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CMGC CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Construction Contract") is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado (the "City") and **KRAEMER NORTH AMERICA, LLC**, a Delaware limited liability company authorized to do business in Colorado, whose address is 1 Plainview Road, Plain, Wisconsin 53577 ("the Contractor"), jointly ("the Parties").

RECITALS

1. The City wishes to build the East Colfax Avenue Bus Rapid Transit ("Colfax-BRT") Project.

CONTRACT CONTROL NO. 202475387, (the "Project").

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

3. In furtherance of the Project, the City contracted with Parsons Transportation Group, Inc. (the "Designer" or "Design Consultants" or "Consultant Team") to perform professional architectural and engineering design services for the Project.

4. Pursuant to Section 20-56 of the Denver Revised Municipal Code ("DRMC"), the City commenced on March 31, 2023, and advertised for at least three (3) consecutive days, the City's solicitation for qualification submissions from qualified contractors for the Project.

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

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

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

8. Based upon that ranking, the City and the Contractor entered into a Preconstruction Services Agreement, Contract No. DOTI-202369719-00 to perform initial preconstruction services to meet Federal Transit Administration (FTA) Small Starts grant deadlines. The City and Contractor then entered into an Amendatory Preconstruction Services Agreement, Contract No. DOTI-202369719-01 to complete preconstruction.

9. In accordance with the terms and conditions of the Preconstruction Services Agreement, the Contractor has reviewed the Project Site and design documents and has performed constructability, availability, scheduling and cost estimating analysis on design documents prepared for the Project.

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

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

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

NOW THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual agreements hereinafter contained, and subject to the terms hereinafter stated, it is mutually agreed as follows:

1.0 PROJECT SUMMARY AND DEFINITIONS

1.1 **Project**. The "Project" as used herein shall mean:

The Colfax-BRT Project and related improvements as described below and in the Contract Documents.

1.1.1 The Project includes the preconstruction, construction management services and construction necessary to construct a Bus Rapid Transit (BRT) system along East Colfax Avenue. The 9.9-route mile corridor includes 28 improved stations with an average spacing of 0.31-mile and will operate 24 hours a day, 7 days a week. The Project will include dedicated BRT lanes (within the Denver segment), service amenities at stations, improved pedestrian and bike connections, improved streetscape elements, and BRT specific branding. Traffic signals will be upgraded to provide transit signal priority where needed through the Denver segment to reduce transit travel time. The BRT service will replace and consolidate the existing bus Route 15 and bus Route 15L services.

1.1.2 The Project is located along East Colfax Avenue between Broadway and I-225 as shown in the Design Documents (the "Project Site").

1.1.3 The details of the Project are more particularly set forth in the 100% Design Package including the drawings, specifications and narratives prepared by the Designer dated 7/12/24 for the Denver segment and 7/26/24 for the Aurora segment, attached as **Exhibit L** (the "Design Documents") and Contractor's GMP Proposal dated 7/26/24 and attached as **Exhibit P** (the "GMP Proposal").

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

1.3 **Contractor Selection**. In accordance with the requirements of Section 20-56 of the Denver Revised Municipal Code (the "DRMC"), the City implemented and completed a competitive selection process to identify qualified Contractors to perform both preconstruction and construction services for the Project. The Contractor was selected as the first ranked proposer to perform such services for the City as set forth in the City's Request for Proposals (the "RFP") dated March 31, 2023; and the Contractor's Responses dated May 5, 2023, and June 7, 2023. In referencing these solicitations and submissions herein, the City and the Contractor acknowledge that the scope of the Project, as presented and addressed by these documents, has materially evolved since the issuance of these documents and that some information presented will not be applicable to this Construction Contract or the Project.

1.4 **Budget**. The Contractor acknowledges and accepts that there are limited funds available to design and construct the Project. The Project construction budget (the "Budget") is **ONE HUNDRED NINETY-SEVEN MILLION THREE HUNDRED THIRTY-FOUR THOUSAND FIFTY-EIGHT DOLLARS AND THIRTEEN CENTS ($197,334,058.13)** and is subject to increase or decrease at the sole discretion of the Executive Director. Contractor further acknowledges and accepts that the Project must be completed within the construction budget. As

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part of this acknowledgment and acceptance, the Contractor shall at all times cooperate fully with the City and the Design Consultant to develop the Project and its various components for construction and ultimately construct the Project so as not to exceed the limited funds available in the Budget.

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

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

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

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

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

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

1.6.2 The Contract Time includes the time necessary to complete allowance work in amounts not to exceed the allowance amounts established in the Contract Documents. Contractor is not entitled to additional Contract Time for allowance work so long as the established allowance amounts are not exceeded. If an allowance is exceeded Contractor may request a time extension pursuant to General Condition 1105.

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

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1.6.4 Contractor's costs for unloading and handling at the Project Site, labor, installation costs, office overhead and profit are included in the allowance amounts. Allowance work will be paid pursuant to General Contract Condition 1104. However, if Contractor self-performs the work it will be entitled to an 8% markup for overhead and profit and not the markup set forth in General Condition 1104.2(E)(1).

1.6.5 Whenever costs are more than or less than the allowances, the GMP shall be adjusted accordingly by change order. The amount of the change order shall reflect the difference between actual costs and the allowances. If actual costs exceed allowances, the change order amount will determined as set forth in General Contract Condition 1104.

1.7 GMP Contingency.

1.7.1 GMP Contingency Amount. The GMP includes a Construction Contingency in an amount equal to a lump sum of **SIX MILLION THREE HUNDRED TWENTY-ONE THOUSAND THIRTY DOLLARS AND NINETY-NINE CENTS ($6,321,030.99) (**"GMP Contingency") to complete the Project as set forth in the GMP Proposal.

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

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

1.8 Design Consultant. The "Design Consultant*"* or "Designer" as used herein shall mean the legally approved professional architect/engineer, or group or association or professional corporation or joint venture of such approved professional architects, engineers and/or consultants, who have contracted with the City to accomplish the architectural, engineering and other design and related technical services necessary to complete the Project. The Project Design Consultant is Parsons Transportation Group, Inc. In case of termination of the Design Consultant, the City will appoint a Design Consultant whose status under the Construction Contract shall be the same as that of the former Design Consultant.

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

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2.0 CONTRACT DOCUMENTS

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

This CM/GC Construction Contract

The City's Request for Proposals, dated March 31, 2023 (RFP) (incorporated herein by reference)

Contractor's Response to RFP dated May 5, 2023 and Contractor's RFP Submittal dated June 7, 2023 (incorporated herein by reference)

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

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

Regional Transportation District (RTD) Disadvantaged Business Enterprise (DBE) Contract Requirements (attached as **Exhibit C**)

Preconstruction Services Agreement, dated September 19, 2023, and an Amendment dated November 30, 2023 (incorporated herein by reference as **Exhibit D**)

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

Davis-Bacon Prevailing Wage Rate Schedule(s) (attached as **Exhibit F**)

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

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

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

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

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

Design Documents: 100% Design Package including the drawings, specifications and narratives prepared by the Designer dated 7/12/24 for the Denver segment and 7/26/24 for the Aurora segment, (incorporated herein by reference as **Exhibit L**)

FTA Required Provisions (attached as **Exhibit M**)

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

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

Contractor's GMP Proposal dated July 26, 2024 (attached as **Exhibit P**)

Contractor's GMP Proposal Summary (attached as **Exhibit Q**)

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

Appropriation and Encumbrance Form (attached as **Exhibit S**)

Exhibits T & U - Reserved

Approved Self-Performed Work Proposal (attached as **Exhibit V**)

RTD Intergovernmental Agreement (IGA) (incorporated herein by reference as **Exhibit W**)

Amendment to RTD IGA (incorporated herein by reference as **Exhibit X**)

City of Aurora IGA (incorporated herein by reference as **Exhibit Y**)

Amendment to City of Aurora IGA (incorporated herein by reference as **Exhibit Z**)

Colorado Department of Transportation (CDOT) Grant (incorporated herein by reference as **Exhibit AA**)

NEPA Categorical Exclusion (CatEx) (incorporated by reference as **Exhibit AB**)

Historic Preservation Memorandum of Understanding (MOU) (incorporated herein by reference as **Exhibit AC**)

Approved Workforce Plan (attached as **Exhibit AD**)

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

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

2.2.2 the Special Contract Conditions;

2.2.3 the General Contract Conditions;

2.2.4 the Technical Specifications;

2.2.5 the Contract Drawings;

2.2.6 the Contractor's GMP Proposal; and

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

2.3 The intent of the Contract Documents is to include all terms, conditions, work items and services necessary

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

2.4 It is contemplated by the Parties that numerous exhibits or attachments, including construction documents and final technical specifications, will not be accomplished or must be developed after execution of this Construction Contract and, as such, must be finalized, incorporated by reference and/or attached to and be made a part of the Contract Documents subsequent to execution of this Construction Contract. The incorporation of such exhibits or attachments into this Construction Contract shall be accomplished by written directive from the Executive Director of The Department of Transportation and Infrastructure or the Executive Director's designee. The Parties shall be diligent in accomplishing these exhibits and attachments. To the extent these new exhibits or attachments conflict with other exhibits or portions of this Construction Contract, the greater service, better quality or greater quantity shall be included in the Work.

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

3.0 SCOPE OF WORK

3.1 **Completion Obligation.** The Contractor shall execute the Project described in the Contract Documents, except to the extent specifically indicated in the Contract Documents as the responsibility of others. The Contractor agrees to commence and undertake the performance of the Work under this Construction Contract within ten (10) days of the date of issuance of a Notice to Proceed in substantially the form attached as **Exhibit I** and agrees to substantially complete said Work within the Contract Time and fully complete said Work in accordance with the Contract Documents. The Contractor may complete the Project earlier than the date for Substantial Completion established by the Contract Time, but any claim by the Contractor based on delay shall be based upon the date for Substantial Completion established by the Contract Time and not on an earlier projected completion date that the Contractor may propose.

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

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

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

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improvements. Compensation for the Construction Services shall be in accordance with the terms and conditions of this Construction Contract.

3.2.3 Scope of Work. The Contractor shall perform all Construction Services, as set forth in the GMP Proposal, attached as **Exhibit P**.

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

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

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

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

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

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

4.0 RELATIONSHIP OF THE PARTIES

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

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

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

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

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

Jonathan Stewart, Project Director, City and County of Denver- DOTI, 201 W. Colfax Avenue, Denver CO, 80202

5.0 COORDINATION AND COOPERATION

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

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

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

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

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5.5 Contractor shall not take direction from any entity other than the City and shall advise the City of all communication with stakeholders, provided that RTD may communicate directly with Contractor with regard to the DBE goal or compliance with federal funding requirements.

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

6.0 CONTRACT TIME, SUBSTANTIAL COMPLETION, AND LIQUIDATED DAMAGES

6.1 **Substantial Completion**. The term "Substantial Completion" is defined in the General Conditions. The date by which Contractor shall attain Substantial Completion of the Scope of the Work set forth in the Contract Documents is set forth in this Section.

6.2 **Contract Time**. The term "Contract Time" is the date by which all Work must be Substantially Complete. The Contractor shall achieve Substantial Completion of all Work no later than December 31, 2027.

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

6.4 **Final Acceptance.** Contractor shall provide all documentation and fulfill all requirements of General Contract Condition 2002 necessary for the City to issue Final Acceptance no later than August 16, 2028.

6.5 **Liquidated Damages**. The Parties recognize and agree that time is of the essence for this Contract. In the event that the Work is not Substantially Complete within the Contract Time, as that time may be extended for delays for which an extension of time is permitted under the terms of the Contract Documents, the City and the Contractor acknowledge and agree, after a full discussion of the implications of this section, that it would be impractical and extremely difficult to estimate the damages (including, by way of example but without limitation, direct and indirect, incidental, special and consequential damages) which the City might incur for failure of the Contractor to timely achieve Substantial Completion within the Contract Time. Therefore, the City and the Contractor have determined that a reasonable estimate of the total detriment that the City would suffer in the event that the Contractor so defaults and the Project is not Substantially Complete within the Contract Time, as extended as permitted herein, is and shall be, in the event of said default and failure, as the sole and exclusive remedy (whether at law or in equity) of the City for this delay, and not as a penalty, the amount per day stated below that the Work shall remain not Substantially Complete after the Contract Time, as applicable, including extensions, has elapsed. It is understood and agreed that the City reserves all of its other rights and remedies for any other or different breach or default of this Construction Contract by Contractor, or for any other cause of action.

Amount Per Day $20,000

The Parties agree that the foregoing amount shall be the full amount of liquidated damages recoverable against the Contractor by the City for the Contractor's breach of its covenants of timely performance hereunder. The amount so determined shall be the full, agreed upon and liquidated damages recoverable against the Contractor by the City for the Contractor's breach of its covenants of timely performance hereunder.

7.0 SUBCONTRACTOR SELECTION AND SELF-PERFORMED WORK

7.1 **Subcontractor Selection**. The Contractor recognizes and accepts that the subcontractor and supplier selection and contracting procedures specified herein are intended to promote pricing or buyout of the Work which

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is fair and reasonable and, to the greatest extent practicable, is based on fair and open competition. As such, all Work, except for Work or Services included in the Contractor's Fee, or the Contractor's General Conditions, or as provided below shall be procured based upon competitive bids awarded to the lowest, responsive and qualified bidder and subcontracted to "Subcontractors" and "Suppliers," which may include Contractor Self-Performed Work under Section 7.1, in accordance with **Exhibit V** and in compliance with the General Conditions, incorporated herein by reference as **Exhibit A**. Each Subcontractor and Supplier selection shall be reviewed by the City and the City reserves the right to reject any Subcontractor or Supplier in accordance with the terms and conditions of the General Conditions or in the event the City determines that the selection was not made after a competitive bid. If the Project Manager determines it is in the City's best interest, the Project Manager may approve an alternative competitive selection process for specific work packages where factors in addition to price are considered. The reason for using an alternative selection process and the alternative competitive process that will be used must be documented in writing. The City may, with the express written approval of the Project Manager, waive the competitive bid requirement of this Section for Field Order/Change Directive work, when necessary to avoid delay, for safety reasons or when other exceptional or unusual situations make obtaining multiple bids impractical.

7.2 Self-Performed Work.

7.2.1 Upon prior written approval of the Project Manager, the Contractor may compete for designated Subcontractor or Supplier Work packages. Should the Contractor submit a proposal for any such package, such proposal shall be submitted directly to the Project Manager prior to any proposal deadline and all bid or selection requirements shall apply to proposal or bid opening and evaluation. The Project Manager shall review with the Contractor all bids submitted where the Contractor has submitted a bid and shall make the final award after consultation with the Contractor. The City must approve any Self-Performed Work award to the Contractor.

7.2.2 The Contractor's Approved Self-Performed Work Proposal is attached as **Exhibit V**. Such final Proposal shall be for the scope of work described in the GMP Self-Performed Work Proposal attached hereto as **Exhibit V** and, under no circumstances, shall the proposal exceed the maximum amount for such work set forth in **Exhibit P**.

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

7.4 Substitution. The Contractor shall make no substitution for a Subcontractor or Supplier previously selected without the prior written approval of the Project Manager and such approval shall not be unreasonable withheld. Any substitution or termination of a DBE subcontractor is subject to federal requirements, and RTD's DBE Contract Requirements.

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

8.0 COMPENSATION

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

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Contractor's Fee. Cost of the Work shall consist of the following Contractor incurred items set forth below:

8.1.1 Cost of wages paid for labor in the performance of the Work at the Project Site or with the City's agreement at offsite workshops, which shall as a minimum be in accordance with the Davis-Bacon prevailing wage rates applicable to the project attached as **Exhibit F**. Costs paid or incurred by the Contractor shall include actual wages for the Contractor's own personnel (including overtime premiums as applicable), taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and for personnel not covered by such agreements, customary benefits and the Contractor's company policy such as sick leave, individual and dependent medical and health benefits, disability insurance, holidays, craft training fund, vacation, pension, and, as applicable, 401K contributions. The City and the Contractor agree that the wages and burden for the personnel referenced in this paragraph and paragraphs 8.1.17 and 8.1.18 shall be charged as a Cost of the Work at not less than the stipulated fixed rates set forth in the Davis-Bacon Prevailing Wage Rate Schedules, attached as **Exhibit F**, or as appropriate charges at the stipulated fixed rates set forth on the Billing Rates for Staffing and Salaried Schedule, attached as **Exhibit O**.

8.1.2 Cost of contributions, assessments or taxes for such items as unemployment compensation and social security, insofar as such cost is based on wages, salaries or other remuneration paid pursuant to Section 8.1.1.

8.1.3 Cost of mock-ups and testing, as may be previously approved by the Project Manager.

8.1.4 Cost of all materials, supplies and equipment incorporated in the Work, including costs of transportation thereof.

8.1.5 Payments properly made by the Contractor to Subcontractors and Suppliers under Project subcontracts for performance of portions of the Work including insurance required by this Contract and bond premiums incurred.

8.1.6 Payments actually made for architects, engineers and other consultants providing services to the Contractor reasonably required to perform the work, unless such services are to be provided to the Owner by the Design Consultant or other City-Retained Consultants (as defined in the Design Consultant's Agreement for Professional Design Services).

8.1.7 Costs, including transportation, inspection, handling, storage and maintenance, of all temporary facilities and all materials, supplies, equipment and hand tools not owned by the workmen that are consumed in the performance of the Work on the Project. The Contractor shall negotiate with the City the salvage value of all items purchased and used on the Project but not consumed, damaged, lost or stolen at the completion of the work, crediting any proceeds against the Cost of the Work. If the Contractor and the City cannot agree on the salvage value of the above items then said items shall remain the property of the City and the Contractor shall give no credit to the Cost of the Work. The Contractor may institute a voluntary recycling program.

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

8.1.9 The actual cost of the premiums, not to exceed 1.28% of the Cost of the Work, for all bonds that the Contractor is required to procure by this Construction Contract shall be charged as a Cost of the Work. The actual cost of the premiums, not to exceed 1.28% of the Cost of the Work, for all other insurance that the Contractor is required to procure by this Construction Contract or that are deemed necessary by the Contractor with the City's

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written approval shall be charged as a Cost of the Work.

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

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

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

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

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

8.1.15 Costs incurred by the Contractor in repairing or correcting damaged work, provided that such damage was beyond the control of the Contractor, Subcontractors, or Suppliers. If the costs associated with such damaged work are recoverable from insurance or Subcontractors or Suppliers, the Contractor shall exercise its best efforts to obtain recovery from the appropriate source and credit the Cost of the Work if recovery is obtained.

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

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

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

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

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

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

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

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

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

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

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

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

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

8.2.1 Salary of any officer of the Contractor.

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

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

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

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

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

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

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

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

8.2.10 Costs of retesting non-conforming Work.

8.3 **Contractor's Fee**. The Contractor's Fee (the "Contractor's Fee") to be paid to the Contractor and included in the GMP shall be a lump sum of **THIRTEEN MILLION SIX HUNDRED THREE THOUSAND NINE DOLLARS AND SEVENTY-ONE CENTS ($13,603,009.71),** payable based on completed work in accordance with a schedule of values acceptable to the City.

8.4 **Guaranteed Maximum Price**.

8.4.1 **Guaranteed Maximum Price.** The City agrees to pay the Contractor, and the Contractor agrees to

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accept, the not to exceed sum of **ONE HUNDRED NINETY-SEVEN MILLION THREE HUNDRED THIRTY-FOUR THOUSAND FIFTY-EIGHT DOLLARS AND THIRTEEN CENTS ($197,334,058.13)** as the GMP, for which the Contractor will perform all Work necessary to complete the Project. The GMP is subject to the qualifications, clarifications, assumptions, exclusions and allowances in the GMP Proposal. The GMP is subject to adjustments as provided in the Contract Documents. The GMP includes Contractor's Fee.

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

8.5 **Savings.** In the event that the actual Cost of the Work plus the Fee shall be less than the GMP, the resulting savings shall inure One Hundred Percent (100%) to the City.

8.6 **Construction Contract Amount and Funding**. In accordance with the terms of this Construction Contract, the maximum Construction Contract Amount to be paid by the City to the Contractor under this Agreement shall not exceed **ONE HUNDRED NINETY-SEVEN MILLION THREE HUNDRED THIRTY-FOUR THOUSAND FIFTY-EIGHT DOLLARS AND THIRTEEN CENTS ($197,334,058.13).** The Contractor guarantees and warrants that the Project will be completed by its performance hereunder for the GMP amount. In no event will the City's liability exceed the maximum Construction Contract Amount, as adjusted by duly authorized change order in accordance with this Construction Contract. The Parties specifically agree that any performance by the Contractor hereunder shall not subject the City to any cost, charge or fee not specified above.

9.0 DISPUTE RESOLUTION

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

10.0 ADDITIONAL PROVISIONS

10.1 **No Discrimination in Employment**. In connection with the performance of the Work under this Construction Contract, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder. Further, the Contractor agrees to comply with the provisions of Section 28-45 to 28-47, D.R.M.C., and all Rules and Regulations promulgated and adopted by the Executive Director of the Department of Transportation and Infrastructure pursuant thereto relating to non-discrimination in employment by contractors, subcontractors and suppliers receiving compensation for work performed on the Project.

10.2 **Insurance**.

10.2.1 General Conditions. Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement. The required

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

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

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

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

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

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

10.2.7 Commercial General Liability. Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of $1,000,000 for each bodily injury and property damage occurrence, $2,000,000 products and completed operations aggregate (if applicable), and $10,000,000 policy aggregate.

10.2.8 Business Automobile Liability. Contractor shall maintain Business Automobile Liability, or its equivalent, with minimum limits of $1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement. If transporting wastes, hazardous material, or regulated

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substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

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

10.2.10 Contractor's Pollution Liability. Contractor shall maintain minimum 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.

10.2.11 Professional Liability (Errors & Omissions). Contractor shall maintain minimum limits of $1,000,000 per claim and $1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.

10.2.12 Excess/Umbrella Liability. Contractor shall maintain excess liability limits of $10,000,000.00. Coverage must be written on a "follow form" or broader basis. Any combination of primary and excess coverage may be used to achieve required limits. For claims-made coverage: The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

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

10.3 Title to the Work. The Parties agree that the City or FTA, as applicable, shall have title to all components and aspects of the Project which are in place and title to all materials for which any payment has been made to the Contractor hereunder.

10.4 Disadvantaged Business Enterprise. This Construction Contract is subject to 49 C.F.R. Part 26 and a 16% DBE goal set for the Project. Therefore, Contractor must satisfy the requirements for Disadvantaged Business Enterprise ("DBE") participation as set forth in this Agreement and comply with RTD's DBE program requirements attached as **Exhibit C**. These requirements include, as if they were set forth in the body of this Construction Contract, all requirements, assurances, limitations and remedies set forth in FTA required Provision 6: Disadvantaged Business Enterprise (DBE) of **Exhibit M**. These requirements are in addition to all other equal opportunity employment requirements of this Construction Contract. As RTD will be monitoring and tracking compliance with RTD's DBE program General Condition 207 does not apply to this Contract.

10.5 Federal Transit Administration (FTA) Required Provisions. This Construction Contract includes, and Contractor shall comply with the FTA Required Provisions attached as **Exhibit M** as well as other Terms and Conditions required by U.S. DOT, whether or not expressly set forth in this Construction Contract. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, as may be amended, and the FTA Master Agreement, as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Construction Contract. Contractor shall not perform any act, fail to perform any act, or

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refuse to comply with any RTD requests which would cause RTD to be in violation of the FTA terms and conditions. The incorporation of FTA terms has unlimited flow down to any third party contract that is funded in whole or in part with U.S. DOT assistance.

