

**DESIGN-BUILD CONTRACT
MAIN CONTRACT FORM**

CITY PARK GOLF COURSE – PARKS AND DRAINAGE IMPROVEMENTS PROJECTS

Contract Control Number: 201736093

THIS DESIGN-BUILD CONTRACT (this “Design-Build Contract”) 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 **SAUNDERS CONSTRUCTION, LLC**, a Colorado limited liability company, with an address of 86 Inverness Place North, Englewood, CO 80112 (referred to herein as the “Design-Build Team” or “Contractor”).

RECITALS

This Design-Build Contract is made with respect to the following facts:

A. The City has implemented and completed a competitive selection process and has selected a Design-Build (D-B) Team to design, construct, and deliver to the City the City Park Golf Course - Parks and Drainage Improvements Projects in Denver, Colorado (collectively, the “Project”).

B. The Project will renovate the City Park Golf Course to provide a high quality 18-hole regulation municipal golf course designed and constructed to United States Golf Association (USGA) recommendations/guidelines, modified to City standards, that has a more efficient layout while integrating detention that provides flood protection to the community, improves water quality, and provides enhanced public space and facilities.

C. The Project is more particularly described in the Request for Qualifications issued by the City as of October 20, 2016 (the “RFQ”) and the Request for Proposal issued by the City as of January 12, 2017 (the “RFP”).

D. The City is relying upon the qualifications and information presented in the Design-Build Team’s response to the RFQ, dated December 6, 2016 (the “RFQ Response”), and its response to the RFP, dated May 12, 2017, as supplemented and amended by the Best and Final Offer dated July 14, 2017 (collectively, the “RFP Response”), in entering into this Design-Build Contract. As used in this Design-Build Contract, the term “Proposal” shall mean and refer collectively to the Design-Build Team’s RFQ Response and its RFP Response.

E. The Design-Build Team was selected after a determination that its Proposal (including, without limitation, the Lump Sum Price Proposal set forth in the RFP Response) was the most advantageous to the City.

F. The Project’s Design-Build Criteria and Scope is attached hereto and incorporated herein as **Exhibit A**.

G. The Design-Build Team hereby confirms that it is ready, willing and able to design, build and deliver a fully functional and approved (per all applicable laws, requirements and standards set forth in the Contract Documents) Project in accordance with the terms and conditions of this Design-Build Contract on and subject to the terms and conditions set forth herein.

AGREEMENT

In consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged by the parties hereto, Contractor and the City do each hereby promise and agree as follows:

SECTION 1 – AUTHORITY; ENGAGEMENT; COORDINATION OF WORK

1.1 Line of Authority

The City’s Executive Director (also known as the Manager) of Public Works, his designee or successor in function (hereinafter referred to as the “Executive Director”) authorizes all work performed under this Design-Build Contract. The Executive Director hereby delegates his authority over the work described herein to the City Engineer as the Executive Director’s authorized representative for the purpose of overseeing the work under this Design-Build Contract. The Executive Director’s authorized representative for the day-to-day administration of the Design-Build Team’s services under this Design-Build Contract is the Project Manager. The Design-Build Team shall submit its reports, memoranda, correspondence and submittals to the Project Manager. The Executive Director may rescind or amend any such designation of representatives or delegation of authority and the Executive Director may, from time to time, designate a different Project Manager, upon written notice to the Design-Build Team.

1.2 Limitation on Delegation of Authority

It is expressly understood that although the Project Manager may gather information about proposed changes in the contract time and contract price from the Design-Build Team, only the Executive Director or his designated representative has the authority to legally bind the City to changes in contract time and contract price through a validly executed change order in accordance with the General Conditions.

1.3 Design-Build Team Selection

In accordance with the terms and requirements set forth in Section 20-56 of the Denver Revised Municipal Code (the “DRMC”), the City implemented and completed a competitive selection process to identify qualified Design-Build teams to perform both design and construction services for the Project. The Design-Build Team was selected as best value proposer to perform such services for the City as set forth in the City’s RFQ and RFP and the Design-Build Team’s Proposal.

1.4 Engagement of Design-Build Team

The Design-Build Team shall provide and furnish all services and work items necessary to perform the Work for the Project as defined in the Design-Build Criteria and Scope and all other terms and conditions of this Design-Build Contract, including but not limited to, the following: all professional services, materials, parts, labor, supervision, coordination, administration, equipment, tools, temporary utilities, shop drawings, studies, reports, permitting documents, preliminary engineering drawings, specifications, design development drawings, construction drawings, material testing, inspection, as-built drawings and all other submittals required by the Contract Documents and desirable for the full completion of the Work and Project, described, or specified in this Design-Build Contract. The terms “Project” and “Work” are synonymous. The Design-Build Team’s Project cost proposal shall include all costs relating to, or associated with, the foregoing, including, but not limited to, material costs, equipment costs, personnel costs, overhead and profit and all other costs associated with the Design-Build Team’s performance, including all of the Design-Build Team’s errors, omissions and negligence with respect to such performance.

1.5 Relationship of the Parties

- (a) By entering into this Design-Build Contract, the Design-Build Team accepts the relationship of trust and confidence between it and the City. The Design-Build Team shall furnish its reasonable professional skill and judgment and shall cooperate with the officials, employees and agents of the City, including the Project Manager, in furthering the interests of the City. The Design-Build Team will furnish efficient business administration and superintendence and will use reasonable efforts to perform the Work in an expeditious and economical manner consistent with the interests of the City. In no event shall the Design-Build Team be considered a fiduciary of the City by reason of this paragraph.
- (b) The parties intend herein to establish a relationship wherein the City relies upon the integrity and fidelity of the Design-Build Team to complete the Project within the time and budget constraints set forth in this Design-Build 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.
- (c) The Design-Build Team accepts the relationship of trust and confidence established by this Design-Build Contract with the City. The Design-Build Team further agrees to utilize the Design-Build Team's reasonable skills, efforts, and judgment in furthering the interests of the City regarding the Project; to furnish at all times an adequate supply of qualified and competent workers and quality materials; and to perform the work in the best, most expeditious, and economical manner. Further, the Design-Build Team agrees to furnish efficient business administration, construction management and superintendence and to use its reasonable efforts to complete the Work in an expeditious and economical manner, consistent with the interests of the City.
- (d) The Design-Build Team 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.

1.6 Coordination and Cooperation

- (a) The Design-Build Team agrees to cooperate and coordinate fully with the City in its performance of the Work to meet or exceed the City's time and budgetary objectives and limitations, while maintaining the City's longstanding commitment to quality, efficiency, value, innovation, partnering, responsiveness to agency and community needs and compliance with all applicable regulatory requirements in the construction of general public improvements.
- (b) The Design-Build Team shall, as a continuing work item under this Design-Build Contract, facilitate coordination, communication and cooperation regarding its performance hereunder between the City's Department of Public Works ("Public Works"), the Project Manager, other City consultants and any affiliated entities. In addition, the Design-Build Team shall coordinate its efforts under this Design-Build Contract with all involved governmental and regulatory entities.
- (c) The Design-Build Team shall be responsible for taking accurate and comprehensive minutes at all Design and Construction Phase meetings attended by the Design-Build Team regarding the Project. Those minutes shall be prepared in a format approved by the Project Manager and issued

to all attendees, as well as those other parties designated by the City, no later than three working days after the meeting. Unless approved in advance in writing by the Project Manager and to the greatest extent practicable, Project meetings with the City shall be conducted in the City and County of Denver, Colorado.

SECTION 2 – CONTRACT DOCUMENTS

2.1 Contract Documents

The following list (Section 2.3) of instruments, drawings and documents which are attached hereto, bound herewith or incorporated herein by reference constitute and shall be referred to collectively as the “Contract Documents.” All such instruments, drawings and documents taken together as a whole constitute the Design-Build Contract between the parties hereto, and they are as fully a part of this Design-Build Contract as if they were set out verbatim and in full herein.

2.2 Integration

The Contract Documents represent the entire and complete integration of all understandings between the City and the Design-Build Team as to the subject matter hereof, and supersede all prior negotiations, representations or agreements. No prior or contemporaneous addition, deletion or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement or change order properly executed by the parties. When the Contract Drawings and Technical Specifications are complete, they will be incorporated by written directive of the Executive Director or the Executive Director’s designee.

2.3 List of Contract Documents

- (a) This main Design-Build Contract document (consisting of pages 1 through the signature page).
- (b) The following exhibits to the main Design-Build Contract document:

- Exhibit A: Design-Build Criteria and Scope
- Exhibit A-1: Contract Clarifications
- Exhibit B: Lump Sum Price Proposal
- Exhibit C: Schedule of Values
- Exhibit D: Payment and Performance Bond Form
- Exhibit E: Insurance Certificates (Example)
- Exhibit F: M/WBE Commitment Documents and Letters of Intent (Design) and M/WBE Compliance Plan (Construction)
- Exhibit G: Prevailing Wage Rate Schedule
- Exhibit H: City and County of Denver Equal Employment Opportunity Provisions
- Exhibit I: RFP Response (incorporated herein by reference upon City acceptance)
- Exhibit J: Technical Specifications and Technical Requirements (as issued by the City prior to contract execution)
- Exhibit K: Intentionally Omitted
- Exhibit L: General Contract Conditions (index)

Exhibit M: Special Contract Conditions

Exhibit N: Notice to Proceed (form)

- (c) RFQ (incorporated by reference).
- (d) Design-Build Team's RFQ Response (incorporated by reference).
- (e) RFP (incorporated by reference).
- (f) Design-Build Team's RFP Response (incorporated by reference).
- (g) Notice to Proceed (incorporated by reference after issuance by the City).
- (h) General Contract Conditions.
- (i) Special Contract Conditions.
- (j) Design-Build Team's Certification of Payment Form (attached in Special Contract Conditions).
- (k) Certificate of Contract Release Form (attached in Special Contract Conditions).
- (l) Partial/Final Lien Release Form (attached in Special Contract Conditions).

2.4 Order of Precedence

In the event of a conflict between provisions of any of the Contract Documents which cannot be resolved by giving effect to both provisions, the order of precedence of the Contract Documents in descending order, shall be as follows:

- (a) This Design-Build Contract main contract form and Exhibits A through N, as may be modified by amendment or Change Order, with precedence of amendments or Change Orders in reverse order of issuance.
- (b) The Special Contract Conditions.
- (c) The General Contract Conditions.
- (d) The RFP including the Technical Specifications and Technical Requirements.
- (e) Design-Build Team's RFP Response.

- (f) The Contract Drawings (100% Construction Documents).
- (g) The RFQ and the Design-Build Team's RFQ Response.

2.5 Documents Complementary

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

2.6 Documents Following Contract Execution

It is contemplated by the parties that numerous exhibits or attachments, including Construction Documents and final Technical Specifications, will not be accomplished or must be developed after execution of this Design-Build Contract and, as such, must be finalized, incorporated by reference and/or attached to and be made a part of the Contract Documents subsequent to execution of this Design-Build Contract. The incorporation of such exhibits or attachments into this Design-Build Contract shall be accomplished by written directive from the Executive Director or the Executive Director's designee. The parties shall be diligent in accomplishing these exhibits and attachments. To the extent these new exhibits or attachments conflict with other exhibits or portions of this Design-Build Contract, the greater service, better quality or greater quantity shall be included in the Work. However, nothing contained in this section shall limit the Design-Build Team's ability to seek Change Order time and compensation adjustments for City changes to the Work incorporated into any of these later exhibits and attachments.

2.7 Construction

Where reference is made in this Design-Build 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.

SECTION 3 – SCOPE OF WORK

3.1 Design Documents.

The Design-Build Team shall prepare or provide to the Project Manager for review and approval the detailed plans and specifications for the Project, including, without limitation, those items set forth in **Exhibit A** (the "Project Documents"). Design services shall be performed by qualified architects, engineers and other professionals selected and paid by the Design-Build Team.

3.2 Standard of Care for Professional Design Services

The Design-Build Team shall perform all services required by this Design-Build Contract with the degree of skill, care and diligence consistent with the professional standards prevailing in the Denver Metropolitan Area for services of comparable scope and magnitude. The Design-Build Team's Design Manager shall be a professional engineer registered in the State of Colorado.

3.3 Ownership of Documents

- (a) The City shall have title and all intellectual and other property rights, in and to all phased and final Project Documents and all data and reference materials used in the development of the same, including the results of any tests, surveys or inspections at the Project site, and all photographs, drawings, drafts, contract documents, studies, estimates, reports, models, notes, Shop Drawings, reference materials, alternative technical concepts, and any other materials or work products, whether in electronic or hard copy format, created by the Design-Build Team pursuant to this Design-Build Contract, in preliminary and final forms and on any media whatsoever (collectively, the "Design Documents"), whether the Project for which the Design Documents were created is executed or not. The Design-Build Team shall identify and disclose, as requested, all such Design Documents to the City.
- (b) To the extent permitted by the U.S. Copyright Act, 17 USC § 101 et seq., as the same may be amended from time to time, the Design Documents are a "work made for hire," and all ownership of copyright in the Design Documents shall vest in the City at the time the Design Documents are

created. To the extent that the Design Documents are not a “work made for hire,” the Design-Build Team hereby assigns and transfers all right, title and interest in and to the Design Documents to the City, as of the time of the creation of the Design Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.

- (c) The Design-Build Team shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City’s benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of such Design Documents, and shall provide full information regarding the Design Documents and execute all appropriate documentation in applying for or otherwise registering, in the City’s name, all rights to such Design Documents.
- (d) The Design-Build Team agrees to allow the City to review any of the procedures used in performing the Work hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.
- (e) The Design-Build Team shall be permitted to retain reproducible and electronic copies of all of the Design Documents for the information and reference, and the originals of all of the Design Documents, including all electronic files, shall be delivered to the City promptly upon completion thereof, or if authorized by the City’s Project Manager, upon termination or expiration of this Design-Build Contract.

3.4 Design-Build Services

All Work on the Project shall be performed by qualified contractors (licensed and bonded for work in the City and County of Denver), subcontractors and suppliers, selected and paid by the Design-Build Team and acting in the interest of the Design-Build Team. Selection of the Design-Build Team’s contractors, subcontractors, consultants, subconsultants, vendors and suppliers shall be at the sole discretion of the Design-Build Team subject to the Contractor’s commitment to Major Participants and Key Personnel. As used herein, the term "Major Participant" means any of the following entities: all general partners or joint venture members of the Contractor; all individuals, persons, proprietorships, partnerships, limited liability partnerships, corporations, professional corporations, limited liability companies, business associations, or other legal entity, however organized, holding (directly or indirectly) a 25% or greater interest in the Contractor; any subcontractor(s) that will perform work valued at 20% or more of the overall contract amount; the lead engineering/design firm(s); and each engineering/design sub-consultant that will perform 20% or more of the Work. As used herein, the term “Key Personnel” refers to the key personnel named in the Contractor’s Proposal. Key Personnel or Major Participants identified in the Contractor’s Proposal may not be removed, replaced, or added without the written approval of the City. The City may revoke an awarded contract if any Key Personnel or Major Participant identified in the Proposal is removed, replaced, or added to without the City’s prior written approval. To qualify for the City’s approval, the written request must document that the proposed removal, replacement, or addition will be equal to or better than the Key Personnel or Major Participant provided in the Proposal. The City will use the criteria specified in the RFQ, and the qualification submitted by the Contractor in the Proposal, to evaluate all requests. Requests for removals, replacements, and additions must be submitted in writing to City’s Project Manager.

3.5 Acts and Omissions

The Design-Build Team shall be responsible to the City for negligent acts and omissions of the Design-Build Team's employees, contractors, subcontractors, agents and parties in privity of contract with it to perform a portion of the Work, including all design elements of the Project.

3.6 Conflict of Interests

No design consultant or subconsultant, not already approved by the City, shall be engaged to perform work on the Project wherein a conflict exists, such as being connected with the sale or promotion of equipment or material which may be used in the Project, provided, however, that in unusual circumstances and with full disclosure to the City of such interest, the City may provide a waiver, in writing, in respect to the particular consultant or subconsultant.

3.7 Completion Obligation

The Design-Build Team shall execute the Project described in the Contract Documents, except to the extent specifically indicated in the Contract Documents as the responsibility of others. The Design-Build Team agrees to commence and undertake the performance of the Work under this Design-Build Contract within ten (10) days of the date of issuance of a Notice to Proceed in substantially the form attached in the Contract Documents and agrees to substantially complete said Work within the Contract Time and fully complete said Work in accordance with the Contract Documents.

3.8 Phases of Work

The entire Scope of Work shall include the following phases:

- (a) Design Phase Services. The Design Phase Services are comprised of all those services, obligations and responsibilities necessary or required to complete for the City's review a design of the Project that strictly complies with the requirements set forth in the Design-Build Criteria and Scope, incorporated herein by this reference as **Exhibit A**.
- (b) Construction Phase Services. The Construction Phase Services shall include the furnishing of all construction administration, management, supervision and coordination experience and expertise, as well as all construction services, work effort, labor, tools, supplies, manufactured components, equipment, materials, and everything else necessary and required to complete the Work and the construction of the Project on time and within budget; while satisfying the City's longstanding commitment to quality, efficiency, value, innovation, partnering, responsiveness to agency and community needs and compliance with all applicable regulatory requirements in the performance of general public improvements.

3.9 The Work

The terms "Scope of Work" or "Work" as used herein shall mean all Design Phase Services and Construction Phase Services required by or reasonably inferable from the Contract Documents, 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 Design-Build Team to fulfill the Design-Build Team's obligations under this Design-Build Contract. The Work shall constitute the whole of the Project. The foregoing terms of this Section 3.9 shall supersede and replace the definition of the "Work" as set forth in Section 121 of the General Conditions.

3.10 Acknowledgement of Scope of Work

- (a) The Design-Build Team expressly recognizes and acknowledges that this Project must be completed within the time and fiscal constraints as set forth throughout this Design-Build Contract.
- (b) The Design-Build Team further represents to the City that by executing this Design-Build Contract, it has been fully informed of and has thoroughly reviewed the following: the objectives of the Project; the work effort of the City's Consultants performed to date for the Project; all of the Contract Documents attached to this Design-Build Contract or incorporated by reference; and all of the Work required by the Design-Build Team by the Contract Documents. Based upon this thorough review and analysis, the Design-Build Team represents to the City that it will provide or perform all of the necessary Work within the requirements of the Contract Documents.
- (c) Also by execution of this Design-Build Contract, the Design-Build Team covenants and represents that the Design-Build Team has visited the site of the Project (the "Site") and has had sufficient time and opportunity to independently examine and is sufficiently familiar with: the Site, the character and nature of the Site layout and materials, the character and nature of all Site constraints, restrictions and limitations, and limitations on ingress, egress and construction staging and performance; and the local conditions under which the Work is to be performed, including weather conditions and any other factors which may impact the Work. The Design-Build Team further represents that it has taken into consideration and correlated these direct observations, examinations and investigations with the requirements of the Contract Documents and in the pricing of the Work and the formulation of the Lump Sum Contract Price.
- (d) Also by execution of this Design-Build Contract, the Design-Build Team represents that it has reviewed and is familiar with the City's general expectations and scheduling assumptions regarding completion of the Project and use and that, given the Design-Build Criteria and Scope, these scheduling assumptions are reasonable and achievable. The Design-Build Team further represents that it has taken into consideration and correlated these assumptions and constraints with the requirements of the Contract Documents and in the pricing of the Work, the Lump Sum Contract Price.
- (e) Finally, the Design-Build Team represents that it has reviewed the Design-Build Criteria and Scope, accepts the terms and requirements thereof and affirmatively states that the Project, as expressed by these scoping documents and the Project requirements and constraints is a reasonable and constructible Project, incorporating a reasonable and workable delivery approach, schedule and budget.

SECTION 4 – CONTRACT TERM AND TIME OF COMMENCEMENT

4.1 General

The Contract Term shall begin on the Effective Date, but no work shall be performed prior to the delivery of all bonds and insurance certificates (as required) of the Design-Build Team and until the City issues a Notice to Proceed. The Contract Time for the Project shall be the period of performance beginning on the date of Notice to Proceed. The Design-Build Team is not authorized to commence Work prior to its receipt of the Notice to Proceed, and any Work performed prior to the Notice to Proceed is at the Design-Build Team's sole risk, cost and expense and with no obligation by the City to pay for any such Work. Upon issuance of the Notice to Proceed all Costs of the Work incurred prior to the issuance date will be reimbursable to the Design-Build Team subject to the approved Lump Sum Contract Price. Termination shall be pursuant to Title 22 of the General Conditions except as otherwise provided herein.

4.2 Contract Time and Substantial Completion

The term “Project Contract Time” or “Contract Time” is defined as the period beginning on the date of Notice to Proceed and ending on the date of Final Completion of the Work set forth in the Project Scope of Work, subject to Change Orders as provided for in the Contract Documents. The terms “Substantial Completion” and “Final Completion” are defined in the General Conditions.

4.3 Liquidated Damages:

It is understood and agreed by and between the City and the Design-Build Team that, if the Design-Build Team fails to achieve the Contractual Milestone date for the Work within the time set forth in this Section 4.3, the City will suffer substantial damages, which damages would be difficult to accurately determine. The parties hereto have considered the possible elements of damages and have agreed upon the amount of liquidated damages for the Design-Build Team’s failure to achieve either or both of the Contractual Milestone(s) set forth below (the “Liquidated Damages”). The Work shall be prosecuted in accordance with the Construction Schedule established in the Scope of Work including the Contractual Milestone(s) as set forth below and as defined by the Contract Documents. The Contractor shall anticipate situations which would cause any subcontractor or other third party difficulty in completing its portion of the Work within the time described in the Construction Schedule. If the Work is not sufficiently completed as necessary to achieve either of the Contractual Milestones described below on or before the date applicable to the corresponding Contractual Milestone as set forth in the table below, then in any of the above described events, the Contractor shall pay to the City as Liquidated Damages, and not as a penalty, an amount to be assessed as follows:

<u>Contractual Milestone</u>	<u>Date</u>	<u>Liquidated Damages</u>
1. Substantial Completion	May 31, 2019	\$5,000.00/day
2. Final Acceptance	December 2, 2019	\$5,000.00/day

Notwithstanding any term or provision of this Design-Build Contract to the contrary, in no event shall the total amount of Liquidated Damages payable by the Contractor hereunder accrue at a cumulative rate of more than \$5,000.00/day.

