021

Superseded General Decision Number: CO20200009

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 \$10.95 for calendar year 2021 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 \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

* CARP9901-008 11/01/2019

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 26.50	10.32

ELEC0068-016 03/01/2011		

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

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

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

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

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

 ENGI0009-008 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
(3)-Hydraulic Backhoe (Wheel Mounted, under 3/4 yds), Hydraulic Backhoe (Backhoe/Loader combination), Drill Rig Caisson (smaller than Watson 2500 and similar), Loader (up to and including 6 cu. yd.).....	\$ 28.25	10.70
(3)-Loader (under 6 cu. yd.) Denver County.....	\$ 28.25	10.70
(3)-Motor Grader (blade- rough) Douglas County.....	\$ 28.25	10.70
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....	\$ 28.40	10.70
(4)-Loader (over 6 cu. yd) Denver County.....	\$ 28.40	10.70
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....	\$ 28.57	10.70
(5)-Motor Grader (blade- finish)		

Douglas County.....	\$ 28.57	10.70
(6)-Crane (91-140 tons).....	\$ 29.55	10.70

 SUCO2011-004 09/15/2011

	Rates	Fringes
CARPENTER (Excludes Form Work)...	\$ 19.27	5.08
CEMENT MASON/CONCRETE FINISHER		
Denver.....	\$ 20.18	5.75
Douglas.....	\$ 18.75	3.00
ELECTRICIAN (Excludes Traffic Signal Installation).....	\$ 35.13	6.83
FENCE ERECTOR (Excludes Link/Cyclone Fence Erection).....	\$ 13.02	3.20
GUARDRAIL INSTALLER.....	\$ 12.89	3.20
HIGHWAY/PARKING LOT STRIPING:Painter		
Denver.....	\$ 12.62	3.21
Douglas.....	\$ 13.89	3.21
IRONWORKER, REINFORCING (Excludes Guardrail Installation).....	\$ 16.69	5.45
IRONWORKER, STRUCTURAL (Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation).....	\$ 18.22	6.01
LABORER		
Asphalt Raker.....	\$ 16.29	4.25
Asphalt Shoveler.....	\$ 21.21	4.25
Asphalt Spreader.....	\$ 18.58	4.65
Common or General		
Denver.....	\$ 16.76	6.77
Douglas.....	\$ 16.29	4.25
Concrete Saw (Hand Held)....	\$ 16.29	6.14
Landscape and Irrigation....	\$ 12.26	3.16
Mason Tender- Cement/Concrete		
Denver.....	\$ 16.96	4.04
Douglas.....	\$ 16.29	4.25
Pipelayer		
Denver.....	\$ 13.55	2.41
Douglas.....	\$ 16.30	2.18
Traffic Control (Flagger)...	\$ 9.55	3.05

Traffic Control (Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags) (Excludes Flaggers).....	\$ 12.43	3.22
PAINTER (Spray Only).....	\$ 16.99	2.87
POWER EQUIPMENT OPERATOR:		
Asphalt Laydown		
Denver.....	\$ 22.67	8.72
Douglas.....	\$ 23.67	8.47
Asphalt Paver		
Denver.....	\$ 24.97	6.13
Douglas.....	\$ 25.44	3.50
Asphalt Roller		
Denver.....	\$ 23.13	7.55
Douglas.....	\$ 23.63	6.43
Asphalt Spreader.....	\$ 22.67	8.72
Backhoe/Trackhoe		
Douglas.....	\$ 23.82	6.00
Bobcat/Skid Loader.....	\$ 15.37	4.28
Boom.....	\$ 22.67	8.72
Broom/Sweeper		
Denver.....	\$ 22.47	8.72
Douglas.....	\$ 22.96	8.22
Bulldozer.....	\$ 26.90	5.59
Concrete Pump.....	\$ 21.60	5.21
Drill		
Denver.....	\$ 20.48	4.71
Douglas.....	\$ 20.71	2.66
Forklift.....	\$ 15.91	4.68
Grader/Blade		
Denver.....	\$ 22.67	8.72
Guardrail/Post Driver.....	\$ 16.07	4.41
Loader (Front End)		
Douglas.....	\$ 21.67	8.22
Mechanic		
Denver.....	\$ 22.89	8.72
Douglas.....	\$ 23.88	8.22
Oiler		
Denver.....	\$ 23.73	8.41
Douglas.....	\$ 24.90	7.67
Roller/Compactor (Dirt and Grade Compaction)		
Denver.....	\$ 20.30	5.51
Douglas.....	\$ 22.78	4.86
Rotomill.....	\$ 16.22	4.41
Screed		
Denver.....	\$ 22.67	8.38
Douglas.....	\$ 29.99	1.40