10.6 RTD-City Intergovernmental Agreement (IGA). Contractor has received and reviewed a copy of the RTD-City IGA, attached as **Exhibit W,** as well as the Amendment to the RTD-City IGA, attached as **Exhibit X,** including the attached FTA Terms and Conditions and the Federal Certifications and Assurances applicable to the IGA, and finds the terms and conditions stated therein to be acceptable for the performance of work under this Construction Contract. Contractor agrees to be bound to the City and County of Denver for all those obligations under the IGA as the Contractor is bound to the City and County of Denver under the IGA. Additionally, all terms and provisions in the IGA, the FTA Terms and Conditions and the Federal Certifications and Assurances that are applicable to Contractor and the work are incorporated in this Construction Contract by reference, in their entirety. Should there be a conflict between the IGA and this Construction Contract, the terms of the IGA shall control. Contractor agrees to cooperate with RTD and the City and County of Denver in providing any information requested by RTD or City and County of Denver for federal award reporting purposes. RTD and/or FTA shall have the right to audit Contractor and all of their subcontractors' books and records as they pertain to the Project for a period of three (3) years from the date of completion of their respective work. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Construction Contract. Contractor shall carry out applicable requirements of 49 CFR part 26 and RTD Civil Rights/EEO/DBE Contract Requirements in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Construction Contract, which may result in the termination of this Construction Contract or such other remedy as the City deems appropriate. Contractor shall include a provision that is substantially similar to this provision in all subcontracts.

10.7 Intergovernmental Agreements. Contractor has received and reviewed a copy of the intergovernmental agreement the City entered into with the Colorado Department of Transportation to provide funding for the project. Attached as **Exhibit AA.** Contractor shall include Exhibit I of Exhibit AA titled Federal-Aid Agreement Provisions for Construction Contracts in its entirety, verbatim, into any subcontract(s) as terms and conditions thereof. In addition, the City entered into an intergovernmental agreement with the City of Aurora and an amendment to that agreement. Attached as **Exhibits Y and Z.** Contractor shall comply with all applicable terms of these agreements and any future amendments.

10.8 Indemnification of RTD, the City of Aurora, and CDOT. In addition to Contractor's defense and indemnification responsibilities to the City, Contractor shall defend and indemnify, save, and hold harmless RTD, the City of Aurora, and CDOT, and their respective employees and agents, against any and all claims, damages, liability, penalties, and awards including costs, expenses and attorney fees and related costs, incurred as a result of any negligent or reckless act or omission by the Third Party Contractor, or its employees, agents, subcontractors or assignees arising out of the Project.

10.9 Davis-Bacon Prevailing Wage Requirements. Contractor shall comply with all federal laws, regulations, and requirements providing protections for construction employees involved in the Project or related activities with federal assistance, including the Prevailing Wage Requirements of the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148), as supplemented by U.S. DOL regulations at 29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA-assisted construction, alteration, or repair projects. In accordance with the statutes, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor agrees to pay wages not less than once a week. Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled. Contractor shall include these requirements in all subcontracts and is responsible for subcontractor compliance.

10.10 Compliance with Denver Wage Laws. To the extent applicable to the Contractor's provision of Services

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

10.11 Federal Requirements. Contractor understands that the City intends to seek reimbursement of a portion of amounts paid to Contractor from federal funding sources. Therefore, Contractor shall, to the maximum extent feasible, perform all work so that it is eligible for reimbursement for federal funding sources and in full compliance with applicable federal requirements.

10.12 Workforce. The City values increasing the awareness, outreach, training, and employment opportunities of people in economically disadvantaged areas and populations and addressing shortages in qualified construction workers. In support of these values, and in addition to existing workforce efforts, Contractor shall:

10.12.1 Identify a designated point of contact for workforce development activities.

10.12.2 Post new positions online with Connecting Colorado at www.connectingcolorado.com.

10.12.3 Participate outreach and recruitment events led by the City and/or the City's designated workforce convenor.

10.12.4 Utilize services of the City's designated workforce convenor and City employment support services to help build easy on-ramps to the project, including training and support services.

10.12.5 Provide quarterly reports on the number of outreach events and job fairs held or attended, including information about where it was held, who sponsored the event, and number of people hired at, or as a result of, participating in each event.

10.12.6 Comply with all requirements of their Approved Workforce Plan attached as **Exhibit AD**.

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

10.14 Americans with Disabilities Act. The Contractor shall be responsible for the compliance of all activities undertaken by it pursuant to this Agreement with all applicable laws and regulations, including without limitation the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq. In the performance of its services, the Contractor shall assist the Design Consultant(s) as may be necessary to fully comply with such laws and regulations or receive governmental approvals for the Project. The Contractor further agrees to perform all services for the Project in strict compliance with all applicable laws, statutes, codes, ordinances, rules and regulations, and industry standards in effect

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at the time of the execution of this Agreement until all services called for under this Agreement have been completed and accepted by the City. Notwithstanding the foregoing, the City agrees that it is not the Contractor's responsibility to assure that the drawings and specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations.

Contractor must comply with 49 U.S.C. § 5332, which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities; all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act of 1990 (ADA), as amended; 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities.

10.15 **Appropriation and Encumbrance**. Notwithstanding any other term, provision, or condition herein, all payment obligations under this Contract shall be limited to the funds appropriated or otherwise made available by the Denver City Council, paid into the Treasury of the City and encumbered for this contract. As of the date of this Contract, Zero Dollars ($000.00) have been appropriated for this Contract. The Project Manager will notify Contractor when additional funds are appropriated and encumbered for this Contract by providing Contractor with a fully executed Appropriation and Encumbrance Form – attached as **Exhibit S**. The Appropriation and Encumbrance Form is only valid when signed by the Project Manager and the Chief Financial Officer or his/her designee. Any work performed, or costs incurred, by Contractor exceeding the total amount appropriated and encumbered for this Contract as stated or increased by subsequent fully executed Appropriation and Encumbrance forms is done without authorization and at Contractor's sole risk.

10.16 The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Contractor to exceed the amount appropriated for the Work to be performed in accordance with the Contract Documents is expressly prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable Work to be performed, which Work will cause the aggregate amount payable for such Work to exceed the amount appropriated and encumbered for the Work, unless and until such time as the Contractor has been advised in writing by a fully executed Appropriation and Encumbrance Form that a lawful appropriation sufficient to cover the entire cost of such additional Work has been made. It shall be the responsibility of the Contractor to verify that the amounts already appropriated for the Work are sufficient to cover the entire cost of such Work, and any Work undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of this Agreement, without the proper authorization for such Work, and at the Contractor's own risk and sole expense.

10.17 **Approvals**. In the event this contract calls for the payment by the City of **FIVE HUNDRED THOUSAND DOLLARS ($500,000.00)** or more, approval by the City Council of the City and County of Denver, acting by ordinance, in accordance with Section 3.2.6 of the Charter of the City and County of Denver, is and shall be an express condition precedent to the lawful and binding execution and effect and performance of this contract.

10.18 **Assignment Strictly Prohibited**. The Contractor shall not assign or otherwise transfer, in whole or in part, any of its rights, benefits, claims, obligations, duties or entitlement to monies owed or which may become due under this Construction Contract, except upon the prior written consent and approval of the Executive Director to such assignment.

10.19 **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

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of the DMRC Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.9 and 1.2.12.

10.20 Taxes, Charges and Penalties. Except as provided in the City's Prompt Payment ordinance, codified at D.R.M.C. Sections 20-107, 20-108 and 20-109, the City shall not be liable for the payment of any taxes, late charges, interest or penalties of any nature arising out of this Construction Contract.

10.21 Waiver of C.R.S. 13-20-802 *et. seq*. The Contractor specifically waives all the provisions of Part 8 of Article 20 of Title 13, Colorado Revised Statutes regarding defects in the Work under this Construction Contract.

10.22 Proprietary or Confidential Information.

10.22.1 Confidential Information. The Contractor understands and agrees that, in performance of this Construction Contract, the Contractor may have access to private or confidential information that may be owned or controlled by the City, RTD and City of Aurora and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to these entities or create a risk to the public. The Contractor agrees that all information disclosed by these governmental entities shall be held in confidence and used only in performance of the Construction Contract. The Contractor shall exercise the same standard of care to protect such information as a reasonably prudent Contractor would to protect its own proprietary data.

10.22.2 Contractor Information. The Parties understand that all the material provided or produced under this Construction Contract may be subject to the Colorado Open Records Act, C.R.S. 24-72-201, et seq., and that in the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material. The Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Contractor's intervention to protect and assert its claims of privilege against disclosure under this Section including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

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

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

10.25 Notices. Any notices, demands, or other communications required or permitted to be given by any provision of this Construction Contract shall be given in writing, delivered personally or sent by registered mail, postage prepaid and return receipt requested, addressed to the Parties at the addresses set forth herein or at such other address as either party may hereafter or from time to time designate by written notice to the other party given in accordance herewith. Notice shall be considered received on the day on which such notice is actually received by the party to whom it is addressed, or the third (3rd) day after such notice is mailed, whichever is earlier. Unless changed in writing, such notices shall be mailed to:

If to the Contractor:

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Kraemer North America, LLC
900 West Castleton Road, Suite 220
Castle Rock, Colorado 80109

If to the City:

Executive Director of the Department of Transportation and Infrastructure
201 W. Colfax Avenue, Dept. 608
Denver, Colorado 80202

With a copy of any such notice to:

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

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

10.26 Survival of Certain Provisions. The Parties understand and agree that all terms, conditions and covenants of this Construction Contract, together with the exhibits and attachments hereto, if any, any or all of which, by reasonable implication, contemplate continued performance, rights, or compliance beyond the expiration or termination of this Construction Contract (by expiration of the term or otherwise), shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Contractor's obligations for the provision of insurance, for indemnity to the City and for preserving confidentiality of trade secrets and other information shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

10.27 Contract Binding. It is agreed that this Construction Contract shall be binding on and inure to the benefit of the Parties hereto, their heirs, executors, administrators, successors and duly authorized assigns.

10.28 Paragraph Headings. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

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

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

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electronic record or electronic signature or that it is not in its original form or is not an original.

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[ELECTRONIC SIGNATURES FOLLOW]

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Contract Control Number: DOTI-202475387-00
Contractor Name: Kraemer North America, LLC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By: _____

_____

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

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Contract Control Number: DOTI-202475387-00
Contractor Name: Kraemer North America, LLC

By: Signed by: Timothy Maloney A17D36DAB3AF456...

Name: Timothy Maloney
(please print)

Title: Senior Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

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Exhibit A

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EXHIBIT B
SPECIAL CONTRACT CONDITIONS

CITY AND COUNTY OF DENVER
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

SC-1 CONSTRUCTION SPECIFICATIONS

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

Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS, City and County of Denver (General Conditions) (The Index for which is bound herein and commonly referred to as the "Yellow Book") (2011 Edition) https://www.denvergov.org/Business/Contract-Administration/Contractor-Resources#section-6

Colorado Department of Transportation "Standard Specifications for Road and Bridge Construction" (Sections 200 through 700 of the 2023 Edition). https://www.codot.gov/business/designsupport/cdot-construction-specifications/2023-construction-specifications/2023-specs-book

Transportation Standards and Details for the Engineering Division, City and County of Denver (April, 2017) https://www.denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Department-of-Transportation-and-Infrastructure/Documents/Standards-Details

Traffic Signal, Sign and Pavement Marking Standards, City and County of Denver (February 2022) https://www.denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Department-of-Transportation-and-Infrastructure/Documents/Standards-Details

Colorado Department of Transportation 2019 M & S Standard Plans *https://www.codot.gov/business/designsupport/2019-and-2012-m-standards/2019-m-standards-plans*
https://www.codot.gov/safety/traffic-safety/design/s-standards

Manual on Uniform Traffic Control Devices for Streets & Highways (MUTCD) https://mutcd.fhwa.dot.gov

Wastewater Capital Projects Management Standard Construction Specifications, City and County of Denver (March, 2016) https://www.denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Department-of-Transportation-and-Infrastructure/Documents/Standards-Details

City and County of Denver Wastewater Standard Details, City and County of Denver (June 2020) https://www.denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Department-of-Transportation-and-Infrastructure/Documents/Standards-Details

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

http://www.denvergov.org/Portals/480/documents/2011%20DENVER%20GENERAL%20CONTRACT%20CONDITIONS.pdf

http://www.denvergov.org/rightofwayservices/RightofWayServices/ConstructionInspection/RightofWayConstructionInspection/StandardsandDetails/TransportationStandardsandDetails/tabid/442463/Default.aspx

http://www.denvergov.org/wastewatermanagement/WastewaterManagement/EngineeringandPermits/StandardsandDetails/tabid/438018/Default.aspx

The *Manual on Uniform Traffic Control Devices for Streets & Highways* is available for review as stated above, or can be viewed at the Federal Highway Administration Website at: www.fhwa.dot.gov, where you will also find purchase information.

The "*Colorado Department* of *Transportation Standard Specifications for Road and Bridge Construction"* is available for review as stated above, or can be purchased from the Colorado Department of Transportation.

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

SC-2 CDOT SECTION 100 GENERAL PROVISIONS

The Colorado Department of Transportation General Provisions consists of Sections 100 through 109. Only those subsections listed in the table below that are marked "Yes" in the "Included" column are incorporated into the special contract conditions. In the event of a conflict between an incorporated section and the City and County of Denver "Standard Specifications for Construction, General Contract Conditions" the City's General Conditions, as amended by the Special Conditions, apply.

For purposes of this Agreement, the defined terms used in Colorado Department of Transportation's General Provisions are amended and shall have the meanings below:

CDOT Resident Engineer: References to the resident engineer shall be amended to refer to the Deputy Manager.

Department: "Department" shall refer to the "City & County of Denver" or "City" in this contract.

Engineer: The engineer shall mean the "Manager" or their authorized representative.

Force Account Work: References to this term shall apply to "Allowances" as defined in this contract.

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Project Engineer: References to this term shall refer to the "Project Manager" in this contract.

Subsection	Section Title	Included
101.01	Abbreviations	Yes
101.02	Definitions, alphabetically	Yes
102.01	Prequalification of Bidders	No
102.02	Contents of Proposal Forms	No
102.03	Interpretation of Quantities in Proposal Form	No
102.04	Interpretation of Plans and Specifications	No
102.05	Examination of Plans, Specs., Special Provisions, and Site Work	No
102.06	Preparation of Proposal	No
102.07	Irregular Proposals	No
102.08	Combination or Conditional Proposals	No
102.09	Anti-Collusion Affidavit	No
102.10	Material Guaranty	No
103.01	Consideration of Proposals	No
130.02	Award of Contract	No
103.03	Requirement of Contract Bonds	No
103.04	Execution and Approval of Contract	No
104.01	Intent of Contract	No
104.02	Differing Site Conditions, Suspensions of Work, and Significant Changes in the Character of Work	No
104.03	Extra Work	No
104.04	Maintaining Traffic	Yes
104.05	Rights in and Use of Materials Found on the Work	Yes
104.06	Final Cleaning Up	Yes
104.07	Value Engineering Change Proposals by the Contractor	No
105.01	Authority of the Engineer	Yes
105.02	Plans, Shop Drawings, Working Drawings, Other submittals, and Construction Drawings	Yes
105.03	Conformity to the Contract	Yes
105.04	Conformity to the Contract of Superpave Performance Graded Binders	Yes
105.05	Conformity to the Contract of Hot Mix Asphalt	Yes
105.06	Conformity to the Contract of Portland Concrete Pavement	Yes
105.07	Conformity to Roadway Smoothness Criteria	Yes
105.08	Document Management & Professional Engineer & Professional Land Surveyor Electronic Seals	Yes
105.09	Coordination of Plans, Specifications, Supplemental Specifications, and Special Provisions	No
105.10	Cooperation by Contractor	No

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105.11	Cooperation with Utilities	No
105.12	Cooperation between Contractors	No
105.13	Construction Stakes, Lines and Grades	Yes
105.14	Authority and Duties of the Project Engineer	No
105.15	Duties of the Inspector	No
105.16	Inspection and Testing of Work	No
105.17	Removal of Unacceptable Work and Unauthorized Work	No
105.18	Load Restrictions	Yes
105.19	Maintenance During Construction	Yes
105.20	Failure to Maintain Roadway or Structure	Yes
105.21	Acceptance	No
105.22	Dispute Resolution	No
105.23	Dispute Resolution Board	No
105.24	Claims for Unresolved Disputes	No
106.01	Source of Supply and Quality Requirements	No
106.02	Material Sources	Yes
106.03	Samples, Tests, Cited Specifications	Yes
106.04	Qualification of Testing Personnel and Laboratories	Yes
106.05	Sampling and Testing of Hot Mix Asphalt	Yes
106.06	Sampling and Testing of Portland Cement Concrete Paving	Yes
106.07	Material Inspection at Plant	Yes
106.08	Storage of Materials	No
106.09	Handling of Materials	Yes
106.10	Department Furnished Materials	Yes
106.11	Buy America Requirements	Yes
106.12	Certificates of Compliance	Yes
107.01	Laws to be Observed	Yes
107.02	Permits, Licenses, and Taxes	Yes
107.03	Patented Devices, Materials, and Processes	No
107.04	Restoration of Surfaces Opened by Permit	Yes
107.05	Federal Aid Provisions	Yes
107.06	Safety, Health, and Sanitation and Performance of Safety Critical Work	Yes
107.07	Public Convenience and Safety	Yes
107.08	Railroad-Highway Provisions	Yes
107.09	Construction Over and Adjacent to Navigable Waters	No
107.10	Barricades and Signs	Yes
107.11	Use of Explosives	Yes
107.12	Protection and Restoration of Property and Landscape	Yes
107.13	Forest Protection	No
107.14	Interruption of Irrigation Water Flow	Yes
107.15	Responsibility for Damage Claims, Insurance Types, and Coverage Limits	No

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107.16	Opening Sections of Project to Traffic	Yes
107.17	Contractor's Responsibility for Work	Yes
107.18	Unused	No
107.19	Furnishing Right of Way	Yes
107.20	Personal Liability of Public Employees	Yes
107.21	No Waiver of Legal Rights	No
107.22	Third Party Beneficiary	No
107.23	Archaeological and Paleontological Discoveries	Yes
107.24	Air Quality Control	Yes
107.25	Water Quality Control	No
108.01	Subletting of Contract	No
108.02	Notice to Proceed	No
108.03	Project Schedule	Yes
108.04	Payment Schedule	No
108.05	Limitation of Operations	Yes
108.06	Character of Workers, Methods of Equipment	No
108.07	Workplace Violence	No
108.08	Determination and Extension of Contract Time	No
108.09	Failure to Complete Work on Time	No
108.10	Default of Contract	No
108.11	Termination of Contract	No
109.01	Measurement of Quantities	Yes
109.02	Scope of Payment	No
109.03	Compensation of Altered Quantities	Yes
109.04	Compensation for Changes and Force Account Work	Yes
109.05	Eliminated Items	No
109.06	Partial Payments	No
109.07	Payment for Material on Hand (Stockpile Material)	No
109.08	Reserved	No
109.09	Acceptance and Final Payment	No
109.10	Compensation for Compensable Delays	No

SC-3 CONTRACT AMOUNT; BID PRICE, GUARANTEED MAXIMUM PRICE

General Condition 103, CONTRACT AMOUNT, is hereby deleted in its entirety and replaced with the following:

"Contract Amount," "Bid Price," "Bid Amount," or "Maximum Contract Amount" means the Guaranteed Maximum Price ("GMP") under the Contract.

In the General Conditions, the phrases "provided to the City at no cost," "at no cost to the City," "cost . . . shall be borne by the Contractor," "costs shall be reimbursed by the Contractor," "at

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the expense of the Contractor," "Contractor shall bear any and all costs," and "Contractor shall bear any and all additional costs," mean that the costs in question are to be included as a Cost of the Work without any increase to the Guaranteed Maximum Price. Also, whenever a General Condition states that the Contractor shall be required to take any action, or is responsible for any action or thing, it means that such requirements and responsibilities are included as a Cost of the Work without any increase to the Guaranteed Maximum Price, unless there is a specific statement to the contrary as to any such requirement or responsibility.

SC-4 TIME OF BIDDING; TIME OF CONTRACTING

In the General Conditions, the words "time of bidding," shall mean the date when the Contract is fully executed.

SC-5 CONTRACT DOCUMENTS

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

"The Contract Documents" consist of the documents which are listed in Paragraph 2 Contract Documents.

SC-6 RESERVED

SC-7 PROJECT MANAGER

General Condition 115, PROJECT MANAGER, is hereby deleted in its entirety and replaced with the following:

The City's "Project Manager" is the City representative who has day to day administrative responsibility of the Project under the Contract. "Project Manager" shall by synonymous with the "Project Director".

SC-8 RESERVED

SC-9 WORK

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

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

SC-10 WORKING HOURS AND SCHEDULE

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

"1. Work shall normally not be done on Saturdays, Sundays, City observed holidays, or outside of the daytime working hours which may be specified in the Contract Documents, except for such work as may be necessary for proper care,

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maintenance, and protection of Work already done, or in cases when the Work would be endangered or when hazard to life or property would result. The Contractor shall comply with Denver's noise control ordinance during all working hours.

2. If the Contractor believes it may be necessary to work on Saturdays, Sundays, holidays, city furlough days, or at night, the Contractor shall make prior arrangements with the Project Manager and receive written approval at least seventy-two (72) hours before such work period so that proper inspection and engineering services can be provided. Such approval may be revoked by the Project Manager if the Contractor fails to maintain adequate equipment and lighting at night for the proper prosecution, control and inspection of the Work. If Work is done outside of approved working hours, and the Project Manager has not assigned inspectors to the Work, the Work performed during those periods of time may be declared defective solely on the grounds that it was not properly inspected.

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

4. The Contractor shall submit, with the GMP Proposal, a construction schedule which shall provide for the expeditious and practicable execution of the Work. Such construction schedule shall be in a Critical Path Method ("CPM") format or such other format approved by the Project Manager. This Schedule shall be considered, upon City acceptance, the baseline schedule for the Project. A Critical Path Method schedule shall be required in any event for any Contractor Change Request pursuant to G.C. 1103.4 and any resulting claim. The receipt of the schedule by the Project Manager shall in no way constitute acceptance of the Contractor's anticipated schedule of construction activities. The schedule will be reviewed for comment by the Project Manager. The Project Manager's review and comment on the schedule shall not constitute approval or acceptance thereof by the City.

5. The Critical Path Method schedule shall provide reasonable detail as described in the Technical Specifications and SC-2 and shall include a time scaled network and computer printout. Additionally, float or slack is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any activities in the schedule. Float or slack is not time for the exclusive use or benefit of either the Contractor or the City.

6. The Contractor shall, once a month, submit a progress report and an updated schedule in a form acceptable to the Project Manager."