If the Design-Build Team shall fail to pay such Liquidated Damages promptly upon demand therefore, the Surety on its Performance Bond and Payment Bond shall pay such damages. Also, the City may withhold all, or any part of, such Liquidated Damages from any payment due the Design-Build Team. Additional provisions relating to Liquidated Damages are set forth in the Design-Build Contract General Contract Conditions. The Parties agree that the Liquidated Damages are the sole remedy for the City on the condition that the Design-Build Team does not seek to void the Liquidated Damages provisions in these Contract Documents or on any other basis, and in such event the City reserves all of its rights to seek actual damages from the Design-Build Team for injury or loss suffered by the City from the acts or omissions of the Design-Build Team, including but not limited to any other breach or default of this Design-Build Contract.

4.4 Effective Date:

As used herein, the term “Effective Date” shall mean shall be the date of the full execution of this Design-Build Contract as reflected by the date set forth on the City’s signature page attached hereto.

SECTION 5 – INSURANCE REQUIREMENTS

5.1 General Conditions:

The Design-Build Team agrees to secure, at or before the time of execution of this Design-Build Contract, the following insurance covering all operations, goods or services provided pursuant to this Design-Build Contract. Design-Build Team shall keep the required insurance coverage in force at all times during the term of this Design-Build Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of this Design-Build Contract. 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 above-described 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 Design-Build Contract. Such written notice shall reference the City contract number listed on the signature page of this Design-Build Contract. 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, Design-Build Team shall provide written notice of cancellation or 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 Design-Build Team. Design-Build Team shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Design-Build Contract are the minimum requirements, and these requirements do not lessen or limit the liability of the Design-Build Team. The Design Build Team 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 Design-Build Contract.

5.2 Proof of Insurance:

The Design-Build Team shall provide a copy of this Design-Build Contract to its insurance agent or broker. Design-Build Team may not commence services or work relating to the Agreement prior to placement of coverage. Design-Build Team certifies that the certificate of insurance attached as **Exhibit E**, preferably an ACORD certificate, complies with all insurance requirements of this Design-Build Contract. 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 Design-Build Contract shall not act as a waiver of Design-Build Team's breach of this Design-Build Contract or of any of the City's rights or remedies under this Design-Build Contract. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

5.3 Additional Insureds:

For Commercial General Liability, Auto Liability, Excess Liability/Umbrella, and Contractors Pollution Liability, Design-Build Team and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

5.4 Waiver of Subrogation:

For all coverages, the Design-Build Team's insurer shall waive subrogation rights against the City.

5.5 Subcontractors and Subconsultants:

All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Contract) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Design-Build Team, but in amounts of at least \$1,000,000 Commercial General Liability, Business Auto insurance of \$1,000,000 combined single limit, statutory Workers' Compensation coverage, and \$1,000,000 professional liability for any

subcontractor performing design or engineering work. Design-Build Team shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Design Build Team agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

5.6 Workers' Compensation/Employer's Liability Insurance:

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

5.7 General Liability:

The Design-Build Team shall maintain limits of \$1,000,000 for each occurrence claim, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations for each occurrence, and \$2,000,000 policy aggregate.

5.8 Business Automobile Liability:

The Design-Build Team shall maintain Business Auto Liability, or its equivalent, with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Design-Build Contract. If transporting wastes, hazardous materials, or regulated substances, Design-Build Team 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.

5.9 Professional Liability:

The Design-Build Team shall maintain limits of \$2,000,000 for each claim, and \$5,000,000 aggregate limit for all claims.

5.10 Excess/Umbrella Liability:

The Design-Build Team shall maintain excess liability limits of \$10 million. Coverage must be written on a "follow form" basis. Any combination of primary and excess coverage may be used to achieve required limits.

5.11 Contractors Pollution Liability:

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

5.12 Builders Risk or Installation Floater:

The Design-Build Team shall maintain limits equal the completed value of the Project. Coverage shall be written on an all risk, replacement cost basis including coverage for soft costs, flood and earth movement,

if in a flood or quake zone, and, if applicable, equipment breakdown including testing. The City and County of Denver, Design-Build Team and sub-contractors shall be Additional Named Insured under the policy. Policy shall remain in force until acceptance of the Project by the City.

5.13 Additional Provisions:

- (a) For all Commercial General Liability and Excess Liability, the policies must provide the following:
 - (i) That this Agreement is an Insured Contract under the policy.
 - (ii) Defense costs in excess of policy limits.
 - (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion).
 - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (b) For claims-made coverage: The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
- (c) If any aggregate limit is reduced by twenty-five percent (25%) or more by paid or reserved claims, the Design Build Team shall notify the City within ten (10) days and reinstate aggregates required.

SECTION 6 – COMPENSATION

In accordance with the terms of this Design-Build Contract, the amount to be paid by the City to the Design-Build Team under this Design-Build Contract shall be the Lump Sum Contract Price as set forth in **Exhibit B**. The Design-Build Team guarantees and warrants that the Project will be completed by its performance hereunder for the Lump Sum Contract Price amount. In no event will the City's liability exceed the Lump Sum Contract Price, as adjusted by duly authorized change order in accordance with this Design- Build Contract. The parties specifically agree that any performance by the Design-Build Team hereunder shall not subject the City to any cost, charge or fee not specified above.

SECTION 7 – ADDITIONAL PROVISIONS

7.1 Dispute Resolution:

Partnering will be required in order to mitigate the more formal dispute resolution mechanisms provided in this Agreement. Partnering in this context is intended to be a non-binding procedure available for use by the parties to this Agreement to resolve any issues that may arise during performance of the Work. In the event partnering fails to resolve an issue and Contractor elects to pursue a formal dispute with the City, the dispute shall be resolved using the procedures, methods and decision body provided by this Section 7.1. It is the express intention of the parties to this Design-Build Contract that all disputes of any nature that cannot be resolved through partnering regarding this Design-Build Contract including, without limitation, any claims for compensation or damages arising out of breach or default under this Design-Build Contract, shall be resolved by administrative hearing pursuant to the provisions of Section 56-106, DRMC or, with respect to appropriate issues involving Disadvantaged Business Enterprise contracting, by Section 28-33, DRMC. The Design-Build Team expressly agrees that this dispute resolution process is the sole and only dispute resolution mechanism that will be recognized and employed by the parties for any claims put forward by the Design-Build Team, notwithstanding any other claimed theory of entitlement on the part of the Design-Build Team or its subcontractors or suppliers.

7.2 Subcontractor Responsibility

The Design-Build Team shall be responsible to the City for the acts and omissions of its agents and employees, subcontractors and suppliers of any tier, and their agents and employees performing Work under this Design-Build Contract.

7.3 No Discrimination in Employment

In connection with the performance of the Work under this Design-Build Contract, the Design- Build Team agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Design-Build Team further agrees to insert the foregoing provision in all subcontracts hereunder. Further, the Design-Build Team 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 the Project.

7.4 Title to the Work

The parties agree that the City shall have title to all components and aspects of the Project which are in place and title to all materials for which any payment has been made to the Design-Build Team hereunder.

7.5 Nondiscrimination in Employment

In connection with the performance of the Work under this Design-Build Contract, the Design-Build Team agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Design-Build Team further agrees to insert the foregoing requirement in all subcontracts hereunder. Further, the Design-Build Team agrees to comply with the provisions of Section 28-41 to 28-47, DRMC, and all rules and regulations promulgated and adopted by the Executive Director pursuant thereto relating to nondiscrimination in employment by contractors, subcontractors and suppliers receiving compensation for work performed on the Project.

7.6 Compliance with Minority/Women Owned Business Enterprise Requirements

- (a) This Design-Build Contract is subject to all applicable provisions of Article III, Divisions 1 and 3 of Chapter 28 of the DRMC (the "M/WBE Ordinance") and all rules and regulations promulgated pursuant thereto. In accordance with the requirements of the M/WBE Ordinance, the Contractor is committed to, at a minimum, meet the participation goal of fifteen percent (15%) established for the design aspect of this Project (Design Goal), utilizing properly certified M/WBE subcontractors and suppliers. The Design Goal must be met with certified participants as set forth in Section 28-55, D.R.M.C. or through the demonstration of a sufficient good faith effort under Section 28-67, D.R.M.C. For compliance with good faith effort requirements under Section 28-62(b)(2), the percentage solicitation level required for this project is 100%. The Design-Build Team identified in its Proposal MBE and/or WBE firms with which it intends to subcontract for design related services under this Agreement, with a total participation level by such firms of thirty-one and one-half percent (31.5%).
- (b) In accordance with the requirements of the M/WBE Ordinance, the Design-Build Team is committed to, at a minimum, meet the participation goal of seventeen percent (17%) established for the construction aspect of this Project (Construction Goal), utilizing properly certified M/WBE subcontractors and suppliers. In accordance with Section 28-60(b) and all rules and

regulations promulgated pursuant thereto, the Executive Director has authorized the utilization of a compliance plan to address the Construction Goal for this Project. Upon execution of this Design-Build Contract, the Design-Build Team will prepare and present for the review and approval of the Executive Director a compliance plan for meeting the requirements of the M/WBE Ordinance. At a minimum, the proposed compliance plan shall comply with all requirements of the rules and regulations pertaining to such plans and shall be approved in writing by the Executive Director. Upon such approval, the plan will be incorporated into this Design Build Contract by Change Order.

- (c) Without limiting the general applicability of the foregoing, the Design-Build Team acknowledges its continuing duty, pursuant to Section 28-72 DRMC, to meet and maintain throughout the duration of this Design-Build Contract its participation and compliance commitments and to ensure that all subcontractors subject to the M/WBE Ordinance also maintain such commitments and compliance. Failure to comply with these requirements may result, at the discretion of the Executive Director of the Division of Small Business Opportunity (“DSBO”), in the imposition of sanctions against the Contractor in accordance with Section 28-77, DRMC. Nothing contained in this Section 7.6 or in the M/WBE Ordinance shall negate the City’s right to obtain prior approval of subcontractors, or substitutes therefor, under this Design-Build Contract.

7.7 Compliance with Wage Rate Requirements

In performance of all Work hereunder, the Design-Build Team agrees to comply with and be bound by all requirements and conditions of the City's Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, DRMC, including but not limited to all Design-Build Contract anniversary date wage rate adjustments, and any determinations made by the City pursuant thereto. In accordance with Section 20-76(b), DRMC, the prevailing wage rate schedule applicable to this Design-Build Contract shall be the most current schedule available at the time the Design-Build Team executes this Design-Build Contract and current schedule is attached hereto and incorporated herein as Exhibit G. For purposes of establishing a date for prevailing wage rate anniversary adjustments the contract date should be the date of the attached wage rate schedule (Exhibit G).

7.8 Applicable laws

This Design-Build Contract between the Design-Build Team 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. 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 all other federal, state, and local laws, codes, ordinances, permits, rules, regulations, and guidelines which in any manner limit, control, or apply to the Work and/or the actions or operations of the Design-Build Team, including any subcontractors, employees, agents or servants of the Design- Build Team 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, including, without limitation, all such laws, rules, and regulations relating to safety and the protection of health and the environment (including the Environmental Requirements, as defined in the Special Conditions) and the laws, rules, regulations, and guidelines known as the Americans with Disabilities Act (ADA) (collectively, the “Applicable Laws”). 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 Design-Build Contract as if fully set out herein by this reference.

7.9 Appropriation

Notwithstanding any other term, provision, or condition herein, all payment obligations under this Design-Build Contract shall be limited to the funds duly and lawfully appropriated and encumbered, or otherwise made available by the Denver City Council and paid into the Treasury of the City. The Executive Director, upon reasonable written request, will advise the Design-Build Team in writing of the total amount of appropriated and encumbered funds that are or remain available for payment to the Design-Build Team. The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Design-Build Team to exceed the amount appropriated for the Work to be performed in accordance with the Contract Documents is expressly prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable Work to be performed, which Work will cause the aggregate amount payable for such Work to exceed the amount appropriated and encumbered for the Work, unless and until such time as the Design-Build Team has been advised in writing by the Executive Director that a lawful appropriation sufficient to cover the entire cost of such additional Work has been made. It shall be the responsibility of the Design-Build Team to verify that the amounts already appropriated for the Work are sufficient to cover the entire cost of such Work, and any Work undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of this Design-Build Contract, without the proper authorization for such Work, and at the Design-Build Team's own risk and sole expense.

7.10 City Council Approval

Approval by the City Council of the City and County of Denver, acting by ordinance, in accordance with Section 3.2.6 of the Charter of the City and County of Denver, is and shall be an express condition precedent to the lawful and binding execution and effect and performance of this Design-Build Contract.

7.11 Assignment Strictly Prohibited.

The Design-Build Team 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 Design-Build Contract, except upon the prior written consent and approval of the Executive Director to such assignment.

7.12 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.

7.13 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 Design-Build Contract.

7.14 Waiver of C.R.S. 13-20-802 *et. seq.*

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

7.15 Proprietary or Confidential Information

- (a) City Information: The Design-Build Team understands and agrees that, in performance of this Design-Build Contract, the Design-Build Team 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 Design-Build Team agrees that all information disclosed by the City to the Design-Build Team shall be held in confidence and used only in performance of the Design-Build Contract. The Design-Build Team shall exercise the same standard of care to protect such information as a reasonably prudent Design-Build Team would to protect its own proprietary data.

- (b) Design-Build Team Information: The parties understand that all the material provided or produced under this Design-Build Contract may be subject to the Colorado Open Records Act, C.R.S. 24-72-201, et seq., (“CORA”) and that in the event of a request to the City for disclosure of such information, the City shall advise the Design-Build Team of such request in order to give the Design-Build Team 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 Design-Build Team agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material. The Design-Build Team 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 Design-Build Team’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.

7.16 Status of Design-Build Team

It is understood and agreed that the status of the Design-Build Team 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 Design-Build Team, or any member of its staff or any consultant, is an employee or officer of the City for any purpose whatsoever.

7.17 Rights and Remedies Not Waived

No payment or failure to act under the Design-Build Contract by the City shall constitute a waiver of any breach of covenant or default which may then exist on the part of the Design-Build Team. No assent, expressed or implied, by either party to any breach of the Design-Build Contract shall be held to be a waiver of any default or other breach.

7.18 Notices

Any notices, demands, or other communications required or permitted to be given by any provision of this Design-Build 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 Design-Build Team:

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

If to the City:

Manager of Public Works

City and County of Denver
201 W. Colfax, Dept. 614
Denver, CO 80202

With a copy to:

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

7.19 Survival of Certain Provisions

The parties understand and agree that all terms, conditions and covenants of this Design-Build 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 Design-Build 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 Design-Build Team'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.

7.20 Contract Binding

It is agreed that this Design-Build Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and duly authorized assigns.

7.21 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.

7.22 Severability

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

[SIGNATURE PAGES FOLLOW]

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: PWADM-201736093-00

Contractor Name: Saunders Construction, LLC



By: *GA Schmidt*

Name: Gregory A. Schmidt
(please print)

Title: PRESIDENT/CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibit A: Design-Build Criteria and Scope

Design-Build services for City Park Golf Course – Parks and Drainage Improvements Project

The Project will renovate the City Park Golf Course to provide a high quality 18-hole regulation municipal golf course designed and constructed to United States Golf Association (USGA) recommendations/guidelines, modified to City standards, that has a more efficient layout while integrating detention that provides flood protection to the community, improves water quality, and provides enhanced public space and facilities. The work included for this project includes the design and construction of the City Park Golf Course, integrated detention, short game/chipping area, driving range, First Tee facilities, putting greens, irrigation, parking lots, retaining walls, accessory/outbuilding structures, as well as potential demolition and reconstruction of the clubhouse.

The design-build team will be responsible for design, construction, golf course/landscaping establishment, and warranty of the Project. Final golf course routing, grades, hazard locations, tee box locations, path alignments, accessory/outbuilding structures, drainage, geotechnical, irrigation (including pump sizing), landscaping, and all other final design features will be the responsibility of the design-build team. The final design documents shall be completed in English units of measurement and language. The design and construction of the design-build team shall be completed in accordance with applicable Project and City guidelines and standards as identified in the RFP. The City's intent is to permit flexibility in design and the subsequent construction to accommodate processes, procedures, and innovative techniques preferred by the design-build team, as long as the design and construction are consistent with site conditions, good engineering practices, and other standards, guidelines, and procedures as identified in the RFP.

The following goals have been established for the Project:

1. Provide a safe environment for the public and Project team personnel.
2. Deliver the design and construction of the Project to a high level of quality, meeting the technical requirements of the RFP, within the Project budget and schedule.
3. Provide a high-quality golf course that incorporates a Park style course with a level-of-play compatible with all skill levels and handicaps.
4. Provide a clubhouse that meets the needs of the community and City Parks & Recreation – Denver Golf.
5. Provide integrated detention that provides flood protection to the community, including water quality features.
6. Implement and maintain a community outreach program during design and construction.
7. Provide a solution that maintains historic character and view sheds.
8. Provide a solution that reduces long-term operations and maintenance.
9. Minimize impacts to the local community and maintain the flow of vehicular and pedestrian traffic around the Project site with minimal disruption.

Exhibit A-1

Contract Clarifications

The following are clarifications to the Proposal submitted by Saunders Construction, Inc. (Saunders) and added elements resulting from the resulting contract negotiations.

The following are changes to the Saunders Construction Proposal:

1. The contract Substantial Completion Date is May 31, 2019.
2. The contract Final Acceptance Date is December 2, 2019.
3. Reduce deciduous tree size from 3" to 2".
4. Reduce ornamental tree size from 2" to 1".
5. Remove *Trees Planted Off-Project* line item and cost as provided on the Schedule of Values. This eliminates the use of ATC 9. Quantity – 155, Dollar Value - \$79,808 Remove pocket park from design.
6. Remove the pocket park from the design
7. Remove the year of golf course maintenance by the Contractor after Final Acceptance.
8. Eliminate the 3 RTD bus stops south of 23rd avenue, which are outside the limits of City Park Golf Course.
9. Reduce asphalt parking lot size to existing capacity of 162 vehicles. Provide overflow parking (to achieve total of 190-200 spaces) for tournaments and other events. Overflow parking shall be stabilized turf adjacent to parking lot.
10. Eliminate the North-South sidewalk connection through the City Park Golf Course. Remove LED bollards along the north-south pathway.
11. Utilize existing topsoil around Clubhouse in lieu of importing topsoil.
12. Reuse existing weather station on golf course.
13. Reduce number of soil samples and subsequent soil analysis of the existing topsoil from (5) per acre to one (1) test per acre.
14. Remove access roads for each manhole, within golf course.
15. Eliminate decorative sand finish concrete and concrete unit pavers around clubhouse.

The following additional benefits to the City and County of Denver will be provided by Saunders Construction:

1. Tree Protection over and above the minimum requirements stated in the Technical Requirements
 - a. Protect historic groves of trees around the existing Clubhouse and snack shack.
 - b. Protect approximately 561 existing trees in-place.
 - c. Plan approximately 760 new trees onsite.
 - d. Provide a tree designation score of no less than 23.
2. Provide a full driving range.
3. The new course will be longer than the existing course of 6,708 Yards.
4. Pullouts and curbs will be provided at green and tee complexes along the cart path.
5. Provide returning 9's with hole 9 and 18 greens ending at the Clubhouse.
6. Provide new Clubhouse and Maintenance Facility.
7. Provide new pump station and weather station within the new Maintenance Facility.
8. Incorporate mini-routing into the golf course design.
9. Incorporate the LongLeaf play system into the golf course design.
10. Use natural and environmentally preferable products and those with Health Product Declarations, biophilia, and indoor air quality and ongoing monitoring for the Clubhouse. Material palette shall include (or approved equivalent) wood, and recyclable/sustainable materials.
11. Provide event lawn area of approximately 40' x 80' for tournaments and private events at Clubhouse, incorporating in-ground sleeving for temporary tents, gas hook ups for portable grills, and exterior electrical power boxes for events.
12. Extend the water quality channel for a total length of no less than 2,000 feet.
13. Maintain a 3.5 fps maximum design velocity within the open channel.
14. Provide independent tree monitoring and watering program that will two times per week evaluate soil and moisture conditions around the existing trees to remain and provide the necessary water, soil, and tree injections, and fertilization treatments to keep the existing trees in a healthy and vigorous condition.
15. Provide a third public meeting after completion of design.
16. Provide a Target Value Cost Model upon Notice to Proceed.

The following elements have been proposed by Saunders construction and are subject to review and acceptance by the City during final design submittal(s), in accordance with the contract requirements, and the provisions of the specified Alternative Technical Concepts (ATC's) and/or Request for Information (RFI):

1. ATC 5 – Incorporate First Tee program within Clubhouse
2. ATC 6 – Incorporate inert debris from the onsite demolition (i.e. asphalt and concrete) to be buried in large fills with sufficient cover per landscape recommendations.
3. ATC 7 – Reduce salvageable topsoil from 8” to 4”.
4. ATC 8 – Reduce concrete cart paths to green and tee complexes only.
5. ATC 12 – Clubhouse consolidation of similar-use program areas:
 - a. Main level total GSF with combined First Tee program = 10,670 SF
 - b. Integrated First Tee into main Clubhouse. First Tee programming area = 980 SF with 155 SF additional storage
 - c. Separate First Tee exterior entrance
 - d. Split meeting/banquet dining rooms (each at 875 SF) so that one room (at 1,120 SF) is adjacent to the dining room and the other (at 980 SF) is integrated with the First Tee Clubhouse and community meeting room.
 - e. First Tee offices consolidated to an open concept at 530 SF with private work stations and a common table for meetings.
 - f. Kitchen = 870 SF.
 - g. Main lobby = 940 SF
 - h. Men’s toilets/changing room is adjacent the Women’s toilets/changing rooms. Men’s toilets = 325 SF.
 - i. Outdoor dining = 2,630 SF
 - j. Lower level total GSF = 10,260 SF
 - k. Lower level storage = 300 SF
 - l. Building MEP = 250 SF
 - m. Cart Wash and Repair Area = 350 SF
6. ATC 13 – Utilize open swale and sluice gate or control gate for gravity draining of the forebay.
7. ATC 14 – Armor the pond overflow (in the northwest corner of the golf course) with an UDFCD approved geogrid or geotextile fabric.
8. ATC 15 – Revise sanitary sewer alignment.