Tractor.....	\$ 13.13	2.95
TRAFFIC SIGNALIZATION:		
Groundsman		
Denver.....	\$ 17.90	3.41
Douglas.....	\$ 18.67	7.17
TRUCK DRIVER		
Distributor		
Denver.....	\$ 17.81	5.82
Douglas.....	\$ 16.98	5.27
Dump Truck		
Denver.....	\$ 15.27	5.27
Douglas.....	\$ 16.39	5.27
Lowboy Truck.....	\$ 17.25	5.27
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.

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**Office of Human Resources
Supplemental Rates
(Specific to the Denver Projects)
Revised 08/21/2019)**

Classification		Base	Fringe
Guard Rail Installer		\$13.00	\$3.20
Highway Parking Lot Striping: Painter		\$13.00	\$3.21
Ironworker (Ornamental)		\$26.05	\$12.00
Laborer	Removal of Asbestos	\$21.03	\$8.55
Laborer (Landscape & Irrigation)		\$13.00	\$3.16
Laborer: Traffic Control (Flagger)		\$13.00	\$3.05
Laborer: Stationary Flags(excludes Flaggers)		\$13.00	\$3.22
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Pipefitter		\$30.45	\$12.85
Plumber		\$30.19	\$13.55
Power Equipment Operator (Tunnels Above and Below Ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31
Truck Driver: Truck Mounted Attenuator		\$13.00	\$3.22

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



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

FROM: Ryland Feno, OHR Compensation and Classification

DATE: August 19, 2021

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. 159
Publication Date: August 19, 2021
(12 pages)

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

Attachments as listed above.

Office of Human Resources
201 W. Colfax Ave. Dept. 412 | Denver, CO 80202
p: 720.913.5751 | f: 720.913.5720
www.denvergov.org/humanresources

APPLIANCE MECHANIC**Effective Date:** 02-18-21

Last Revision: 05-16-19

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

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Appliance Mechanic	\$23.21	\$7.22

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

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

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

BUILDING ENGINEER**Effective Date:** 09-17-20

Last Revision: 08-15-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Building Engineer	\$32.50	\$8.29

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

CONVEYANCE SYSTEM MAINTENANCE SERIES**Effective Date:** 11-19-20

Last Revision: 09-19-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Entry-Support Mechanic	\$22.65	\$7.15
Machinery Maintenance Mechanic	\$27.66	\$7.73
Controls System Technician	\$30.11	\$8.01

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

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

Entry Support Mechanic

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

Machinery Maintenance Mechanic

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

Controls System Technician

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

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

CUSTODIANS**Effective Date: 12-17-20**

Last Revision: 12-19-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Custodian I	\$16.43	\$6.18 (Single) \$8.02 (Children) \$7.74 (2-party) \$10.15 (Family)
Custodian II	\$16.78	\$6.24 (Single) \$8.08 (Children) \$7.80 (2-party) \$10.21 (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/hour 3rd shift (10:31 p.m.-6:30 a.m.): \$1.00/hour
Overtime	Time worked in excess of seven and one-half (7 ½) hours in one (1) day or in excess of thirty-seven and one-half (37 ½) hours in one week shall constitute overtime and shall be paid for at the rate of time and one-half (1 ½) at the employee's basic straight time hourly rate of pay.
Lunch	Any employee working seven and a half (7.5) 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."

Custodian I

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

Custodian II

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

DIA OIL & GAS**Effective Date:** 03-18-21

Last Revision: 04-16-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Derrick Hand/Roustabout	\$15.94	\$6.38
Electrician	\$26.44	\$7.59
Mechanic	\$26.55	\$7.60
Pipefitter	\$27.10	\$7.67
Rig/Drill Operator	\$23.80	\$7.29
Truck Driver	\$24.32	\$7.35

Heavy Equipment Mechanic (Mechanic)

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

Pipefitter

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

Well Driller (Rig/Drill Operator)

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

Laborer (Derrick Hand/Roustabout)

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

Truckdriver

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

ELEVATOR MECHANIC

Effective 1-18-2018, the Elevator Mechanic classification will utilize the base pay and fringe benefits for the Elevator Mechanic classification under the Davis Bacon [Building Wage Determination](#).