SC-11 CONSTRUCTION MANAGEMENT SOFTWARE

With reference to General Contract Conditions – 306 Schedule, 308 Communications, 309 Submittals and Other Written Communications to the City, 404 Request for Information, 405 Shop Drawings, Product Data, and Samples, 902 Payment Procedures, 906 Application For Payment, 1101 Change Order, 1102 City Initiated Changes, 1103 Contractor Change Request,

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1202 Submittal Of Claims, 1902 Inspection and Punchlist, 1903 Certificate of Substantial Completion, 2003 Final Settlement, the contactor shall use a construction management software designated by the Project Manager, to issue, collaborate on, and process the following documents and communications, which may include, but are not limited to the following:

- Notice to Proceed
- Project Schedule
- Project Submittals and Shop Drawings
- Requests for Information
- Application for Payment
- Field Order Change Directive
- Contractors Change Request
- Change Orders
- Claims for Adjustments and Disputes /Notice of Intent to Claim/Notice of Defective Work
- Letter of Substantial Completion
- Letter of Final Acceptance

SC-12 SUBCONTRACTOR ACCEPTANCE

General Condition 502, SUBCONTRACTOR ACCEPTANCE, is hereby deleted in its entirety and replaced by the following:

"1. Except as provided in the Disadvantaged Business Enterprise ("DBE") contracting requirements, the City recognizes that prior to bidding, the Contractor may not have been able to negotiate for all portions of the Work which the Contractor proposes to subcontract. The City will, therefore, permit the successful Contractor to propose additional Subcontractor(s) at any time during the Contract period provided, however, that any limitation on subcontracting has not been exceeded, and that all such DBE requirements are adhered to, including, if applicable, the Contractor's Compliance Plan. If the proposed Subcontractor(s) are acceptable and the City, by letter to the Contractor, approves of the Subcontractor(s), the Contractor may enter into agreements with these parties. If any proposed Subcontractor(s) are not acceptable to the City, the Contractor must submit for City approval the names of substitute Subcontractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SC-13 PAYMENT PROCEDURE

The application for payment shall be submitted in the format provided by the Project Manager. Contractor recognizes and agrees that it shall be required to pay all first tier subcontractors and suppliers and further record payment to all certified subcontractors or suppliers that are listed

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for participation towards any assigned DBE program goal. 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:

Department of Transportation and Infrastructure
Jonathan Stewart, Jonathan.Stewart@denvergov.org

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 and the percent of the Work complete.

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

3. The Contractor, and its subcontractors of all tiers who have performed work, shall also submit to the Auditor and other appropriate officials of the City prior to submitting the payment application, information required by General Contract Condition 1004, REPORTING WAGES PAID.

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

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

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

SC-14 SCHEDULE OF VALUES

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

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

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

SC-15 APPLICATIONS FOR PAYMENT

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

"1. Each complete application shall contain a list of Subcontractor and material invoices. The Contractor will furnish the City with invoices shown on the lists attached to the application(s) for payment.

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

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

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

5. Each application for payment for materials or equipment stored on or off the Project site shall be accompanied by bills of sale to establish the City's title to such material or equipment free and clear of liens and encumbrances; evidence of

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property insurance covering such materials or equipment; evidence, as to material and equipment stored off the Project site, that the same have been properly labeled as the City's property and segregated from the vendor's other inventory; and, if required by the City, contracts and financing statements sufficient to create a security interest in favor of the City in materials or equipment stored off the Project site which remain in the possession of the vendor of such materials or equipment.

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

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

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

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

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

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

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

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

SC-16 DISCOUNTS, REBATES AND REFUNDS

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

SC-17 WAGES

Title 10 of the General Conditions, WAGES, is hereby deleted and replaced in its entirety with the following:

"TITLE 10 - WAGES

1001 DAVIS BACON WAGES

The Contractor shall comply with the requirements of the United State Department of Labor Davis-Bacon Act including the payment of the wages required by the Act and associated rules and requirements "Prevailing Wage(s)." In addition to these federal requirements, state and local prevailing wage, overtime, and minimum wage requirements may apply.

1002 POSTING OF THE APPLICABLE WAGE RATES

The Contractor shall post in a prominent and easily accessible place at the Work site a copy of the Davis-Bacon Compliance Poster in English and Spanish. In addition, Contractor shall prominently display a copy of the applicable wage decision at the job site and the schedule of wage rates to be paid by the Contractor and all Subcontractors working under the Contractor.

1003 RATE AND FREQUENCY OF WAGES PAID

.1 The applicable Prevailing Wage Rate Schedule is set forth separately elsewhere in the Contract Documents. However, the Contractor is responsible for being familiar with and paying

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the applicable wage rates necessary to complete the Work, whether or not the applicable rates are attached.

.2 Weekly, the Contractor and all of its Subcontractors shall pay all workers, mechanics, and laborers according to the rates and classifications established in the Contract Documents.

1004 REPORTING WAGES PAID

.1 The Contractor and its Subcontractors who are performing work that is covered by Prevailing Wage shall furnish to the City, for each week during which workers are employed under the Contract, copies of the payroll records of all such workers. These payroll records shall contain information showing the name, social security number, and wage classification of each worker, the number of hours worked by each worker, the hourly rate of pay of each worker, the shift(s) and hours worked, the check number of funds paid for each worker, the itemized deductions made from the pay of each worker, and the gross and net amount of pay received by each worker for the week. Upon request, the Contractor shall provide other documentation deemed necessary by the City. All copies of the payroll records shall be accompanied by sworn statements of the Contractor and Subcontractors that: the copies are true and correct and are the payroll records of all mechanics, workers, and laborers employed under the Contract; the payments were made to the workers as stated in the payroll records; and no deductions were made other than those set forth in the payroll records.

.2 The original of these payroll records shall be transmitted to the City Auditor. If required by the City Auditor, the Contractor will submit certified payroll information electronically on a system specified by the Auditor at no cost to the City.

1005 FAILURE TO PAY PREVAILING WAGES

.1 No request for payment under the Contract will be approved unless the party presenting such pay request, or in whose behalf it is presented, has filed the reports and statements described in this Title, or while any such Contractor or any Subcontractor under it shall be in default in the payment of such wages as are required by these Contract Documents.

.2 If any laborer, mechanic, or worker employed by the Contractor or any Subcontractor to perform work under the Contract has been or is being paid less than the rate of wages required by the applicable Prevailing Wage Rate Schedule, the Manager may suspend or terminate the Contractor's right to proceed with the Work, or such part of the Work as to which there has been a failure to pay the said wages. In the event of termination, the City may prosecute the Work to completion by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any additional costs to the City. In addition, the Contractor may be subject to sanctions, penalties, or debarment."

SC-18 SURETY BONDS

General Condition 1501, SURETY BONDS, is hereby deleted in its entirety and replaced by the following:

"1. Payment and performance bonds must be issued by a corporate surety authorized to do business in the State of Colorado and approved by the Mayor, the DOTI Executive Director and the City Attorney.

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

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

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

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

SC-19 CONSTRUCTION INSPECTION BY THE CITY

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

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

2. The City's Building Inspection Division will perform building code compliance inspections for structures designed for human occupancy. It is the General Contractor's responsibility to schedule and obtain these inspections. If a code compliance inspection results in identification of a condition which will be at variance to the Contract Documents, the General Contractor shall immediately notify the Project Manager and confirm such notification with formal correspondence no later than twenty-four (24) hours after the occurrence.

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

SC-20 AUTHORITY OF INSPECTORS

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

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

SC-21 TERMINATION OF CONTRACT FOR CONVENIENCE OF THE CITY

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

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

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

   A. Stop work as specified in the notice;

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

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

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

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

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

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

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

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

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

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

(3) Retainage withheld for completed and accepted Work.

6. The acceptance of final payment as calculated above shall constitute a waiver of all Claims by the Contractor except those previously made in accordance with G.C. 1301 which have been separately identified by the Contractor as unsettled in the final Project Application for Payment.

7. The Manager may, from time to time, under such terms and conditions as the Manager may prescribe, authorize partial payments and payments against costs incurred by the Contractor for the terminated portion of the Contract, if it is estimated that the total of such payments will not exceed the amount to which the Contractor will be entitled. If the total of such payments is in excess of the amount to which the Contractor is entitled, the excess shall be payable by the Contractor to the City upon demand, together with interest computed pursuant to statute, for the period from the date the excess payment is received by the Contractor to the date the excess is repaid to the City.

8. The settlement for the Work performed shall not relieve the Contractor or its surety from responsibility for defective Work and/or materials on the completed portion of the Work nor for labor and materials or any other items as guaranteed by the surety bond or bonds.

9. The City shall be given full access to all books, correspondence, records, electronic files and data bases, and other materials of the Contractor relating to the Contract in order to determine the amounts to be paid on account of the termination of the

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

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

SC-22 SUBCONTRACTS

In accordance with General Contract Condition 501, SUBCONTRACTS, a limit of **___%** 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-23 DISPOSAL OF NON-HAZARDOUS WASTE AT DADS

In accordance with the Landfill Agreement made between the City and Waste Management of Colorado, Inc., Contractor will be required to haul dedicated loads (non-hazardous entire loads of waste) to the Denver-Arapahoe Disposal Site ("DADS") for disposal. DADS is located at Highway 30 and Hampden Avenue in Arapahoe County, Colorado. The City will pay all fees associated with such disposal however 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. §25-15-207, as amended from time to time, and includes construction debris, soil and asbestos. Contractors shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

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

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

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

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

SC-26 DEBARRED SUBCONTRACTORS PROHIBITED

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

SC-27 ATTORNEY'S FEES

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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 ($100.00) per hour of City Attorney time.

SC-29 CONTRACT DRAWING AND TECHNICAL SPECIFICATIONS ISSUED TO THE CONTRACTOR

General Condition 403.2 is hereby deleted in its entirety and replaced by the following:

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 City approved record drawings that accurate reflect the as built condition of the Project elements and Technical Specifications (.pdf format) 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-31 PROTECTION OF MUNICIPAL, PUBLIC OR PUBLIC UTILITY SYSTEMS

General Contract Condition 804.2 PROTECTION OF MUNICIPAL, PUBLIC SERVICE OR PUBLIC UTILITY SYSTEMS is hereby deleted in its entirety and replaced with the following:

The list that follows is not intended to be complete and all inclusive, but merely to identify the systems that Contractors encounter most frequently. The names of the listed organizations are subject to change from time to time. Refer to the Utility Contact Matrix reference in Contract Documents.

Utility Company **Address**	**Contact Name** **Email**	**Telephone**
AT&T 120 9th Avenue South Ste. 140 Nampa, Idaho 83687	J.T. Andrews JT@CWC64.COM	208-841-5093
Colfax Business Improvement District (BID) PO Box 18853	Mitch Freund mitch@colfaxave.com	303-832-2086 ext. 3

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Denver, CO 80218		
Comcast 1601 Mile High Stadium Circle Denver, CO 80204	Mike Kascak MIKE_KASCAK@CABLE.COMCAST.COM	720-445-2872
Crown Castle (CCFO) 116 Inverness Drive East, Suite 300 Englewood, CO 80112	Jared Slawter JARED.SLAWTER@CROWNCASTLE.COM DRFEOPS@crowncastle.com	719-896-0204
Denver Transportation & Infrastructure (DOTI) - Traffic 201 W Colfax Ave Denver, CO 80203	Josh Jones JOSHUA.JONES2@DENVERGOV.ORG	720-337-223
Denver Transportation & Infrastructure (DOTI) – Wastewater 201 W Colfax Ave Denver, CO 80203	Selena A.K Klosowski SELENA.KLOSOWSKI@DENVERGOV.ORG	720-337-223
Denver Water Department 1600 West 12th Ave. Denver, CO 80204	Katie Ross KATIE.ROSS@DENVERWATER.ORG Paul Peloquin Paul.Peloquin@denverwater.org	303-628-6589 303-628-6620
Lumen 5325 Zuni St, Room 728 Denver, CO 80221	Alejandro (Alex) Martinez almartinez@congruex.com	970-331-1888
Lumen National 5325 Zuni St, Room 728 Denver, CO 80221	Alejandro (Alex) Martinez almartinez@congruex.com	970-331-1888

Utility Company **Address**	**Contact Name** **Email**	**Telephone**
MCI 10000 Park Meadows Dr. Lone Tree, CO 80124	Lane Grady LANE.GRADY@VERIZON.COM Jimmy Dixon (Icon Fiber) jdixon@iconfiber.com	303-827-9756 918-510-0210
Regional Transportation District (RTD) 1560 Broadway Denver, CO 80202	J.P. Aftring Josepth.afring@rtd-denver.com	720-965-8293
Windstream Enterprise (Paetec) 9856 M Street Omaha, NE 68127	Mark Hussman MARK.HUSSMAN@WINDSTREAM.COM	402-827-6355
Xcel Energy	Builder's Call Line BCLCO@XCELENERGY.COM	800-628-2121
Xcel Energy – Electric 1123 W 3rd Ave	Nicole McKain (Matsuda) Nicole.Matsuda@xcelenergy.com	303-285-6517

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Denver, CO 80223		
Xcel Energy – Gas 1123 W 3rd Ave Denver, CO 80223	Nicole McKain (Matsuda) Nicole.Matsuda@xcelenergy.com	303-285-6517
Zayo 1805 29th St. Boulder CO 80301	James Black JAMESR.BLACK@ZAYO.COM zayo.relo.colorado@zayo.com Jimmy Dixon (Icon Fiber) jdixon@iconfiber.com	719-216-8508 918-510-0210

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Exhibit C

RTD DBE Contract Requirements

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DBE Contract Requirements

Civil Rights: Equal Employment Opportunity

and DBE Program Requirements

RFP/IFB

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DBE Contract Requirements – DBE Enclosure Checklist

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Enclosure 7	**DBE Unavailability Certification**
Enclosure 8	**Form E – Monthly DBE Participation and Payments Report**
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Enclosure 10	**Form F – Monthly Non-DBE Subcontractor Report**
Enclosure 11	**Form F-2 Monthly Non-DBE Subcontractor Payment Report**

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PART A

SPECIFIED FEDERAL REQUIREMENTS

The Contractor/Consultant shall perform its obligations and shall require each Subcontractor regardless of the tier to perform its respective obligations under the Contract and the Subcontract(s) in accordance with the following requirements. The Contractor shall insert this Part A, DBE Contract Requirements and all flown-down provisions as detailed in these DBE Contract Requirements into each Subcontract regardless of the tier.

1. APPLICABLE CIVIL RIGHTS REQUIREMENTS

1.1 CIVIL RIGHTS - EMPLOYMENT

Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity – RTD is an equal opportunity employer. The following equal employment opportunity requirements apply to the underlying Contract:

Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, (which implements Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, national origin, sex, or age. 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. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for

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reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

Contractor also agrees to include these requirements in each subcontract regardless of the tier financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

During the Performance of the Contract, the Contractor or Subcontractor:

(i) Will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability or age. The Contractor will ensure that equal employment opportunity is afforded to all applicants in recruitment and employment, and that employees are treated fairly, during employment, without regard to their race, color, religion, national origin, sex, disability or age. Such equal employment opportunity 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 setting forth provisions of this nondiscrimination clause.

(ii) 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, color, religion, national origin, sex, disability or age. The Contractor agrees to comply with any regulations promulgated by the EEOC, OFCCP, Department of Labor, Department of Justice; the Regional Transportation District, Colorado Revised Statutes and all other relevant state and local laws.

1.2 CIVIL RIGHTS IN FEDERAL CONTRACTING

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of the Contract. The Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of the Contract. Failure by the Contractor to carry out these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as RTD deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the Contractor from future bidding as non-responsible.

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PART B

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

1. DEFINITIONS

Unless the context requires otherwise, capitalized terms used in these DBE Contract Requirements shall have the meanings given to them in the Instructions to Proposers. However, if there is a conflict, the definitions in this section shall prevail. In addition, the following capitalized terms shall have the meanings set out below:

Bidder/Proposer means a firm or a person submitting a bid or proposal in response to a solicitation by RTD.

Contract Goal/DBE Goal means a goal determined by such factors as the type of work involved, the location of the work and the availability of DBEs for the work of the particular contract.

Contractor means any Project Contractor that subcontracts with a DBE for performance of the Work, as applicable.

Commercially Useful Function (CUF) occurs when a DBE firm is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved in substance as contemplated by the federal regulations codified at 49 CFR Part 26. The DBE firm must also be responsible for materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable) and paying for the materials itself. Additionally, for a DBE to be considered as performing a commercially useful function, a DBE must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force.

Disadvantaged Business Enterprise (DBE) means an entity that meets each of the following criteria:

(a) A firm that is at least 51% owned and controlled by one or more Socially and Economically Disadvantaged individuals or, in the case of a corporation, such individuals must own at least 51 percent of each class of voting stock outstanding and 51 percent of the aggregate of all stock outstanding; In the case of a partnership, 51 percent of each class of partnership interest must be owned by socially and economically disadvantaged individuals; In the case of a limited liability company, at least 51 percent of each class of member interest must be owned by socially and economically disadvantaged individual(s);

(i) Whose personal net worth does not exceed $1,320,000. The personal net worth excludes the equity of the eligible principal's primary residence and the equity of the eligible principal's applicant firm,

(ii) Whose average annual gross receipts over the previous 3 fiscal years cannot exceed $30.4 million (the cap on statutory gross receipts),

(iii) Who meets the ownership and control criteria as set forth under 49 CFR Part 26.

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(iv) Who meets the group membership criteria as defined under 49 CFR Part 26 or is able to prove social disadvantage,

(v) Whose firm is certified as a "Disadvantaged Business Enterprise" in the state's Unified Certification Program.

DBE Enclosures means the certificates and forms provided in the enclosures these DBE Contract Requirements.

DBE Liaison means a representative of the Contractor with direct and independent access to the Contractor's project manager and/or chief operating officer. This can be a collateral duty. The DBE Liaison has management responsibility for implementing, managing and reporting on achievement of the DBE Goals, ensuring compliance with 49 CFR Part 26, communicating to subcontracting businesses and developing supportive services activities at all tiers. The DBE Liaison is also responsible for serving as the point of contact with RTD's Small Business Opportunity Office for all reporting, submission of properly completed forms/documents, and for responding to any compliance related issues/matters.

DBE Plan means a required plan, prepared by or on behalf of the Contractor as required by RTD in the procurement documents that describes how the Contractor plans to satisfy requirements set forth in this Part B of the DBE Contract Requirements.

Small Business Opportunity Office or ***SBO*** means the RTD Department responsible for administering the DBE and SBE Programs.

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RTD

DBE PROGRAM POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

The Regional Transportation District (RTD) established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. RTD receives Federal financial assistance from the DOT, and as a condition of receiving this assistance, RTD signed assurances that it will comply with 49 CFR Part 26.

It is the policy of RTD to ensure that DBEs as defined in 49 CFR Part 26 have an equal opportunity to receive and participate in DOT assisted contracts. It is also RTD's policy:

1. To ensure nondiscrimination in the award and administration of DOT assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts; and
6. To assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.

Alexis Serrano Castro, Manager, Small Business Opportunity Office within the RTD's Civil Rights Division, is delegated the responsibility and designated as the RTD DBE Liaison Officer. In that capacity, **Alexis Serrano Castro is responsible for implementing and overseeing all aspects of RTD's DBE Program.** Implementation of RTD's DBE Program is accorded the same priority as compliance with all other legal obligations incurred by RTD in its financial assistance agreements with the DOT.

The Policy Statement is posted on the RTD website and included in its outside procurements/solicitations (i.e., Invitation for Bids and Requests for Quotes). RTD distributed this Policy Statement to DBE and non-DBE business communities that perform work pertaining to RTD's DOT–assisted contracts. The Policy Statement was faxed/mailed/e-mailed to all known DBE stakeholder organizations and associations who do or attempt to do business with RTD. A current list of recipients can be obtained by contacting the Civil Rights Division. All questions or related correspondence shall be directed to Alexis Serrano Castro, Small Business Opportunity Office Manager at 303.299.2072 or Carl Green Jr., Director, Civil Rights Division at 303.299.2370 or via mail at RTD Civil Rights Division, 1660 Blake Street, Blk-31 Denver, CO 80202.

Debra A. Johnson, General Manager and CEO

03.06.2023
Date

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2. OVERVIEW OF RTD'S DBE PROGRAM POLICY

RTD's policy is to ensure nondiscrimination in the award and administration of RTD's construction contracts, professional services contracts, and in the procurement of common goods and services. The Contractor shall comply with and implement requirements of RTD's DBE Program and 49 CFR Part 26 in the award and administration of contracts under this Agreement. Contractor shall not discriminate on the basis of race, color, religion, national origin, sex, age, or disability in the administration and performance of the Contract. The Contractor shall ensure that the nondiscrimination clause(s) found in Part A of this document as well as the flow-down provisions found in Section 4 of these DBE Contract Requirements are incorporated in all DBE subcontract agreements regardless of tier. It is RTD's intention to create a level playing field on which DBEs can compete fairly for federally funded contracts. Failure by the Contractor to comply with or implement these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as RTD deems necessary. These legal remedies may include but are not limited to: withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Contractor from future bidding as non-responsible (see 49 CFR Part 26.13). RTD's commitment to DBE Goals is not intended to and shall not be used as a justification to discriminate against any qualified company or group of companies.

Additionally, it is important to note and restate applicable requirements of DBE firms:

A. DBE size standards: The cap on statutory gross receipts of DBE firms eligible to participate in the program over the previous 3 fiscal years cannot exceed $30.4 million. This amount includes any affiliate businesses owned in whole or part by any applicant owner or stockholder regardless of their ownership interest.

B. The personal net worth of the eligible principal(s) must be less than $1,320,000 (on an individual basis) - excluding the equity of the eligible principal(s) primary residence and the equity of the eligible principal's firm. At least 51% of the owners/stockholders must meet the personal net worth criteria for the business to be eligible. Applicants cannot transfer ownership solely for the purpose of qualifying for the DBE Program. If it comes to RTD's attention, that there has been a transfer of an owner's assets, RTD may request the certifying authority under the Colorado UCP to evaluate transfers of ownership within the past two years to determine compliance with the personal net worth requirements. Additionally, the socially disadvantaged owner may be disqualified if there is evidence that he or she is not economically disadvantaged due to assets and resources that indicate an ability to accumulate substantial wealth based on specific factors, similar to those used by the Small Business Administration (SBA), that are set out in the DBE regulations. (see 49 CFR Part 26.67(b))

C. To count a DBE's participation toward the DBE Goal established for the Contract or the commitments to the percentage of certified DBE utilization made by the prime Contractor, the proposed DBE(s) must be certified as a DBE(s) with the City and County of Denver or CDOT (Colorado UCP) under the NAICS code that coincides with the scope of work that they will execute in the project. The DBE firm must be certified as a DBE and perform a Commercially Useful Function. Contractors should also be sure that the DBE is certified as

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of the date that RTD receives this bid/proposal unless some other time frame is required by the nature of the project delivery method, project duration or when the DBE is approved by RTD to be added to the Contractor's Schedule of Participation.