EXHIBIT B

**EXHIBIT 1
PROPOSAL FORM**

PROPOSAL TO: CITY AND COUNTY OF DENVER

PROPOSAL FOR: Platte to Park Hill: City Park Golf Course Parks and Drainage Improvements Design-Build Project

FIXED CONTRACT PRICE

The undersigned, having fully examined the RFP issued January 12, 2017, any and all attachments and addenda thereto, and the property to be developed, proposes to furnish all design and construction labor, materials, furnishings, equipment, and Textura fees, and do all work in compliance with the terms and conditions of the RFP, without exception, and the herein Proposal, for a Fixed Contract Price contract amount of

Forty-four million nine hundred ninety thousand one hundred DOLLARS (\$44,990,100).

(IN WORDS)

This Fixed Contract Price specifically includes any allowances listed on Exhibit 2, Schedule of Values.

ADDENDUM

Receipt of the following Addenda is hereby acknowledged.

Number	Date				
<u>#1</u>	<u>01/26/2017</u>	#5	04/05/2017	#9	04/21/2017
<u>#2</u>	<u>03/08/2017</u>	#6	04/07/2017	#10	05/02/2017
<u>#3</u>	<u>03/15/2017</u>	#7	04/12/2017	#11	06/20/2017
<u>#4</u>	<u>03/24/3017</u>	#8	04/13/2017	#12	06/28/2017
				#13	06/29/2017
				#14	07/10/2017
				#15	07/11/2017

TIME FOR COMPLETION

The undersigned proposes and commits to Substantial Completion and Final Acceptance dates of the Work required by the design-build Contract resulting from this RFP and the herein Proposal shall be no later than:

Substantial Completion (latest allowed): 05/31/2019

Final Acceptance (latest allowed): 12/02/2019

CERTIFICATION

1. The undersigned has read and understands the RFP.
2. The undersigned has become familiar with local site conditions under which the work is to be performed and has correlated personal observations with the requirements of the RFP.
3. The Proposal submitted by the undersigned is made in accordance with the RFP and is based upon the materials, systems, and equipment specified therein that will support or exceed the minimum quality, service, utilization, performance, and other levels specified therein, without exception; and the City is not responsible for any error or omission in this Proposal or in its preparation.
4. The undersigned will design and construct the City Park Golf Course Parks and Drainage Improvements Design-Build Project and will meet or exceed all functional, program, performance, and other requirements of the City as identified in the RFP, and for the fixed contract price specified above.

5. If the Selection Committee recommends the undersigned be awarded the design-build contract, the undersigned will meet with the City to review in detail this Proposal and will make any necessary changes or revisions to the final contract scope, including project-specific commitments, betterments, or ATCs included in the Proposal, including any and all design submittals and proposed materials, systems, and equipment, to ensure delivery to the City of a fully functional facility that meets or exceeds all requirements of the City as identified in the RFP.
6. The undersigned has included on its team, at a minimum, engineers, other necessary or specified design professionals and consultants, and a general contractor, and the name and address of each has been identified in this Proposal. Substitutions of engineers or general contractors from those identified in the Statement of Qualifications previously submitted to the City, and any identified in this Proposal, will not be made without City's written consent to such substitution(s).
7. The undersigned and each of its subconsultants, contractors, and subcontractors shall, at all times during the execution of the work contemplated by this solicitation, be qualified to complete the work, and each shall comply with all applicable State of Colorado professional and business licensing and registration requirements.
8. The undersigned will not modify, amend, revoke or withdraw this Proposal, without the written permission of the City.
9. The undersigned, or any member of its team, or any agent or representative thereof, has not collaborated or communicated with, or entered into any understandings or agreements, whether written or oral, whether direct or indirect, or otherwise, with any other Proposer, or any agent or representative of such other Proposer, in the preparation of this Proposal.
10. This Proposal is genuine and is not a sham or made in the interest of, or on behalf of, any person not herein named.
11. The undersigned, or any member of its team, or any agent or representative thereof, has not engaged in any communication or contact with the City, any member of the Selection Committee, any City employee or elected official, or the City's consultants, except as specifically allowed by this RFP.

LEGAL CONTRACTING ENTITY

The name, address, and telephone number of the legal entity that will enter into a design-build contract with the City, if the undersigned is awarded this Project by the City, are as follows.

Legal Name: Saunders Construction, LLC

Address: 86 Inverness Place North, Englewood, CO 80112 (as of 05/19/2017)

Telephone: (303) 548-2083



Saunders Construction, LLC

Signature of Design-builder

Legal Name of Firm

Thomas A. Alford, Vice President of Operations

Name and Title of Design-builder (print or type)

Telephone Number

86 Inverness Place North

Address of Design-builder

Englewood, CO 80112

City, State and Zip Code

July 14, 2017

Date

EXHIBIT C

WBS Description	Unit	Quantity	Unit Price	Dollar Value	Scope Description	M/WBE Goal
Section 2 – Project Management						
Mobilization	LS	1.00	\$557,470.00	\$557,017		Construction
Project Management Plan	LS	1.00	\$137,303.45	\$137,192		Construction
Construction Maintenance	LS	1.00	\$170,436.21	\$170,298		Construction
Construction Payment Management System Fee	LS	1.00	\$55,416.08	\$55,382		Construction
Bonds and Insurance	LS	1.00	\$820,595.92	\$820,089		Construction
Section 3 – Quality Management						
Drainage Design	LS	1.00	\$406,818.69	\$406,819		Design
Golf Course Design	LS	1.00	\$660,830.08	\$660,830		Design
Irrigation Design	LS	1.00	\$112,703.25	\$112,703		Design
Clubhouse Design	LS	1.00	\$478,456.77	\$478,457		Design
Snack Shack / Relief Station Design	LS	1.00	\$68,079.63	\$68,080		Design
Maintenance Facilities / Service Yard Design	LS	1.00	\$326,095.70	\$326,096		Design
First Tee Clubhouse Design	LS	1.00	\$91,535.64	\$91,536		Design
Civil Site / Roadway Design	LS	1.00	\$238,232.94	\$238,233		Design
Landscape Site Design	LS	1.00	\$251,723.00	\$251,723		Design
Design QA/QC	LS	1.00	\$165,649.75	\$165,650		Design
Construction QA/QC	LS	1.00	\$346,951.53	\$346,952		Construction
Section 4 – Public Information						
Public Information Plan	LS	1.00	\$57,209.77	\$57,210		Construction
Section 5 – Environmental Requirements						
Environmental Compliance	LS	1.00	\$316,380.44	\$316,380		Construction
Permits	LS	1.00	\$17,162.93	\$17,163		Construction
Section 6 – Third Party Agreements						
Third Party Coordination	LS	1.00	\$65,582.53	\$65,583		Construction
Section 7 – Utility Relocations						
Utility Coordination	LS	1.00	\$155,573.97	\$155,574	Includes Sanitary Sewer tap fees	Construction
Utility Relocations	LS	1.00	\$1,353,531.73	\$1,353,532	Sanitary line relocation	Construction
Section 9 – Survey						
Design Surveying	LS	1.00	\$50,334.92	\$50,335		Design
Construction Surveying	LS	1.00	\$166,348.06	\$166,348		Construction
Section 10 – Geotechnical, Roadway Pavements, and Structure Foundations						
Geotechnical Investigation	LS	1.00	\$40,046.84	\$40,047		Design
Section 11 – Earthwork						
Clearing and Grubbing	AC	116.00	\$690.46	\$80,094		Construction
Removal of Existing Utilities	LS	1.00	\$194,859.92	\$194,860		Construction
Removal of 102" Brick Storm Pipe	LF	996.00	\$91.54	\$91,169		Construction
Removal of Existing Building Structure	LS	1.00	\$100,689.20	\$100,689	Clubhouse and Maintenance Building	Construction
Removal of Miscellaneous Structures	LS	1.00	\$17,162.93	\$17,163		Construction
Removal of Existing Pavement	SF	174,303.00	\$0.54	\$93,745	Clubhouse and Maintenance building parking lots	Construction
Removal of Existing Sidewalk	SF	176,630.00	\$0.62	\$109,134	Sidewalks and cart paths	Construction
Removal of Trees	EA	263.00	\$143.02	\$37,615		Construction
Sheet Piling/Shoring	SF	230,536.00	\$0.17	\$39,567	Trench shoring	Construction
Stock Pile of Top Soil	CY	61,000.00	\$3.43	\$209,388		Construction

WBS Description	Unit	Quantity	Unit Price	Dollar Value	Scope Description	M/WBE Goal
Unclassified Excavation (Cut to Fill)	CY	320,000.00	\$4.00	\$1,281,499		Construction
Muck Excavation	CY	31,790.00	\$9.15	\$290,992		Construction
Export Unsuitable Material to DADS	CY	17,000.00	\$20.60	\$350,124		Construction
Unclassified Embankment	CY	320,000.00	\$2.07	\$662,489		Construction
Top Soil	CY	50,000.00	\$3.88	\$194,064		Construction
Aggregate Base Course	CY	2,370.00	\$28.61	\$67,800	6" base course under all roadway and parking paving	Construction
Structure Excavation	CY	1,233.80	\$13.73	\$16,940	Excavation for site amenities only, building work with Section 19	Construction
Structure Backfill	CY	1,233.80	\$22.88	\$28,234	Backfill for site amenities only, building work with Section 19	Construction
Section 12 – Drainage and Water Quality						
Erosion Control	LS	1.00	\$1,242,118.68	\$1,242,119	Setup, Inspections, Maintenance	Construction
Roadway Drainage	LS			\$0	Not Used	Construction
Golf Course Drainage	LS	1.00	\$200,234.20	\$200,234		Construction
Parking Lot Drainage	LS	1.00	\$811,938.26	\$811,938	Clubhouse and Maintenance Building	Construction
Outfall Headwall	EA	1.00	\$57,209.77	\$57,210		Construction
Special Outfall Structure	EA	2.00	\$134,442.97	\$268,886		Construction
Spillway - Soil Rip-Rap	CY	400.00	\$143.02	\$57,210		Construction
Sub-Drainage System	LS	1.00	\$10,869.86	\$10,870		Construction
Wetland Channel	LF	2,140.00	\$342.41	\$732,760		Construction
Wetland Channel Grade Control/Check Structure	EA			\$0	Not Used	Construction
Forebay	SF	45,738.00	\$3.00	\$137,303		Construction
Water Quality Trash Vault	EA	1.00	\$743,727.04	\$743,727		Construction
Section 13 – Roadway						
Asphalt Paving	SY	1,348.00	\$130.52	\$175,940	New curb cut and patching	Construction
Curb and Gutter	LF	2,049.00	\$28.71	\$58,828	New curb cut and patching	Construction
Curb Ramps	EA	11.00	\$1,601.87	\$17,621		Construction
Sidewalk / Pathways	SY	3,094.00	\$110.16	\$340,829		Construction
Temporary Fencing	LF	15,198.00	\$10.69	\$162,524	Site perimeter	Construction
Section 14 – Permanent Signing, Pavement Marking, Traffic Signalization, and Lighting						
Roadway / Parking Lot Signs	EA	35.00	\$5,278.83	\$184,759	Post mounted signage, monument signs, onsite directional signage	Construction
Pavement Markings	GAL	25.00	\$610.18	\$15,254		Construction
Signalized Intersection	EA	1.00	\$271,572.44	\$271,572		Construction
Lighting	EA	43.00	\$7,655.47	\$329,185	Includes light poles at streets, clubhouse and maintenance facility	Construction
Section 15 – Structures						
Landscape Walls	SF	2,900.00	\$34.33	\$99,545		Construction
Retaining Walls	SF	1,380.00	\$41.45	\$57,195	Includes monument walls at 23rd Street entrance to Clubhouse	Construction
Golf Course Bridges	EA	5.00	\$19,451.32	\$97,257		Construction
Section 16 – Maintenance of Traffic						
Incident Management Plan	LS	1.00	\$8,562.07	\$8,562		Construction
Construction Traffic Control	LS	1.00	\$79,653.85	\$79,654		Construction
Section 17 – Landscaping and Aesthetics						
Non-Golf Course Landscaping/Seeding	SF	94,161.00	\$1.13	\$106,586	Maintenance facility perimeter	Construction
Clubhouse Landscaping	SF	118,492.00	\$0.90	\$106,671		Construction

WBS Description	Unit	Quantity	Unit Price	Dollar Value	Scope Description	M/WBE Goal
Drainage Channel Landscaping	SF	43,320.00	\$1.14	\$49,567		Construction
Trees Planted On-Project	EA	760.00	\$741.51	\$563,545		Construction
Trees Planted Off-Project	EA	155.00	\$514.89	\$79,808		Construction
Tree Protection Plan	EA	561.00	\$195.49	\$109,670		Construction
Non-Golf Course Irrigation	LS	1.00	\$102,351.66	\$102,352	Maintenance facility perimeter	Construction
Clubhouse Irrigation	LS	1.00	\$61,026.58	\$61,027		Construction
Drainage Channel Irrigation	LS	1.00	\$40,046.84	\$40,047		Construction
Section 18 – Golf Course						
Turf	SF	2,874,960.00	\$0.17	\$476,980		Construction
Golf Course Irrigation	LS	1.00	\$3,045,756.76	\$3,045,757		Construction
Golf Course Irrigation Pond	EA	1.00	\$357,702.96	\$357,703		Construction
Golf Course Irrigation Pump Station	EA	1.00	\$662,407.93	\$662,408	Includes new building	Construction
Green Complex	EA	20.00	\$62,701.91	\$1,254,038		Construction
Tee Complex	EA	18.00	\$17,909.84	\$322,377		Construction
Bunkers	EA	27.00	\$17,162.93	\$463,399		Construction
Fairway (Par 3)	EA	4.00	\$24,813.02	\$99,252		Construction
Fairway (Par 4)	EA	10.00	\$30,435.60	\$304,356		Construction
Fairway (Par 5)	EA	4.00	\$38,046.79	\$152,187		Construction
First Tee Area	EA	1.00	\$33,084.41	\$33,084		Construction
Driving Range	EA	1.00	\$72,785.71	\$72,786		Construction
Cart Path	SY	14,821.00	\$55.23	\$818,568	Includes service road to inlet forebay structure	Construction
Site Furnishings	LS	1.00	\$34,325.86	\$34,326		Construction
Wayfinding Signs	EA	30.00	\$572.10	\$17,163		Construction
Section 19 – Site Development						
Clubhouse - Golf/Pro Shop Area	SF	1,528.00	\$251.72	\$384,633		Construction
Clubhouse - Administration Area	SF	1,662.00	\$251.72	\$418,364		Construction
Clubhouse - Dining Area	SF	3,094.00	\$469.12	\$1,451,458		Construction
Clubhouse - Food Service Area	SF	1,488.00	\$607.15	\$903,434		Construction
Clubhouse - Support Area	SF	983.00	\$1,443.47	\$1,418,935		Construction
Clubhouse - Walls, Corridors, and Circulation Areas	SF	1,828.00	\$284.59	\$520,231		Construction
Clubhouse - MEP and Communication	SF	671.00	\$217.40	\$145,873		Construction
Clubhouse - Exterior Seating/Patio	SF	2,630.00	\$31.95	\$84,039		Construction
Clubhouse - Cart Storage Area	SF	8,541.00	\$263.55	\$2,250,987		Construction
Clubhouse - Snack Shack Area	SF			\$0	Not Used	Construction
Clubhouse - Utility Services	SF	20,930.00	\$40.36	\$844,674		Construction
Clubhouse (Subtotal of above Clubhouse items)	SF	43,355.00	\$194.27	\$8,422,628		Construction
Maintenance Facility - Building 1	SF	8,818.75	\$201.51	\$1,777,057	Main Building	Construction
Maintenance Facility - Building 2	SF	250.00	\$254.90	\$63,726	HazMat Storage	Construction
Maintenance Facility - Building 3	SF	1,600.00	\$116.74	\$186,776	Chemical Storage	Construction
Maintenance Facility - Building 4	SF			\$0	Not Used	Construction
Maintenance Facility - Building 5	SF			\$0	Not Used	Construction
Maintenance Facility - Walls, Corridors, and Circulation	SF	1,037.50	\$185.97	\$192,940		Construction
Maintenance Facility - MEP and Communication	SF	518.75	\$937.07	\$486,105		Construction
Maintenance Facility - Utility Services	LS	1.00	\$38,456.41	\$38,456		Construction
Maintenance Facility (Subtotal of above Maintenance Facility items)	SF	12,226.00	\$224.53	\$2,745,060		Construction
First Tee Clubhouse	SF	1,135.00	\$272.10	\$308,834		Construction
Permanent Fencing (Clubhouse)	LF	31.00	\$1,106.36	\$34,297	Screen wall/fencing for loading & trash area	Construction
Permanent Fencing (Maintenance Facility)	LF	403.00	\$134.22	\$54,092		Construction
Parking Lot - Clubhouse	SY	9,728.00	\$54.63	\$531,442		Construction
Parking Lot- Maintenance	SY	2,971.33	\$38.23	\$113,605		Construction

WBS Description	Unit	Quantity	Unit Price	Dollar Value	Scope Description	M/WBE Goal
On Course Comfort Stations - 2 each	EA	2.00	\$306,616.46	\$613,233	Complete Comfort stations with utility connections	Construction
Dumpster Areas	EA	2.00	\$10,915.62	\$21,832	Dumpster enclosure - Clubhouse and Maintenance	Construction
Equipment Wash Station	EA	1.00	\$74,904.76	\$74,905	Wash area at maintenance facility	Construction
15'x15' Material Storage Bays	EA	6.00	\$28,547.96	\$171,288		Construction
FF&E (Contractor Supplied)	LS	1.00	\$217,125.00	\$217,125	Clubhouse and Maintenance Building	Construction
Building Permits	LS	1.00	\$212,325.43	\$212,325		Construction
Allowance						
Water Line Relocation (Conduit 57 and 58)	LS	1.00	\$5,000,000.00	\$5,000,000	Water line relocation currently being designed. Cost to be included in fixed contract price. Removal of existing water lines included with allowance.	Construction
Total Fixed Contract Price				\$44,990,100		

EXHIBIT D

DEPARTMENT OF PUBLIC WORKS

PERFORMANCE AND PAYMENT BOND

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

a corporation organized and existing under and by virtue of the laws of the State of _____,
hereafter referred to as the "Contractor", and _____,
a corporation organized and existing under and by virtue of the laws of the State of _____,
and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY

AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the
"City", in the penal sum of _____

_____ Dollars (\$ _____),
lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind
ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

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

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

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

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

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

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

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

Attest:

Secretary

Contractor

By: _____

President

Surety

By: _____

Attorney-In-Fact

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

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

By: _____

Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF
DENVER

By: _____
MAYOR

By: _____
EXECUTIVE DIRECTOR OF PUBLIC WORKS



City and County of Denver Consultants Certificate of Insurance

EXHIBIT E

Consultants, please provide this sample certificate to your insurance agent or broker
Certificates must mirror this sample

Note the Additional Insured special instructions below

ACORD® CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)

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

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

PRODUCER <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">Insurance Broker Name & Address</div>	CONTACT NAME PHONE (A/C, No, Ext) _____ FAX (A/C, No) _____ E-MAIL ADDRESS: _____ INSURER(S) AFFORDING COVERAGE _____ NAIC # _____ INSURER A: _____ INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
INSURED <div style="border: 1px solid black; padding: 5px; margin-top: 10px;">Contractor's Legal Name and Address</div>	

COVERAGE	CERTIFICATE NUMBER:	REVISION NUMBER:																																																																																																																																					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																																																																																																																																							
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	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in NH)		Y/N	N/A		W. STATUS - TORY LIMITS \$																																																																																																																																	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$																																																																																																																																	
						E.L. DISEASE - EA EMPLOYEE \$																																																																																																																																	
						E.L. DISEASE - POLICY LIMIT \$																																																																																																																																	

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

Contract Name/Number
 As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured as respects the Commercial General Liability and Business Auto

CERTIFICATE HOLDER City and County of Denver Department of _____ (Address) _____ Dept. _____ Denver, Colorado _____	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE _____
---	---

Consultant's Legal Name →

Types of insurance required in contract →

If other insurance (Professional Liability, for example) is required, please list it here →

Only project/contract info and additional insured in this box* →

Verify correct address & contact information →

Policy limits must be same or greater than required in the contract →

Policy start date must be prior to effective date of the contract →

*The 'description' box must only contain project/contract detail such as the contract name and number and "As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured" with regards to the appropriate policies ONLY.

QUALIFYING LANGUAGE SUCH AS "SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY" and "IF REQUIRED PER WRITTEN CONTRACT" CAN NOT BE ADDED.

DO NOT ATTACH ADDITIONAL INSURED ENDORSEMENTS OR POLICIES

If any additional language is added to this section, the certificate will be rejected. If the requirements can not be complied with, we reserve the option to move on to another Consultant



EXHIBIT F

Office of Economic Development

Division of Economic Mobility
Small Business Opportunity
201 W Colfax Ave, Dept 907
Denver, CO 80202
p: 720.913.1999
f: 720.913.1809
www.denvergov.org/dsbo

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

July 31, 2017

Leslie Fangman
Saunders, Inc.
86 Inverness Place, North
Englewood, CO 80112

Re: City Park Golf Course Parks and Drainage Improvements, Design/build Project - Compliance Plan

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

The Division of Small Business Opportunity approves the Compliance Plan and the commitment to meet or exceed the 15% M/WBE goal for design and meet or exceed the 17% M/WBE goal for the total construction price under the contract.

Should there be questions, contact Cindy Ackerman, Compliance Analyst, at 720-913-1636 or cynthia.ackerman@denvergov.org



Sincerely,

A handwritten signature in black ink, appearing to read "Ledy Garcia-Eckstein", with a stylized flourish at the end.