FINISHER & JOURNEYMAN

TILE, MARBLE AND TERRAZZO

Effective Date: 05-20-21

Last Revision: 11-19-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Finisher	\$23.35	\$8.76
Journeyman	\$29.30	\$8.76

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

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

FIRE EXTINGUISHER REPAIRER

Effective Date: 08-19-21

Last Revision: 07-16-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Fire Extinguisher Repairer	\$21.14	\$7.04

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

FUEL HANDLER SERIES**Effective Date:** 12-17-20

Last Revision: 10-17-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Fuel Facility Maintenance Technician	\$21.50	\$7.02
Fuel Facility Operator	\$23.41	\$7.24
Fuel Facility Electrician	\$26.44	\$7.59
Fuel Distribution System Mechanic	\$30.74	\$8.09
Lead Fuel Distribution System Mechanic	\$32.14	\$8.25

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

Fuel Facility Maintenance Technician

Under the supervision of Maintenance Manager and or Lead Mechanic, maintain the fuel systems. Position does not limit, segregate, or classify that an employee would not be subject to perform those duties and responsibilities within a stated contract classification. To properly identify the requirements of those duties and responsibilities within a contract classification, it may be required to review these job descriptions which identify those essential functions.

Fuel Facility Operator

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

Fuel Facility Electrician

Performs preventative, routine, and emergency maintenance repairs on a variety of mechanical, electrical, HVAC systems, pneumatic control systems, electronic systems, and generators.

Fuel Distribution System Mechanic

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

Lead Fuel Distribution System Mechanic

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

FURNITURE MOVERS

Moving, Storage and Cartage Workers

Effective Date: 11-19-20

Last Revision: 10-17-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Laborer/Helper	\$17.36	\$6.54
Furniture Driver/Packer	\$18.44	\$6.67
Lead Furniture Mover	\$19.28	\$6.76

GLYCOL FACILITY**Effective Date:** 05-20-21

Last Revision: 07-16-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
De-icing Facility Operator	\$28.22	\$7.80
Maintenance Mechanic	\$27.73	\$7.74
Glycol Plant Specialist	\$17.36	\$6.54

De-icing Facility Operator

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

Maintenance Mechanic

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

Glycol Plant Specialist/Material Handling Laborer

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

PARKING ELECTRONICS TECHNICIAN**Effective Date: 09-17-20**

Last Revision: 10-17-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Parking Electronics Technician	\$26.54	\$7.60

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

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

PEST CONTROLLER**Effective Date: 08-19-21**

Last Revision: 07-16-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Pest Controller	\$22.45	\$7.19

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

QUALITY CONTROL & ASSURANCE TECHNICIAN**Effective Date: 03-18-21**

Last Revision: 04-16-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Quality Control & Assurance Technician	\$25.35	\$7.47

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

SIGN ERECTOR**Effective Date: 01-21-21**

Last Revision: 03-15-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Sign Erector	\$21.09	\$6.31

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

TREE TRIMMERS**Effective Date: 09-17-20**

Last Revision: 09-19-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Tree Trimmer	\$21.30	\$7.00

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 from diseased or insect infested trees for lab analysis, operates a wide variety of heavy and power equipment in trimming and removing trees and shrubbery i.e. mobile aerial tower unit, tandem trucks, loaders, chipper, etc., maintains all equipment.

WINDOW CLEANER**Effective Date: 12-17-20**

Last Revision: 05-21-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Window Cleaner	\$27.64	\$9.53 (Employee) \$11.37 (Children) \$11.09 (2-party) \$13.50 (Family)

Benefits/Overtime

Parking	The Company shall reimburse the cost of parking (per month) to employees furnishing a monthly parking receipt from the approved parking lot. The Employer shall reimburse employees for parking expenses from other parking lots up to the amount reimbursed for DIA Employee Parking Lot upon the submission of a monthly parking receipt. Only (1) one receipt per month.
Shift Differential	Employees working on the night shift shall be awarded a shift differential of \$0.85 per hour worked. Note: All wage increases become effective on the first day of the first full pay period following the above dates.
Overtime	One and one-half (1½) times the basic rate of pay in excess of 7.5 hours worked per day or 37.5 hours worked per week.
Lunch	Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.
Lead Work	\$1.75 per hour above highest paid employee under supervision
High Work	\$1.85 per hour (21 feet or more from ground (base) to top of surface/structure being cleaned)