3. GENERAL REQUIREMENTS

A. DBE GOALS AND GOOD FAITH EFFORTS

i. Unless otherwise indicated in the Contract or an addendum to the Contract, for Invitations for Bids (IFB), the Contract will be awarded to the lowest responsive and responsible bidder. For Request for Proposals (RFP) with best value criteria, the Contract will be awarded to the responsive and responsible proposer or proposers who best meet the Evaluation Criteria, cost and other factors considered (including DBE Program requirements and DBE approach/strategy). A bidder/proposer who fails or refuses to complete and return the required enclosures to these DBE Contract Requirements will be deemed non-responsive. The specified DBE participation goal applies to all post selection negotiations. Contractor's commitment to the percentage of certified DBE utilization during the term of the Contract will be stated in the DBE Affidavit (Enclosure 1A). All extensions, amendments, change orders and options of the Contract are subject to review by RTD's SBO. The SBO may determine that a modification may impact Contractor's ability to comply with its initial commitment. However, a partial waiver of the DBE Goal will not be considered until the end of the Contract and the totality of Contractor's compliance efforts are assessed to determine its ability to comply with the initial commitment. The SBO will evaluate all decisions to self- perform scopes of work where DBE availability was present, yet not solicited, not utilized or disregarded.

ii) RTD has specified the DBE Goal on this project as found in Enclosure 1A - DBE Affidavit. Bidders/proposers must make adequate good faith efforts to meet this DBE Goal in order to be deemed as a responsive and responsible bidder. Award of the Contract will be conditioned on meeting the requirements of this section. 49 CFR Part 26.53 and Appendix A of 49 CFR Part 26 shall serve as the criteria for evaluating compliance with the good faith efforts requirements. Additionally, bidders/proposers are required to solicit the support and assistance of RTD's SBO if they are unable to meet the DBE participation goal assigned to the Contract. The bidders/proposers can meet this requirement in one of two ways:

iii) First, the bidder/proposer can meet the DBE participation goal assigned to the Contract by demonstrating and documenting their commitments for participation by DBEs for at least the total percentage of the DBE Goal assigned to the Contract, or a percentage that exceeds the goal for the project. 49 CFR Part 26.53 explains the procedures that recipients/agencies such as RTD should follow in this situation. For purposes of this section, RTD will only accept DBE(s) that are currently certified with the City and County of Denver or CDOT (Colorado UCP) under the NAICS code that coincides with the scope of work that they will execute in this project. All DBEs must be certified prior to the bid/proposal submission, except in a "design- build" or "turnkey" contracting situation or some on-call or task order contracts where RTD

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will explain its procedures in section 3 of this document. RTD requires that all bidders/proposers submit the following information to RTD, under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures:

a. The names and addresses of DBE firms that will participate in the Contract; (please include DBE current certification letters issued by the Colorado UCP);

b. Description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the Contract; (this is RTD Enclosure 2 – DBE Schedule of Participation and Enclosure 3 - DBE Letter of Intent, also please include DBE current certification letters issued by the Colorado UCP);

c. The dollar amount of the participation of each DBE firm participating; (This is included on RTD Enclosure 2 - DBE Schedule of Participation and Enclosure 3 - DBE Letter of Intent);

d. Written documentation of the bidder/proposer's commitment to use a DBE Subcontractor whose participation it submits to meet a contract goal; and (this is covered under RTD Enclosure 1A or 1B – DBE Affidavit as well as Enclosure 3 - DBE Letter of Intent);

e. Written confirmation from each listed DBE firm that it is participating in the Contract in the kind and amount of work provided in the bidders'/proposers' commitment. (This is included on RTD Enclosure 3 - DBE Letter of Intent).

iv) Second, if the bidder/proposer does not meet the DBE Goal or is able to only meet part of the DBE Goal, they must document adequate good faith efforts. Appendix A to 49 CFR part 26 clearly states, "this means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE Goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful." Additionally, 49 CFR Part 26.53 explains the good faith efforts procedures that recipients/agencies such as RTD should follow when a bidder/proposer does not meet the DBE Goal.

The following are a list of information that bidders/proposers must submit as proof of good faith efforts along with RTD Enclosure 6 – Disadvantaged Business Outreach and Enclosure 7 – DBE Unavailability Certification form. Bidders/proposers are expected to document adequate/sufficient good faith efforts to meet the DBE Goal.

The kinds of efforts that are considered demonstrative of a "good faith" effort include, but are not limited to, the following:

a. Whether the bidders/proposers solicited through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written

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notices) the interest of all certified DBEs who have the capability to perform the work of the Contract. The bidders/proposers must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidders/proposers must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

b. Whether the bidders/proposers selected portions of the work to be performed by DBEs in order to increase the likelihood that the DBE Goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

c. Whether the bidders/proposers provided interested DBEs with adequate information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.

d. Whether the bidders/proposers negotiated in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE Subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE Subcontractors and suppliers, so as to facilitate DBE participation. The fact that a bidder/proposer may perform 100% of the work with its own workforce is not sufficient justification to fail to negotiate with DBEs or not to meet the DBE participation goal assigned to a project.

e. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

f. Whether the bidders/proposers made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.

g. Whether the bidders/proposers made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

h. Whether the bidders/proposers effectively used the services of available minority/women community organizations, Contractors' groups and other organizations to provide assistance in the recruitment and placement of DBEs, including RTD's SBO.

i. Whether other bidders/proposers on the procurement met the DBE Goals and submitted an acceptable DBE Plan demonstrating compliance with the DBE Program requirements for a turnkey, multi-year design-build project, alternative delivery method contracts, other multi-year projects, On-Call or Task-Order projects.

j. Bidders/proposers are required to submit copies of each DBE and non-DBE

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Subcontractor quotes submitted to them when a non-DBE Subcontractor was selected over a DBE for work on the Contract so RTD SBO can review whether DBE prices were substantially higher; and contact the DBEs listed on a Contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts. A bidder/proposer will not be deemed to demonstrate good faith if it rejects a DBE simply because it is not the low bidder, or if it is unable to find a replacement DBE at the original price. It is important to note that a complete good faith efforts procedure is described under 49 C.F.R. §26.53 for further guidance and review.

v) All good faith efforts information must be complete and accurate and adequately documented by the bidders/proposers and shall be submitted with the bid/proposal.

To award a Contract to a bidder/proposer that has failed to meet the DBE Goal, the RTD SBO Manager will decide whether the Contractor made a "good faith effort" to actively, effectively and aggressively seek DBEs to meet those goals prior to bid/proposal submission and in its commitments as set forth in their Schedule of Participation or DBE Plan to continue its efforts to meet the DBE participation goals for subsequent phases of the project. Contractors are also responsible for collecting good faith efforts documentation of all major non-DBE Subcontractors/suppliers as part of their responsibility to implement the DBE Program. If, after reviewing the "good faith efforts" documentation submitted by the bidder/proposer, the RTD SBO Manager determines that good faith efforts were met, the Contract will be recommended for award to the responsive and or responsible bidder/proposer.

vi) If RTD determines that the apparent successful bidder/proposer has failed to meet the DBE Goal or make adequate/sufficient good faith efforts, before awarding the Contract, RTD will provide the bidder/proposer an opportunity for administrative reconsideration.

a. The bidder/proposer will be informed in writing that their submittal was deemed non-responsive to the DBE Contract Requirements and will not be considered for contract award. The bidder/proposer may appeal the decision of the RTD SBO Manager to the reconsideration official(s). If the bidder/proposer wishes to appeal, they must do so in writing to the RTD Director of Contracting and Procurement within 5 business days of being informed of the decision of the RTD SBO Manager that their submission was non-compliant. As part of this reconsideration, the bidder/proposer must have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so.

b. If the decision of the SBO Manager is appealed in writing, within the 5day submission window, the reconsideration official(s) will review the documentation initially submitted by the Contractor – and no other information under this Section to decide whether the DBE requirements have been satisfied

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through "good faith efforts". The reconsideration official will be a member of RTD staff who did not take part in the initial "good faith efforts" decision.

c. If the written appeal request is received after the 5 business day submission window, it will be disallowed and the determination of the RTD SBO Manager that the submission was non-compliant will stand.

d. The bidder/proposer will have the opportunity to meet in person with RTD's reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so.

e. If the reconsideration official(s) determines that "good faith efforts" were met, the Contract will be recommended for award to the Contractor. If the reconsideration official(s) determines that the Contractor has failed to meet the good faith effort requirements, the Contractor will be informed in writing. RTD will send the bidder/proposer a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so.

f. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

g. The reconsideration official will review the documentation initially submitted – and no other information - under this Section to decide whether the DBE requirements have been satisfied through good faith efforts.

B. MULTI-YEAR DESIGN BUILD AND OTHER ALTERNATIVE METHOD DBE (CMGC, CM AT RISK, ETC.) PROJECT REQUIREMENTS

In a design-build or other alternative delivery method procurement, the Bidder/Proposer must make the good faith efforts to meet or exceed the specified project DBE Goal at the time of bid or proposal submission. To be considered a responsive bidder/proposer, when a DBE Goal is specified for design-build and or other multi-year or other alternative delivery method procurement projects, a bidder/proposer must meet the goal referred to in the bid specification by committing to meet the DBE Goal for each phase of the design build or other alternative delivery method project process by specifically identifying certified DBE firms that will be performing services or providing supplies in the first year of the design/build or other alternative delivery method contract (in both the design and construction phases, as applicable) and DBE Contract Requirements enclosures or make a good faith effort to attain the goal. The documentation evidencing good faith efforts shall be submitted with the bid/proposal. At a minimum, the bidder/proposer must identify the value of both the design and construction services to be spent during the first year (unless a greater timeframe is specified/required) in the instructions to bidders/proposers. If awarded the Contract, the Contractor/consultant is required to make good faith efforts to fulfill their commitment to DBE participation/utilization throughout the duration of the Contract.

The bidder/proposer is also expected to submit a DBE Plan as described in Section 3 Part E of these DBE Contract Requirements explaining how the bidder/proposer intends to fulfill

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their DBE requirements and commitments throughout the duration of the Contract. Please also note that specific questions related to the DBE Plan will be placed in the Evaluation section and the DBE Plan will be evaluated.

The successful Contractor/consultant is expected to make good faith efforts to engage and utilize DBEs on an ongoing basis throughout the duration of the Contract and will be expected to revise and submit updated Enclosure 2 and Enclosure 3 on an as-needed basis. It should be noted that each time a Contractor adds a DBE to the project, the RTD SBO must review the DBE's certification with Colorado UCP to ensure that the NAICS code/s coincide/s with the scope of work that the DBE is expected to perform on the project. The DBE utilization/good faith efforts will be reviewed to determine if they are in compliance with 49 CFR Part 26 as well as the terms of these DBE Contract Requirements. Additionally, the successful Contractor/consultant is required to make good faith efforts to fulfill their initial commitment to DBE/s participation/utilization throughout the entire Contract duration.

C. OTHER MULTI-YEAR DBE PROJECT REQUIREMENTS

In other multi-year procurement with base contract scope and base contract value as well as optional scope of work and optional additional years of performance, the Bidder/Proposer must make the good faith efforts to meet or exceed the specified project DBE Goal at the time of bid or proposal submission. To be considered a responsive bidder/proposer, when a DBE Goal is specified for these types of multi-year projects, a bidder/proposer must meet the goal referred to in the bid specification by committing to meet the DBE Goal for the base contract value and the base scope of work, specifically identifying certified DBE firms that will be performing services or providing supplies within the allotted defined base contract and submit the DBE Contract Requirements enclosures or document its good faith efforts to attain the goal.

There are certain scope of work such as supply, staffing, and other similar service related scope of work that may be difficult for a bidder/proposer to anticipate what the total value of expenditures would be by the end of the project. Therefore, in these particular circumstances, the bidder/proposer should only specify the scope of work that the DBE/s will perform and they should not specify dollar values or make commitments to utilize DBEs for a specific contractual amount as it is not known at the time of the bid/proposal by the bidder/proposer what values will be associated with those scope of work. Therefore, the bidder/proposer should indicate 'to be determined/TBD' under the agreed price to be paid to the DBE/s.

The bidder/proposer is also expected to submit a DBE Plan as described in Section 3 Part E of these DBE Contract Requirements explaining how the bidder/proposer intends to fulfill their DBE requirements and commitments if the optional year/s and optional scopes of work are exercised/awarded in the future. Please also note that specific questions related to the DBE Plan will be placed in the Evaluation section and the DBE Plan will be evaluated.

The successful Contractor/consultant is expected to make good faith efforts to engage and utilize DBEs if any of the optional year/s and optional scopes of work are exercised/awarded and will be expected to revise and submit updated Enclosure 2 and

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Enclosure 3 with each optional year/s and each optional scopes of work that are exercised. It should be noted that each time a Contractor adds a DBE to the project, the RTD SBO must review the DBE's certification with Colorado UCP to ensure that the NAICS code/s coincide/s with the scope of work that the DBE is expected to perform on the project. Additionally, the DBE utilization/good faith efforts will be reviewed each time an optional year/s is exercised and each time optional scopes of work are awarded to determine if they are in compliance with 49 CFR Part 26 as well as the terms of these DBE Contract Requirements. The successful Contractor/consultant is required to make good faith efforts to fulfill their initial commitment to DBE/s participation/utilization throughout the entire Contract duration.

D. TASK ORDER OR ON-CALL DBE CONTRACT REQUIREMENTS

In a task order or on-call procurements, the bidder/proposer must make good faith efforts to meet or exceed the specified project DBE Goal at the time of bid or proposal submission. To be considered a responsive bidder/proposer, when a DBE Goal is specified for a task order or on-call project, a bidder/proposer is required to make good faith efforts to meet the DBE Goal identified in the bid solicitation by committing to meet the DBE Goal for the project and identifying some of the certified DBE firms that will be performing services or providing supplies for the initial projects that were identified in the RFP/IFB or documenting good faith efforts to attain the DBE Goal as referenced in section 3 of this document under 'General Requirements – DBE Goals and good faith efforts'. 49 CFR part 26.53 and Appendix A of 49 CFR part 26 shall serve as the criteria for evaluating compliance with the good faith efforts requirements. The documentation evidencing good faith efforts shall be submitted with the bid/proposal.

The bidder/proposer should only specify the scope of work that the DBE/s will perform in the project if RTD has determined and confirmed those specific initial tasks or projects will be awarded. Otherwise, if RTD cannot confirm that a particular task or project will be awarded, then the bidder/proposer should indicate 'to be determined/TBD' under the scope of work that the DBE/s will perform. The bidder/proposer should never specify dollar values or make commitments to utilize DBEs for a specific contractual amount on a task order or on-call projects as it is not known at the time of the bid/proposal by RTD which tasks or projects will be awarded and what values will be associated with those tasks. Therefore, the bidder/proposer should indicate 'to be determined/TBD' under the agreed price to be paid to DBE/s.

The bidder/proposer is required to submit a DBE Plan explaining how they will do outreach and engage DBEs, specific to each individual task, and describe how they intend to fulfill their DBE commitments throughout the life of the task order/on-call contract. Section 3 Part E of these DBE Contract Requirements shall serve as a guide of what a DBE Plan should include. Please note that your answers to specific questions related to the DBE Plan will be evaluated. The bidder/proposer must explain how they intend to fulfill their DBE requirements and commitments if any tasks are exercised/awarded in the future.

The successful Contractor/consultant is expected to make good faith efforts to engage and utilize DBEs if any of the tasks are exercised/awarded. They will also be expected to revise and submit updated Enclosures 2 and Enclosures 3 if DBEs are added to the project

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or if additional scope of work are assigned to the original DBEs on the project. It should be noted that each time a Contractor/consultant adds a DBE to the project, the RTD SBO must review the DBE's certification with Colorado UCP to ensure that the NAICS code/s coincide/s with the scope of work that the DBE is expected to perform on the project. All good faith efforts documentations for each task order must be submitted to RTD and will be reviewed on each task awarded to determine if they are in compliance with 49 CFR Part 26 and terms of these DBE Contract Requirements. Additionally, the Contractor/consultant is required to make good faith efforts to fulfill their initial commitment to DBE/s participation/utilization throughout the entire Contract duration.

E. DBE PLAN

The DBE Plan is the Proposer's written approach and strategy to the overall administration of their DBE commitment on this project (including the expectations of the lower tier DBE Subcontractors). Proposers will be required on all turnkey, Multi-Year Design/Build projects, Alternative Delivery Method projects, other Multi-Year projects, On-Call or Task-Order Contracts as well as other specified projects to submit a comprehensive detailed DBE Plan with their proposal. The DBE Plan is subject to the RTD's SBO's approval and must comply with several provisions as defined under 49 CFR Part 26 requirements. The DBE Plan must minimally incorporate the first two years of the Contract and will be required to cover each phase (i.e. design and construction phases, base contract) of the project.

If the proposer is selected, upon the successful Contractor/Consultant will be required to formalize and use as basis the proposed DBE plan submitted with their RFP to implement their official DBE Plan upon Notice to Proceed from RTD. The DBE Plan must be reviewed and approved by the RTD SBO. Thereafter, the Contractor/Consultant is required to prepare and submit to the SBO an updated DBE Plan, on an annual basis throughout the project duration.

As it relates to the Proposer/Contractor, the DBE Plan should be innovative and comprehensive and include the following program fundamentals listed below. It should be noted that the following is not an exhausted list as creativity, diversity and originality may cause change within the plan.

i. Submitting their overall subcontracting process and program including how they will communicate and coordinate the scheduling with the DBEs;
ii. Describing how DBE participation will be solicited and incorporated into the proposer's overall procurement process;
iii. Describing the DBE project goal and the proposer's DBE commitment/utilization;
iv. Promoting a level playing field and non-discrimination, by providing an open and transparent process;
v. Identifying how the Contractor's/Consultant's DBE Liaison Officer/Compliance Officer/Diversity Manager, etc. will be incorporated into the procurement process;
vi. Incorporating mandatory federal non-discrimination clauses into each subcontract regardless of the tier (Must include the entire clauses included in Part A of these DBE Contract Requirements and cannot simply be a reference to another document);
vii. Describing a positive approach to business initiatives, support services, bonding assistance, mentoring programs, joint ventures, etc.;

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viii. Defining Good Faith Efforts requirements and evaluation criteria for post award solicitation process;
ix. Identifying the DBE Plan Annual Update Process;
x. Describing the debriefing process, how bid selections are made and keeping record of each;
xi. Describing the prompt payment and release of retainage provisions and ensure compliance with RTD requirements regardless of tier;
xii. Describing compliance with the removal, replacement, substitution and termination of DBEs as it relates to 49 CFR Part 26.53 (f) and the commitment to not include termination for convenience clauses in any subcontract agreements, regardless of the tier, as this is inconsistent with federal regulations;
xiii. Ensuring that the DBE Plan is Signed and dated by the Contractor/Consultant; and
xiv. Describing the monthly reporting relationship with RTD's SBO and compliance with overall reporting requirements.

F. CONTRACTOR'S/CONSULTANT'S DBE LIAISON OFFICER/COMPLIANCE OFFICER/DIVERSITY MANAGER/COMPLIANCE MANAGER, ETC.

On a Turnkey Multi-year project such as Design Build and other Alternative Delivery Method projects or other larger projects, RTD will require in the RFP that a Contractor designate a DBE Liaison/ Compliance Manager, etc. or such other title as designated by the Contractor. In lower value or shorter duration contracts, the DBE Liaison's/ Compliance Manager's, etc., duties may be a collateral responsibility. The DBE Liaison / Compliance Manager, etc. shall be responsible for the following:

i. Day-to-day operational components of the DBE Program;
ii. Effectively responding to and reporting to the RTD SBO on the status of any DBE Contractor/supplier;
iii. Submitting executed DBE subcontracts/purchase orders and any subsequent material amendments thereto to the SBO within thirty (30) days of the Subcontractor Agreement Execution. No DBE should commence any work or provide any material/supply without an executed subcontract/purchase order;
iv. Submitting a written monthly report detailing the activities and documentation of good faith efforts of the previous month;
v. Interfacing with RTD SBO regarding DBEs issues and obtaining approvals for all DBE replacements, substitutions or terminations;
vi. Preparing, completing and submitting all required compliance documentation, inclusive of subcontract agreements, schedule of participation enclosure, monthly payment form (Form E); as well as submitting DBE Participation Reports;
vii. Ensuring that all DBE subcontracts regardless of tier include flow-down provisions as described in the DBE Contract Requirements which contains: non- discrimination clause, prompt payment provisions, termination/substitution/replacement/reduction of scope, changes, etc.; \
viii. Carrying out or implementing technical assistance activities;

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ix. Implementing, managing and reporting on attainment of the DBE Goal/commitment, communicating subcontracting opportunities and supportive services activity at all tiers, ensuring compliance with the non-discrimination provisions and the affirmative action and equal employment opportunity provisions;

x. Monitoring lower tier Subcontractors and suppliers to ensure that they comply with the DBE Program requirements and the DBE Plan submitted by the prime Contractor/Consultant; and

xi. Scheduling monthly meetings between the Contractor and SBO if deemed necessary to provide status updates and address goal attainment, issues or concerns.

G. COUNTING DBE PARTICIPATION

RTD will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55

The DBE Goal applies to the total value of all work performed under the Contract which includes the value of all change orders, amendments and modifications. Any partial waiver determination will be made at or near the conclusion of the Contract when the totality of the circumstances can be taken into consideration and Contractor's efforts can be objectively evaluated. To count DBE participation toward the DBE Goal established for the Contract, the proposed DBE(s) must be certified as a DBE(s) with the City and County of Denver or Colorado Department of Transportation (Colorado UCP) under the appropriate NAICS code that coincides with the scope of work that they will execute on the project/contract. Additionally, the DBE firm must be certified as a DBE and perform a Commercially Useful Function as defined in theseDBE Contract Requirements. DBE certification does not, however, constitute a representation or warranty by RTD as to the qualification of any listed firm. In accordance with 49 CFR Part 26, RTD will require the total DBE participation commitment to be achieved in accordance with the following:

(a) When a DBE participates in a contract, only the value of the work actually performed by the DBE counts toward DBE Goals.

(1) RTD will count the entire amount of that portion of a construction contract that is performed by the DBE's own forces. That includes the cost of supplies and materials obtained by the DBE for the work of the Contract, any supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE Subcontractor purchases or leases from the prime Contractor or its affiliate);

(2) RTD will count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of the Contract toward DBE Goals, if RTD determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(3) RTD will count DBE work performed by DBE Prime Contractors for self-performance toward meeting the DBE Goal, only for the scope of work that they

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are certified in as a DBE and at a percentage level they will be actually performing themselves with their own forces;

(4) Work actually performed by DBEs is deemed to include the cost of materials and supplies purchased and equipment leased by the DBE from non-DBE sources. Work subcontracted can only count if the subcontractor is another eligible DBE;

(5) When a DBE performs as a participant in a joint venture, RTD will count a portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the work of the Contract that the DBE performs with its own forces toward DBE Goals;

(6) RTD will count expenditures to a DBE Contractor toward DBE Goals only if the DBE is performing a Commercially Useful Function on that contract;

(7) A DBE performs a Commercially Useful Function when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a Commercially Useful Function, the DBE must also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a Commercially Useful Function, RTD must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

(8) Each DBE must perform a Commercially Useful Function to be counted toward the DBE Goal and at least 30% of the work must be performed by a DBE of the total cost of its contract for the DBE to be presumed to be performing a Commercially Useful Function;

(9) A DBE does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, RTD will examine similar transactions, particularly those in which DBEs do not participate.

(10) When a DBE is presumed not to be performing a Commercially Useful Function, the DBE may present evidence to rebut this presumption. You may determine that the firm is performing a Commercially Useful Function given the type of work involved and normal industry practices.

(b) Use the following factors in determining whether a DBE trucking company is performing a Commercially Useful Function:

(1) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE Goals.

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(2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Contract.

(3) The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.

(4) The DBE may also lease trucks from non-DBE firms. RTD uses the option that permits limited DBE credit to be obtained for the use of trucks leased from non DBE sources. This option permits counting of credit for the use of non-DBE trucks not to exceed the value of transportation services on the Contract provided by DBE trucks. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the Contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.

(5) The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

(6) A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

(c) Count expenditures with DBEs for materials or supplies toward DBE Goals as provided in the following:

(1) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the scope of work/specifications.

(2) If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE Goals. For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

(3) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

(4) Manufactures' representatives, brokers, packagers or other persons who arrange or expedite transactions are not regular dealers and shall be counted in the same manner as brokers; and

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(5) In utilizing the DBE participation of a Broker, only the bona fide fees and or commissions earned by them for their performance of a Commercially Useful Function will count toward meeting the project goals. The Proposer must separate the bona fide brokerage fees and or commissions from the actual cost of the supplies or materials provided to determine the actual dollar amount of participation that can be counted towards meeting the goal.

(d) RTD will not count DBE participation towards the RTD's overall triennial goal for any dollar value of work performed under a contract with a DBE firm after it loses its DBE certification with the Colorado UCP.