Ledy Garcia-Eckstein, Director
Division of Economic Mobility

CC: Cindy Ackerman, Compliance Analyst
Steven Coggins, Project Manager
Elizabeth Zollo, PW Contract Administration

Attachment 3

	<p>DENVER OFFICE OF ECONOMIC DEVELOPMENT</p>	<p>Office of Economic Development Division of Small Business Opportunity Compliance Unit 201 W. Colfax Ave. Dept. 907 Denver, CO 80202 Phone: 720-913-1999 DSBO@denvergov.org</p>
<p>COMMITMENT TO MWBE PARTICIPATION</p>		
<p><i>The undersigned has satisfied the MWBE participant requirements in the following manner (Please check the appropriate box):</i></p>		
<p><input checked="" type="checkbox"/> The Bidder/Proposer is committed to the minimum <u>15</u> % MWBE utilization on the project, and will submit Letters of Intent (LOI) for <u>each</u> subcontractor/subconsultant listed in the Bid Forms as follows: <u>Hard Bids</u>: Three (3) business days after the bid opening. <u>Request for Proposals/Qualifications</u>: With the proposal when due. <u>Compliance Plans</u>: With each task/work order</p>		
<p><input type="checkbox"/> The Bidder/Proposer is unable to meet the project goal of _____% MWBE, but is committed to a minimum of _____% MWBE utilization on the project. The Bidder/Proposer understands that they must submit a detailed statement of their good faith effort under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures; or no later than three (3) days after bid opening as a matter of responsibility as in accordance with DRMC Section 28-62 and 28-67 of Ordinance 85 to the Division of Small Business Opportunity.</p>		
<p><input type="checkbox"/> The Bidder/Proposer is a certified MWBE in good standing with the City and is committed to self-perform a minimum of _____% of the work on the contract.</p>		
<p>Bidder/Proposer (Name of Firm): Saunders Construction, Inc.</p>		
<p>Firm's Representative (Please print): Tom Alford</p>		
<p>Signature (Firm's Representative): </p>		
<p>Title: Vice President of Operations</p>		
<p>Address: 6950 South Jordan Road</p>		
<p>City: Centennial</p>	<p>State: CO</p>	<p>Zip: 80134</p>
<p>Phone: 303.699.9000</p>	<p>Fax: 303.680.7448</p>	<p>Email: t.alford@saundersci.com</p>
<p>A copy of the MWBE Certification letter <u>must</u> be attached to each Letter of Intent (LOI).</p>		

Attachment 4



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

LETTER OF INTENT (LOI) INSTRUCTIONS FOR COMPLETION & SUBMISSION:

- All lines must be completed or marked N/A for Not Applicable
- Certification Letter must be submitted with LOI
- Submit the attached completed checklist with this letter
- Email to dsbo@denvergov.org,
- FOR RFPs and RFQs: LOIs should be included with Submittal

Contract No.: 4698249	Project Name: Platte to Park Hill: Stormwater System - City Park Golf Course Parks and Drainage Improvements Design-Build						
A. The Following Section Is To Be Completed by the Bidder/Consultant This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE							
Name of Bidder/Consultant: Saunders Construction, Inc.				Self-Performing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Phone: 303.699.9000	
Contact Person: Tom Alford			Email: t.alford@saundersci.com			Fax: 303.680.7448	
Address: 6950 S. Jordan Road			City: Centennial		State: CO	Zip: 80112	
B. The Following Section is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant							
Name of Certified Firm: J.F. Sato & Associates, Inc.					Phone: 303.797.1200		
Contact Person: James Sato			Email: jfsato@jfsato.com			Fax: 303.797.1187	
Address: 5878 S. Rapp Street			City: Littleton		State: CO	Zip: 80120	
Please check the designation which applies to the certified firm.		M/WBE (v)	√	SBE (v)	√	EBE (v)	DBE (v)
Indirect Utilization: If this M/WBE, SBE, EBE or DBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/ Consultant, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm:							
A Copy of the M/WBE, SBE, EBE or DBE Letter of Certification must be Attached							
Identify the scope of the work to be performed or supply item that will be provided by the M/WBE/SBE/DBE. <u>On unit price bids only, identify which bid line items the M/WBE/SBE/EBE/DBEs scope of work or supply corresponds to.</u>							
Civil Engineering							
√	Subcontractor/Subconsultant (v)		Supplier (v)		Broker (v)		
Bidder intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE or DBE bid amount is:							
\$					%		
Consultant intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The percentage of the work of the total sub consultant M/WBE, SBE, EBE or DBE will perform is:							
					15 %		
If the fee amount of the work to be performed is requested, the fee amount, is:						\$	
Bidder/Consultant's Signature:					Date: 12.06.16		
Title: Vice President of Operations							
M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature:					Date: 12.06.16		
Title: President							
If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this Letter of Intent shall be null and void.							

Letter of Intent (LOI) Checklist

*All lines must be completed or marked N/A for Not Applicable
Submit the attached completed checklist with this letter.*

Completed ✓	
<input checked="" type="checkbox"/>	Project Number & Project Name
<input checked="" type="checkbox"/>	Section A: Name of Bidder/Consultant, Contact Person, Address, City, State, Zip, Phone, Email
<input checked="" type="checkbox"/>	Section B: Name of Certified Firm, Contact Person, Address, City, State, Zip, Phone, Email
<input checked="" type="checkbox"/>	Designation checked for MBE/WBE, SBE, EBE or DBE
<input type="checkbox"/> N/A	Indirect Utilization: Name of subcontractor/subconsultant, supplier or broker is indicated if using the participation of a 2 nd tier subcontractor/subconsultant, supplier or broker.
<input checked="" type="checkbox"/>	Scope of work performed or item supplied by M/WBE, SBE, EBE or DBE
<input type="checkbox"/> N/A	Line items performed, if line-item bid.
<input checked="" type="checkbox"/>	Copy of M/WBE, SBE, EBE or DBE Letter of Certification Attached
<input checked="" type="checkbox"/>	Designation checked for Subcontractor/Subconsultant, Supplier or Broker
	If project is a hard bid...
<input type="checkbox"/>	Bidder has indicated dollar amount for value of work going to Subcontractor/ Subconsultant, Supplier or Broker
<input type="checkbox"/>	Bidder has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker
	If project is an RFP/RFQ...
<input checked="" type="checkbox"/>	Consultant has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker Name & contact name for MWBE.
<input type="checkbox"/> N/A	Fee amount if fee amount of work to be performed is requested.
<input checked="" type="checkbox"/>	Bidder/Consultant's Signature, Title & Date
<input checked="" type="checkbox"/>	M/WBE, SBE, EBE or DBE Firm's Signature, Title and Date

Select One ✓	SUBMITTED VIA... For Construction Hard Bids ONLY, Bidders are strongly urged to deliver the LOI via one of the methods below. (The preferred method is to scan/email completed forms to email address below. Delivery to any other point cannot be guaranteed timely delivery.)
<input type="checkbox"/> N/A	Email to DSBO@denvergov.org

The complete and accurate information that is required for the Letter of Intent is based on the following sections of the Ordinance 85: Section 28-63 and Section 28-68. Failure to complete this information on the Letter of Intent (LOI) may automatically deem a bid or proposal non-responsive.



Office of Economic Development
Division of Small Business Opportunity

201 W. Colfax Avenue, #907
Denver, CO Zip 80202
p: 720.913.1999
f: 720.913.1809
www.denvergov.org/dsbo

Denver International Airport
Airport Office Building, Suite 7810
8500 Pena Boulevard
Denver, CO Zip 80249
p: 303.342.2180
f: 303.342.2190
www.Dydenver.com

November 19, 2016

James Sato
J.F. Sato & Associates, Inc.
5878 S. Rapp St.
Littleton, CO 80120

Dear James Sato:

SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved J.F. Sato & Associates, Inc. for certification as a **Minority/Women Business Enterprise (M/WBE)**. J.F. Sato & Associates, Inc. will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

November 17, 2016 to November 16, 2017

Listed below is each NAICS code for which J.F. Sato & Associates, Inc. is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER 236220: PROJECT MANAGEMENT
DENVER 541330: CIVIL ENGINEERING SERVICES
DENVER 541330: CONSTRUCTION ENGINEERING SERVICES
DENVER 541330: ENVIRONMENTAL ENGINEERING SERVICES
DENVER 541330: TRAFFIC ENGINEERING CONSULTING SERVICES
DENVER 541370: LAND SURVEYING SERVICES
DENVER 541370: SURVEYING AND MAPPING SERVICES (EXCEPT GEOPHYSICAL)
DENVER 541620: ENVIRONMENTAL CONSULTING SERVICES
DENVER 541620: SITE REMEDIATION CONSULTING SERVICES

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE Certification is valid for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit www.work4denver.com to view upcoming Construction/Professional Service bidding opportunities, or www.denvergov.org/purchasing for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,



201 W. Colfax Avenue, #907
Denver, CO Zip 80202
p: 720.913.1999
f: 720.913.1809
www.denvergov.org/dsbo

Denver International Airport
Airport Office Building, Suite 7810
8500 Pena Boulevard
Denver, CO Zip 80249
p: 303.342.2180
f: 303.342.2190
www.Dydenver.com

November 19, 2016

James Sato
J.F. Sato & Associates, Inc.
5878 S. Rapp St.
Littleton, CO 80120

Dear James Sato:

SUBJECT: Small Business Enterprise (SBE) Certification, Pursuant to Article VII of Chapter 28, Div. 1 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO), has approved J.F. Sato & Associates, Inc. for certification as a Small Business Enterprise (SBE). J.F. Sato & Associates, Inc. will be listed in the City and County of Denver's Small Business Enterprise (SBE) Certification Directory located at www.denvergov.org/dsbo. Your firm is certified with the following certification dates:

November 17, 2016 to November 16, 2017

Listed below is each NAICS code for which J.F. Sato & Associates, Inc. is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER 236220: PROJECT MANAGEMENT
DENVER 541330: CIVIL ENGINEERING SERVICES
DENVER 541330: CONSTRUCTION ENGINEERING SERVICES
DENVER 541330: ENVIRONMENTAL ENGINEERING SERVICES
DENVER 541330: TRAFFIC ENGINEERING CONSULTING SERVICES
DENVER 541370: LAND SURVEYING SERVICES
DENVER 541370: SURVEYING AND MAPPING SERVICES (EXCEPT GEOPHYSICAL)
DENVER 541620: ENVIRONMENTAL CONSULTING SERVICES
DENVER 541620: SITE REMEDIATION CONSULTING SERVICES

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an SBE.

Please be aware that **SBE Certifications are for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your SBE Certification.

You may visit www.work4denver.com to view upcoming Construction/Professional Service bidding opportunities, or www.denvergov.org/purchasing for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Attachment 4



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

LETTER OF INTENT (LOI) INSTRUCTIONS FOR COMPLETION & SUBMISSION:

- All lines must be completed or marked N/A for Not Applicable
- Certification Letter must be submitted with LOI
- Submit the attached completed checklist with this letter
- Email to dsbo@denvergov.org ,
- FOR RFPs and RFQs: LOIs should be included with Submittal

Contract No.: 4698249	Project Name: Platte to Park Hill: Stormwater System - City Park Golf Course Parks and Drainage Improvements Design-Build						
A. The Following Section Is To Be Completed by the Bidder/Consultant This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE							
Name of Bidder/Consultant: Saunders Construction, Inc.				Self-Performing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Phone: 303.699.9000	
Contact Person: Tom Alford			Email: t.alford@saundersci.com			Fax: 303.680.7448	
Address: 6950 S. Jordan Road			City: Centennial		State: CO	Zip: 80112	
B. The Following Section is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant							
Name of Certified Firm: Zoeller Consulting LLC					Phone: 303.929.3848		
Contact Person: Lisa Zoeller			Email: lisaz@zoellerconsultingllc.com			Fax:	
Address: 1932 Locust Street			City: Denver		State: CO	Zip: 80220	
Please check the designation which applies to the certified firm.		M/WBE (v)	√	SBE (v)		EBE (v)	DBE (v)
Indirect Utilization: If this M/WBE, SBE, EBE or DBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/ Consultant, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm:							
A Copy of the M/WBE, SBE, EBE or DBE Letter of Certification must be Attached							
Identify the scope of the work to be performed or supply item that will be provided by the M/WBE/SBE/DBE. On unit price bids only, identify which bid line items the M/WBE/SBE/EBE/DBEs scope of work or supply corresponds to.							
Public outreach and public information support							
√	Subcontractor/Subconsultant (v)		Supplier (v)		Broker (v)		
Bidder intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE or DBE bid amount is:							
\$					%		
Consultant intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The percentage of the work of the total sub consultant M/WBE, SBE, EBE or DBE will perform is:					1.5 %		
If the fee amount of the work to be performed is requested, the fee amount, is:					\$		
Bidder/Consultant's Signature: <i>[Signature]</i>					Date: 12.06.16		
Title: Project Executive							
M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature: <i>[Signature]</i>					Date: 12.06.16		
Title: Owner							
If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this Letter of Intent shall be null and void.							

Letter of Intent (LOI) Checklist

*All lines must be completed or marked N/A for Not Applicable
Submit the attached completed checklist with this letter.*

Completed ✓	
<input checked="" type="checkbox"/>	Project Number & Project Name
<input checked="" type="checkbox"/>	Section A: Name of Bidder/Consultant, Contact Person, Address, City, State, Zip, Phone, Email
<input checked="" type="checkbox"/>	Section B: Name of Certified Firm, Contact Person, Address, City, State, Zip, Phone, Email
<input checked="" type="checkbox"/>	Designation checked for MBE/WBE, SBE, EBE or DBE
<input checked="" type="checkbox"/>	Indirect Utilization: Name of subcontractor/subconsultant, supplier or broker is indicated if using the participation of a 2 nd tier subcontractor/subconsultant, supplier or broker.
<input checked="" type="checkbox"/>	Scope of work performed or item supplied by M/WBE, SBE, EBE or DBE
<input type="checkbox"/> NA	Line items performed, if line-item bid.
<input checked="" type="checkbox"/>	Copy of M/WBE, SBE, EBE or DBE Letter of Certification Attached
<input checked="" type="checkbox"/>	Designation checked for Subcontractor/Subconsultant, Supplier or Broker
	If project is a hard bid...
<input type="checkbox"/> NA	Bidder has indicated dollar amount for value of work going to Subcontractor/ Subconsultant, Supplier or Broker
<input type="checkbox"/> NA	Bidder has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker
	If project is an RFP/RFQ...
<input checked="" type="checkbox"/>	Consultant has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker Name & contact name for MWBE.
<input type="checkbox"/> NA	Fee amount if fee amount of work to be performed is requested.
<input checked="" type="checkbox"/>	Bidder/Consultant's Signature, Title & Date
<input checked="" type="checkbox"/>	MWBE, SBE, EBE or DBE Firm's Signature, Title and Date

Select One ✓	SUBMITTED VIA... For Construction Hard Bids ONLY, Bidders are strongly urged to deliver the LOI via one of the methods below. (The preferred method is to scan/email completed forms to email address below. Delivery to any other point cannot be guaranteed timely delivery.)
<input type="checkbox"/> NA	Email to DSBO@denvergov.org

The complete and accurate information that is required for the Letter of Intent is based on the following sections of the Ordinance 85: Section 28-63 and Section 28-68. Failure to complete this information on the Letter of Intent (LOI) may automatically deem a bid or proposal non-responsive.



Office of Economic Development
Division of Small Business Opportunity

201 W. Colfax Ave, Dept. 907
Denver, CO 80202
p: 720.913.1999
f: 720.913.1809
www.denvergov.org/dsbo

March 29, 2016

Denver International Airport
Airport Office Building, Suite 7810
8500 Peña Boulevard
Denver, CO 80249-6340
p: 303.342.2180
f: 303.342.2190
www.flydenver.com

Lisa Zoeller
Zoeller Consulting LLC
1932 Locust St
Denver, CO 80220

Dear Lisa Zoeller:

SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved Zoeller Consulting LLC for certification as a **Minority/Women Business Enterprise (M/WBE)**. Zoeller Consulting LLC will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

March 16, 2016 to March 15, 2017

Listed below is each NAICS code and Work Specialty for which Zoeller Consulting LLC is certified. Please verify your NAICS codes and work specialties as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER-541910: MARKETING RESEARCH AND PUBLIC OPINION POLLING

WORK SPECIALTY:

Public Outreach, Public Involvement, Public Relations

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE Certification is valid for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit www.work4denver.com to view upcoming Construction/Professional Service bidding opportunities, or www.denvergov.org/purchasing for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

Tanya Davis
Director

Attachment 4



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

LETTER OF INTENT (LOI) INSTRUCTIONS FOR COMPLETION & SUBMISSION:

- All lines must be completed or marked N/A for Not Applicable
- Certification Letter must be submitted with LOI
- Submit the attached completed checklist with this letter
- Email to dsbo@denvergov.org,
- FOR RFPs and RFQs: LOIs should be included with Submittal

Contract No.: 4698249	Project Name: Platte to Park Hill: Stormwater System - City Park Golf Course Parks and Drainage Improvements Design-Build						
A. The Following Section Is To Be Completed by the Bidder/Consultant This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE							
Name of Bidder/Consultant: Saunders Construction, Inc.			Self-Performing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Phone: 303.699.9000		
Contact Person: Tom Alford		Email: t.alford@saundersci.com			Fax: 303.680.7448		
Address: 6950 S. Jordan Road		City: Centennial		State: CO	Zip: 80112		
B. The Following Section is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant							
Name of Certified Firm: Dig Studio, Inc.					Phone: 720.328.1986		
Contact Person: William Vitek		Email: bill@digstudio.com			Fax:		
Address: 1523 15th Street, Suite 200		City: Denver		State: CO	Zip: 80202		
Please check the designation which applies to the certified firm.		M/WBE (v)	√	SBE (v)	√	EBE (v)	√
Indirect Utilization: If this M/WBE, SBE, EBE or DBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/ Consultant, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm:							
A Copy of the M/WBE, SBE, EBE or DBE Letter of Certification must be Attached							
Identify the scope of the work to be performed or supply item that will be provided by the M/WBE/SBE/DBE. <u>On unit price bids only, identify which bid line items the M/WBE/SBE/EBE/DBEs scope of work or supply corresponds to.</u>							
Landscape architecture services for golf course and clubhouse areas							
√	Subcontractor/Subconsultant (√)		Supplier (√)		Broker (√)		
Bidder intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE or DBE bid amount is:							
\$					%		
Consultant intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The percentage of the work of the total sub consultant M/WBE, SBE, EBE or DBE will perform is:							
					5 %		
If the fee amount of the work to be performed is requested, the fee amount, is:							
					\$		
Bidder/Consultant's Signature: <i>[Signature]</i>					Date: 12.06.16		
Title: Vice President of Operations							
M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature: <i>[Signature]</i>					Date: 12.06.16		
Title: Principal							
If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this Letter of Intent shall be null and void.							

Letter of Intent (LOI) Checklist

*All lines must be completed or marked N/A for Not Applicable
Submit the attached completed checklist with this letter.*

Completed ✓	
<input checked="" type="checkbox"/>	Project Number & Project Name
<input checked="" type="checkbox"/>	Section A: Name of Bidder/Consultant, Contact Person, Address, City, State, Zip, Phone, Email
<input checked="" type="checkbox"/>	Section B: Name of Certified Firm, Contact Person, Address, City, State, Zip, Phone, Email
<input checked="" type="checkbox"/>	Designation checked for MBE/WBE, SBE, EBE or DBE
<input type="checkbox"/> NA	Indirect Utilization: Name of subcontractor/subconsultant, supplier or broker is indicated if using the participation of a 2 nd tier subcontractor/subconsultant, supplier or broker.
<input checked="" type="checkbox"/>	Scope of work performed or item supplied by M/WBE, SBE, EBE or DBE
<input type="checkbox"/> NA	Line items performed, if line-item bid.
<input checked="" type="checkbox"/>	Copy of M/WBE, SBE, EBE or DBE Letter of Certification Attached
<input checked="" type="checkbox"/>	Designation checked for Subcontractor/Subconsultant, Supplier or Broker
	If project is a hard bid...
<input type="checkbox"/> NA	Bidder has indicated dollar amount for value of work going to Subcontractor/ Subconsultant, Supplier or Broker
<input checked="" type="checkbox"/> NA	Bidder has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker
	If project is an RFP/RFQ...
<input checked="" type="checkbox"/>	Consultant has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker Name & contact name for MWBE.
<input type="checkbox"/> NA	Fee amount if fee amount of work to be performed is requested.
<input checked="" type="checkbox"/>	Bidder/Consultant's Signature, Title & Date
<input checked="" type="checkbox"/>	M/WBE, SBE, EBE or DBE Firm's Signature, Title and Date

Select One ✓	SUBMITTED VIA... For Construction Hard Bids ONLY, Bidders are strongly urged to deliver the LOI via one of the methods below. (The preferred method is to scan/email completed forms to email address below. Delivery to any other point cannot be guaranteed timely delivery.)
<input type="checkbox"/> NA	Email to DSBO@denvergov.org

The complete and accurate information that is required for the Letter of Intent is based on the following sections of the Ordinance 85: Section 28-63 and Section 28-68. Failure to complete this information on the Letter of Intent (LOI) may automatically deem a bid or proposal non-responsive.

Laurel Raines
Dig Studio Inc.
1523 15th Street
Suite 200
Denver, CO 80202

Dear Laurel Raines:

SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved Dig Studio Inc. for certification as a Minority/Women Business Enterprise (M/WBE). Dig Studio Inc. will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

January 28, 2016 to January 27, 2017

Listed below is each NAICS code and Work Specialty for which Dig Studio Inc. is certified. Please verify your NAICS codes and work specialties as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER-541320: LANDSCAPE ARCHITECTURAL SERVICES
DENVER-541320: URBAN PLANNING SERVICES

WORK SPECIALTY:

Landscape Architecture & Urban Planning

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE Certification is valid for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal

application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit www.work4denver.com to view upcoming Construction/Professional Service bidding opportunities, or www.denvergov.org/purchasing for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

Chris Martinez
Director

City and County of Denver
Office of Economic Development
<http://www.denvergov.org/oed>
<http://denver.mwdbe.com>

This message was sent to: laurel@digstudioinc.com Sent on: 1/28/2016 11:29:04 AM System ReferenceID: 33039366

Laurel Raines
Dig Studio Inc.
1523 15th Street
Suite 200
Denver, CO 80202

Dear Laurel Raines:

SUBJECT: Small Business Enterprise (SBE) Certification, Pursuant to Article VII of Chapter 28, Div. 1 of the D.R.M.C.
Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO), has approved Dig Studio Inc. for certification as a Small Business Enterprise (SBE). Dig Studio Inc. will be listed in the City and County of Denver's Small Business Enterprise (SBE) Certification Directory located at www.denvergov.org/dsbo. Your firm is certified with the following certification dates:

January 28, 2016 to January 27, 2017

Listed below is each NAICS code and Work Specialty for which Dig Studio Inc. is certified. Please verify your NAICS codes and work specialties as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER-541320: LANDSCAPE ARCHITECTURAL SERVICES
DENVER-541320: URBAN PLANNING SERVICES

WORK SPECIALTY:

Landscape Architecture & Urban Planning

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an SBE.