Training \$0.25 per hour

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

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

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification and Compensation Analyst Staff
DATE: July 26, 2021
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, July 23, 2021** 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. CO20210002
Superseded General Decision No. CO20200002
Modification No. 2
Publication Date: 07/23/2021
(6 pages)

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

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$15.00 to comply with the city's minimum wage. The effective date is July 1, 2021. See page 7 for reference.**

"General Decision Number: CO20210002 07/23/2021

Superseded General Decision Number: CO20200002

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 \$10.95 for calendar year 2021 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 \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	03/05/2021
2	07/23/2021

ASBE0028-001 07/01/2019

Rates Fringes

Asbestos Workers/Insulator
(Includes application of

all insulating materials,
 protective coverings,
 coatings and finishings to
 all types of mechanical
 systems).....\$ 32.98 14.73

BRCO0007-004 01/01/2019

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

	Rates	Fringes
BRICKLAYER.....	\$ 29.52	10.48

BRCO0007-006 05/01/2018

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 25.88	10.34

ELEC0012-004 06/01/2019

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN		
Electrical contract over \$1,000,000.....	\$ 27.50	12.50+3%
Electrical contract under \$1,000,000.....	\$ 24.85	12.50+3%

ELEC0068-001 06/01/2020

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

	Rates	Fringes
ELECTRICIAN.....	\$ 38.00	16.97

ELEC0111-001 09/01/2020

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 22.04	24.25%+6.80

Line Equipment Operator.....	\$ 35.61	24.25%+6.80
Lineman and Welder.....	\$ 49.45	24.25%+6.80

ELEC0113-002 06/01/2020

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 33.25	3%+15.75

ELEC0969-002 06/01/2019

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 25.20	10.06

ENGI0009-001 05/01/2020

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 30.37	11.15
Blade: Rough.....	\$ 30.37	11.15
Bulldozer.....	\$ 30.37	11.15
Cranes: 50 tons and under..	\$ 30.20	11.15
Cranes: 51 to 90 tons.....	\$ 30.47	11.15
Cranes: 91 to 140 tons.....	\$ 31.55	11.15
Cranes: 141 tons and over...	\$ 33.67	11.15
Forklift.....	\$ 29.67	11.15
Mechanic.....	\$ 30.53	11.15
Oiler.....	\$ 29.29	11.15
Scraper: Single bowl under 40 cubic yards.....	\$ 30.20	11.15
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 30.37	11.15
Trackhoe.....	\$ 30.20	11.15

IRON0024-003 11/01/2020

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 32.00	12.01
Structural		

LABO0086-001 05/01/2009

	Rates	Fringes
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Laborers:

Pipelayer.....\$ 18.68 6.78

PLUM0003-005 06/01/2020

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

Rates Fringes

PLUMBER.....\$ 43.63 16.67

PLUM0058-002 07/01/2018

EL PASO COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 32.75 14.85

PLUM0058-008 07/01/2018

PUEBLO COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 32.75 14.85

PLUM0145-002 07/01/2016

MESA COUNTY

Rates Fringes

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

PLUM0208-004 01/01/2021

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

Rates Fringes

PIPEFITTER.....\$ 39.10 13.77

* SHEE0009-002 07/01/2021

Rates Fringes

Sheet metal worker.....\$ 36.45 20.15

 TEAM0455-002 07/01/2020

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 22.66	4.42
Tandem/Semi and Water.....	\$ 23.29	4.42

 SUCO2001-006 12/20/2001

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

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

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**Office of Human Resources
Supplemental Rates
(Specific to the Denver Projects)
(Supp #74, Revised: 07-01-2021)**

Classification		Base	Fringe
Ironworker	Ornamental	\$24.80	\$10.03
Laborer	Group 1	\$18.18	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Common)		\$15.00	\$2.92
Laborer (Flagger)		\$15.00	\$3.80
Laborer (Landscape)		\$15.00	\$3.21
Laborer (Janitor)	Janitor/Yardmen	\$17.68	\$8.22
Laborer (Asbestos)	Removal of Asbestos	\$21.03	\$8.55
Laborer (Tunnel)	Group 1	\$18.53	\$8.30
	Group 2	\$18.63	\$8.31
	Group 3	\$19.73	\$8.42
	Group 4	\$21.59	\$8.61
	Group 5	\$19.68	\$8.42
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Power Equipment Operator (Tunnels above and below ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31

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