(e) RTD will not count the participation of a DBE subcontractor toward a Contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

H. **JOINT VENTURES**

i. For purposes of this document, a Joint Venture is an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the Contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

ii. RTD will count toward its DBE Goal a portion of the total dollar value of a contract with a joint venture equal to the distinct, clearly defined portion of the work of the Contract that the DBE performs with its own forces toward the DBE Goal(s) and such services/supplies/NAICS codes are approved for DBE participation credit. The joint venture agreement MUST specify the services, dollar value, reporting structure and details of the DBEs' performance requirements associated with the percentage of the joint venture ownership.

4. FLOW-DOWN PROVISIONS

While no subcontractor will be considered a third-party beneficiary to the Contract between RTD and the prime Contractor, RTD considers all subcontractors of every tier to be agents of the Contractor. Therefore, every Contractor of every tier will be held to all the requirements of the Contract. With that understanding, the Contractor is well advised to conform all subcontracts to the terms and conditions found in the RTD Contract. Also, it would be wise to make the RTD Contract available to all subcontractors wanting to review it. At the very least, the Contractor must include the following provisions in their subcontract agreements with their DBE subcontractors as well as ensure that all tiered-subcontractors comply with and insert the provisions of Part A - the Non-discrimination clause, 5-7**, Prompt Payment provisions;** 8**., Joint Check Utilization;** 9**., DBE**

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Removal/Termination/Substitution/Reduction of Scope provisions; and 10**., Changes.**

The Contractor will be required to submit to the RTD Small Business Opportunity Office all DBE subcontracts/purchase orders within 30 days of the execution of its contract with RTD or issuance of the notice to proceed (whichever occurs first). Throughout any contract or after the award of any RTD contract, including the Contract, if the Contractor makes good faith efforts and engages or subcontracts with additional DBEs, the Contractor must get approval from RTD if the Contractor intends to count DBE participation from those additional DBEs. To count DBE participation toward the goal established for the Contract or commitments made by the Contractor for DBE utilization, the RTD SBO must ensure that those additional DBEs are properly certified as a DBE(s) with the City and County of Denver or CDOT under the appropriate NAICS code that coincides with the scope of work that they will execute on the project/contract. Notwithstanding, RTD SBO shall also request any appropriate documents it deems necessary including subcontract agreements for review. The Contractor shall ensure that this information flows down to all tier Contractors that intends to subcontract or subcontracts with DBEs.

5. PROMPT PAYMENT OF DBE SUBCONTRACTORS

The Contractor agrees that:

i) It shall pay its DBE subcontractor(s) any undisputed amounts for the satisfactory performance of the subcontractor's work within 30 days of the Contractor's receipt of the subcontractor's invoice, regardless of whether RTD has paid the Contractor for such invoice;

ii)Its approval of DBE subcontractor invoices shall not be unreasonably delayed, and it shall approve or reject invoices with written notice of deficiency or dispute to the payee DBE subcontractor within ten days of the Contractor's receipt of invoice;

iii) Within 30 days after a DBE subcontractor's work has been satisfactorily completed and accepted by the Contractor or by RTD's Project Manager, whichever is earlier, the Contractor shall make full payment to the subcontractor of any retainage the Contractor has kept related to such work, unless a claim is filed against the subcontractor related to such work. In the case of a dispute regarding satisfactory completion between a Contractor and its subcontractor, within the first ten (10) days after work has been completed, the Contractor must notify RTD in writing of the dispute; RTD, in its sole discretion, shall review the dispute submitted and make a final determination with respect to whether the work was satisfactorily completed.

iv)Failure to comply with the above may give RTD just cause to impose one or more of the ollowing penalties, until the required payment(s) to the Contractor's DBE subcontractor(s) is satisfied, unless RTD has given prior written approval to the Contractor for the delay or postponement of payment(s): (1) withhold payments to the Contractor; (2) assess sanctions against the Contractor; (3) assess the DBE subcontractor's indirect or consequential damages against the Contractor; (4) disqualify the Contractor from future bidding on RTD contracts *as non-responsible*; (5) enforce the payment bond against the Contractor; (6) pay the DBE subcontractor(s) directly and deduct this amount from any retainage owed to the Contractor; (7)

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provide notice of default to the Contractor, stating the potential for termination or suspension of the Contract, in whole or in part; or (8) issue a stop-work order until the DBE subcontractor(s) is paid, which order shall constitute an unauthorized delay under the Contract that could result in liquidated damages against the Contractor. Unless approved by RTD, the Contractor's failure to comply with this Section is a material breach of the Contract;

v) It shall ensure that tiered subcontractors comply with this Section and that they insert provisions (i), (ii), and (iii) of this Section into all lower-tiered subcontractor agreements with DBE firms; and

vi) On a monthly basis, it shall submit a report of its payments to its DBE subcontractors, using Form E, and a report of its payments to its non-DBE subcontractors, using Form F. The Contractor shall ensure that its DBE subcontractors at every tier submit a monthly report of their receipt of payments from the Contractor, using Form E-2, and that its non-DBE subcontractors at every tier submit a monthly report of their receipt of payments from the Contractor, using Form F-2. All report forms are attached to the Contract and shall be submitted to the RTD Small Business Opportunity Office, 1660 Blake St. – BLK-31, Denver, Colorado 80202 or by email to RTD SBO's designated compliance officer for the Contract.

6. PROMPT PAYMENT OF NON-DBE SUBCONTRACTORS

The Contractor agrees that:

i) It shall pay its subcontractor(s) any undisputed amounts for the satisfactory performance of their Work within seven days of the Contractor's receipt of payment from RTD for such Work;

ii) Within 30 days after a subcontractor's Work has been satisfactorily completed and accepted by RTD's Project Manager or by the Contractor, whichever is earlier, the Contractor shall make full payment to the subcontractor of any retainage the Contractor has kept related to such subcontractor's Work, unless a claim is filed against the subcontractor related to such Work;

iii) For purposes of this Section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by RTD. When RTD has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

iv) Failure to comply with the above may give RTD just cause to impose one or more of the following penalties, until the required payment(s) to the Contractor's subcontractor(s) is satisfied, unless RTD has given prior written approval to the Contractor for the delay or postponement of payment(s): (1) withhold payments to the Contractor; (2) assess sanctions against the Contractor; (3) assess the subcontractor's indirect or consequential damages against the Contractor; (4) disqualify the Contractor from future bidding on RTD contracts as non-responsible;

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(5) enforce the payment bond against the Contractor; (6) pay the subcontractor(s) directly and deduct this amount from any retainage owed to the Contractor; (7) provide notice of default to the Contractor, stating the potential for termination or suspension of the Contract, in whole or in part; or (8) issue a stop-work order until the subcontractor(s) is paid, which order shall constitute an unauthorized delay under the Contract that could result in liquidated damages against the Contractor. Unless approved by RTD, the Contractor's failure to comply with this Section is a material breach of the Contract;

v) It shall ensure that tiered subcontractors comply with this Section and that they insert provisions (i) and (ii) of this Section into all lower-tiered subcontractor agreements; and

vi) On a monthly basis, it shall submit a report of its payments to its non-DBE subcontractors, using Form F. The Contractor shall ensure that its non-DBE subcontractors at every tier submit a monthly report of their receipt of payments from the Contractor, using Form F-2. All report forms are attached to the Contract and shall be submitted to the RTD Small Business Opportunity Office, 1660 Blake St. – BLK- 31, Denver, Colorado 80202 or by email to RTD SBO's designated compliance officer for the Contract.

For federally funded contracts with a DBE Goal, see the DBE Contract Requirements' provisions on prompt payment of DBE subcontractors, which include monthly reporting requirements. The DBE Contract Requirements shall control in the event of a conflict with this Section.

7. PROMPT PAYMENT MONITORING, COMPLAINTS, AND DISPUTE RESOLUTION PROCEDURES

This document describes RTD's process for monitoring compliance with prompt payment requirements and investigating prompt payment complaints by DBE and non-DBE subcontractors on RTD federally funded projects, as well as subrecipient contracts.

RTD implements and carries out appropriate mechanisms to ensure compliance with 49 CFR Part 26 program requirements by all program participants, including prompt payment, and describes and sets forth these mechanisms in RTD's DBE Program. RTD includes prompt payment and release of retainage provisions in every federally funded contract, including subrecipient contracts. Additionally, every federally funded contract executed by RTD or its subrecipients that has a DBE Goal incorporates a *'DBE Contract Requirements'* document that requires Contractors and subcontractors at every tier to comply with flow-down provisions, which include, but are not limited to Non-discrimination, Prompt Payment, DBE Removal/Termination/Substitution/ Reduction of Scope, etc. Failure by the Contractor to comply with or implement these requirements is a material breach of the Contract, which may result in the termination of the Contract and/or other remedies as RTD deems necessary. These legal remedies include, but are not limited to withholding monthly progress payments, assessing sanctions, liquidated damages, and/or

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disqualifying the Contractor from future bidding as a non- responsible Contractor (see 49 CFR Part 26.13).

RTD is well aware that prompt payment and release of retainage concerns are prevalent in contracting and that subcontractors are usually affected and impacted significantly as a result of prompt payment issues. Therefore, RTD commits to thoroughly investigating and finding ways and means to resolve prompt payment concerns and to ensuring that subcontractors are treated fairly and paid promptly.

Monitoring

RTD undertakes ongoing monitoring of Contractors' payments to subcontractors, at every tier, over the course of any covered contract through the following methods. However, in the case of subrecipient contracts, RTD and its subrecipients may agree on alternative methods/mechanisms or an established approach that is effective and is in accordance with RTD's process.

i) After execution of a federally funded contract by RTD or its subrecipients, on a monthly basis RTD receives, as applicable:

- a report from the Contractor of its payments to DBE subcontractors, using the DBE Participation Report (Form E);
- a report from the Contractor of its payments to non-DBE subcontractors, using the Non-DBE Subcontractor Payment Report (Form F);
- a report from DBE subcontractors at every tier of their receipt of payments from the Contractor or subcontractors, using the DBE/SBE Subcontractor Monthly Report (Form E-2); and
- a report from non-DBE subcontractors at every tier of their receipt of payments from the Contractor or subcontractors, using the Subcontractor Monthly Report (Form F-2).

ii) RTD reviews the contract payments to determine whether the actual amounts paid to subcontractors were equal to the amounts reported by the Contractor.

iii) Subcontractors are encouraged to report any issues pertaining to prompt payment or release of retainage on Forms E-2 and F-2.

iv) Subcontractors are also encouraged to report any issues pertaining to prompt payment or release of retainage directly to the appropriate RTD Compliance Officer, RTD Small Business Opportunity Office Manager, and/or RTD Senior Manager of Civil Rights Division/DBELO via email, phone call, or any method they deem necessary.

v) RTD follows up with Contractors by phone and/or email on the status of outstanding payments due to subcontractors, reiterating the prompt payment provisions. RTD

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requires Contractors to send confirmation when such outstanding payments have been made. RTD also communicates with the unpaid subcontractors to assure them RTD is monitoring the status of their invoices and to gather additional information.

vi) RTD requests and collects final lien waivers and final Forms E-2 and F-2 from subcontractors to ensure release of retainage to subcontractors.

Complaints and Dispute Resolution

Subcontractors are encouraged to try to resolve any issues pertaining to prompt payment or release of retainage directly with the Contractor (and any involved higher-tier subcontractor(s)). If such resolution is not possible, RTD may utilize the following approach when receiving a complaint from a subcontractor regarding issues pertaining to prompt payment or release of retainage:

i) Contact the subcontractor directly to understand, validate, and collect all the applicable data associated with the complaint, which may include outstanding invoices, how long the invoices have been outstanding, steps taken by the subcontractor thus far to resolve the issues and/or obtain payment before reaching out to RTD, and any other relevant information. If such communication takes place, RTD should inform the subcontractor of its rights to file a claim against the Contractor's bond or to file a verified statement of claim with RTD and the process required to pursue the claim should there be no resolution of the complaint under these procedures.

ii) Contact the RTD Project Manager and the Contractor (and any involved higher-tier subcontractor(s)) to discuss the complaint and request all information deemed necessary to understand the nature of the complaint and to determine steps that may be taken to address the concern. RTD should remind the Contractor of potential enforcement actions for non-compliance with the prompt payment or release of retainage provisions per the Contract with RTD.

iii) Contact the subcontractor again to discuss the complaint in light of the information gathered from the RTD Project Manager and/or the Contractor (and any involved higher-tier subcontractor(s)).

iv) If deemed necessary, contact the pertinent RTD Purchasing Agent and/or RTD attorney and present all of the facts and issues relevant to the complaint.

v) Request separate meetings with the subcontractor and the Contractor (and any involved higher-tier subcontractor(s)) with or without the RTD Purchasing Agent and/or the RTD attorney.

vi) Host an internal meeting with all the appropriate RTD stakeholders to discuss the matter.

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vii) Conduct a settlement mediation with both the subcontractor and Contractor (and any involved higher-tier subcontractor(s)) present, with or without the RTD Purchasing Agent and/or RTD attorney.

viii) If settlement cannot be achieved, then within five business days of completion of the unsuccessful mediation RTD shall establish a Dispute Resolution Panel of three RTD personnel, with one from the Small Business Opportunity Office (or Capital Programs), one from Contracts & Procurement, and one from the Office of the General Counsel ("Panel"). This Panel will conduct a hearing on the matter with the subcontractor, the Contractor, and any involved higher-tier subcontractor(s) presenting evidence and arguments in an informal setting, but as controlled by the RTD attorney. The hearing shall begin within 30 days of the Panel being established.

ix) At the hearing, the Contractor, the subcontractor, and any involved higher-tier subcontractor(s) will be required to address all outstanding issues and concerns that any of them may have, even if not directly related to the complaint. These may include, but are not limited to, discrepancies on invoice amounts, work not accepted, incomplete work, differing site conditions, delays, work inefficiencies, and any other matter that involves the parties at the hearing. Any party asserting a complaint, issue, or concern must present evidence.

x) The Panel is empowered to interpret and enforce the Contract. It also is the trier of fact and can weigh the evidence, including witness credibility, to arrive at a binding determination. Such determinations of fact and law shall be by clear and convincing evidence. (Clear and convincing evidence is evidence indicating that the thing to be proved is highly probable or reasonably certain, a higher standard than preponderance of the evidence.) The findings and determinations of the Panel need only be by majority; they do not need to be unanimous.

xi) By participating in the hearing, the subcontractor, the Contractor, and any involved higher-tier subcontractor(s) agree to be bound by the Panel's findings and determinations, with one exception listed in subsection (xv) below.

xii) The Panel may find that the Contractor has not complied with the Contract's prompt payment or release of retainage requirements and determine that the Contractor owes payment to the subcontractor. The Panel also may order any of the following actions by RTD:

a. withhold payments to the Contractor until the Contractor and/or higher-tier subcontractor(s) pay the full amount owed to the subcontractor;

b. assess sanctions against the Contractor;

c. assess the subcontractor's indirect or consequential damages against the Contractor;

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d. disqualify the Contractor from future bidding on RTD contracts as non-responsible;

e. work with the subcontractor to enforce any pertinent payment bond;

f. pay the subcontractor directly and deduct the amount from any retainage or monies owed by RTD to the Contractor;

g. provide notice of default to the Contractor, stating the potential for termination or suspension of the Contract, in whole or in part; and/or

h. issue a stop-work order until the subcontractor is paid, which order shall constitute an unauthorized delay under the Contract that could result in liquidated damages against the Contractor.

Should the Panel determine that it cannot make findings by clear and convincing evidence, or that RTD has a conflict of interest in the determination of the issues presented, the Panel shall rule that the Contractor, any higher-tier subcontractors, and the subcontractor should resolve the matter in the State District Court for the City and County of Denver, independent of RTD. Following this determination by the Panel, if requested by one or more of the parties, any of the Panel members can meet with any of the parties to explain what was perceived by the Panel as a lack of evidence, lack of proof, etc.

If requested, one or more Panel members can supervise a mediation of the involved parties to once again attempt to settle the issues presented. The determination of the Panel is binding on the parties and cannot be appealed. However, either party may file an action in the State District Court for the City and County of Denver to overrule the Panel's findings, but only if the plaintiff can prove by clear and convincing evidence that the Panel had discriminatory bias, that the Panel's ruling was arbitrary and capricious, or that RTD had a conflict of interest that would not allow a fair determination of the issues presented.

8. JOINT CHECK UTILIZATION

A joint check is a two-party check between a DBE, a prime Contractor and a regular dealer of materials/supplies. All joint check arrangements with DBE subcontractors must be pre-approved by the RTD SBO and must strictly adhere to the joint check requirements set forth in USDOT guidance regarding same. At a minimum, the request must be initiated by the DBE to remedy a financial hardship for a specific period of time. There are monthly reporting requirements that must be complied with in order to receive DBE participation credit. The SBO will closely monitor the use of joint checks to ensure that the independence of the DBE firm is not compromised. Joint check usage will not be approved merely for the convenience of the prime Contractor. Please note, if Joint Checks are applicable, monthly reporting as defined by the RTD SBO will also be required.

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9. DBE REMOVAL/TERMINATION/SUBSTITUTION/REDUCTION OF SCOPE FROM CONTRACT

A Contractor must have good cause to remove/terminate/substitute/replace a DBE subcontractor and such removal/termination/substitution requires the consent and approval of RTD's SBO. This section also includes reductions to the DBE scope of services and/or commitment values. No DBE subcontract agreement may contain a "termination for convenience" clause/provision because any termination for convenience provision/clause is contrary to the objectives of this part and the objectives of 49 CFR Part 26. To initiate the termination, substitution, removal or replacement process with a DBE subcontractor/supplier (regardless of the tier), the Contractor or lower tier contractor/subcontractor must do the following:

i) Before transmitting to RTD's SBO its request to terminate and/or substitute a DBE subcontractor, the Contractor must give notice in writing to the DBE subcontractor and notify RTD SBO of such notice. The notice must include its request to terminate and/or substitute, replace and/or remove the DBE, the reason for the request and all documentation to support its claim. The Contractor must submit a copy of the notice and support documentation to RTD's SBO at the time the original letter is sent to the DBE subcontractor;

ii) The Contractor must give the DBE subcontractor five (5) business days to respond to the notice and provide the RTD SBO with reasons, if any, why it objects to the proposed termination of its DBE subcontract and why the SBO should not consent the Contractor's action;

iii) RTD's SBO will then assess all pertinent/applicable documentation conduct interviews and site visits if necessary, and host meetings if deemed necessary to ensure a thorough review. The Contractor carries the burden of proof to demonstrate good cause for the termination and/or substitution;

iv) If RTD's SBO determines the Contractor has good cause to terminate the DBE firm, the SBO will provide written consent of DBE removal and the requirements to substitute work to another DBE firm. If RTD's SBO finds that good cause does not exist to terminate the DBE firm, the SBO will provide a written denial of the request to terminate/replace the DBE subcontractor and will immediately request a corrective action plan from the Contractor. Please note that if a Contractor elects to terminate, substitute and or reduce the scope of work initially committed to a DBE subcontractor without the approval or consent of the RTD SBO, this constitutes a material breach of a contract, which may result in the termination of the Contract or such other remedy as the RTD deems necessary as set forth under 49 C.F.R. §26.13. These legal remedies may include, but is not limited to: withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Contractor from future bidding as non-responsible.

v) For purposes of good cause to remove, replace, or terminate a DBE subcontractor, the following circumstances should exist: (1) failure or refusal by the DBE subcontractor to execute a written contract without good cause, (2) failure or refusal by the DBE subcontractor to perform the work of its subcontract in a way consistent with normal industry practice and the Contractor has not acted in bad faith, (3) failure by the DBE subcontractor to meet the Contractor's reasonable bonding or insurance requirements, (4)

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insolvency, bankruptcy or credit unworthiness by the DBE subcontractor that creates a risk for the Contract, (5) ineligibility by the DBE subcontractor to work on public works project because of suspension or debarment proceedings, (6) a determination by RTD that the DBE is not a responsible Contractor, (7) voluntary withdrawal from the project by written notification that has been verified, (8) ineligibility to receive DBE participation credit for the type of work to be performed, (9) other documented good cause that compels the replacement of the DBE.

vi) When a DBE subcontractor is terminated with the approval of RTD SBO, or fails to complete its work on the Contract for any reason, Contractors are required to make good faith efforts to find another DBE subcontractor to substitute for the original DBE.

vii) Contractors must show that it took all necessary and reasonable steps to find another DBE subcontractor to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal RTD SBO has established for this project and or commitments made by the Contractor for DBE utilization/participation. 49 CFR Part 26.53 shall serve as the criteria for evaluating compliance with the good faith efforts requirements. Additionally, Contractors are required to solicit the support and assistance of RTD's SBO if they are unable to meet the DBE Goal/DBE commitment on the Contract.

viii) The good faith efforts shall be documented by the Contractor. If RTD SBO requests documentation under this provision, the Contractor shall submit the documentation to RTD SBO designated Compliance Officer within 7 days, which may be extended for an additional 7 days if necessary at the request of the Contractor, and RTD SBO shall provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

ix) Contractors are required to comply with Good Faith Efforts procedures as defined under 49 CFR Part 26.53 and detailed under these DBE Contract Requirements. Contractors are required to comply with this section of the DBE requirements or any DBE program requirements and failure by the Contractor to carry out the requirements of this part as they administer the Contract is a material breach of contract, which may result in the termination of the Contract or such other remedy as RTD deems necessary as set forth under 49 C.F.R. §26.13. The legal remedies include, but is not limited to: withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Contractor from future bidding as non-responsible.

The Contractor shall ensure that DBE tiered subcontractors comply with this Section and insert the provisions of this Section into all DBE lower tiered subcontractor agreements, regardless of their certification status.

10. CHANGES

i) The DBE participation goal shall apply to the performance/dollar value of all obligations under the Contract, including any Changes, Modifications, Amendments and Change Orders whether initiated by the Contractor or RTD. Post award requests for partial waivers may be considered by RTD's SBO, but a final determination shall not be rendered until the Contract has been substantially completed and the Contractor demonstrates lack of ability to satisfy the DBE participation goal.

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ii) Changes to the value or scope of work committed to a DBE subcontractor must be pre-approved by the RTD SBO and must be for good cause as set forth in the termination, substitution, replacement provisions set forth in these DBE Contract Requirements.

11. REQUIREMENTS OF DBE CONTRACT REQUIREMENTS ENCLOSURES

The Contractor must complete and return all applicable Enclosures in the forms set out in these DBE Contract Requirements with bid/proposal. All enclosures must also be submitted with the bid/proposal.

i) The Enclosure 2, Schedule of DBE Participation must be submitted with the initial bid/proposal. Subsequent to the award of the Contract, the prime Contractor (Contractor) will be responsible for revising the initial Schedule of DBE Participation any time a new DBE is added to the project. The Contractor must also submit a copy of the DBE certification letter to RTD SBO with any new DBE(s) added to the project. RTD will only accept and approve new DBE(s) that are currently certified with the City and County of Denver or CDOT (Colorado UCP) under the NAICS code that coincides with the scope of work that they will execute in this project.

ii) The Enclosure 3, DBE Letter of Intent (LOI) must be submitted with the initial bid/proposal. Subsequent to the award of the Contract, the prime Contractor will also be responsible for submitting to RTD SBO individual DBE Letters of Intent for each new DBE that is added to the project after the award of the Contract.

iii) The Contractor completing the DBE Contract Requirements Enclosures is advised to contact the RTD's SBO main office at (303) 299-2111 if they have any questions or concerns prior to submitting bid/proposal documentation, unless otherwise specified in the bid/proposal that all questions must be submitted through RTD designated Procurement Officer. Additional DBE Contract Requirements documentation will not be accepted after the Contractor submits their bid/proposal to RTD, unless otherwise stated in the bid or proposal.