Please be aware that SBE Certifications are for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your SBE Certification.

You may visit www.work4denver.com to view upcoming Construction/Professional Service bidding opportunities, or www.denvergov.org/purchasing for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

Chris Martinez
Director

City and County of Denver
Office of Economic Development
<http://www.denvergov.org/oed>
<http://denver.mwdbe.com>

This message was sent to: laurel@digstudioinc.com Sent on: 1/28/2016 11:29:04 AM System ReferenceID: 33039369

Laurel Raines
Dig Studio Inc.
1523 15th Street
Suite 200
Denver, CO 80202

Dear Laurel Raines:

The Division of Small Business Opportunity is pleased to inform you that Dig Studio Inc. is certified as a Disadvantaged Business Enterprise (DBE) pursuant to the US Department of Transportation's Regulation 49 CFR Part 26. Your firm will be listed on the Colorado Unified Certification Program's (UCP) on-line directory of eligible DBEs at www.coloradodbe.org.

Dig Studio Inc. is eligible to participate as a DBE on US Department of Transportation financially-assisted projects in Colorado in the work codes appearing as part of your firm's listing on the directory as eligible to be counted toward DBE participation. It is your responsibility to manage your firm's work codes to ensure they are correct.

CO UCP NAICS-541320: LANDSCAPE ARCHITECTURAL SERVICES CO UCP NAICS-541320: URBAN PLANNING SERVICES

The anniversary date of your firm's DBE certification is January 27, 2017. You will be notified prior to the anniversary date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to contact us. Pursuant to 49 CFR 26.83(i), submittal of this information is required to ensure that there is no interruption of your firm's status as a certified DBE. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately.

Sincerely,

Chris Martinez
Director

City and County of Denver
Office of Economic Development
<http://www.denvergov.org/oed>
<http://denver.mwdbe.com>

This message was sent to: laurel@digstudioinc.com Sent on: 1/28/2016 11:27:20 AM System ReferenceID: 33039358

Laurel Raines
Dig Studio Inc.
1523 15th Street
Suite 200
Denver, CO 80202

Dear Laurel Raines:

SUBJECT: Emerging Business Enterprise (EBE) Certification, Pursuant to Article VII of Chapter 28, Div. 1 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO), has approved Dig Studio Inc. for certification as an Emerging Business Enterprise (EBE). Dig Studio Inc. will be listed in the City and County of Denver's Emerging Business Enterprise (EBE) Certification Directory. Your firm is certified with the following certification dates:

January 28, 2016 to January 27, 2017

Listed below is each NAICS code and Work Specialty for which Dig Studio Inc. is certified. Please verify your NAICS codes and work specialties as this letter showing the following codes is required for bidding on City projects:

NAICS Codes:

DENVER-541320: LANDSCAPE ARCHITECTURAL SERVICES
DENVER-541320: URBAN PLANNING SERVICES

WORK SPECIALTY:

Landscape Architecture & Urban Planning

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an EBE.

Please be aware that your EBE Certification is valid for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal and application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your EBE Certification.

You may visit www.work4denver.com to view upcoming bidding opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

Chris Martinez
Director

City and County of Denver
Office of Economic Development
<http://www.denvergov.org/oed>
<http://denver.mwdbe.com>

This message was sent to: laurel@digstudioinc.com Sent on: 1/28/2016 11:29:04 AM System ReferenceID: 33039362

Attachment 4



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

LETTER OF INTENT (LOI) INSTRUCTIONS FOR COMPLETION & SUBMISSION:

- All lines must be completed or marked N/A for Not Applicable
- Certification Letter must be submitted with LOI
- Submit the attached completed checklist with this letter
- Email to dsbo@denvergov.org ,
- FOR RFPs and RFQs: LOIs should be included with Submittal

Contract No.: 4698249	Project Name: Platte to Park Hill: Stormwater System - City Park Golf Course Parks and Drainage Improvements Design-Build						
A. The Following Section Is To Be Completed by the Bidder/Consultant This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE							
Name of Bidder/Consultant: Saunders Construction, Inc.				Self-Performing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Phone: 303.699.9000	
Contact Person: Tom Alford			Email: t.alford@saundersci.com			Fax: 303.680.7448	
Address: 6950 S. Jordan Road			City: Centennial		State: CO	Zip: 80112	
B. The Following Section is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant							
Name of Certified Firm: SSG MEP, Inc.					Phone: 303.696.2602		
Contact Person: Sandra Scanlon, PE			Email: sandra@ssgroupinc.com			Fax: 303.696.0812	
Address: 3025 S. Parker Road, Suite 1100			City: Denver		State: CO	Zip: 80202	
Please check the designation which applies to the certified firm.		M/WBE (v)	√	SBE (v)	√	EBE (v)	DBE (v) √
Indirect Utilization: If this M/WBE, SBE, EBE or DBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/ Consultant, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm:							
A Copy of the M/WBE, SBE, EBE or DBE Letter of Certification must be Attached							
Identify the scope of the work to be performed or supply item that will be provided by the M/WBE/SBE/DBE. <u>On unit price bids only, identify which bid line items the M/WBE/SBE/EBE/DBEs scope of work or supply corresponds to.</u>							
Electrical engineering and lighting design							
√	Subcontractor/Subconsultant (v)		Supplier (v)		Broker (v)		
Bidder intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE or DBE bid amount is:							
\$					%		
Consultant intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The percentage of the work of the total sub consultant M/WBE, SBE, EBE or DBE will perform is:							
					5 %		
If the fee amount of the work to be performed is requested, the fee amount, is:							
					\$		
Bidder/Consultant's Signature:					Date: 12.06.16		
Title: Vice President of Operations							
M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature:					Date: 12.06.16		
Title: President Principal							
If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this Letter of Intent shall be null and void.							

Letter of Intent (LOI) Checklist

*All lines must be completed or marked N/A for Not Applicable
Submit the attached completed checklist with this letter.*

Completed ✓	
✓	Project Number & Project Name
✓	Section A: Name of Bidder/Consultant, Contact Person, Address, City, State, Zip, Phone, Email
✓	Section B: Name of Certified Firm, Contact Person, Address, City, State, Zip, Phone, Email
✓	Designation checked for MBE/WBE, SBE, EBE or DBE
✓	Indirect Utilization: Name of subcontractor/subconsultant, supplier or broker is indicated if using the participation of a 2 nd tier subcontractor/subconsultant, supplier or broker.
✓	Scope of work performed or item supplied by M/WBE, SBE, EBE or DBE
✓	Line items performed, if line-item bid.
✓	Copy of M/WBE, SBE, EBE or DBE Letter of Certification Attached
✓	Designation checked for Subcontractor/Subconsultant, Supplier or Broker
	If project is a hard bid...
(n/a)	Bidder has indicated dollar amount for value of work going to Subcontractor/ Subconsultant, Supplier or Broker
(n/a)	Bidder has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker
	If project is an RFP/RFQ...
✓	Consultant has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker Name & contact name for MWBE.
✓	Fee amount if fee amount of work to be performed is requested.
✓	Bidder/Consultant's Signature, Title & Date
✓	M/WBE, SBE, EBE or DBE Firm's Signature, Title and Date

Select One ✓	SUBMITTED VIA... For Construction Hard Bids ONLY, Bidders are strongly urged to deliver the LOI via one of the methods below. (The preferred method is to scan/email completed forms to email address below. Delivery to any other point cannot be guaranteed timely delivery.)
(n/a)	Email to DSBO@denvergov.org

The complete and accurate information that is required for the Letter of Intent is based on the following sections of the Ordinance 85: Section 28-63 and Section 28-68. Failure to complete this information on the Letter of Intent (LOI) may automatically deem a bid or proposal non-responsive.



Office of Economic Development
Division of Small Business Opportunity

201 W. Colfax Avenue, #907
Denver, CO Zip 80202
p: 720.913.1999
f: 720.913.1809
www.denvergov.org/dsbo

Denver International Airport
Airport Office Building, Suite 7810
8500 Pena Boulevard
Denver, CO Zip 80249
p: 303.342.2180
f: 303.342.2190
www.flydenver.com

April 5, 2016

Sandra Scanlon
Scanlon Szynskie Group, Inc. DBA SSG MEP, SSG MEP, Inc.
3025 S. Parker Road, Suite 1100
Aurora, CO 80014-2905

Dear: Sandra Scanlon:

The Division of Small Business Opportunity is pleased to inform you that Scanlon Szynskie Group, Inc. DBA SSG MEP, SSG MEP, Inc. is certified as a Disadvantaged Business Enterprise (DBE) pursuant to the US Department of Transportation's Regulation 49 CFR Part 26. Your firm will be listed on the Colorado Unified Certification Program's (UCP) on-line directory of eligible DBEs at www.coloradodbe.org.

Scanlon Szynskie Group, Inc. DBA SSG MEP, SSG MEP, Inc. is eligible to participate as a DBE on US Department of Transportation financially-assisted projects in Colorado in the work codes appearing as part of your firm's listing on the directory as eligible to be counted toward DBE participation. It is your responsibility to manage your firm's work codes to ensure they are correct.

CO UCP NAICS-541330: ELECTRICAL ENGINEERING SERVICES
CO UCP NAICS-541330: MECHANICAL ENGINEERING SERVICES

The anniversary date of your firm's DBE certification is March 30, 2017. You will be notified prior to the anniversary date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to contact us. Pursuant to 49 CFR 26.83(i), submittal of this information is required to ensure that there is no interruption of your firm's status as a certified DBE. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately.

Sincerely,

A handwritten signature in cursive script, appearing to read "Cheryl De...".

Director

Office of Economic Development
Division of Small Business Opportunity



201 W. Colfax Avenue, #907
Denver, CO Zip 80202
p: 720.913.1999
f: 720.913.1809
www.denvergov.org/dsbo

Denver International Airport
Airport Office Building, Suite 7810
8500 Pena Boulevard
Denver, CO Zip 80249
p: 303.342.2180
f: 303.342.2190
www.lydenver.com

April 5, 2016

Sandra Scanlon
Scanlon Szynskie Group, Inc. DBA SSG MEP, SSG MEP, Inc.
3025 S. Parker Road, Suite 1100
Aurora, CO 80014-2905

Dear Sandra Scanlon:

SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved Scanlon Szynskie Group, Inc. DBA SSG MEP, SSG MEP, Inc. for certification as a **Minority/Women Business Enterprise (M/WBE)**. Scanlon Szynskie Group, Inc. DBA SSG MEP, SSG MEP, Inc. will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

March 31, 2016 to March 30, 2017

Listed below is each NAICS code and Work Specialty for which Scanlon Szynskie Group, Inc. DBA SSG MEP, SSG MEP, Inc. is certified. Please verify your NAICS codes and work specialties as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER-541330: ELECTRICAL ENGINEERING SERVICES
DENVER-541330: MECHANICAL ENGINEERING SERVICES

WORK SPECIALTY:

Mechanical Engineering; Electrical Engineering - Lighting, Design, Fire Alarm System Design and Low Voltage System Design.

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE **Certification is valid for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit www.work4denver.com to view upcoming Construction/Professional Service bidding opportunities, or www.denvergov.org/purchasing for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

A handwritten signature in black ink, appearing to read "Cheryl De...", is written over a horizontal line.

Director

201 W. Colfax Avenue, #907
Denver, CO Zip 80202
p: 720.913.1999
f: 720.913.1809
www.denvergov.org/dsbo

Denver International Airport
Airport Office Building, Suite 7810
8500 Pena Boulevard
Denver, CO Zip 80249
p: 303.342.2180
f: 303.342.2190
www.lydenver.com



April 5, 2016

Sandra Scanlon
Scanlon Szynskie Group, Inc. DBA SSG MEP, SSG MEP, Inc.
3025 S. Parker Road, Suite 1100
Aurora, CO 80014-2905

Dear Sandra Scanlon:

SUBJECT: Small Business Enterprise (SBE) Certification, Pursuant to Article VII of Chapter 28, Div. 1 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO), has approved Scanlon Szynskie Group, Inc. DBA SSG MEP, SSG MEP, Inc. for certification as a Small Business Enterprise (SBE). Scanlon Szynskie Group, Inc. DBA SSG MEP, SSG MEP, Inc. will be listed in the City and County of Denver's Small Business Enterprise (SBE) Certification Directory located at www.denvergov.org/dsbo. Your firm is certified with the following certification dates:

March 31, 2016 to March 30, 2017

Listed below is each NAICS code and Work Specialty for which Scanlon Szynskie Group, Inc. DBA SSG MEP, SSG MEP, Inc. is certified. Please verify your NAICS codes and work specialties as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER-541330: ELECTRICAL ENGINEERING SERVICES
DENVER-541330: MECHANICAL ENGINEERING SERVICES

WORK SPECIALTY:

Mechanical Engineering; Electrical Engineering - Lighting, Design, Fire Alarm System Design and Low Voltage System Design.

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an SBE.

Please be aware that **SBE Certifications are for a period of one (1) year, and must be renewed annually.** It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your SBE Certification.

You may visit www.work4denver.com to view upcoming Construction/Professional Service bidding opportunities, or www.denvergov.org/purchasing for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

A handwritten signature in black ink, appearing to read "Chanya De", with a horizontal line extending to the right.

Director

Attachment 4



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

LETTER OF INTENT (LOI) INSTRUCTIONS FOR COMPLETION & SUBMISSION:

- All lines must be completed or marked N/A for Not Applicable
- Certification Letter must be submitted with LOI
- Submit the attached completed checklist with this letter
- Email to dsbo@denvergov.org ,
- FOR RFPs and RFQs: LOIs should be included with Submittal

Contract No. 4698249	Project Name: Platte to Park Hill: Stormwater System - City Park Golf Course Parks and Drainage Improvements Design-Build		
A. The Following Section Is To Be Completed by the Bidder/Consultant This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE			
Name of Bidder/Consultant: Saunders Construction, Inc.	Self-Performing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Phone: 303.699.9000	
Contact Person: Tom Alford	Email: t.alford@saundersci.com	Fax: 303.680.7448	
Address: 6950 S. Jordan Road	City: Centennial	State: CO	Zip: 80112
B. The Following Section is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant			
Name of Certified Firm: Shrewsbury & Associates, LLC		Phone: (720) 235-0605	
Contact Person: Eric Rolle, PE, PMP	Email: erolle@shrewsusa.com	Fax: (877) 841-5151	
Address: 2696 S. Colorado Blvd., Suite 460	City: Denver	State: CO	Zip: 80222
Please check the designation which applies to the certified firm.	M/WBE (v) <input checked="" type="checkbox"/>	SBE (v) <input checked="" type="checkbox"/>	EBE (v) <input type="checkbox"/>
		DBE (v) <input checked="" type="checkbox"/>	
Indirect Utilization: If this M/WBE, SBE, EBE or DBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/ Consultant, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm:			
A Copy of the M/WBE, SBE, EBE or DBE Letter of Certification must be Attached			
Identify the scope of the work to be performed or supply item that will be provided by the M/WBE/SBE/DBE. <u>On unit price bids only, identify which bid line items the M/WBE/SBE/EBE/DBEs scope of work or supply corresponds to.</u>			
Quality Control			
<input checked="" type="checkbox"/>	Subcontractor/Subconsultant (v)	<input type="checkbox"/>	Supplier (v)
		<input type="checkbox"/>	Broker (v)
Bidder intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE or DBE bid amount is:			
\$			%
Consultant intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The percentage of the work of the total sub consultant M/WBE, SBE, EBE or DBE will perform is:			
			5 %
If the fee amount of the work to be performed is requested, the fee amount, is:		\$ N/A	
Bidder/Consultant's Signature:		Date: 12.06.16	
Title: Vice President of Operations			
M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature:		Date: 12/6/16	
Title: President, CEO			
If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this Letter of Intent shall be null and void.			

Letter of Intent (LOI) Checklist

*All lines must be completed or marked N/A for Not Applicable
Submit the attached completed checklist with this letter.*

Completed ✓	
<input checked="" type="checkbox"/>	Project Number & Project Name
<input checked="" type="checkbox"/>	Section A: Name of Bidder/Consultant, Contact Person, Address, City, State, Zip, Phone, Email
<input checked="" type="checkbox"/>	Section B: Name of Certified Firm, Contact Person, Address, City, State, Zip, Phone, Email
<input checked="" type="checkbox"/>	Designation checked for MBE/WBE, SBE, EBE or DBE
<input checked="" type="checkbox"/>	Indirect Utilization: Name of subcontractor/subconsultant, supplier or broker is indicated if using the participation of a 2 nd tier subcontractor/subconsultant, supplier or broker.
<input checked="" type="checkbox"/>	Scope of work performed or item supplied by M/WBE, SBE, EBE or DBE
<input checked="" type="checkbox"/>	Line items performed, if line-item bid.
<input checked="" type="checkbox"/>	Copy of M/WBE, SBE, EBE or DBE Letter of Certification Attached
<input checked="" type="checkbox"/>	Designation checked for Subcontractor/Subconsultant, Supplier or Broker
	If project is a hard bid...
<input type="checkbox"/>	Bidder has indicated dollar amount for value of work going to Subcontractor/ Subconsultant, Supplier or Broker
<input type="checkbox"/>	Bidder has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker
	If project is an RFP/RFQ...
<input checked="" type="checkbox"/>	Consultant has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker Name & contact name for MWBE.
<input type="checkbox"/>	Fee amount if fee amount of work to be performed is requested.
<input checked="" type="checkbox"/>	Bidder/Consultant's Signature, Title & Date
<input checked="" type="checkbox"/>	M/WBE, SBE, EBE or DBE Firm's Signature, Title and Date

Select One ✓	SUBMITTED VIA... For Construction Hard Bids ONLY, Bidders are strongly urged to deliver the LOI via one of the methods below. (The preferred method is to scan/email completed forms to email address below. Delivery to any other point cannot be guaranteed timely delivery.)
<input type="checkbox"/>	Email to DSBO@denvergov.org

The complete and accurate information that is required for the Letter of Intent is based on the following sections of the Ordinance 85: Section 28-63 and Section 28-68. Failure to complete this information on the Letter of Intent (LOI) may automatically deem a bid or proposal non-responsive.



December 7, 2015

William Shrewsberry
Shrewsberry & Associates, LLC
7321 Shadeland Station #160
Indianapolis, IN 46256

Dear William Shrewsberry:

Office of Economic Development
Division of Small Business Opportunity

201 W. Colfax Ave. Dept. 907
Denver, CO 80202
p: 720.913.1999
f: 720.913.1809
www.denvergov.org/dsbo

Denver International Airport
Airport Office Building, Suite 7810
8500 Peña Boulevard
Denver, CO 80249-6340
p: 303.342.2180
f: 303.342.2190
www.flydenver.com

SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved Shrewsberry & Associates, LLC for certification as a **Minority/Women Business Enterprise (M/WBE)**. Shrewsberry & Associates, LLC will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

December 3, 2015 to December 2, 2016

Listed below is each NAICS code and Work Specialty for which Shrewsberry & Associates, LLC is certified. Please verify your NAICS codes and work specialties as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER-236220: CONSTRUCTION MANAGEMENT, COMMERCIAL AND INSTITUTIONAL BUILDING
DENVER-237110: CONSTRUCTION MANAGEMENT, WATER AND SEWER LINE
DENVER-237990: CONSTRUCTION MANAGEMENT, TUNNEL
DENVER-541320: URBAN PLANNING SERVICES
DENVER-541330: CIVIL ENGINEERING SERVICES
DENVER-541330: ENVIRONMENTAL ENGINEERING SERVICES
DENVER-541380: LABORATORY TESTING (EXCEPT MEDICAL, VETERINARY) SERVICES
DENVER-541620: ENVIRONMENTAL CONSULTING SERVICES
DENVER-541620: SITE REMEDIATION CONSULTING SERVICES
DENVER-541910: MARKETING RESEARCH AND PUBLIC OPINION POLLING

WORK SPECIALTY:

Construction Management, Water, Sewer, Pipeline, Environmental Remediation

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE Certification is valid for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit www.work4denver.com to view upcoming Construction/Professional Service bidding opportunities, or www.denvergov.org/purchasing for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

Chris Martinez
Director
CM/as



December 7, 2015

William Shrewsberry
Shrewsberry & Associates, LLC
7321 Shadeland Station #160
Indianapolis, IN 46256

Dear William Shrewsberry:

Office of Economic Development
Division of Small Business Opportunity

201 W. Colfax Ave. Dept. 807
Denver, CO 80202
p: 720.913.1999
f: 720.913.1809
www.denvergov.org/dsbo

Denver International Airport
Airport Office Building, Suite 7810
8500 Peña Boulevard
Denver, CO 80249-6340
p: 303.342.2180
f: 303.342.2180
www.flydenver.com

SUBJECT: Small Business Enterprise (SBE) Certification, Pursuant to Article VII of Chapter 28, Div. 1 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO), has approved Shrewsberry & Associates, LLC for certification as a **Small Business Enterprise (SBE)**. Shrewsberry & Associates, LLC will be listed in the City and County of Denver's Small Business Enterprise (SBE) Certification Directory located at www.denvergov.org/dsbo. Your firm is certified with the following certification dates:

December 3, 2015 to December 2, 2016

Listed below is each NAICS code and Work Specialty for which Shrewsberry & Associates, LLC is certified. Please verify your NAICS codes and work specialties as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER-236220: CONSTRUCTION MANAGEMENT, COMMERCIAL AND INSTITUTIONAL BUILDING
DENVER-237110: CONSTRUCTION MANAGEMENT, WATER AND SEWER LINE
DENVER-237990: CONSTRUCTION MANAGEMENT, TUNNEL
DENVER-541330: CIVIL ENGINEERING SERVICES
DENVER-541330: ENVIRONMENTAL ENGINEERING SERVICES
DENVER-541380: LABORATORY TESTING (EXCEPT MEDICAL, VETERINARY) SERVICES
DENVER-541620: ENVIRONMENTAL CONSULTING SERVICES
DENVER-541620: SITE REMEDIATION CONSULTING SERVICES
DENVER-541910: MARKETING RESEARCH AND PUBLIC OPINION POLLING

WORK SPECIALTY:

Construction Management and Related Services, Water, Sewer, Pipeline, Environmental Remediation

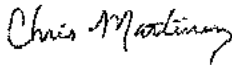
This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an SBE.

Please be aware that **SBE Certifications are for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your SBE Certification.

You may visit www.work4denver.com to view upcoming Construction/Professional Service bidding opportunities, or www.denvergov.org/purchasing for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,


Chris Martinez



Office of Economic Development
Division of Small Business Opportunity

201 W. Colfax Ave., Dept. 907
Denver, CO 80202
p: 720.913.1999
f: 720.913.1809
www.denvergov.org/dsbo

December 7, 2015

William Shrewsberry
Shrewsberry & Associates, LLC
7321 Shadeland Station #160
Indianapolis, IN 46256

Denver International Airport
Airport Office Building, Suite 7810
8500 Peña Boulevard
Denver, CO 80249-6340
p: 303.342.2180
f: 303.342.2190
www.flydenver.com

Dear: William Shrewsberry:

The Division of Small Business Opportunity is pleased to inform you that Shrewsberry & Associates, LLC is certified as a **Disadvantaged Business Enterprise (DBE)** pursuant to the US Department of Transportation's Regulation 49 CFR Part 26. Your firm will be listed on the Colorado Unified Certification Program's (UCP) on-line directory of eligible DBEs at www.coloradodbe.org.

Shrewsberry & Associates, LLC is eligible to participate as a DBE on US Department of Transportation financially-assisted projects in Colorado in the work codes appearing as part of your firm's listing on the directory as eligible to be counted toward DBE participation. It is your responsibility to manage your firm's work codes to ensure they are correct.

NAICS CODES:

CO UCP NAICS-236220: CONSTRUCTION MANAGEMENT, COMMERCIAL AND INSTITUTIONAL BUILDING
CO UCP NAICS-237110: CONSTRUCTION MANAGEMENT, WATER AND SEWER LINE
CO UCP NAICS-237990: CONSTRUCTION MANAGEMENT, TUNNEL
CO UCP NAICS-541320: URBAN PLANNING SERVICES
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CO UCP NAICS-541620: ENVIRONMENTAL CONSULTING SERVICES
CO UCP NAICS-541620: SITE REMEDIATION CONSULTING SERVICES
CO UCP NAICS-541910: MARKETING RESEARCH AND PUBLIC OPINION POLLING

WORK SPECIALTY:

Construction Management and Related Services, Water, Sewer, Pipeline, Environmental Engineering, Transportation Engineering, Inspection Services, Traffic Studies and Plans, Feasibility Studies, Consulting, Environmental/Hazmat, Environmental Impact

The anniversary date of your firm's DBE certification is December 2, 2016. You will be notified prior to the anniversary date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to contact us. Pursuant to 49 CFR 26.83(i), submittal of this information is required to ensure that there is no interruption of your firm's status as a certified DBE.

If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately.

Sincerely,

Chris Martinez
Director
CM/as

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

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

**Saunders Construction, LLC
City Park Golf Course Parks and Drainage Improvements, Design Build Project
201736093**

SECTION 1: INTRODUCTION 1
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SECTION 3: STRUCTURING BID PACKAGES FOR M/WBE PARTICIPATION 2
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**CITY AND COUNTY OF DENVER
DIVISION OF SMALL BUSINESS OPPORTUNITY
CONSTRUCTION CONTRACT COMPLIANCE PLAN
FOR M/WBE PARTICIPATION**

**Saunders Construction, LLC
City Park Golf Course Parks and Drainage Improvements, Design Build Project
201736093**

SECTION 1: INTRODUCTION

- A. Saunders Construction, LLC (the “Contractor”) submits this Compliance Plan to the Director of the Division of Small Business Opportunity (“Director”), as required by the Executive Director of Public Works, in accordance with §§ 28-51 to 28-83, D.R.M.C., and the implementing rules adopted by the Director (“Rules”).
- B. Under the City’s Ordinance No. 85, Series of 2014 (the “M/WBE Ordinance”), codified at §§ 28-51 to 28-83, D.R.M.C., the M/WBE participation goal for this contract is 15% for design/professional services and 17% for construction. The good faith solicitation level is 100%.
- C. The Contractor is committed to compliance with the M/WBE Ordinance in its performance of the Contract. The Contractor will continually pursue a level of M/WBE participation that equals or exceeds 15% for design/professional services and 17% for construction of the total construction price under the Contract.
- D. Because of the delivery method used for this Project, the work was not ready for subcontracting at the time when the Contractor was awarded the Contract. Therefore this Compliance Plan provides for the M/WBE solicitation and subcontracting to be performed after contract formation. The process by which the Contractor will solicit, obtain, count and maintain participation by MBE and WBE firms for this Project under this Compliance Plan, will be same as the M/WBE Ordinance requires for “design-bid-build” construction contracts.
- E. This Compliance Plan describes how the Contractor will address the project goal at the point where the project work is sufficiently defined that the process of obtaining subcontractors and suppliers can begin, by committing to utilize MBE/WBEs for the Project work, using the good faith efforts as defined by the M/WBE Ordinance.
- F. The delivery method for this project under the Contract is design/build.

- G. The Contractor will deliver the construction work in phases. [If the work will be delivered in phases, Section 3 below describes the Contractor’s plan to meet the project goal as it relates to such phases.]

SECTION 2: KEY PERSONNEL

Erick Hartzell, (303) 727-0116, e.hartzell@saundersinc.com, has been assigned as the Design Build Manager for this Contract. The Design Build Manager is responsible for the overall management of the Contractor’s performance of the Project.

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

Jeff Anker, (303) 435-9309, J.Anker@saundersci.com is the Community Outreach Manager who reports to the Design Build Manager and is responsible for compliance with this Compliance Plan, outreach and coordination activities, and maintaining appropriate records to ensure that goals are met.

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

SECTION 3: STRUCTURING BID PACKAGES FOR M/WBE PARTICIPATION

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

Goals Schedule Chart - Design

Available Subcontractor Scope of Work	Approximate Dollar Value	Percentage of Total Project	Estimated MWBE Participation in Dollars	Estimated MWBE Participation %
Civil Site / Roadway Design	\$238,232.94	8.5%	\$238,232.94	100.0%
Design QA/QC	\$165,649.75	5.9%	\$165,649.75	100.0%
Building Design	\$872,632.10	31.2%	\$15,000.00	1.7%
Total - Potential MWBE Design Services			\$418,882.69	15.0%

Total - Design Dollar Value \$2,800,127.00

Goals Schedule Chart - Construction

Available Subcontractor Scope of Work	Approximate Dollar Value	Percentage of Total Project	Estimated MWBE Participation in Dollars	Estimated MWBE Participation %
Construction QA/QC	\$346,951.53	0.8%	\$346,951.53	100.0%
Public Information Plan	\$57,209.77	0.1%	\$57,209.77	100.0%
Environmental Compliance	\$316,380.44	0.7%	\$316,380.44	100.0%
Earthwork	\$8,127,823.00	19.3%	\$812,782.30	10.0%
Utilities	\$6,509,106.00	15.4%	\$3,700,000.00	56.8%
Roadway	\$755,742.00	1.8%	\$755,742.00	100.0%
Construction Traffic Control	\$79,653.85	0.2%	\$79,653.85	100.0%
Golf Course	\$8,114,384.00	19.2%	\$93,000.00	1.1%
MEP and Communication	\$631,978.00	1.5%	\$631,978.00	100.0%
Fencing	\$88,389.00	0.2%	\$88,389.00	100.0%
Irrigation/Landscaping	\$1,219,273	2.9%	\$300,000.00	24.6%
Total - Potential MWBE Construction Services			\$7,182,086.89	17.0%

Total - Construction Dollar Value \$42,189,973.00

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

C. The Contractor has the following preliminary schedule for issuance of each bid package:

Erosion Control	September 2017
Utilities and Earth Work	October 2017
Golf Course	October 2017
Clubhouse	December 2017
Landscape	December 2017

- D. Barriers such as capacity, insurance, bonding, experienced workforce, and administrative burdens may hinder a M/WBE subcontractors ability to bid. Saunders is committed to reducing the bid package barriers that may limit the M/WBE contractors' access and opportunities to become part of this project. Saunders will further break the packages up to align with the scopes of work for certified M/WBE subcontractors.
- E. Saunders will have a prequalifying process designed to protect all parties involved, City and County of Denver, the M/WBE subcontractor and Saunders. The prequalification process will be used for all subcontractors regardless of certification
- F. The Contractor may pursue different percentage goals for M/WBE participation in each separate package of work put out for bids, based on the types of work and availability of certified M/WBE firms. However, the Contractor is committed to the overall goal of 15% for Design and 17% Construction M/WBE participation in the total construction work amount.
- G. The Contractor may consider, in order to maximize M/WBE participation, subcontracting the following types of work which it might ordinarily self-perform: general conditions labor i.e. site clean-up etc. Saunders will implement a plan to either subcontract all or portions of these scopes of work and ensure that the M/WBE subcontractors align with the scopes of work normally self-performed by Saunders.

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

The Contractor will conduct the following outreach efforts:

- A. Contractor will use the City's M/WBE directory and encourage all non-M/WBE subcontractors to use the directory when soliciting any of their own subcontractors or suppliers for the project.
- B. If during outreach efforts, Contractor locates a firm which appears to be eligible for City M/WBE certification but is not so certified, Contractor will direct the firm to DSBO and encourage the firm to pursue certification if eligible.

- C. When it has work packages ready for subcontracting, the Contractor will publish notices in The Daily Journal and other local publications and websites, identifying the subcontracting opportunities and specifically soliciting City-certified M/WBE participation. The Contractor will also provide notice of all such solicitations to relevant organizations such as, but not limited to, the Colorado Black Chamber of Commerce, Rocky Mountain Minority Supplier Development Council, Hispanic Contractors of Colorado, and the Colorado Women’s Chamber of Commerce. Notices will be published or provided no less than 10 calendar days before bids are due on the work.
- D. Contractor will conduct at least one pre-bid meeting, as announced in published notices, which all interested subcontractors and suppliers may attend, at which the Contractor will present information and answer questions about the work.
- E. In an effort to recruit and inform the M/WBE community of our project and efforts Saunders will conduct outreaches to explain the prequalification process, bid packages and procurement schedule. Saunders will host these outreaches in conjunction with the delivery schedule of the construction documents.

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

- F. Through the efforts listed in Section 4.D, Saunders will have the necessary information to communicate and start relationships for each work order as it’s established. Saunders will then send out our Request for Qualification and Proposal, which purpose is to:
 - Communicate bidding information (date, time, how to get drawings, etc.) to subcontractors and suppliers
 - Establish schedule expectations for the project
 - Communicate requirements for insurance, safety, warranty, liquidated damages, cleaning, etc.
 - Inform the bidders of the legal requirements of the project, such as permission to fax sales tax rates, hiring practices, prevailing wages, etc.
 - Establish procedures for handling substitutes materials and alternates
 - Review the contract that will be used and specify contractual requirements, such as payment terms and change order mark ups and percentages

- G. The Contractor will send to each bidder/proposer, a Notice of Selection for each subcontract for which it solicited M/WBE participation, no later than 30 days after it has entered into the subcontract, so that unsuccessful bidders/proposers are aware of the result of the bid/proposal process.

SECTION 5: M/WBE PARTICIPATION; MAINTAINING COMMITMENTS

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

subcontractors, suppliers, etc.) shall be subject to a goal for MBEs and WBEs equal to the original committed goal. The Contractor shall satisfy the goal for the changed scope of work by soliciting new MBEs or WBEs in accordance with § 28-60, D.R.M.C, and it must show each element of modified good faith that is stated in § 28-75(c), D.R.M.C. The Contractor shall provide to the Director the documentation described in § 28-75(c) with respect to the increased dollar value of the contract.

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

SECTION 6: COMPLIANCE DOCUMENTS AND REPORTING

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

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

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

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

1. Dates of solicitation
2. Names, addresses and telephone numbers of all M/WBE firms contacted.
3. Description of efforts made to contact M/WBE firms.
4. Description of information provided to M/WBE firms.
5. Description of the process and outcome.
6. Advertisements soliciting bids from M/WBE firms in local community publications or construction industry related publications.
7. Schedules of prebid meetings to inform M/WBE and non-M/WBE subcontractors and suppliers of opportunities to participate.

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

SECTION 7: PLAN ADMINISTRATION; MONITORING; CLOSEOUT

- A. DSBO shall have prompt, full and complete access to all Contractor and subcontractor personnel, books and records required to monitor and assure performance of this Compliance Plan.
- B. The Contractor's personnel identified in Section 2 above, will be responsible for administering and monitoring the Contractor's performance of this Compliance Plan.
- C. Actual M/WBE participation will be calculated in accordance with the M/WBE Ordinance, including § 28-63, D.R.M.C., and applicable Rules. The Contractor will submit to DSBO a monthly tracking report demonstrating the M/WBE participation that has been achieved.
- D. The following milestones for review and reconciliation of M/WBE participation will be observed during the contract: 30, 60 and 100% of Design and 25, 50, 75 and 100% of construction, substantial completion.
- E. The Contractor acknowledges that the City may impose monetary penalties and/or withhold payment in the event of Contractor's non-compliance with the M/WBE Ordinance and this Compliance Plan.
- F. The Contractor will use the following methodology for final reconciliation of M/WBE participation performance achieved during the Contract term, measured against the established project goal. The Contractor will present copies of all signed DSBO Final Lien Release forms for MWBE firms utilized for participation on the Contract. DSBO will compare the Final Monthly Participation Report submitted by the Contractor to determine if the Final Lien Release dollar figures match what is contained within the Final Monthly Participation Report. Final Compliance shall be achieved when the Contractor establishes to the Director's satisfaction, that it has remitted payments to M/WBE firms utilized on the Project; that it utilized M/WBE firms in accordance with each such firm's Letter of Intent; and that the amount of payments to M/WBE firms equals or exceeds the assigned M/WBE goal for the total amount of the Contract. Failure to achieve final compliance may subject the Contractor to sanctions, in accordance with D.R.M.C, Section 28-77. As provided in such ordinance, sanctions may include, but are not limited to, assessment by the Director of a monetary penalty against the Contractor in an amount not more than 150% of the contract amount for each MBE or WBE involved. Any such monetary penalty leveled by the Director shall be withheld from the final payment due to the Contractor, and any amount that remains due and owing to the City may be collected pursuant to D.R.M.C., Section 28-

77. The Contractor may seek review of any such determination by the Director to levy sanctions through the dispute resolution process set forth in the Construction Contract.

SECTION 8: NON-COMPLIANCE; SANCTIONS; REMEDIATION PLAN

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

SECTION 9: MEDIATION

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

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

IN WITNESS WHEREOF, Contractor has executed and agrees to abide by the terms of this Compliance Plan as of the 31st day of July, 2017.

Contractor

By:  _____

ATTACHMENT 1

EXCERPTS FROM DENVER REVISED MUNICIPAL CODE

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

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

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

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

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

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

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

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



**DENVER**  
THE MILE HIGH CITY

**EXHIBIT G**

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

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

**TO:** All Users of the City of Denver Prevailing Wage Schedules  
**FROM:** Susan Keller, Human Resource Technician  
**DATE:** January 13, 2017  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday January 6, 2017** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO170012  
Superseded General Decision No. CO20160012  
Modification No. 0  
Publication Date: 01/06/2017  
(8 pages)

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

For questions please call (720) 913-5726

Attachments as listed above.

General Decision Number: CO170012 01/06/2017 CO12

Superseded General Decision Number: CO20160012

State: Colorado

Construction Type: Heavy

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

### HEAVY CONSTRUCTION PROJECTS

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

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

ASBE0028-001 07/01/2016

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

BRCO0007-004 01/01/2016

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

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 26.01 | 7.71    |
| -----           |          |         |

BRCO0007-006 05/01/2016

EL PASO AND PUEBLO COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 24.95 | 9.39    |



-----  
ELEC0012-004 09/01/2016

PUEBLO COUNTY

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

-----

ELEC0068-001 06/01/2016

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

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 33.85 | 13.99   |

-----

ELEC0111-001 01/01/2016

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

-----

ELEC0113-002 06/01/2015

EL PASO COUNTY

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

-----

ELEC0969-002 06/01/2015

MESA COUNTY

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

-----

ENGI0009-001 10/23/2013

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| Power equipment operators:   |          |         |
| Blade: Finish.....           | \$ 25.04 | 9.15    |
| Blade: Rough.....            | \$ 24.73 | 9.15    |
| Bulldozer.....               | \$ 24.73 | 9.15    |
| Cranes: 50 tons and under..  | \$ 24.88 | 9.15    |
| Cranes: 51 to 90 tons.....   | \$ 25.04 | 9.15    |
| Cranes: 91 to 140 tons.....  | \$ 25.19 | 9.15    |
| Cranes: 141 tons and over... | \$ 25.97 | 9.15    |
| Forklift.....                | \$ 24.37 | 9.15    |
| Mechanic.....                | \$ 24.88 | 9.15    |
| Oiler.....                   | \$ 24.01 | 9.15    |

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

-----  
IRON0024-003 11/01/2013

|                   | Rates    | Fringes |
|-------------------|----------|---------|
| Ironworkers:..... | \$ 24.80 | 18.77   |
| Structural        |          |         |

-----  
LABO0086-001 05/01/2009

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

-----  
PLUM0003-005 06/01/2016

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

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

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

EL PASO COUNTY

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

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

PUEBLO COUNTY

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

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

MESA COUNTY

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

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

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

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

PIPEFITTER.....\$ 35.35 13.39

-----  
\* SHEE0009-002 07/01/2016

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

-----  
TEAM0455-002 07/01/2015

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

-----  
SUCO2001-006 12/20/2001

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

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

**Office of Human Resources**

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

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

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

GROUP 1 - Brakeman

GROUP 2 - Motorman

GROUP 3 - Compressor

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

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

GROUP 6 - Mechanic Welder

GROUP 7 - Mole

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

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

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

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

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

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

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

GROUP 7 - tower cranes all types

LABORER CLASSIFICATIONS:

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

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

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

### TUNNEL LABORER CLASSIFICATIONS:

GROUP 1 - Outside Laborer - Above ground

GROUP 2 - Minimum Tunnel Laborer, Dry Houseman

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

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

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

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

### TRUCK DRIVER CLASSIFICATIONS:

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

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

GROUP 3 - Truck Driver Snow Plow.

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

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

## **EXHIBIT H**

### **RULES AND REGULATIONS REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

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

#### ***RULE I - DEFINITIONS***

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

#### ***RULE II - NOTICE OF HEARING***

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



### **RULE III - HEARING**

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

### **REGULATIONS**

#### **REGULATION NO. 1 - ORDINANCE:**

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

#### **REGULATION NO. 2 - EXEMPTIONS:**

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

#### **REGULATION NO. 3 - DIRECTOR OF CONTRACT COMPLIANCE:**

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

#### **REGULATION NO. 4 - GOALS AND TIMETABLES:**

In general, goals and timetables should take into account anticipated vacancies and the availability of skills in the market place from which employees should be drawn. In addition, where discrimination in employment by a general contractor or any of his subcontractors is indicated, a corrective action program will take into account the need by the general contractor and his subcontractors to correct past discriminatory practices and reach goals of minority manpower utilization on a timely basis through such recruiting and advertising efforts as are necessary and appropriate.

#### **REGULATION NO. 5 - AWARD OF CONTRACTS:**

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

**REGULATION NO. 6 - PUBLICATION AND DUPLICATION:**

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

**REGULATION NO. 7 - NOTICE TO PROCEED:**

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

**REGULATION NO. 8 - CONTRACTS WITH SUBCONTRACTORS:**

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

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

**REGULATION NO. 9 - AGENCY REFERRALS:**

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

**REGULATION NO. 10 - CLAUSES:**

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

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

All amendments to the appendices shall be included by reference.

**REGULATION NO. 11 - SHOW CAUSE NOTICES:**

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

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

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

**CITY AND COUNTY OF DENVER**  
**DEPARTMENT OF PUBLIC WORKS**  
«Division»

**APPENDIX A**

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

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

The applicant further agrees to be bound by the above equal opportunity clauses with respect to its own employment practices when it participates in City contracts. The Contractor agrees to assist and cooperate actively with the Manager and the Director in obtaining compliance of subcontractors and suppliers with the equal opportunity clause and the rules, regulations and relevant orders of the Manager, and will furnish the

Manager and the Director such information as they may require for the supervision of compliance, and will otherwise assist the Manager and Director in the discharge of the City's primary responsibility for securing compliance. The Contractor further agrees to refrain from entering into any contract or contract modification subject to Article III, Division 2 of Chapter 28 of the Revised Municipal Code with a contractor debarred from, or who has not demonstrated eligibility for, City contracts.

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

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

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

**CITY AND COUNTY OF DENVER**  
**DEPARTMENT OF PUBLIC WORKS**  
«Division»

**APPENDIX F**

**AFFIRMATIVE ACTION REQUIREMENTS**

**EQUAL EMPLOYMENT OPPORTUNITY**

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

**NOTICE**

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

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

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

Manager of Public Works  
City and County of Denver

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

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

**1. GOALS AND TIMETABLES:**

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

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

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

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

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

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

**2. SPECIFIC AFFIRMATIVE ACTION STEPS:**

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

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

NOTE: The Director and the Division of Small Business Opportunity will provide technical assistance on questions pertaining to minority and female recruitment sources, minority and female community



organizations, and minority and female news media upon receipt of a request for assistance from a contractor.