As a condition of the award, the Contractor must use those DBEs listed to perform the specific work items or supply the materials as committed in the Enclosure 2 Schedule of DBE Participation and Enclosure 3 Letter(s) of Intent (LOI) and the Contractor is not entitled to any payment for work or materials performed by its own or any other forces if the work or supplies were committed to a DBE, unless it receives prior written consent by RTD Small Business Opportunity Office for a replacement of the DBE for good cause.

Failure to submit <u>all</u> required DBE Enclosures <u>may</u> result in your bid or proposal being deemed non-responsive. Failure to submit all completed Enclosures within the DBE Contract Requirements may result in your proposal being deemed Non-Responsive. Modification of any DBE Contract Requirements Enclosures prior to the official award of the Contract will result in your proposal being deemed Non-Responsive. Inconsistencies within the following Enclosures: Enclosure 1A, Enclosure 1B, Enclosure 2 and Enclosure 3 may also result in your proposal being deemed Non-Responsive. All Enclosures must be

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submitted with the bid/proposal. Modification of <u>any</u> DBE Enclosure documentation after the bid due date without prior approval or consent from the RTD SBO <u>may</u> result in your bid/proposal being deemed non-responsive.

Periodically, after award of the Contract, RTD's SBO in conjunction with the Contractor may determine that an enclosure is more beneficial with modifications or that an additional enclosure is necessary to more effectively report the status of DBE participation or performance and resolution of DBE concerns/issues. RTD has the right to ask for a modification. Such a revised enclosure shall be incorporated into the Contract as an additional requirement.

12. REPORTING, AUDITS, REVIEWS AND ORIENTATION REQUIREMENTS

i) The Contractor(s) are required to submit a report to RTD SBO on a monthly basis, on a form designated as the DBE Participation Report/Form E (*Form of DBE Participation Report*). The Contractor shall submit each completed DBE Participation Report to RTD's SBO. The Contractor shall ensure that its DBE subcontractors at every tier submit a monthly report of their receipt of payments from the Contractor, using Form E-2. This Form E-2 will only be reported to the RTD's SBO.

ii) The Contractor shall submit a report of its payments to its non-DBE subcontractors, using Form F. The Contractor shall ensure that its non-DBE subcontractors at every tier submit a monthly report of their receipt of payments from the Contractor, using Form F-2. This Form F-2 will only be reported to the RTD's SBO.

iii) The Contractor acknowledges that the RTD SBO has the right to independently confirm the information contained in the submitted Form E and Form F by soliciting such information from each DBE subcontractor and non-DBE subcontractor as may be required to verify payments received, distribution of payments received, subcontracting practices, participation credit, and sharing of resources/personnel. The Contractor shall not attempt to dissuade any such DBE subcontractor or non-DBE subcontractor from disclosing any such information or cooperating in any investigation initiated by the SBO.

iv) The Contractor shall submit to RTD's SBO a Subcontractors' Participation and Payment Forms documenting all payments made to all DBEs and non-DBEs on a form provided/approved by RTD's SBO.

v) The DBE subcontractor shall submit to RTD's SBO a summary of payments received from its Contractor, regardless of their lower tier, on a form approved by RTD's SBO.

vi) The non-DBE subcontractor shall submit to RTD's SBO a summary of payments received from its Contractor, regardless of their lower tier, on a form approved by RTD's SBO.

vii) By committing to working on this RTD project which is subjected to DBE requirements set forth under 49 CFR Part 26, all DBE subcontractors participating in this project are therefore required to undergo a Commercially Useful Function (CUF) review and a DBE compliance review/written certification before their contract can be closed by RTD SBO. DBEs are required to fully cooperate with RTD's SBO or its designee in the compliance review process. The CUF review and a DBE compliance review process will be initiated with a request for documents relating to contract performance and management of the actual

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work performed on the Contract. The scope and intensity of each CUF review will depend on the specific facts and circumstances. The compliance review/written certification/CUF is purposed to ensure that work committed to DBEs is actually being performed by DBEs, verify the amount of DBE participation credit to ensure that work is actually performed by the DBE consistent with the DBE Program requirements and/or to ensure that there is no activity engaged in by the DBE that would be inconsistent with the intent and objectives of the DBE Program. The CUF reviews are also to ensure that the DBEs are performing at least 30% of the work with their own workforces. The reviews are initiated with an overview/explanation process and closed out with a briefing and determination. The DBE subcontractor may be subjected to an informal compliance review by RTD's SBO or its designee with or without notice. The informal compliance review will generally be conducted at the work site where RTD actually observes and assesses the services/supplies being provided by the DBE.

viii) The Contractor or any of its lower tier non-DBE subcontractors that is utilizing a DBE subcontractor may be selected for DBE compliance review to ensure that they are in compliance with the DBE Program requirements. This process will be initiated in a formal manner with written notice and instructions sent to the prime Contractor or its major subcontractor. The process will conclude with a close-out interview or debriefing where the Contractor or non-DBE subcontractor firm will be given an opportunity to refute the determination or add to any corrective action requested by RTD SBO. The Contractor must cooperate with any DBE Program audit or compliance review. Failure to cooperate can result in part or all of the DBE participation credit being denied / removed from counting toward the DBE participation goal for the Contract.

ix) It is the recommendation of RTD that all DBE subcontractors on RTD led projects participate in the RTD's SBO DBE Orientation Program. DBEs who have attended the orientation in the past, may be encouraged to repeat the orientation if there are changes to the DBE Program requirements, changes in the DBE regulations, changes in the DBE personnel, or if the DBE is experiencing challenges in complying with the reporting requirements.

viii) Please note, if the Contract is subject to Davis Bacon requirements and RTD SPSP Program, monthly reporting to RTD SBO will be required. The RTD SBO will communicate and describe the reporting provisions. Additionally, if Joint Checks are applicable, monthly reporting as stipulated by the RTD SBO will also be required.

ix) All Contractors that perform under the Contract are required to retain all records of participation on this project for seven (7) years from the completion of the project. This requirement flows down to all lower tier Contractors and must be within their subcontract agreements.

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DBE CONTRACT REQUIREMENTS - DBE ENCLOSURE CHECKLIST

This checklist will help you verify that all the required enclosures are complete and submitted as required. Submit this checklist as the front page of your DBE Contract Requirements Enclosures. DBE Contract Requirements Enclosures are to be submitted with the bid/proposal. Failure to submit all completed Enclosures within the DBE Contract Requirements may result in your proposal being deemed Non-Responsive. Modification of any DBE Contract Requirements Enclosures prior to the official award of the Contract will result in your proposal being deemed Non-Responsive. Inconsistencies within the following Enclosures: Enclosure 1A, Enclosure 1B, Enclosure 2 and Enclosure 3 may also result in your proposal being deemed Non-Responsive. All Enclosures must be submitted with the bid/proposal. If you have any questions concerning the completion of any of the Enclosures, please contact RTD's SBO main office at (303) 299-2111, unless otherwise specified in the bid/proposal that all questions must be submitted through RTD designated Procurement Officer.

The following Enclosures (Enclosure 1A through Enclosure 7) must be submitted with your bid or proposal as a matter of responsiveness.

[ ] **Enclosure 1A: DBE Affidavit**
This form must be completed, signed and notarized by all Prime Contractors, whether DBE or not, to acknowledge the percentage of DBE utilization and DBE Goal commitment in this project.

[ ] **Enclosure 1B: DBE Prime Affidavit**
This form must be completed, notarized and signed only if the bidder/proposer is a DBE submitting a proposal/bid as a Prime Contractor. This form, if applicable, must be submitted with a current DBE certification letter(s) from the Colorado UCP to affirm DBE status.

[ ] **Enclosure 2: Schedule of DBE Participation**
This form must be submitted by all bidders/proposers including DBE prime Contractors. This form must include a list of DBEs that the bidder/proposer intents to do business with if awarded the Contract. It must contain the following information: names and addresses of certified DBE firms, the scope of work they are to perform in the Contract, the applicable NAICS codes (found in their DBE certification with Colorado UCP) that coincides with the scope of work they will be performing in the Contract, their projected start and finish date for work in this project as well as the dollar value of each proposed certified DBE contract. Subsequent to the award of the Contract, the prime Contractor will be responsible for revising the initial Schedule of DBE Participation any time a new DBE is added to the project. The prime Contractor must also submit a copy of the DBE certification letter to RTD SBO with any new DBE(s) added to the project. RTD will only accept and approve new DBE(s) that are currently certified with the City and County of Denver or CDOT (Colorado UCP) under the NAICS code that coincides with the scope of work that they will execute in this project. The DBE firms listed on this schedule of DBE Participation cannot be terminated, substituted nor does RTD allow reduction of work without the final approval of RTD SBO. This form must be signed by the proposer/bidder. Subsequent to the award of the Contract, the prime Contractor must submit this form with each additional new DBEs added to the Contract.

[ ] **Enclosure 3: Letter of Intent to Perform as a DBE Subcontractor**
This form must be submitted by all bidders/proposers. It must contain the following information:

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names and addresses of each individual certified DBE firm listed on the DBE Schedule of Participation, the scope of work the DBE is expected to perform in the Contract, the applicable NAICS codes (found in their DBE certification with Colorado UCP) that coincides with the scope of work the DBE will be performing in the Contract, the DBE's projected start and finish date for work in this project and the dollar value for the proposed certified DBE contract. This form must be signed by both the proposer/bidder and the DBE subcontractor. Subsequent to the award of the Contract, the prime Contractor must submit this form with each additional new DBEs added to the Contract.

[ ] **Enclosure 4: Solicitation Statistics**
This form is for statistical purposes only. All bidders/proposers along with all their proposed subcontractors, DBEs and non-DBEs must complete this form.

[ ] **Enclosure 5: Employer Certification of Workforce**
This form defines the make-up of the company's workforce broken down by job categories, race and gender. This must be completed by every bidder/proposer as well as their subcontractors.

[ ] **Enclosure 6: Disadvantaged Business Outreach**
This form provides current outreach program information for contracted prime and subcontractors.

[ ] **Enclosure 7: Unavailability Certification**
Bidders/proposers that did not meet the specified DBE Goal identified in this bid/proposal or were only able to meet part of the DBE Goal in this bid/proposal are required to complete this form. In addition to this form, bidders/proposers are required to document and submit adequate and sufficient good faith efforts as required under 49 CFR Part 26.53. If the DBE Goal is met or exceed by the bidder/proposer, please indicate N/A.

Enclosures 8-11 will track prompt payment and retainage to DBEs and non-DBEs. Please note that Failure to comply with the prompt payment provisions of DBE subcontractors and non-DBE subcontractors may give RTD just cause to impose one or more of the following penalties, until the required payment(s) to the Contractor's subcontractor(s) is satisfied, unless RTD has given prior written approval to the Contractor for the delay or postponement of payment(s): (1) withhold payments to the Contractor; (2) assess sanctions against the Contractor; (3) assess the DBE and non-DBE subcontractor's indirect or consequential damages against the Contractor; (4) disqualify the Contractor from future bidding on RTD contracts *as non-responsible*; (5) enforce the payment bond against the Contractor; (6) pay the DBE and non-DBE subcontractor(s) directly and deduct this amount from any retainage owed to the Contractor; (7) *provide notice of default to the Contractor, stating the potential for termination or suspension of* the Contract, in whole or in part; (8) issue a stop-work order until the DBE subcontractor(s) is paid, which order shall constitute an unauthorized delay under the Contract that could result in liquidated damages against the Contractor. Unless approved by RTD, the Contractor's failure to comply with this Section is a material breach of the Contract;

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The following Enclosures (Enclosure 8 through Enclosure 11) must be submitted to the RTD SBO compliance Officer assigned to this project on a monthly basis after the award of the Contract.

[ ] **Enclosure 8** - **Form E Monthly DBE Participation and Payments Report**
After the award of the Contract, on a monthly basis, Contractor/s must submit to RTD SBO a report of its payments to its DBE subcontractors, using Form E. This form must be submitted monthly by all prime Contractors throughout the entire duration of the Contract. The Contractor shall also ensure that its DBE subcontractors at every tier submit a monthly report of their receipt of payments from the Contractor, using Form E-2. **This form will not be required to be submitted with your bid/proposal.** If you are selected as the successful bidder/proposer, you will be instructed and advised as to whom within the RTD SBO you will be submitting this report on a monthly basis.

[ ] **Enclosure 9** - **Form E-2 Monthly DBE Payment Report**
After the award of the Contract, on a monthly basis, the DBE subcontractor at every tier must submit to RTD SBO a report of its receipt of payments from the Contractor, using Form E-2. **This form will not be required to be submitted with your bid/proposal.** If you are selected as the successful bidder/proposer, you will be instructed and advised as to whom within the RTD SBO your DBE subcontractor will be submitting this report to on a monthly basis.

[ ] **Enclosure 10 - Form F Monthly Non-DBE Subcontractor Report**
After the award of the Contract, on a monthly basis, Contractor/s must submit to RTD SBO a report of its payments to its non-DBE subcontractors, using Form F. This form must be submitted monthly by all prime Contractors throughout the entire duration of the Contract. The Contractor shall also ensure that its non-DBE subcontractors at every tier submit a monthly report of their receipt of payments from the Contractor, using Form F-2. **This form will not be required to be submitted with your bid/proposal.** If you are selected as the successful bidder/proposer, you will be instructed and advised as to whom within the RTD SBO you will be submitting this report on a monthly basis.

[ ] **Enclosure 11 - Form F-2 Monthly Non-DBE Subcontractor Payment Report**
After the award of the Contract, on a monthly basis, the non-DBE subcontractor at every tier must submit to RTD SBO a report of its receipt of payments from the Contractor, using Form F-2. **This form will not be required to be submitted with your bid/proposal.** If you are selected as the successful bidder/proposer, you will be instructed and advised as to whom within the RTD SBO your non-DBE subcontractor will be submitting this report to on a monthly basis.

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ENCLOSURE 1A- DBE AFFIDAVIT

THIS PAGE MUST BE COMPLETED BY ALL PRIME PROPOSERS/BIDDERS TO INDICATE THEIR PERCENTAGE OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION COMMITMENT.

RTD has specified a _____**%** DBE Participation goal on this project.

THIS BIDDER/PROPOSER IS COMMITED TO MEETING _____% - DBE (Disadvantaged Business Enterprise) PARTICIPATION IN THE CONTRACT.

Per 49 CFR Part 26 bidders/proposers must make adequate good faith efforts to meet this goal in order to be deemed as a responsive and responsible bidder. Award of the Contract will be conditioned on meeting the requirements of this section.

The undersigned Contractor hereby agrees and understands that they must comply with their DBE commitments in this project in conformity with the Requirements, Terms, and Conditions of these DBE Contract Requirements.

Business Name: _____

Contact Name: _____

Address: _____

City, State, ZIP: _____

Phone: _____Fax: _____

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING STATEMENTS ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF

_____TO MAKE THIS AFFIDAVIT.

(Name of Business Entity)

_____ _____ _____

(Date) (Affiant Print Name) (Title)

_____

(Affiant's Signature)

State of _____:

City and County of _____:

On this _____ day of _____, _____, before me, the undersigned officer, personally appeared _____, known to me to be the person described in the foregoing Affidavit, and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

My Commission Expires: _____

(Notary Public) (SEAL)

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ENCLOSURE 1B- DBE PRIME AFFIDAVIT

THIS PAGE MUST BE COMPLETED BY THE DISADVANTAGED BUSINESS ENTERPRISE PRIME CONTRACTOR (PROPOSER/BIDDER)

I HEREBY DECLARE AND AFFIRM that I am the _____
(Title)

And duly authorized representative of (the firm of) _____
(Name of Corporation or Joint Venture)

whose address is_____

_____.
(Telephone No.)

I hereby declare and affirm that I am a Disadvantaged Business Enterprise (DBE) and am certified as of the date that the RTD receives this bid/proposal and as defined by the Regional Transportation District in DBE Contract Requirements for

_____ and that I will provide information and/or the
(Contract number and name)

certification to document this fact with this enclosure.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING STATEMENTS ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

_____
(Date) (Affiant Print Name) (Title)

_____
(Affiant's Signature)

State of _____:

City and County of _____:

On this _____day of _____, _____, before me, the

Undersigned officer, personally appeared _____, known to me to be the person described in the foregoing Affidavit, and acknowledged that he (she)executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

My Commission Expires: _____

(Notary Public) (SEAL)

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ENCLOSURE 2 – SCHEDULE OF DBE PARTICIPATION

NAME OF CONTRACTOR:

RTD Contract No.

Total Proposed Contract Cost: US $_____

DBE FIRM NAME	ADDRESS	TYPE OF WORK (ELECTRICAL, PAVING, i.e.) AND CONTRACT ITEMS OR PART THEREOF TO BE PERFORMED	NAICS code(s)	PROJECTED START & COMPLETION DATES FOR DBE	AGREED PRICE TO BE PAID TO DBE /ANTICIPATED

1. Please list all DBEs involved on the Contract including the Prime Contractor if it is a DBE. All DBEs listed on this enclosure must be properly certified under the NAICS code(s) that coincides with the scope of work they will execute in this project. Work performed by DBEs for which they are not certified to perform will not count towards the DBE participation and/commitments. A current DBE certification for each listed DBE recorded on this schedule from the Colorado UCP (City and County of Denver or CDOT) must accompany this enclosure. Failure to provide proof of current DBE certification for any or all listed DBEs will eliminate such listed DBE's participation, and work performed by such DBE will not count towards satisfaction of the DBE participation and/commitments. If additional pages are required to list all contracted DBEs, photocopy this enclosure as required to make a complete list.

2. Contracts with DBEs for materials or supplies will be counted toward the DBE Goal as follows:

(i) Materials or supplies obtained from a DBE manufacturer will be counted at 100% toward the DBE Goal;

(ii) Materials or supplies obtained from a DBE regular dealer will be counted at 60% toward the DBE Goals. Please refer to 49 CFR §26.55 for specifics with respect to how DBE participation is counted toward DBE Goal; and

(iii) Materials or supplies obtained from a DBE broker firm only fees/commission will be counted toward the DBE Goal.

Contractor must submit copies of all DBE subcontracts, purchase orders or change orders within 30 Days of execution of the notice to proceed. There may be exceptions to Design Build contracts, multi-year contracts and other alternative delivery method contracts as DBEs are added throughout the course of the contracts and in some instances at different phases of the contract. DBE subs should not commence any work on this project without an executed subcontract agreement or purchase order. Failure to submit a copy of the subcontract agreement with a DBE sub to RTD may result in RTD not counting DBE participation towards the DBE Goal.

_____ _____

NAME OF CONTRACTOR SIGNATURE OF CONTRACTOR & DATE

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ENCLOSURE 3 – LETTER OF INTENT TO PERFORM AS A DBE SUBCONTRACTOR

Contract No.

The undersigned ***Contractor*** intends to engage the undersigned **DBE** to perform work in connection with the Project pursuant to a contract (the ***DBE Contract***) between the Contractor and the DBE as [*check one*]:

_____an individual _____a corporation

_____a partnership _____a joint venture

The DBE status of the undersigned DBE is confirmed on the attached schedule of DBE participation and represents a company that is certified as of the date on which the DBE Contract is executed.

TYPE OF WORK AND CONTRACT ITEMS OR PART THEREOF TO BE PERFORMED	NAICS Codes	Projected Commencement Date	Projected Completion Date	Agreed Price to be Paid to DBE

____% of the Dollar value of the DBE Contract will be sublet and/or awarded to non-DBE Contractors and/or non-DBE suppliers. The undersigned Proposer and the undersigned DBE will enter into the DBE Contract for the above work conditioned upon the Proposer's execution of the Contract with RTD.

_____	_____-
NAME OF CONTRACTOR	NAME OF DBE FIRM
OWNER/REPRESENTATIVE	OWNER/REPRESENTATIVE
ADDRESS	ADDRESS
EMAIL ADDRESS	EMAIL ADDRESS
SIGNATURE	SIGNATURE
TITLE DATE	TITLE DATE

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ENCLOSURE 4 – SOLICITATION STATISTICS

RTD is required to create and maintain bidder statistics for all firms bidding on prime contracts and bidding or quoting Subcontracts on USDOT-assisted projects per 49 CFR Part 26.11. The Contractor is required to make copies of this form, send a copy with its initial contact to each Subcontractor (whether DBE or non-DBE) and require each Subcontractor to return a completed form with its Subcontract bid to the Contractor. The Contractor must submit all completed forms with each submission of DBE Enclosures to the SBO.

Firm Name:

Firm Address (Office Reporting):

Status as a DBE or Non-DBE (check one):

DBE _____ Non-DBE _____

Annual Gross Receipts of the Firm: (check one):

U.S. $0 to U.S. $500,000_____ U.S. $500,000 to U.S. $1,000,000_____ U.S. $1 Million to U.S. $5 Million_____

U.S. $5 Million to U.S. $10 Million_____ U.S. $10 Million to U.S. $30.4 Million_____Above U.S. $30.4 Million_____

Age of the firm: _____

Signature: _____

Name:_____

_

Title:_____

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Date: _____

Contract #_____

Company Name_____

Contract Name: _____

Date: _____

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Enclosure 5 – EMPLOYER CERTIFICATION OF WORKFORCE

Job Categories	Total Employees in Establishment			M = Male										F = Female	
	Total Employees Including Minorities	Total Male Employees Including Minorities	Total Female Employees Including Minorities	Black Americans		Hispanic Americans		Native Americans		Asian-Pacific Americans		Subcontinent Asian Americans		Other	
				M	F	M	F	M	F	M	F	M	F	M	F
Officials & Managers															
Professionals															
Technicians															
Sales															
Office & Clerical/Admin Support															
Craft Workers (skilled)															
Operatives (semi-skilled)															
Service & Maintenance															
Service Workers															
TOTAL															

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DESCRIPTION OF JOB CATEGORIES

Officials and Managers – Occupations requiring administrative personnel who set board policies, exercise full responsibility for execution of these policies, and individual departments or special phases of the operations.

Professionals – Occupations requiring either college education or experience of such kind and amount as to provide a comparable background.

Technicians – Occupations requiring a combination of specific scientific knowledge and manual skill which can be obtained through about 2 years of post-high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training.

Sales – Occupations engaging wholly or primarily in selling.

Office and clerical – Includes all clerical-type work, regardless of level of difficulty, where the activities are predominately non-manual though some manual work directly involved with altering or transporting the products is included.

Craft Worker (skilled) – Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercises considerable independent judgment and usually requires an extensive period of training.

Operatives (semi-skilled) – Workers who operate machines or processing equipment or perform other factory-related duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

Laborers (unskilled) – Workers in manual occupations which generally require no special training perform rudimentary duties that may be learned in a few days and require the application of little or no independent judgment.

Service Workers – Workers in both protective and non-protective service occupations.

RACE/ETHNIC IDENTIFICATION

White (not Hispanic origin) – All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East

Black Americans (not Hispanic origin) – All persons having origins in any of the Black racial groups of Africa

Hispanic Americans – All persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race

Asian-Pacific Americans – All persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong

Subcontinent Asian Americans – All persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka

Native American – All persons having origins in any of the original peoples of North America, including American Indians, Eskimos, Aleuts, or Native Hawaiians

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ENCLOSURE 6 – DISADVANTAGED BUSINESS OUTREACH

As part of RTD's ongoing outreach activities to the Denver-metro Disadvantaged Business community, it is RTD's goal to identify and to establish a relationship with the Disadvantaged Business outreach programs sponsored by the prime and subcontractors RTD partners with.

The prime and all contracted subcontractors are requested to provide the following information pertaining to their current DBE outreach efforts – additional sheets may be used if necessary:

RTD Contract Name and Number:

Contract No. (the ***Contract***).