**3. NON - DISCRIMINATION:**

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

**4. COMPLIANCE AND ENFORCEMENT:**

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

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

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

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

**C. OBLIGATIONS APPLICABLE TO CONTRACTORS:**

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

**D. GENERAL REQUIREMENTS:**

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

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

**EXHIBIT I**

RFP Response dated May 12, 2017 as amended by Best and Final Offer dated July 14, 2017

## EXHIBIT J

Request for Qualifications (RFQ) issued October 20, 2016

RFQ Addendum #1 issued November 3, 2016

RFQ Addendum #2 issued November 4, 2016

RFQ Addendum #3 issued November 8, 2016

RFQ Addendum #4 issued November 10, 2016

RFQ Addendum #5 issued November 15, 2016

RFQ Addendum #6 issued November 16, 2016

RFQ Addendum #7 issued November 29, 2016

Response to Request for Qualifications dated December 6, 2016

Request for Proposals (RFP) issued January 12, 2017

- Instructions to Proposers
- Sample Contract Documents
- Technical Requirements
- Technical Specifications
- Reference Documents

RFP Addendum #1 issued January 26, 2017

RFP Addendum #2 issued March 8, 2017

RFP Addendum #3 issued March 15, 2017

RFP Addendum #4 issued March 24, 2017

RFP Addendum #5 issued April 5, 2017

RFP Addendum #6 issued April 7, 2017

RFP Addendum #7 issued April 12, 2017

RFP Addendum #8 issued April 13, 2017

RFP Addendum #9 issued April 21, 2017

RFP Addendum #10 issued May 2, 2017

Response to Request for Proposal dated May 12, 2017

RFP Addendum #11 issued June 20, 2017

RFP Addendum #12 issued June 28, 2017

RFP Addendum #13 issued June 29, 2017

RFP Addendum #14 issued July 10, 2017

RFP Addendum #15 issued July 11, 2017

Response to Best and Final Offer dated July 14, 2017

Alternative Technical Concept (ATC) #1-16

Saunders Request for Information (RFI) #1-36

SEMA Non-confidential Request for Information (RFI) #1-14, #17-28

**EXHIBIT K**

Intentionally Omitted

EXHIBIT L

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

**General Contract Conditions**

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**EXHIBIT M**

**DESIGN-BUILD CONTRACT**

**Contract Control Number: 201736093**

**SPECIAL CONTRACT CONDITIONS  
DESIGN-BUILD CONTRACT**

**SPECIAL CONTRACT CONDITIONS**

The General Contract Conditions were developed and intended to apply to a traditional design-bid-build construction format. When applied to a design/build project delivery format, a number of provisions of the City's standard General Contract Conditions (the "Yellow Book") may be inapplicable or require modification to apply to a design/build delivery methodology. Without redrafting the City's standard General Contract Conditions, it is the intent of these Special Contract Conditions to modify the most clearly inapplicable or contrary provisions of the General Contract Conditions. The remaining General Contract Conditions and these Special Contract Conditions shall be interpreted and applied in a manner consistent with a design/build project delivery format. In the event of an express conflict, contradiction, or inconsistency between a word, phrase, or provision of the General Contract Conditions and a word, phrase, or provision of these Special Contract Conditions, the word, phrase, or provision of these Special Contract conditions shall prevail over the conflicting, contradictory, or inconsistent word, phrase, or provision of the General Contract Conditions.

**SC-1 Construction Specifications**

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

City and County of Denver:

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

*Transportation Standards and Details for the Engineering Division*

*City and County of Denver Traffic Standard Drawings*

*Wastewater Management Division*

*Standard Detail Drawings*

*Public Works Wastewater Capital Projects Management Standard Construction Specifications*

Colorado Department of Transportation:

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

Federal Highway Administration:

Building & Fire Codes:

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

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

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

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

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

**SC-2 Contract Documents (Replaces General Contract Condition 104)**

General Contract Condition 104 CONTRACT DOCUMENTS is hereby deleted in its entirety and replaced with the following:

“The Contract Documents” consist of the documents that are listed in Section 2.3 of the Design-Build Contract.

**SC-3 Contractor Definition (Modifies General Contract Condition 106)**

"Contractor" means the person, partnership, corporation, limited liability company, joint venture, or other entity that has contracted with the City to perform the Design-Build Construction Work as an independent contractor. The term Contractor Superintendent – may also mean Design-Build Manager.

**SC-4 Definition of Substantial Completion (Modifies General Contract Condition 119)**

“Substantial Completion” of the Work means the Work has progressed to the point that the City can beneficially occupy and utilize the Work for the purposes for which it is intended; including, without limitation the achievement of the following specific conditions: (1) the full functioning and operational status of the City Park Golf Course drainage detention system in accordance with the requirements of the Contract Documents, including the establishment requirements set forth in the Technical Specifications; (2) the full establishment of the City Park Golf Course landscaping such that all 18 holes shall be playable and safe as a fully functioning golf course subject only to routine maintenance and normal operations; and (3) the issuance of unconditional certificates of occupancy for all structural components or facilities included in the Work (including the Clubhouse, the Maintenance Facility, outbuildings, and any other structures). The achievement of Substantial Completion shall be determined by the Manager in his sole discretion. The Project Manager will advise the Contractor in writing when Substantial Completion of the Work has been achieved.



**SC-5 Department of Public Works (Modifies General Contract Condition 204)**

General Condition 204 is hereby modified as follows:

The officer in full charge and control of the Department of Public Works is the Manager of Public Works.

**SC-6 City Delegation of Authority**

The CITY’S CONTRACT ADMINISTRATION LINE OF AUTHORITY, The Manager hereby designates the City Engineer (the “Director”) as the City official responsible for those certain actions and decisions designated as the responsibility of the Deputy Manager under the General Conditions and delegates to the Director the authority necessary to undertake those responsibilities under this Design-Build Contract. The Director shall have supervisory responsibility over the Project Manager. Additionally, Contractor questions concerning the Plans and Technical Specifications shall be directed to:

**City Project Director:**

**David Huntsinger**

**City Project Manager:**

**Steven Coggins**

**SC-7 Designer (Replaces General Contract Condition 110)**

General Contract Condition 110 Designer is hereby deleted in its entirety and replace with the following:

“Designer,” also sometimes referred to as “Architect”, “Engineer” “Lead Engineer,” “Lead Design Engineer,” “Design Professional,” “Designer of Record” or “Engineer of Record,” means the engineer who designs the project and prepares the specifications or directs the effort of designing the project and preparing the specifications. The Designer is identified in the Contract Documents and is an employee of the Contractor or is retained by the Contractor as an independent contractor under a professional services agreement with the Contractor.

**SC-8 Design and Construction Schedule (Modifies General Contract Condition 306.2)**

General Contract Condition 306.2 is hereby modified and supplemented as follows:

The terms and provisions set forth in Section 2.0 of the Technical Requirements of the RFP are hereby incorporated herein by this reference. In the event of any inconsistency between the terms of General Condition 306.2 and the terms and conditions set forth in Section 2.0 of the Technical Requirements, the terms of Section 2.0 of the Technical Requirements shall control.

**SC-9 Contractor Superintendent (Modifies General Contract Condition 307)**

Delete and replace with the following:

The Contractor shall employ and designate to the Deputy Manager in writing a competent Design-Build Manager, Design Manager, Project Quality Manager, and Superintendent. The qualifications of these staff shall be acceptable to the Deputy Manager. The Design-Build Manager and Superintendent shall serve on a full-time basis at the Work site and shall be authorized to act on behalf of the Contractor in all matters related to the Work. The same person(s) shall continue in their defined roles until the Work has been completed, unless the Deputy Manager requests that they be replaced, or they cease to be employed by the Contractor or they become sick or disabled.

**SC-10 Suggestions to Contractor (Modifies General Contract Condition 313)**

Replace with the following:

Any plan of action, method of work, or construction procedure suggested orally or in writing to the Contractor by any City employee, agent or representative, which is not set out in Change Orders or other written directives issued in accordance with the Contract Documents, if adopted or followed by the Contractor in whole or in part, shall be performed at the sole risk and responsibility of the Contractor.

**SC-11 Permits and Licenses (Modifies General Contract Condition 317.1)**

- .1 The Contractor is required to possess the appropriate contractor and engineering licenses issued by the Department of Public Works and the State of Colorado, respectively, pertaining to the Work to be performed. The Contractor is also required to obtain all necessary permits for the project.

**SC-12 Construction Surveys (Modify General Contract Condition 318.1)**

- .1 The City does not take responsibility for the accuracy of any survey data provided by the City. The Contractor must validate that this data is accurate and ensure that all elements of the Work are correctly located.

**SC-13 Contract Documents – Review and Interpretation (Deletes General Contract Condition 401.3)**

General Contract Condition 401.3 is hereby deleted in its entirety.

**SC-14 Contract Drawings and Technical Specifications (Replaces General Contract Condition 403.2)**

General Contract Condition 403.2 is hereby modified as follows:

- .2 The Contractor is responsible for keeping an accurate record of drawings and specifications to record the construction of the work in its as-built condition at the Project Construction Site. The Contractor shall daily record all changes and deviations in a neat and legible manner on the Contract Documents. Any deviation from the Contract Documents or technical specifications and the work done, no matter how insignificant, must be recorded. Underground utility structures encountered in performing the Work shall be correctly located on such drawings through physical ties or dimensions to permanent monuments or structures. When the Work is completed, the Contractor must deliver a single set of Record Drawings that accurately reflect the as built condition of the project elements and Technical Specifications along with electronic copies to the Project Manager. These drawings (including electronic copies) must be provided and be approved by the Project Manager before final payment can be made. Electronic copies must be completely useable by the City (AutoCad with binded reference files).

**SC-15 [Intentionally Omitted]**

**SC-16 Shop Drawings, Product Data and Samples (Replaces General Contract Condition 405)**

General Contract Condition 405 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES is hereby deleted in its entirety and replaced with the following:

- .1 The Contractor shall submit all Shop Drawings, as defined in these General Conditions, to the Designer, with a copy to the Project Manager. The Project Manager will review the shop drawings with reasonable promptness following receipt of the shop drawings. The Project Manager will indicate its review with the following messages: Does not object; Does not object, but conditioned as noted, or, Objects.
- .2 The Contractor shall prepare, review, certify, endorse and submit, to the Designer, with reasonable promptness, and in such sequence as to cause no delay in the Work, all Shop Drawings, required by the Contract Documents. The Contractor shall prepare and deliver to the City a submittal schedule for Shop Drawings, as required by the Contract Documents. All such drawings and other material shall contain identifying nomenclature and each submittal shall be accompanied by a transmittal identifying in detail all enclosures. Facsimile reproductions of Contract Documents shall not be used, in whole or in part, for the direct submittal of Shop Drawings unless specifically approved by the Project Manager.
- .3 By preparing, certifying, and submitting Shop Drawings, the Contractor represents that the Contractor has determined and verified all materials, field measurements, and field construction criteria related thereto, and has checked and coordinated the information contained within such

submittals with the requirements of the Work, the Project, the Contract Documents and previously reviewed and accepted submittals.

- .4 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the City's review. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data, or Samples by the City's review of them. Review of a specific item by the City shall not indicate the City's acceptance thereof. City review of the Shop Drawings shall not be construed as approval of the adequacy of the documents and shall not constitute a waiver of any remedies the City may have in law or inequity.
- .5 All re-submittals shall either on their face, or in the accompanying transmittal, clearly indicate all revisions that have been made since the previous submittal.
- .6 The Project Manager may review the Contractor's submittal such as Shop Drawings, for conformance with the Contract Documents. Review by the Project Manager shall not relieve the Contractor of its responsibilities under the Contract Documents.

**SC-17 Substitution of Materials and Equipment (Deletes General Contract Condition 406)**

General Contract Condition 406 SUBSTITUTION OF MATERIALS AND EQUIPMENT is hereby deleted in its entirety.

**SC-18 Subcontracts (Replaces General Contract Condition 501)**

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

**SC-19 Subcontractor Acceptance (Modifies General Contract Condition 502.3)**

General Contract Condition 502.3 SUBCONTRACTOR ACCEPTANCE is hereby modified as follows:

- .3 The Contractor shall submit within 30 days of award a statement signed by an officer or principal of the Contractor certifying that the Contractor has investigated the qualifications and background of each proposed Subcontractor and certifying under oath that, to the best of his or her knowledge, none of the bases for rejection listed above exist. In lieu of this certification, the Contractor may identify, for each proposed Subcontractor, any of the issues listed above applicable to that subcontractor and attach to that statement a list of all judicial and administrative proceedings in the last five (5) years in which any proposed Subcontractor is or was a party, the proceedings involving any of the issues listed above or in which any proposed Subcontractor filed for bankruptcy.

**SC-20 Liquidated Damages; Administrative Costs; Actual Damages (Deletes General Contract Condition 602)**

General Contract Condition 602 LIQUIDATED DAMAGES; ADMINISTRATIVE COSTS; ACTUAL DAMAGES is hereby deleted in its entirety.

Reference is hereby made to Section 4 of the Design-Build Contract.

**SC-21 Cooperation with Other Work Forces (Modifies General Contract Conditions 701.3 and 701.4)**

General Contract Conditions 701.3 and 701.4 COOPERATION WITH OTHER WORK FORCES are hereby modified as follows:

- .4 If the Contractor, through its acts or omissions, causes loss, damage or delay to the Work or other property, the Contractor shall, upon due notice, promptly use its best efforts to remedy such loss, damage or delay, at no additional cost to the City.

- .5 If the Contractor, through its acts or omissions, causes loss, damage or delay to the work or property of any other Contractors, Subcontractors, tenants, government agencies, and municipal, public service or utility systems, the Contractor shall, upon due notice, promptly use its best efforts to remedy such loss, damage or delay, or otherwise settle with such other person or entity by agreement or otherwise, at no additional cost to the City.

**SC-22 Protection of Street and Road System (Modifies General Contract Condition 805.1)**

General Contract Condition 805.1 PROTECTION OF STREET AND ROAD SYSTEM is hereby modified to read as follows:

- .1 The City’s street and road system will include the Colorado Department of Transportation street and road system included within or adjacent to this Project – and includes but is not limited to all of the City’s permanent or temporary highways, streets, alleys, bikeways, pedestrian pathways, bridges and other roads or related structures.

**SC-23 Hazardous and Explosive Materials or Substances (Modifies General Contract Condition 808)**

General Contract Condition 808 is hereby modified and supplemented as follows:

- .3 As used herein, the phrase “hazardous materials or substances” (or similar words or phrases) shall mean and refer collectively to all applicable local, state, and federal environmental guidelines, rules, regulations, statutes, laws, and orders applicable to the Work (collectively, the “**Environmental Requirements**”), including but not limited to Environmental Requirements regarding the storage, use, transportation, and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. The term “**Hazardous Materials**” shall mean asbestos, asbestos-contaminated soils, and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), any petroleum products, natural gas, radioactive source material, pesticides, any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, and chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act, and any guidelines issued and rules or regulations promulgated pursuant to such statutes, or any other applicable federal or state statute.

**SC-24 Payments to Contractors (Clarifies and Supplements General Contract Condition 902)**

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

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

| <u>Agency/Firm</u>                | <u>Name</u>    | <u>Telephone</u> |
|-----------------------------------|----------------|------------------|
| Public Works/Engineering Division | Steven Coggins | (720) 865-3043   |

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

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

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

**DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION**

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

|                                  |                                   |
|----------------------------------|-----------------------------------|
| (PROJECT NAME AND NUMBER)        | Date: _____, 20__.                |
| (NAME OF CONTRACTOR)             | Subcontract #: \$ _____           |
| (NAME OF SUBCONTRACTOR/SUPPLIER) | Subcontract Value: \$ _____       |
|                                  | Last Progress Payment: \$ _____   |
|                                  | ∴<br>Date: _____                  |
|                                  | ∴<br>Total Paid to Date: \$ _____ |
|                                  | ∴<br>Date of Last Work: _____     |
|                                  | ∴                                 |

Check Applicable Box:  
 MBE       WBE

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

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

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

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

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

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

STATE OF COLORADO ) s.  
CITY OF \_\_\_\_\_)

\_\_\_\_\_  
(Name of Subcontractor)

Signed and sworn before me this  
day of \_\_\_\_\_, 20  
.

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

Notary Public/Commissioner of  
Oaths  
My Commission Expires

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

**DEPARTMENT OF PUBLIC WORKS**

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
\_\_\_\_\_  
a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_,  
hereafter referred to as the "Contractor", and \_\_\_\_\_,  
a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_,  
and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY

AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the

"City", in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

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

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

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

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

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



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

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

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
**Contractor**

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

**President**

\_\_\_\_\_  
**Surety**

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

**Attorney-In-Fact**

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

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

By: \_\_\_\_\_  
\_\_\_\_\_  
**Assistant City Attorney**

APPROVED FOR THE CITY AND COUNTY OF  
DENVER

By: \_\_\_\_\_  
**MAYOR**

By: \_\_\_\_\_  
**EXECUTIVE DIRECTOR OF PUBLIC WORKS**

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

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

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

RE: (Company name)

Contract No: «Contract\_No»  
Project Name: «Project\_Name»  
Contract Amount:  
Performance and Payment Bond No.:

Dear Assistant City Attorney,

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

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


If you should have any additional questions or concerns, please don't hesitate to give me a call at \_\_\_\_\_.

Thank you.

Sincerely,

Denver Public Works/Office of the Executive Director  
201 West Colfax Avenue, Dept 608 | Denver, CO 80202  
[www.denvergov.org/dpw](http://www.denvergov.org/dpw)  
p. 720.865.8630 | f. 720.865.8795

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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  <b>DENVER</b><br>OFFICE OF ECONOMIC<br>DEVELOPMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Instructions for Completing<br/>the<br/>Contractor/Consultant<br/>Certification of Payment<br/>Form</b>                                                                                                                                                                                                                                                                                                                                 | Office of Economic Development<br>Division of Small Business Opportunity<br>Compliance Unit<br>201 W. Colfax Ave. Dept. 907<br>Denver, CO 80202<br>Phone: 720-913-1999<br><a href="mailto:DSBO@denvergov.org">DSBO@denvergov.org</a> |
| <p><b>Note:</b> The attached Contractor/Consultant Certification of Payment form must be completed by the Contractor/ Subconsultant and all subcontractors/subconsultant or suppliers used on the project at <b>any tier</b> and submitted with each pay application. The Contractor/Consultant is responsible for the accuracy of all information provided and is required to have each subcontractor/subconsultant or supplier fill out the appropriate forms. Please be sure to complete all information requested at the top of the form, including the name of the person who prepared this form.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                      |
| <p>If you reproduce this form, you must continue to list each of the originally listed firms, as well as any additional firms used during the performance period of the contract. Please complete an additional CCP if there is second tier-ing involved.</p>                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                      |
| <p>If you have any questions, please call the Compliance Unit of DSBO at 720.913.1999.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                      |
| <b>Instructions for Completing the Contractor/Consultant Certification of Payment Form, per Column</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                      |
| <p><b>Contractor/Subcontractor or Subconsultant/Supplier Name:</b> In the space provided, list all subcontractors/ subconsultants and suppliers used on the project. For all M/W/S/E/DBEs use the exact name listed in the DSBO Directory.</p>                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                      |
| <p><b>M/W/S/E/DBE/NON:</b> For each name listed, indicate whether the entity is a certified M/W/S/E/DBE.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                      |
| <b>Column A:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Provide the contract amount, as listed at bid time, for the Contractor/Consultant and each subcontractor/subconsultant or supplier.                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                      |
| <b>Column B:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Provide the percentage portion of each listed subcontractor/subconsultant or supplier contract amount (Column A) compared to the total original contract amount in (I).                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                      |
| <b>Column C:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Provide the original contract amount (Column A) for each subcontractor/subconsultant or supplier plus any awarded alternate and/or change order amounts applicable. If an alternate/change order does not apply to the listed firm, re-enter the original contract amount (Column A).                                                                                                                                                      |                                                                                                                                                                                                                                      |
| <b>Column D:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Provide the percent portion of each listed subcontractor/subconsultant or supplier contract amount (Column C) compare to the current total contract amount in (II).                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                      |
| <b>Column E:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Provide the amount requested for work performed or materials supplied by each listed subcontractor/subconsultant or supplier for this pay application. The sum of the items in this column should equal the estimated amount requested for this pay application.                                                                                                                                                                           |                                                                                                                                                                                                                                      |
| <b>Column F:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Provide the amount paid to each subcontractor/subconsultant or supplier on the previous pay application. Enter the previous pay application number in the column heading. The sum of the items listed in this column should equal the warrant amount paid to the Contractor/Consultant on the previous pay application. The amounts paid to the subcontractor/subcontractor or suppliers should be the actual amount of each check issued. |                                                                                                                                                                                                                                      |
| <b>Column G:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Provide the net paid to date for the Contractor/Subconsultant and each listed subcontractor/subconsultant or supplier.                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                      |
| <b>Column H:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Provide the percent portion of the net paid to date (Column G) for the Contractor/Subconsultant and each listed subcontractor/subconsultant or supplier of the current total contract amount in (II).                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                      |



**DENVER**  
OFFICE OF ECONOMIC  
DEVELOPMENT

City and County of Denver

Division of Small Business Opportunity

**Contractor's/Consultant's Certification of Payment (CCP)**

Office of Economic Development

Compliance Unit

201 W. Colfax Ave., Dept. 907

Denver, CO 80202

Phone: 720.913.1999

|                                    |                   |                                    |
|------------------------------------|-------------------|------------------------------------|
| Prime Contractor or Consultant:    | Phone:            | Project Manager:                   |
| Pay Application #:                 | Pay Period:       | Amount Requested: \$               |
| Project #:                         | Project Name:     |                                    |
| Current Completion Date:           | Percent Complete: | Prepared By:                       |
| (I) - Original Contract Amount: \$ |                   | (II) - Current Contract Amount: \$ |

|                                   | A                      | B                           | C              | D                                               | E                      | F                                           | G                                                   | H                   |                              |
|-----------------------------------|------------------------|-----------------------------|----------------|-------------------------------------------------|------------------------|---------------------------------------------|-----------------------------------------------------|---------------------|------------------------------|
| Prime/Subcontractor/Supplier Name | M/W/S/E<br>DBE/<br>NON | Original Contract<br>Amount | % Bid<br>(A/I) | Current Contract Amount<br>including Amendments | %<br>Revised<br>(C/II) | Requested Amount of this<br>Pay Application | Amount Paid on the<br>Previous Pay<br>Application # | Net Paid<br>To Date | Paid %<br>Achieved<br>(G/II) |
|                                   |                        |                             |                |                                                 |                        |                                             |                                                     |                     |                              |
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| <b>Totals</b>                     |                        |                             |                |                                                 |                        |                                             |                                                     |                     |                              |

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

|                          |       |
|--------------------------|-------|
| Prepared By (Signature): | Date: |
|--------------------------|-------|

**SC-25 Change Order (Modifies and Supplements General Contract Condition 1101)**

General Contract Condition 1101 CHANGE ORDER is hereby modified as follows:

- .3 No revision or change furnished or requested by either party to the other in connection with the preparation, submission, review, comment, approval, or identification of the Design Development Documents or Construction Documents will be considered a change entitling the Contractor to a change in the Contract Time, unless such change shall be expressly evidenced by a Change Order.
- .4 Changes in design and construction required to conform to the requirements of the Design-Build Criteria and Scope, unless the Design-Build Criteria and Scope have been modified by Change Order, shall be completed by Contractor without any increase in the Contract Amount or adjustment to the date for Contractual Milestone, Substantial Completion, and Final Completion regardless of the stage of completion of design and/or construction and regardless of whether any design or construction has been otherwise approved by the City. Changes to the Contract Documents, including, without limitation, changes in the Contract Amount or extensions of the date for Substantial Completion, shall only be by Change Order issued by the City.