Proposer:

_____

Subcontractor – if applicable:

_____

Disadvantaged Business Outreach Contact (if none, list contact for the Contract):

_____

Phone: _____ Fax: _____

Email: _____

Website: _____

Currently Sponsored Disadvantaged Business Outreach Activities:

_____

_____

_____

How can RTD assist you in your current Disadvantaged Business outreach efforts?

_____

_____

Would you be interested becoming involved in current and future RTD-sponsored outreach activities and committees: [ ] Yes [ ] No

If so, how? _____

_____

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ENCLOSURE 7– DBE UNAVAILABILITY CERTIFICATION

I,_____, _____,
Name Title

of _____, certify that [*the Contractor*], made the following efforts to meet the DBE Goals on Regional Transportation District Contract No. for the Project:

[Please attach any additional efforts that do not fit on this form]

- A Contractor representative attended the pre-bid meeting. Yes _____ No _____
- Newspaper Advertisement Log: (attach copies of ads)

Newspaper/Publication	Type of Publication Minority/General/Trade	Dates of Advertisement

- Selected portions of the work to be performed by [DBEs]

Work Categories	Type of Bid (Subcontractor or Supplier)	Contractor's Estimated Budget	Additional Comments

- Made efforts to assist interested DBEs in obtaining bonding, lines of credit, insurance or any necessary equipment, supplies, materials, etc.
- [*List any specific offers made by Contractor*]

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- Solicited the following DBEs

Date Contacted	Name of DBE Firm	Contact Person	Phone #	Work Category

- Followed up with initial contacts

Date	Name of DBE	Phone #	Bidding (Yes or No)	Additional Comments

- Contacted the following other agencies, organizations in recruitment of DBE including RTD:

Date	Organization	Phone #

As shown by the documentation provided to RTD, Contractor certifies that it has made good faith effort to attain the DBE Goals.

Signature: _____

Date: _____

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SAMPLE ENCLOSURE 8 - FORM E – MONTHLY DBE PARTICIPATION AND PAYMENTS REPORT

Form E - Monthly DBE Participation and Payments Report

CONTRACT INFORMATION:		**Contract Duration:**	
Original Contract Amount:	$ -	**Project Ref. No.:**	
Change Orders Value	$ -	**Report for Month of:**	
Final Contract Value	$ -	**Name and location of Project:**	
Total Payments Received To Date	$ -	**Name and Address of Prime Contractor:**	
Payments Received This Month:	$ -	**Respond "Yes"or "No" to the Questions Below:**	
Start Date:		Did your firm or an affiliate rent or lease equipment to a DBE/SBE?	No
Completion Date:		Did any DBE/SBE utilize employees (or former employees) of your firm or an affiliate?	No
		Did any DBE/SBE subcontract any portion of its work to a Non-DBE/SBE since the last report form?	No
		Has the scope of work or subcontract amount changed for any DBE/SBE sinc	Yes

	Total Contract Amount	Total Payments to Prime	% Paid	RTD Goal		Commitment		Goal Commitments Achieved to Date		Total Qualifying Payments to DBE/SBEs	% Paid in Relation to Payments to Prime	% Paid in Relation to Total Contract Amount
D-DBE	$ -	$ -	#DIV/0!	5%	$ -	5%	$ -	#DIV/0!	$ -	$ -	#DIV/0!	#DIV/0!
Total	**$ -**											

Firms	Project Task	First Tier Original Contract Amount	First Tier Signed Mods	First Tier NTP Awards (not signed contracts yet)	First Tier Change in Contract Amount	First Tier Current Contract Amount	Lower Tier Original Contract Amount	Lower Tier Change in Contract Amount	Lower Tier Current Contract Amount	Non-Qualifying (Non-DBE/SBE sub or vendor 40%) Contract Amount	Total Qualifying Contract Amount	Billed this Month	Payment this Month	Previous Payments	Total Payments To Date	Non-Qualifying (Non-DBE/SBE sub or vendor 40%) Payments	Total Qualifying Payments To Date	Overall Work Completed %	Contract or PO Submitted
		$ -			$ -	$ -	$ -	$ -	$ -		$ -				$ -		$ -	#DIV/0!	
		$ -			$ -	$ -	$ -	$ -	$ -		$ -				$ -		$ -	#DIV/0!	
		$ -			$ -	$ -	$ -	$ -	$ -		$ -				$ -		$ -	#DIV/0!	
		$ -			$ -	$ -	$ -	$ -	$ -		$ -				$ -		$ -	#DIV/0!	
		$ -			$ -	$ -	$ -	$ -	$ -		$ -				$ -		$ -	#DIV/0!	
		$ -			$ -	$ -	$ -	$ -	$ -		$ -				$ -		$ -	#DIV/0!	
		$ -			$ -	$ -	$ -	$ -	$ -		$ -				$ -		$ -	#DIV/0!	
GRAND TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		

Comments:

Prime Contractor:

Compliance Officer _____ Telephone: _____

Signature: _____ Date: _____

Regional Transportation District - 1660 Blake Street, Denver, Colorado 80202. If you need assistance in filling out this form, please Contact RTDs SBO at (303) 299-2199

By signing this form, I personally and on behalf of the contract affirm that the information presented in this document is truthful, accurate, and complete and not misleading.

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*SAMPLE*SAMPLE* ENCLOSURE 9 - FORM E-2 – MONTHLY DBE PARTICIPATION/PAYMENT REPORT *SAMPLE*

DENVER REGIONAL TRANSPORTATION DISTRICT

RTD

FORM E-2
MONTHLY DBE PARTICIPATION/PAYMENT REPORT

PRIME CONTRACTOR:
Name of Firm: _____
Address: _____
Contact Person: _____
Telephone: _____

CONTRACT INFORMATION:
Report for Month of: _____
Contract Reference #: _____
Contract Name: _____
Date Executed: _____

SUBCONTRACT INFORMATION:

Services Purchase Order No. Task Order No.	Original Subcontract Amount	Change Order Amount (+/-)	Change Order Date	Current Subcontract Amount	Billed This Month	Payments Received This Month	Total Payments Received	% Work Complete
								#DIV/0!
Total	**$0.00**			**$0.00**	**$0.00**	**$0.00**	**$0.00**	

INVOICES PAST DUE:

Invoice Date	Reference No.	No. Days Past Due	Amount

COMMENTS: _____

**Please state if you leased/rented any equipment, or utilized employees of the prime and/or an affiliate firm during this period.*

DBE/SBE SUBCONTRACTOR:
Name of Firm: _____
Address: _____
Contact Person: _____
Title: _____
Telephone: _____
Email Address: _____
Certification #: _____
Signature: _____

SEND COMPLETED FORM TO:
Regional Transportation District - 1660 Blake Street, BLK-31, Denver, Colorado 80202
If You Need Assistance In Filling Out This Form, Please the Small Business Opportunity Office at
(303) 299-21111

Attn: Alexis Serrano

Docusign Envelope ID: C64E6D9A-5B8C-4FE2-9DBD-214839AB9B97

SAMPLE* ENCLOSURE 10 - FORM F – MONTHLY NON-DBE SUBCONTRACTOR REPORT *SAMPLE*

FORM F - MONTHLY NON-DBE SUBCONTRACTOR REPORT

CONTRACT INFORMATION:

	Name and Address of Prime Cor
Original Contract Amount:	**Name and location of Project:**
Change Orders Value	**Project Ref. No.:**
Final Contract Value	**Report for Month of:**
Total Payments Received To Date:	**Contract Duration:**
Payments Received This Month:	
Start Date:	
Completion Date:	

Name of Subcontractor	Project Task	First Tier Original Contract Amount	First Tier Change in Contract Amount	First Tier Current Contract Amount	Lower Tier Original Contract Amount	Lower Tier Change in Contract Amount	Lower Tier Current Contract Amount	Billed this Month	Have Prime Been Paid for the portion billed this period? (Yes or No)	Payment this Month	Previous Payments	Total Payments To Date	Overall Work Completed %	Retainage Released (Yes or No)
				$ -			$ -						#DIV/0!	

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SAMPLE* ENCLOSURE 11 - FORM F-2 – MONTHLY NON-DBE SUBCONTRACTOR PAYMENT REPORT *SAMPLE*

m

FORM F-2
MONTHLY NON-DBE SUBCONTRACTOR PAYMENT REPORT

PRIME CONTRACTOR:
Name of Firm: _____
Address: _____
Contact Person: _____
Telephone: _____

CONTRACT INFORMATION:
Report for Month of: _____
Contract Reference #: _____
Contract Name: _____
Date Executed: _____

SUBCONTRACT INFORMATION:

Services Purchase Order No. Task Order No.	Original Subcontract Amount	Change Order Amount (+/-)	Change Order Date	Current Subcontract Amount	Billed This Month	Payments Received This Month	Total Payments Received	% Work Complete
								#DIV/0!
Total	**$0.00**			**$0.00**	**$0.00**	**$0.00**	**$0.00**	

OUTSTANDING INVOICES:

Invoice Date	Reference No.	No. Days Past Due	Amount

COMMENTS:

SUBCONTRACTOR SUBMITING THE FORM:
Name of Firm: _____
Address: _____
Contact Person: _____
Title: _____
Telephone: _____
Email Address: _____
Certification #: _____
Signature: _____

SEND COMPLETED FORM TO:
Regional Transportation District - 1660 Blake Street, BLK-31, Denver, Colorado 80202
If You Need Assistance In Filling Out This Form, Please the Small Business Opportunity Office at
(303) 299-21111

Attn: Compliance Officer's Name
compliance officer's email address

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Exhibit D

Preconstruction Services Agreement & Subsequent Amendment

(Incorporated by Reference)

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Exhibit E

Equal Employment Opportunity Provisions

RULES AND REGULATIONS REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

RULE I - *DEFINITIONS*

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

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

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

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

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

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

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

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

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

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RULE II - *NOTICE OF HEARING*

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

RULE III - *HEARING*

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

REGULATIONS

REGULATION NO. 1 - ORDINANCE:

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

REGULATION NO. 2 - EXEMPTIONS:

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

REGULATION NO. 3 - DIRECTOR OF CONTRACT COMPLIANCE:

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

REGULATION NO. 4 - GOALS AND TIMETABLES:

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

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

REGULATION NO. 5 - AWARD OF CONTRACTS:

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

REGULATION NO. 6 - PUBLICATION AND DUPLICATION:

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

REGULATION NO. 7 - NOTICE TO PROCEED:

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

REGULATION NO. 8 - CONTRACTS WITH SUBCONTRACTORS:

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

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

REGULATION NO. 9 - AGENCY REFERRALS:

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

REGULATION NO. 10 - CLAUSES:

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

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

All amendments to the appendices shall be included by reference.

REGULATION NO. 11 - SHOW CAUSE NOTICES:

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

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

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

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

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CITY AND COUNTY OF DENVER
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

APPENDIX A

CITY AND COUNTY OF DENVER EQUAL OPPORTUNITY CLAUSE - ALL CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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CITY AND COUNTY OF DENVER
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

APPENDIX F

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

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

NOTICE

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

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

/s/ _____

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

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A. REQUIREMENTS - AN AFFIRMATIVE ACTION PLAN:

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

1. GOALS AND TIMETABLES:

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

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

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

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

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

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

2. SPECIFIC AFFIRMATIVE ACTION STEPS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. NON - DISCRIMINATION:

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

4. COMPLIANCE AND ENFORCEMENT:

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

B. CONTRACTORS SUBJECT TO THESE BID CONDITIONS:

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

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

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

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

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C. OBLIGATIONS APPLICABLE TO CONTRACTORS:

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

D. GENERAL REQUIREMENTS:

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

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

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

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

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

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

[END OF PAGE]

Docusign Envelope ID: C64E6D9A-5B8C-4FE2-9DBD-214839AB9B97

Exhibit F

Davis-Bacon Prevailing Wage Rate Schedule

Docusign Envelope ID: C64E6D9A-5B8C-4FE2-9DBD-214839AB9B97

"General Decision Number: CO20240009 08/02/2024

Superseded General Decision Number: CO20230009

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 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 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

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

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

Modification Number	Publication Date
0	01/05/2024
1	05/31/2024
2	07/05/2024

Docusign Envelope ID: C64E6D9A-5B8C-4FE2-9DBD-214839AB9B97

CARP9901-008 05/01/2024

	Rates	Fringes
CARPENTER (Form Work Only)	$ 33.11	12.17

ELEC0068-016 03/01/2011

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

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

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

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* ENGI0009-008 05/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
(3)-Hydraulic Backhoe (Wheel Mounted, under 3/4 yds), Hydraulic Backhoe (Backhoe/Loader combination), Drill Rig Caisson (smaller than Watson 2500 and similar), Loader (up to and including 6 cu. yd.)	$ 35.03	15.20
(3)-Loader (under 6 cu. yd.)		
Denver County	$ 35.03	15.20
(3)-Motor Grader (blade-rough)		
Douglas County	$ 33.19	15.20
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd)	$ 35.78	15.20
(4)-Loader (over 6 cu. yd)		
Denver County	$ 35.20	15.20
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),	$ 35.41	15.20
(5)-Motor Grader (blade-finish)		
Douglas County	$ 35.58	15.20
(6)-Crane (91-140 tons)	$ 35.28	15.20

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* SUCO2011-004 09/15/2011

Docusign Envelope ID: C64E6D9A-5B8C-4FE2-9DBD-214839AB9B97

	Rates	Fringes
CARPENTER (Excludes Form Work)	$ 19.27	5.08
CEMENT MASON/CONCRETE FINISHER		
Denver	$ 20.18	5.75
Douglas	$ 18.75	3.00
ELECTRICIAN (Excludes Traffic Signal Installation)	$ 35.13	6.83
FENCE ERECTOR (Excludes Link/Cyclone Fence Erection)	$ 13.02 **	3.20
GUARDRAIL INSTALLER	$ 12.89 **	3.20
HIGHWAY/PARKING LOT STRIPING:Painter		
Denver	$ 12.62 **	3.21
Douglas	$ 13.89 **	3.21
IRONWORKER, REINFORCING (Excludes Guardrail Installation)	$ 16.69 **	5.45
IRONWORKER, STRUCTURAL (Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation)	$ 18.22	6.01
LABORER		
Asphalt Raker	$ 16.29 **	4.25
Asphalt Shoveler	$ 21.21	4.25
Asphalt Spreader	$ 18.58	4.65
Common or General		
Denver	$ 16.76 **	6.77
Douglas	$ 16.29 **	4.25
Concrete Saw (Hand Held)	$ 16.29 **	6.14
Landscape and Irrigation	$ 12.26 **	3.16
Mason Tender-Cement/Concrete		
Denver	$ 16.96 **	4.04
Douglas	$ 16.29 **	4.25
Pipelayer		
Denver	$ 13.55 **	2.41
Douglas	$ 16.30 **	2.18
Traffic Control (Flagger)	$ 9.55 **	3.05
Traffic Control (Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags)(Excludes Flaggers)	$ 12.43 **	3.22
PAINTER (Spray Only)	$ 16.99 **	2.87
POWER EQUIPMENT OPERATOR:		
Asphalt Laydown		
Denver	$ 22.67	8.72
Douglas	$ 23.67	8.47
Asphalt Paver		
Denver	$ 24.97	6.13
Douglas	$ 25.44	3.50
Asphalt Roller		

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Denver	$ 23.13	7.55
Douglas	$ 23.63	6.43
Asphalt Spreader	$ 22.67	8.72
Backhoe/Trackhoe		
Douglas	$ 23.82	6.00
Bobcat/Skid Loader	$ 15.37 **	4.28
Boom	$ 22.67	8.72
Broom/Sweeper		
Denver	$ 22.47	8.72
Douglas	$ 22.96	8.22
Bulldozer	$ 26.90	5.59
Concrete Pump	$ 21.60	5.21
Drill		
Denver	$ 20.48	4.71
Douglas	$ 20.71	2.66
Forklift	$ 15.91 **	4.68
Grader/Blade		
Denver	$ 22.67	8.72
Guardrail/Post Driver	$ 16.07 **	4.41
Loader (Front End)		
Douglas	$ 21.67	8.22
Mechanic		
Denver	$ 22.89	8.72
Douglas	$ 23.88	8.22
Oiler		
Denver	$ 23.73	8.41
Douglas	$ 24.90	7.67
Roller/Compactor (Dirt and Grade Compaction)		
Denver	$ 20.30	5.51
Douglas	$ 22.78	4.86
Rotomill	$ 16.22 **	4.41
Screed		
Denver	$ 22.67	8.38
Douglas	$ 29.99	1.40
Tractor	$ 13.13 **	2.95
TRAFFIC SIGNALIZATION:		
Groundsman		
Denver	$ 17.90	3.41
Douglas	$ 18.67	7.17
TRUCK DRIVER		
Distributor		
Denver	$ 17.81	5.82
Douglas	$ 16.98 **	5.27
Dump Truck		
Denver	$ 15.27 **	5.27
Douglas	$ 16.39 **	5.27
Lowboy Truck	$ 17.25	5.27
Mechanic	$ 26.48	3.50
Multi-Purpose Specialty & Hoisting Truck		
Denver	$ 17.49	3.17
Douglas	$ 20.05	2.88
Pickup and Pilot Car		
Denver	$ 14.24 **	3.77
Douglas	$ 16.43 **	3.68
Semi/Trailer Truck	$ 18.39	4.13
Truck Mounted Attenuator	$ 12.43 **	3.22
Water Truck		
Denver	$ 26.27	5.27
Douglas	$ 19.46	2.58

Docusign Envelope ID: C64E6D9A-5B8C-4FE2-9DBD-214839AB9B97

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors 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, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1,

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2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R ◆1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination

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* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

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"General Decision Number: CO20240006 08/02/2024

Superseded General Decision Number: CO20230006

State: Colorado

Construction Type: Highway

Counties: Adams, Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Jefferson and Park Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 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 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

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

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

Modification Number	Publication Date
0	01/05/2024

Docusign Envelope ID: C64E6D9A-5B8C-4FE2-9DBD-214839AB9B97

1	07/05/2024
2	08/02/2024

ELEC0111-003 03/01/2024

	Rates	Fringes
ELECTRICIAN (Traffic Signalization Only)		
Clear Creek	$ 37.65	13.75%+7.55

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* ENGI0009-010 05/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
(3)- Drill Rig Caisson (smaller than Watson 2500 and similar)	$ 35.03	15.20
(4)-Crane (50 tons and under)		
Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin Counties	$ 35.78	15.20
(4)-Scraper (single bowl, under 40 cu. yd)	$ 35.20	15.20
(5)-Crane (51-90 tons)		
Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin Counties	$ 36.09	15.20
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Scraper (40 cu.yd and over),	$ 35.41	15.20
(6)-Crane (91-140 tons)		
Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin Counties	$ 37.34	15.20

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* SUCO2011-001 09/15/2011

	Rates	Fringes
CARPENTER		
Excludes Form Work		
Adams	$ 16.61 **	3.88
Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Jefferson, Park	$ 19.27	5.08
Form Work Only		
Adams	$ 16.78 **	3.57
Broomfield, Clear Creek, Elbert, Gilpin	$ 19.11	5.46
Jefferson	$ 16.88 **	3.81
Park	$ 17.28	5.38
CEMENT MASON/CONCRETE FINISHER		
Adams	$ 16.05 **	3.00
Arapahoe	$ 18.70	3.85
Broomfield, Clear Creek, Elbert, Gilpin	$ 18.37	3.00
Jefferson	$ 18.02	3.42
Park	$ 17.09 **	2.85
ELECTRICIAN		

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Excludes Traffic Signal Installation		
Adams	$ 31.00	14.01
Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Jefferson, Park	$ 35.13	6.83
Traffic Signalization Electrician		
Adams, Arapahoe, Broomfield, Elbert, Gilpin, Park	$ 27.25	7.10
Jefferson	$ 26.78	5.44
Traffic Signalization Groundsman		
Adams	$ 13.96 **	2.80
Araphaoe, Broomfield, Elbert, Gilpin, Park	$ 15.24 **	3.81
Clear Creek	$ 15.70 **	2.14
Jefferson	$ 15.19 **	4.72
FENCE ERECTOR	$ 13.02 **	3.20
FORM WORKER		
Arapahoe	$ 15.30 **	3.90
GUARDRAIL INSTALLER		
Adams	$ 12.89 **	3.45
Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Jefferson, Park	$ 12.89 **	3.20
HIGHWAY/PARKING LOT STRIPING:Painter		
Adams, Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Park	$ 12.62 **	3.21
Jefferson	$ 14.21 **	3.21
IRONWORKER, REINFORCING		
Adams	$ 22.14	0.77
Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Jefferson	$ 16.69 **	5.45
Park	$ 19.98	2.89
IRONWORKER, STRUCTURAL	$ 18.22	6.01
LABORER		
Asphalt Raker		
Adams, Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Jefferson	$ 16.29 **	4.25
Park	$ 17.41	1.86
Asphalt Shoveler	$ 21.21	4.25
Asphalt Spreader	$ 18.58	4.65
Common or General		
Adams	$ 16.29 **	4.25
Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin	$ 16.67 **	4.27
Jefferson	$ 16.51 **	4.27
Park	$ 15.64 **	2.46
Concrete Saw (Hand Held)		
Adams	$ 16.29 **	5.20
Arapahoe, Broomfield,		

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Clear Creek, Elbert, Gilpin, Jefferson, Park	$ 16.29 **	6.14
Landscape and Irrigation		
Adams, Arapahoe, Broomfield, Elbert, Gilpin, Jefferson, Park	$ 12.26 **	3.16
Clear Creek	$ 14.98 **	3.16
Mason Tender-Cement/Concrete		
Adams	$ 17.71	2.83
Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin	$ 16.96 **	4.04
Jefferson	$ 16.29 **	4.25
Park	$ 15.08 **	3.10
Pipelayer	$ 13.55 **	2.41
Traffic Control (Flagger)		
Adams, Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin	$ 9.55 **	3.05
Jefferson	$ 9.73 **	3.05
Park	$ 9.42 **	3.21
Traffic Control (Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags) (Excludes Flaggers)		
Adams, Arapahoe, Broomfield, Elbert, Gilpin, Jefferson	$ 12.43 **	3.22
Clear Creek	$ 13.14 **	3.20
Park	$ 12.76 **	3.20
PAINTER (Spray Only)	$ 16.99 **	2.87
POWER EQUIPMENT OPERATOR:		
Asphalt Laydown		
Adams, Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Jefferson	$ 22.67	8.75
Park	$ 22.67	8.72
Asphalt Paver	$ 24.97	6.13
Asphalt Roller		
Adams	$ 24.20	7.70
Arapahoe	$ 22.68	8.72
Broomfield, Clear Creek, Elbert, Gilpin	$ 23.41	7.67
Jefferson	$ 22.84	7.69
Park	$ 22.84	8.72
Asphalt Spreader		
Adams, Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Park	$ 22.67	8.67
Jefferson	$ 23.34	8.06
Backhoe/Trackhoe		
Adams	$ 20.31	4.24
Arapahoe	$ 24.59	6.24
Broomfield, Clear Creek, Elbert, Gilpin	$ 22.19	6.48
Jefferson	$ 21.99	5.60
Park	$ 20.81	6.58
Bobcat/Skid Loader		
Adams, Broomfield, Clear Creek, Elbert, Gilpin	$ 15.37 **	4.28