**SC-26 Adjustment to Contract Amount (Modifies General Contract Condition 1104.2-1104.5)**

General Contract Condition 1104.2 is hereby modified as follows:

**E. Mark Up for Overhead and Profit**

- (1) The total markup for overhead and profit on change orders, shall not exceed 15% of the actual costs set forth in GC 1104.2.A-D, regardless of the tier(s) of subcontractors.
- (2) Neither General Contractors nor Subcontractors shall receive markup on markup.
- (3) All of the Contractor's and Subcontractor's field and office overhead and supervision costs are included in the markups listed above
- (4) Neither the Contractor nor Subcontractor of any tier, nor the City in the case of a credit, will apply or attempt to apply these percentage adjustments in a way that would pyramid either the cost or credit because of the involvement of a Subcontractor or sub-subcontractor. Written justification and approval shall be required for any percentages exceeding a total of fifteen percent (15%).
- (5) Contractor Fee. The Contractor shall be allowed a three and one-half percent (3.5%) markup on the actual price charged by a Subcontractor who actually performs the Work; provided that, in no event shall the total markup exceed the amount allowed under GC 1104.2.E(1) above.

**F. Bonds, Insurance, Permits and Taxes.** The actual increases or decreases in the cost of premiums for bonds and insurance, permit fees, and sales, use or similar taxes related to the Work.

General Contract Condition 1104.3 is hereby modified to read as follows:

**1104.3 Totals as Equitable Adjustment.** The Contractor agrees that the total of the above items constitute an equitable adjustment for any and all costs or damages resulting from a change.

General Contract Condition 1104.4 is hereby modified to read as follows:

**1104.4 No Equitable Adjustment for Obstruction by Contractor.** No equitable adjustment shall be made as a result of costs resulting from any act, hindrance, obstacle, obstruction, interference or omission of the Contractor, its Subcontractors, Suppliers, or surety, or any other entity or individual acting on behalf of the Contractor.

General Contract Condition 1104.5 is hereby modified to read as follows:

**1104.5 Calculation of Certain Equitable Adjustments.**

- A. (Deleted - Not Used)
- B. An equitable adjustment shall not include increased costs for delay resulting from the Contractor's failure to continue performance during determination of any Contractor Change Request or claim or dispute resolution.

**SC-27 Surety Bonds (Modifies and Supplements General Contract Condition 1501)**

General Contract Condition 1501 SURETY BONDS is hereby modified as follows:

- .4 The Performance and Payment Bonds required under GC 1502 and 1503 shall remain in full force and effect throughout the general warranty period following Final Acceptance. This obligation of the Contractor shall continue notwithstanding the making or acceptance of final payment under GC 2003.

**SC-28 [Intentionally Deleted]**

**SC-29 Construction Inspection by the City (Replaces General Contract Condition 1701)**

General Contract Condition 1701 CONSTRUCTION INSPECTION BY THE CITY is hereby modified to read as follows:

- .1 Persons who are employees of the City or who are under contract to the City or the City as lessee will be assigned to inspect and test the Work. These persons may perform any tests and observe the Work to determine whether or not designs, materials used, manufacturing and construction processes and methods applied, and equipment installed satisfy the requirements of the drawings and specifications, accepted Shop Drawings, Product Data and Samples, and the Contractor's warranties and guarantees. The Contractor shall permit these inspectors unlimited access to the Work and provide means of safe access to the Work, which cost shall be included as a cost of the Work without any increase to the Lump Sum Contract Price. 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 Design-Build 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 Building Inspection will perform building code compliance inspections for structures designed for human occupancy. It is the Contractor's responsibility to schedule and obtain these inspections. If a code compliance inspection results in identification of a condition

which will be at variance to the Contract Documents, the Contractor shall immediately notify the Project Manager and confirm such notification with formal correspondence no later than forty-eight (48) hours after the occurrence.

**SC-30 Contractor's Warranties, Guarantees and Correction of Work (Modifies General Contract Condition 1801.1)**

General Contract Condition 1801.1 CONTRACTOR'S WARRANTIES, GUARANTEES AND CORRECTION OF WORK is hereby modified to include the following provision:

The Contractor further warrants that the Work and completed Project shall (1) conform to all professional engineering principles generally accepted as standards in the industry in the State of Colorado, (2) be free from defects (including design errors), and (3) incorporate specifications and/or drawings selected or prepared for use during construction that are appropriate for their intended purposes.

**SC-31 Contractor's Warranties, Guarantees and Correction of Work (Modifies General Contract Condition 1801.4)**

General Contract Condition 1801.4 CONTRACTOR'S WARRANTIES, GUARANTEES AND CORRECTION OF WORK is hereby modified to read as follows:.4 The Contractor's warranties and guarantees for all Work components shall continue for the following periods:

- A For Contracts executed under the authority of the Manager of Public Works, for a period of three (3) years after the date of Final Completion for Work performed within any City-owned public right-of-way (whether or not dedicated) or permanent easements held by the City, or for a period of one (1) year after the date of Final Completion for all other elements and aspects of the Work or for such longer period of time as may be prescribed by the terms of any special warranties and guarantees required by the Contract Documents.
  
- B (Deleted - Not Used)

The obligations of this GC 1801.4 shall survive termination of the Contract under the provisions of Title 22.

**SC-32 Site Inspections and Investigations**

Contractor hereby acknowledges that, prior to submitting its bid, the Contractor has the opportunity to inspect the work site and its surroundings. Although the Contractor is not required to make such an inspection before bidding, for purposes of the Design-Build Contract, it shall be conclusively presumed that by failing to make such an inspection, the Contractor has waived the right to later claim additional compensation or time extensions for conditions which would have been evident had the site been inspected. Since the bid information cannot be guaranteed, the Contractor shall have assumed the risks attendant to successful performance of the Work and shall never make claim for additional compensation or time extensions on the grounds that the nature or amount of work to be done was not understood by the Contractor at the time of the bidding.

**SC-33 Contract Forms**

In accordance with the terms and conditions of the Contract Documents, the City requires the use of certain form documents in complying with or satisfying various obligations, notifications and conditions in contracting with the City or performing Work hereunder. These form documents are

referenced by title throughout the Contract Documents for mandatory use as directed. The following are the forms that shall be detached and utilized in accordance with the Contract Documents:

1. Performance and Payment Bond

The following are forms that will be issued by the City during construction:

1. Certificate of Contract Release (Attached on the following page)





**Department of Public Works**  
Engineering Department

201 W. Colfax Avenue  
Denver, CO 80202  
[www.denvergov.org/PublicWorks](http://www.denvergov.org/PublicWorks)

Date

Name

Company

Street

City/State/Zip

(SAMPLE)

RE: Certificate of Contract Release for  
CITY OF DENVER CONTRACT NO. DESIGN/BUILD

Certificate of Contract Release

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

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

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date Signed

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



#### **SC-34 Disposal of Non-Hazardous Waste at DADS**

In accordance with the Landfill Agreement made between the City and Waste Management of Colorado, Inc., bidders will be required to haul dedicated loads (non-hazardous entire loads of waste) to the Denver-Arapahoe Disposal Site (“DADS”) for disposal. DADS is located at Highway 30 and Hampden Avenue in Arapahoe County, Colorado. The City will pay all fees associated with such disposal but the 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 construction debris, soil and asbestos. Bidders shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

#### **SC-35 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 and renovation 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.

#### **SC-36 Prohibition on Use of CCA-Treated Wood Products**

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

#### **SC-37 Waiver of: Part 8 of Article 20 of Title 13, Colorado Revised Statutes**

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

#### **SC-38 Debarred Subcontractors Prohibited**

The Contractor is prohibited from hiring any subcontractor currently debarred by the City in accordance with section 20-77 of the Denver Revised Municipal Code. Without limiting the foregoing, the Contractor is prohibited from hiring any subcontractor ineligible under any of the Federal Provisions of this Contract, including those in Part 4 of the Contract.

#### **SC-39 Attorney’s Fees**

Colorado Revised Statute 38-26-107 requires that in the event any person or company files a verified statement of amounts due and unpaid in connection with a claim for labor and materials supplied on this project, the City shall withhold from payments to the Contractor sufficient funds to insure the payment of any such claims. Should the City and County of Denver be made a party to any lawsuit to

enforce such unpaid claims or any lawsuit arising out of or relating to such withheld funds, the Contractor agrees to pay to the City its costs and a reasonable attorney's fee which cost shall be included as a Cost of the Work.

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

#### **SC-40 Acceptance or Approval by City**

Pursuant to the Design-Build Contract, and the other contract documents, the City may be required to review various documents, design, specifications and other information submitted by the Contractor and /or Designer. It is expressly understood and agreed by the Contractor that under no circumstances shall any review by the City, or its agents or representative relieve the Contractor or the Designer, or any engineer, architect or other consultant retained by, through or under the Contractor, of any liability, obligation, or responsibility, whether by statute, regulation, contract, custom or otherwise, for the design and construction of the Project and the compliance of the Work with the requirements of this Contract, including without limitation, compliance with the Design-Build Criteria and Scope, except to the extent amended by Change Order. The City's acceptance or approval of any deviation or omission from, or conflict or contradiction with the Design-Build Criteria and Scope must be in writing and an appropriate Change Order issued modifying the requirements of the Design-Build Criteria and Scope.

#### **SC-41 Spare Parts**

Prior to Substantial Completion, the Contractor shall deliver new, unopened containers of maintenance supplies, tools, spare parts, extra stocks of materials, finish materials, paint, and similar physical items to the City for those items typically requiring repair or replacement during the first two (2) years of building operation in quantities as directed by the City. Such maintenance supplies, tools, spare parts, extra stocks of materials, and similar physical items may include, but not necessarily be limited to, any special manufactured items, paint, devices or parts that are not available through regular procurement procedures and shall be delivered to the Project and placed in a location as directed by the City.

#### **SC-42 Start-Up**

The Contractor, with the assistance of operating personnel made available by the City, will direct the checkout of utilities and operations of systems and equipment for readiness, perform initial start-up and testing procedures, and instruct operating personnel in the operation of said utilities, systems and equipment.

#### **SC-43 Warranty Inspection Services**

At the time of final acceptance and during the applicable general warranty period, the Contractor shall provide quarterly, or as otherwise agreed to by the City, on-site review and inspection services. At the end of the month preceding the last month of the applicable general warranty period, the City Project Manager and Contractor shall visit the Project to conduct a final review and inspection of the completed construction to identify additional warranty Work required of the Contractor prior to expiration of the applicable general warranty period. The Contractor shall provide for the City's review and approval a written report of the findings of the Contractor, a list of all warranty work to be completed, and a schedule for that completion.

#### **SC-44 Mitigation of Damages**

1. Notwithstanding any right or obligation of the City or the Contractor to suspend, abandon, terminate, or otherwise delay or stop Work under this Contract, or to impose Liquidated Damages

under this Contract, each party shall have an affirmative duty to take any and all reasonable actions to mitigate loss or damage to each party as a result of such suspension, abandonment, termination, or other delay or stoppage of Work, or imposition of Liquidated Damages.

2. The duty to mitigate damages shall apply to both the City and the Contractor, jointly and severally, regardless of fault.
3. Neither the City nor the Contractor shall take any steps or perform any act or refuse or fail to perform any act that would unreasonably interfere with or preclude the other party from taking reasonable action to mitigate losses. No provision of this Contract shall be applied, interpreted, or invoked in a manner that would unreasonably interfere with or preclude the other party from taking such reasonable action to mitigate losses.

**SC-45 [Intentionally Omitted]**

**SC-46 [Intentionally Omitted]**

**SC-47 Defense and Indemnification**

General Condition 1602, INDEMNIFICATION, is modified to read in full as follows:

1602 DEFENSE AND INDEMNIFICATION

- (a) To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Contract that are due to the negligence or fault of the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.
- (b) Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Contractor is not named as a Defendant.
- (c) Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.
- (d) Insurance coverage requirements specified in this Contract shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- (e) This defense and indemnification obligation shall survive the expiration or termination of this Contract.

**SC-48 [Intentionally Omitted]**

**SC-49 Use of the Colorado Department of Transportation's Specifications**

The Colorado Department of Transportation's Standard Specifications for Road and Bridge Construction section 200 through 700, and as specifically provided in this SC-49 for 100 sections, shall be used for this contract.,

- A. All Sections 200 through 700 are revised as follows:** Delete all Method of Measurement and Basis of Payment specifications.
- B. Include Section 101. References to Subsections 101.09, 101.28, 101.47 and 101.54** are hereby amended as follows, to replace references to CDOT positions with the applicable City positions:
- “Engineer,” “Resident Engineer,” “Project Engineer,” and “Area Engineer” are replaced by “the City Project Manager.”
- “Region Transportation Director” is replaced by “the City Engineer.”
- “Chief Engineer” is replaced by “the City’s Manager of Public Works.”
- C. References to Sections 102, 103, and 104** in Sections 200 through 700 are revised as follows:

| CDOT<br>Section | CITY<br>Contract Condition             |
|-----------------|----------------------------------------|
| 104.02(a)       | Title 14                               |
| 104.02 (b), (c) | Title 11, 21                           |
| 104.03          | Title 11                               |
| 104.04          | Title 8 and the Technical Requirements |

- D. References to Section 105 in Section 200 through 700,** are revised as follows:

| <u>CDOT</u><br>Section | <u>CITY</u><br>Contract Condition                                           |
|------------------------|-----------------------------------------------------------------------------|
| 105(1)                 | Title 17                                                                    |
| 105.01                 | Titles 2 and 3                                                              |
| 105.02                 | Title 4 and Section 2 of the Contract Documents                             |
| 105.03                 | Title 3 and performance conditions throughout the Contract                  |
| 105.04                 | Title 3 and performance conditions throughout the Contract                  |
| 105.05                 | Title 3 and performance conditions throughout the Contract                  |
| 105.06                 | Title 3 and performance conditions throughout the Contract                  |
| 105.07                 | Title 3 and performance conditions throughout the Contract                  |
| 105.08                 | Title 3 and performance conditions throughout the Contract                  |
| 105.09                 | Section 2.4 of Contract Form                                                |
| 105.10                 | Titles 7 and 8                                                              |
| 105.11                 | Title 7                                                                     |
| 105.12                 | Title 7                                                                     |
| 105.13                 | Title 3, Special Condition 10a (revision of GC 318)                         |
| 105.14                 | Title 2 and/or as amended by SC-5 and/or per per 1.1 & 1.2 of Contract Form |
| 105.15                 | Title 17 and Quality Control Requirements                                   |
| 105.16                 | Title 17                                                                    |
| 105.17                 | Title 8 and Title 3                                                         |
| 105.18                 | Title 8                                                                     |
| 105.19                 | Title 8 and Title 3                                                         |
| 105.20                 | Title 8 and Title 3                                                         |
| 105.21                 | Titles 19 and 20                                                            |
| 105.22                 | Title 13 and Section 7.1 of Contract Form                                   |
| 105.23                 | Title 3 and Section 7.1 of Contract Form                                    |
| 105.24                 | Title 12                                                                    |

(1) – References to Incentive/ Disincentives Payment. There are no incentive payments only disincentive payments on this project.

**E. Include Section 106 Control of Material.**

**F. References to Sections 107, 108, and 109 in Sections 200 through 700 are redirected as follows:**

| CDOT<br>Section | CITY<br>Contract Condition                                                                         |
|-----------------|----------------------------------------------------------------------------------------------------|
| 107.01          | Title 3 and Title 8                                                                                |
| 107.02          | Title 3 107.03                                                                                     |
| 107.04          | Title 3                                                                                            |
| 107.05          | Title 23                                                                                           |
| 107.06          | Title 3 and Title 8                                                                                |
| 107.07          | Titles 3 and 8                                                                                     |
| 107.08          | Title 8                                                                                            |
| 107.09          | Title 8                                                                                            |
| 107.10          | Title 8                                                                                            |
| 107.11          | Title 8                                                                                            |
| 107.12          | Title 8                                                                                            |
| 107.13          | Title 8                                                                                            |
| 107.14          | Title 8                                                                                            |
| 107.15          | Title 16                                                                                           |
| 107.16          | Title 19                                                                                           |
| 107.17          | Titles 3 and 8                                                                                     |
| 107.19          | Technical Requirements Section 8, Right of Way, and Section 1.2.2 of the Instruction to Proposers. |
| 107.20          | There is not a corresponding City condition beyond indemnity per GC-Title 16                       |
| 107.21          | Titles 17, 18, 19 and 20                                                                           |
| 107.22          | Title 23                                                                                           |
| 107.23          | Title 8 and the technical requirements                                                             |
| 107.24          | Title 8 and performance conditions throughout the Contract                                         |
| 107.25          | Title 8 and performance conditions throughout the Contract                                         |
| 108             | Titles 3, 5, 6, 7, 8, 11109.01 - Not applicable                                                    |
| 109.02          | Title 9                                                                                            |
| 109.03          | Not applicable                                                                                     |
| 109.04          | Titles 11 and 21                                                                                   |
| 109.05          | Not applicable                                                                                     |
| 109.06          | Title 9 and SC-23                                                                                  |
| 109.07          | Title 9                                                                                            |
| 109.09          | Title 20                                                                                           |
| 109.10          | Titles 11, 12 and 13                                                                               |

#### **SC-50 Violation of Working Time Limitation**

If there is a violation of the working time limitations for traffic control as set forth in the Street Occupancy Permit in Denver, a written notice to stop work will be imposed on the Contractor at the start of the next working day. Work shall not resume until the Contractor assures the Engineer, in

writing, that there will not be a reoccurrence of the working time violation. If more violations take place, the Engineer will notify the Contractor in writing that there will be a price reduction charge for each incident in accordance with this specification. This incident price reduction charge will be deducted from any money due the Contractor. This price reduction will not be considered a penalty but will be a price reduction for failure to perform traffic control in compliance with the Contract. There will be no modification to the Contractual Milestone, Substantial Completion, or Final Completion dates if a written notice to stop work results from the Contractor's violation of the Denver Street Occupancy Permit or City of Aurora equivalent.

An incident is any violation up to 30 minutes in duration. Each thirty (30) minutes or increment thereof will be considered as an incident. A price reduction will be assessed for each successive or cumulative 30-minute period in violation of the working time limitations, as determined by the Project Manager. The price reduction for each incident will increase at a progressive rate starting with \$150 for the second incident and increasing to \$1200 for the fifth and subsequent incidents in accordance with the following schedule. A 15-minute grace period will be allowed at the beginning of the second incident on the project before the price reduction is applied. This 15-minute grace period applies only to the second incident.

The number of incident charges will be accumulative throughout the duration of the Contract.

**PRICE REDUCTION SCHEDULE**

| <b>Incident</b> | <b>Incident Rate</b> | <b>Total Price Reduction</b> |
|-----------------|----------------------|------------------------------|
| 1 <sup>st</sup> | Notice to Stop Work  | ----                         |
| 2 <sup>nd</sup> | \$150                | \$150                        |
| 3 <sup>rd</sup> | 300                  | 450                          |
| 4 <sup>th</sup> | 600                  | 1,050                        |
| 5 <sup>th</sup> | 1,200                | 2,250                        |
| 6 <sup>th</sup> | 1,200                | 3,450                        |
| Etc.            | 1,200                | 4,650                        |
|                 | Etc.                 | Etc.                         |

## EXHIBIT N

Current Date

### **NOTICE TO PROCEED (SAMPLE)**

Name

Company

Street

City/State/Zip

**CONTRACT NO. «CONTRACT NO», «PROJECT NAME»**

In accordance with General Contract Condition 302 of the Standard Specifications for Construction, General Contract Conditions, 2011 Edition, you are hereby authorized and directed to proceed on \_\_\_\_\_ with the work of constructing contract number «Contract No», as set forth in detail in the contract documents for the City and County of Denver.

With a contract time of \_\_\_\_\_ calendar days, the project must be complete on or before \_\_\_\_\_.

If you have not already done so, you must submit your construction schedule, in accordance with General Contract Condition 306.2.B, to the Project Manager within 10 days. Additionally, you must submit your tax exempt certificate, and copies of your subcontractors' certificates, in accordance with General Contract Condition 323.5, to the Project Manager as soon as possible. Failure to submit these certificates will delay processing of payment applications.

Sincerely,

Lesley B. Thomas  
City Engineer

cc:

Denver Public Works/Office of the Executive Director  
201 West Colfax Avenue, Dept 608 | Denver, CO 80202  
[www.denvergov.org/dpw](http://www.denvergov.org/dpw)  
p. 720.865.8630 | f. 720.865.8795

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