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Arapahoe	$ 18.23	4.28
Jefferson	$ 16.85 **	4.28
Park	$ 22.46	0.00
Boom	$ 22.67	8.72
Broom/Sweeper		
Adams, Broomfield, Clear Creek, Elbert, Gilpin, Park	$ 22.70	8.07
Arapahoe	$ 22.67	8.73
Jefferson	$ 22.18	8.36
Bulldozer		
Adams	$ 25.20	6.72
Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Jefferson, Park	$ 26.90	5.59
Concrete Pump	$ 21.60	5.21
Crane		
Adams, Park	$ 22.82	8.72
Jefferson	$ 23.55	6.68
Drill		
Adams, Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Park	$ 20.48	4.71
Jefferson	$ 20.65	5.74
Forklift	$ 15.91 **	4.68
Grader/Blade		
Adams	$ 23.94	8.23
Arapahoe	$ 22.67	8.72
Broomfield, Clear Creek, Elbert, Gilpin, Park	$ 23.90	7.93
Jefferson	$ 23.28	7.73
Guardrail/Post Driver	$ 16.07 **	4.41
Loader (Front End)		
Adams	$ 23.09	8.72
Arapahoe	$ 26.80	4.84
Broomfield, Clear Creek, Elbert, Gilpin	$ 23.20	8.33
Jefferson	$ 23.06	7.76
Park	$ 22.67	8.72
Mechanic		
Adams	$ 22.82	8.72
Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Park	$ 24.04	7.35
Jefferson	$ 23.56	8.72
Oiler		
Adams, Jefferson	$ 21.97	8.72
Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Park	$ 23.73	8.41
Roller/Compactor (Dirt and Grade Compaction)		
Adams	$ 16.70 **	3.30
Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Jefferson	$ 20.30	5.51
Park	$ 16.52 **	3.13
Rotomill	$ 16.22 **	4.41
Screed		
Adams	$ 27.89	3.50
Arapahoe	$ 22.67	8.72
Broomfield, Clear Creek, Elbert, Gilpin	$ 24.67	6.02
Jefferson	$ 22.64	8.43
Park	$ 20.36	3.04

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Tractor	$ 13.13 **	2.95
TRUCK DRIVER		
Distributor		
Adams	$ 15.80 **	5.27
Arapahoe	$ 19.62	5.27
Broomfield, Clear Creek, Elbert, Gilpin, Park	$ 18.19	5.27
Jefferson	$ 19.46	6.04
Dump Truck		
Adams	$ 16.68 **	5.27
Arapahoe	$ 18.94	5.27
Broomfield, Clear Creek, Elbert, Gilpin	$ 16.47 **	5.27
Jefferson	$ 16.97 **	4.78
Park	$ 15.40 **	3.21
Lowboy Truck		
Adams, Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Park	$ 17.25	5.27
Jefferson	$ 19.80	6.42
Mechanic	$ 26.48	3.50
Multi-Purpose Speciality and Hoisting Truck		
Adams, Broomfield, Clear Creek, Elbert, Gilpin, Park	$ 17.49	3.17
Arapahoe	$ 15.79 **	2.48
Jefferson	$ 15.13 **	3.89
Semi/Trailer Truck		
Adams, Broomfield, Clear Creek, Elbert, Gilpin, Jefferson, Park	$ 18.39	4.13
Arapahoe	$ 16.00 **	2.60
Single Axle (Includes Pickup and Pilot Car)		
Adams, Jefferson	$ 13.93 **	3.68
Arapahoe	$ 15.10 **	3.77
Broomfield, Clear Creek, Elbert, Gilpin, Park	$ 14.74 **	3.68
Truck Mounted Attenuator	$ 12.43 **	3.22
Water Truck		
Adams	$ 17.50	5.19
Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Park	$ 19.36	4.07
Jefferson	$ 17.57	5.27

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the

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Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

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calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R ◆1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

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Bond Number:
Zurich 9463453, Federal K41925711, Continental 30225301, Liberty 070224080

Exhibit G

CITY AND COUNTY OF DENVER
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned **Kraemer North America, LLC, 1 Plainview Road, Plain, Wisconsin 53577**, a corporation organized and existing under and by virtue of the laws of the State of **Delaware**, hereafter referred to as the "Contractor", and Zurich American Insurance Company, Federal Insurance Company, The Continental Insurance Company, Liberty Mutual Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of NY, IN, PA, MA, 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 **One Hundred Ninety-Seven Million Three Hundred Thirty-Four Thousand Fifty-Eight Dollars and Thirteen Cents ($197,334,058.13)**, 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. 202475387 – Colfax BRT CM/GC Construction Services,** Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

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

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

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

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

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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 4th day of September, 2024.

Attest:

Assistant Secretary

Kraemer North America, LLC
Contractor

By: _____
Sr. Vice President

Zurich American Insurance Company, Federal Insurance Company, The Continental Insurance Company, Liberty Mutual Insurance Company
Surety

By: _____
Attorney-In-Fact Natalie K. Trofimoff

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

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT — Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California)
) ss
County of Los Angeles)

On _____, before me, Noemi Quiroz, Notary Public, personally appeared Natalie K. Trofimoff, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that ~~he/~~she~~/they~~ executed the same in ~~his/~~her~~/their~~ authorized capacity~~(ies)~~, and that by ~~his/~~her~~/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Noemi Quiroz
Noemi Quiroz, Notary Public

(Seal)

NOEMI QUIROZ
Notary Public - California
Los Angeles County
Commission # 2454935
My Comm. Expires Jul 25, 2027

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint C.K. NAKAMURA, Lisa L. THORNTON, E.S. ALBRECHT, JR., Maria PENA, Noemi QUIROZ, Natalie K. TROFIMOFF, Patricia S. ARANA, Tim M. TOMKO **of Los Angeles, California,** Jessica ROSSER of **Dallas, Texas,** of its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 19th day of April, A.D. 2024.

Colonial American Casualty and Surety Company CORPORATE SEAL
ZURICH AMERICAN INSURANCE COMPANY CORPORATE SEAL 1877 NEW YORK
Fidelity and Deposit Company of Maryland CORPORATE SEAL 1900

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

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 19th day of April, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

GENEVIEVE M. MAISON NOTARY PUBLIC EXP. 01/27/2025 BALTIMORE COUNTY, MD

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

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

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint E.S. Albrecht, Jr., Patricia S. Arana, C.K. Nakamura, Maria Pena, Noemi Quiroz, Lisa L. Thornton, Tim M. Tomko and Natalie K. Trofimoff of Los Angeles, California; Jessica Rosser of Dallas, Texas; Michael Grossi, Wing Ho, Chad Karasaki, Clarence Regalado and Arlene Tanaka of Honolulu, Hawaii ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **15th** day of **July, 2024.**

Rupert HD Swindells, Assistant Secretary

Warren Eichhorn, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this 15th day of **July, 2024** before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22,2027

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

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POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lisa L Thornton, E S Albrecht Jr, C K Nakamura, Maria Pena, Noemi Quiroz, Tim M Tomko, Natalie K Trofimoff, Patricia S Arana, Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of December, 2023.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 26th day of December, 2023, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this day of ,

The Continental Insurance Company

D. Johnson — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

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

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

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

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

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

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

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

Docusign Envelope ID: C64E6D9A-5B8C-4FE2-9DBD-214839AB9B97

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8204962-977459**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, C. K. Nakamura, E. S. Albrecht Jr., Jessica L. Rosser, Lisa L. Thornton, Maria Pena, Natalie K. Trofimoff, Noemi Quiroz, Patricia S. Arana, Tim M. Tomko

all of the city of Los Angeles state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of March, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 4th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

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

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Docusign Envelope ID: C64E6D9A-5B8C-4FE2-9DBD-214839AB9B97

PERFORMANCE AND PAYMENT BOND SURETY AUTHORIZATION LETTER

August 27, 2024

Assistant City Attorney
City and County of Denver
201 W. Colfax Avenue, Dept. 1207
Denver, CO 80202

RE: Kraemer North America, LLC

Contract No.: 202475387
Project Name: East Colfax Avenue Bus Rapid Transit ("Colfax-BRT") Project
Contract Amount: $197,334,058.13
Performance and Payment Bond No.: Zurich 9463453, Federal K41925711, Liberty 070224080, Continental 30225301

Dear Assistant City Attorney:

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through Zurich American Insurance Company, Federal Insurance Company, The Continental Insurance Company, and Liberty Mutual Insurance Company, on _____ 2024.

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

If you should have any additional questions or concerns, please don't hesitate to give me a call at 415-652-0958 and/or email jnowlin@alliant.com.

Thank you.

Sincerely,

Natalie K. Trofimoff, Attorney-in-Fact for Zurich American Insurance Company, Federal Insurance Company, The Continental Insurance Company, and Liberty Mutual Insurance Company

Docusign Envelope ID: C64E6D9A-5B8C-4FE2-9DBD-214839AB9B97

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT — Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California)
) ss
County of Los Angeles)

On _____, before me, Noemi Quiroz, Notary Public, personally appeared Natalie K. Trofimoff, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that ~~he/~~she~~/they~~ executed the same in ~~his/~~her~~/their~~ authorized capacity~~(ies)~~, and that by ~~his/~~her~~/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Noemi Quiroz
Noemi Quiroz, Notary Public

(Seal)

NOEMI QUIROZ
Notary Public - California
Los Angeles County
Commission # 2454935
My Comm. Expires Jul 25, 2027

Docusign Envelope ID: C64E6D9A-5B8C-4FE2-9DBD-214839AB9B97

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint C.K. NAKAMURA, Lisa L. THORNTON, E.S. ALBRECHT, JR., Maria PENA, Noemi QUIROZ, Natalie K. TROFIMOFF, Patricia S. ARANA, Tim M. TOMKO **of Los Angeles, California,** Jessica ROSSER of **Dallas, Texas**, of its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 19th day of April, A.D. 2024.

Colonial American Casualty and Surety Company CORPORATE SEAL
ZURICH AMERICAN INSURANCE COMPANY CORPORATE SEAL 1877 NEW YORK
Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

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

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 19th day of April, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

GENEVIEVE M. MAISON NOTARY PUBLIC EXP. 01/27/2025 BALTIMORE COUNTY, MD

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Docusign Envelope ID: C64E6D9A-5B8C-4FE2-9DBD-214839AB9B97

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

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



Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Docusign Envelope ID: C64E6D9A-5B8C-4FE2-9DBD-214839AB9B97

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint E.S. Albrecht, Jr., Patricia S. Arana, C.K. Nakamura, Maria Pena, Noemi Quiroz, Lisa L. Thornton, Tim M. Tomko and Natalie K. Trofimoff of Los Angeles, California; Jessica Rosser of Dallas, Texas; Michael Grossi, Wing Ho, Chad Karasaki, Clarence Regalado and Arlene Tanaka of Honolulu, Hawaii ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **15th** day of **July, 2024.**

Rupert HD Swindells, Assistant Secretary

Warren Eichhorn, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this 15th day of **July, 2024** before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22,2027

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

Docusign Envelope ID: C64E6D9A-5B8C-4FE2-9DBD-214839AB9B97

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lisa L Thornton, E S Albrecht Jr, C K Nakamura, Maria Pena, Noemi Quiroz, Tim M Tomko, Natalie K Trofimoff, Patricia S Arana, Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of December, 2023.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 26th day of December, 2023, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this day of , .

The Continental Insurance Company

D. Johnson — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

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

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

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

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

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

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

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

Docusign Envelope ID: C64E6D9A-5B8C-4FE2-9DBD-214839AB9B97

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8204962-977459**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, C. K. Nakamura, E. S. Albrecht Jr., Jessica L. Rosser, Lisa L. Thornton, Maria Pena, Natalie K. Trofimoff, Noemi Quiroz, Patricia S. Arana, Tim M. Tomko

all of the city of Los Angeles state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of March, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 4th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

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

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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Exhibit H

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

_____
(PROJECT NO. and NAME)

_____
(NAME OF OWNER)

_____
(NAME OF PRIME CONTRACTOR)

Date: _____, 20____.

Contract #:_____.

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

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

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

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

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

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

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

_____
(Name of Contractor)

By:_____

Title: _____

SAMPLE

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Exhibit I

Notice to Proceed Form

DENVER
THE MILE HIGH CITY

NOTICE TO PROCEED (SAMPLE)

Current Date

Name
Company
Street
City/State/Zip

CONTRACT NO. «CONTRACT_NO», «PROJECT_NAME»

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

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

SAMPLE

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

Sincerely,

_____
City Engineer

cc:

Docusign Envelope ID: C64E6D9A-5B8C-4FE2-9DBD-214839AB9B97

Exhibit J

Contractor's Certification of Payment Form

DENVER
THE MILE HIGH CITY

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

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

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

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

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

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DENVER
OFFICE OF ECONOMIC DEVELOPMENT

Instructions for Completing the Contractor/Consultant Certification of Payment Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Exhibit K

Certificate of Contract Release Form

DENVER
THE MILE HIGH CITY

CERTIFICATE OF CONTRACT RELEASE (SAMPLE)

«Contract_No» - «Project_Name»

Current Date
Name
Street Address
City, State, Zip

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

SAMPLE

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

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

_____

Contractor's Signature Date Signed

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

Sincerely,

Contract Administration

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Exhibit L

Design Documents

(Incorporated by Reference)

Docusign Envelope ID: C64E6D9A-5B8C-4FE2-9DBD-214839AB9B97

Exhibit M

FTA Required Provisions

Docusign Envelope ID: C64E6D9A-5B8C-4FE2-9DBD-214839AB9B97

FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

ALL FTA-ASSISTED THIRD-PARTY CONTRACTS AND SUBCONTRACTS

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DEFINITIONS

1. FTA Master Agreement. As used in this Exhibit 6, "FTA Master Agreement" refers to the Master Agreement for Federal Transit Administration Agreements by and between the Federal Transportation Administration (FTA) and RTD, as updated from time to time.

2. Capitalized Terms. All capitalized terms used in this Exhibit 6 and not otherwise defined have the meanings assigned to them in the FTA Master Agreement.

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FTA 1: NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

Include in Third Party Contracts and Subcontracts

1. No Federal Government Obligation to Third Party Participants. RTD and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to RTD, Contractor or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the Contract.

2. Flow Down Provision. Contractor agrees to include the above clause in each Third Party Contract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the party that will be subject to its provisions.

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FTA 2: PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS; STANDARDS OF CONDUCT; BONUS OR COMMISSION

Include in Third Party Contracts and Subcontracts

1. Civil Fraud. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Contract. Upon execution of the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right A-55 to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2. Criminal Fraud. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

3. Standards of Conduct. Contractor agrees to establish and maintain written Standards of Conduct covering conflicts of interest that:

a. Apply to the following individuals who have a present or potential financial interest, or other significant interest, such as a present or potential employment interest in the selection, award, or administration of a third party contract or subcontract:
   i. officers, employees, board members, or agents engaged in the selection, award, or administration of any third party agreement;
   ii. The immediate family members or partners of those listed above in section 4(a)(1)(i) of the FTA Master Agreement; and
   iii. An entity or organization that employs or is about to employ any person that has a relationship with RTD or Contractor listed above in sections 4(a)(1)(i) and (ii) of the FTA Master Agreement;

b. Prohibit those individuals listed above in section 1(a) from:
   i. Engaging in any activities involving RTD's or Contractor's present or potential Third Party Participants at any tier, including selection, award, or administration of a third party agreement in which the individual has a present or potential financial or other significant interest; and
   ii. Accepting a gratuity, favor, or anything of monetary value from a present or potential Third Party Participant in the Contract, unless the gift is unsolicited and has an insubstantial financial or nominal intrinsic value; and

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c. Establish penalties, sanctions, or other disciplinary actions for violations, as permitted by state or local law or regulations, that apply to those individuals listed above in section 1(a) and Third Party Participants.

4. Bonus or Commission. Contractor affirms that it has not paid, and agrees that it will not pay, any bonus or commission to obtain federal assistance for any Project or related activities supported under the Contract.

5. Flow Down Provision. Contractor agrees to include the above clauses in each Third Party Contract financed in whole or in part with the Contract. It is further agreed that the clauses shall not be modified, except to identify the party that will be subject to the provisions.

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FTA 3: ACCESS TO RECORDS AND REPORTS

Include in Third Party Contracts and Subcontracts

1. Record Retention. Contractor will retain, and will require its Third Party Participants of all tiers to retain, complete and readily accessible records related in whole or in part to the Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

2. Retention Period. Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3. Access to Records. Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this Contract as reasonably may be required. The Contractor shall maintain complete and readily accessible records, and shall permit RTD, the U.S. Department of Transportation, and the Comptroller General of the United States or any of their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such Contractor, involving transactions related to the Contract, for the purpose of making audit, examination, excerpts and transcriptions. Such access requires the Contractor to provide timely and reasonable access for the purpose of interview and discussion related to such documents. The rights of access in this clause are not limited to the required retention period(s) but last as long as the records are retained. Contractor agrees to otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules.

4. Access to the Sites of Performance. Contractor agrees to permit FTA and its contractors access to the sites of performance under this Contract as may be reasonably required.

5. Flow Down Provision. Contractor shall insert this section in all Third Party Contracts funded under this Contract.

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FTA 4: FEDERAL REQUIREMENTS, NOTICE OF CHANGES

1. Compliance with Federal Requirements. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current FTA Master Agreement, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract. Contractor may contact either RTD or FTA for a copy of the current FTA Master Agreement. 49 C.F.R. Part 18.

2. Changes to Federal Requirements. The Contractor is advised that Federal requirements applicable to this Contract as set forth in federal law, regulations, policies, and related administrative practices may change during the performance of this Contract. Any such changes shall also apply to this Contract and subcontracts at all tiers.

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FTA 5: CIVIL RIGHTS AND EQUAL OPPORTUNITY LAWS AND REGULATIONS

Include in Third Party Contracts and Subcontracts

1. Federal Civil Rights Requirements; Flow Down Provision. Contractor shall at all times comply with applicable federal civil rights laws, regulations, and requirements, including the laws set forth below, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Contractor must include the requirements of this section in each Third Party Contract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

a. Nondiscrimination in Federal Public Transportation Programs. Contractor agrees to, and assures that it and each Third Party Participant will:

i. Prohibit discrimination based on race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age.
ii. Prohibit the:

A. exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. 5332;
B. denial of program benefits in employment or a business opportunity identified in 49 U.S.C. 5332; or
C. discrimination identified in 49 U.S.C. 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. 5332.

iii. Follow:

A. The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance; but
B. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.

b. Nondiscrimination – Title VI of the Civil Rights Act. Contractor agrees to, and assures that it and each Third Party Participant will:

i. Prohibit discrimination based on race, color, or national origin
ii. Comply with:

A. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.;
B. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21; and

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C. Federal transit law, specifically 49 U.S.C. § 5332; and

iii. Follow:

A. The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance.
B. U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3; and
C. All other applicable federal guidance that may be issued.

c. Nondiscrimination on the Basis of Sex. Contractor agrees to comply with federal prohibitions against discrimination based on sex, including:

i. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex; and
ii. Federal transit law, specifically 49 U.S.C. § 5332.

d. Nondiscrimination on the Basis of Age**.** Contractor agrees to comply with federal prohibitions against discrimination based on age, including:

i. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which prohibits discrimination by participants in federally assisted programs against individuals on the basis of age;
ii. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which prohibits employment discrimination against individuals age 40 and over on the basis of age; and
iii. Federal transit law, specifically 49 U.S.C. § 5332.

e. Federal Protections for Individuals with Disabilities**.** Contractor agrees to comply with federal prohibitions against discrimination based on disability, including:

i. Federal laws, including:

A. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities;
B. The Americans with Disabilities Act of 1990 (ADA), as amended, 42

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U.S.C. § 12101, et seq., which requires that accessible facilities and services be made available to individuals with disabilities:
(1) For FTA Recipients generally, Titles I, II, and III of the ADA apply; but
(2) For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer;"

C. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151, et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;
D. Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and
E. Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.

ii. Federal regulations and guidance, including:

A. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
B. U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
C. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;
D. U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 CFR Part 39;
E. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
F. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
G. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
H. U.S. Federal Communications Commission regulations,
I. "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, subpart F;
J. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194;
K. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
L. FTA Circular 4710.1, "Americans with Disabilities Act: Guidance;" and
M. Other applicable federal civil rights and nondiscrimination regulations and guidance.

f. Equal Employment Opportunity.

i. Federal Requirements and Guidance. Contractor agrees to, and assures that it

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and each Third Party Participant will, prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and:

A. Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.;
B. Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.;
C. Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs;
D. Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of the FTA Master Agreement;
E. FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;" and
F. Follow other federal guidance pertaining to EEO laws, regulations, and requirements.

ii. Specifics. Contractor agrees to, and assures that it and each Third Party Participant will:

A. Affirmative Action. If required to do so by U.S. DOT regulations (49 CFR Part 21) or U.S. Department of Labor regulations (41 C.F.R. chapter 60), take affirmative action that includes, but is not limited to:
   (1) Recruitment advertising, recruitment, and employment;
   (2) Rates of pay and other forms of compensation;
   (3) Selection for training, including apprenticeship, and upgrading; and
   (4) Transfers, demotions, layoffs, and terminations; but
B. Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer;" and

iii. Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with:

A. U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60; and
B. Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

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FTA 6: DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Include in Third Party Contracts and Subcontracts

This Contract and all subcontracts awarded under this Contract are subject to 49 C.F.R. Part 26. Therefore, Contractor must satisfy the requirements for Disadvantaged Business Enterprise ("DBE") participation as set forth in this Contract and with the terms of RTD's DBE program requirements. These requirements are in addition to all other equal opportunity employment requirements of this Contract.

1. Assurance. Contractor agrees and assures that it will include the following assurance in each subagreement and Third Party Contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs:

   a. The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR Part 26;
   b. The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable;
   c. Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this Section 1 is a material breach of this subagreement, third party contract, or third party subcontract, as applicable; and
   d. The following remedies, or such other remedy as RTD deems appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Contractor, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible.

2. DBE Program Requirements. Contractor agrees to comply with the following provisions and that each Third Party Contract that is financed in whole or in part with DOT funds under this Contract will include these provisions:

   a. If the Contract has a defined DBE goal, Contractor shall utilize the specific DBEs listed in its bid/proposal/offer to perform the work and supply the materials for which each is listed, unless Contractor obtains RTD's written consent. Unless RTD's consent is provided, Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE pursuant to 49 C.F.R. § 26.53(f)(1).
   b. Payment of DBEs:

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i. Contractor shall pay its respective DBE Subcontractors any undisputed amount owed to such Subcontractor within thirty (30) days of receipt of the subcontractor's invoice by such Contractor, regardless of whether such Contractor has been paid for such invoice by RTD;
ii. Contractor's approval of DBE subcontractor invoices shall not be unreasonably delayed and the invoices shall be either approved or rejected with written notice of deficiency or dispute to the payee DBE Subcontractor within ten (10) days of receipt of invoice by the Contractor; and
iii. each Contractor makes prompt and full payment of any retainage kept by such Contractor to its respective DBE subcontractors within thirty (30) days after such DBE's work has been completed and accepted by the RTD's Project Manager or by the Contractor, unless claim is filed against a subcontractor.

c. Contractor must have RTD's prior written consent and approval to remove, terminate, substitute or replace a DBE contractor and the Contractor must have good cause to make such change to a DBE contractor. No DBE subcontract agreement may contain a "termination for convenience" clause/provision because any termination for convenience provision/clause is contrary to the objectives of 49 CFR Part 26. To initiate the removal, termination, substitution or replacement process of a DBE contractor (regardless of the tier), the Contractor or lower tier contractor/subcontractor must give notice in writing to the DBE contractor and include its request to remove, terminate, substitute or replace the DBE contractor, the reason for the request and provide all documentation to support its claim. The Contractor must give the DBE contractor no less than five (5) business days to respond to the notice and provide reasons, if any, why it objects to the proposed termination of its DBE contract. The Contractor carries the burden of proof to demonstrate good cause for the removal, termination, substitution or replacement. If RTD determines the Contractor has good cause to terminate the DBE firm, RTD will provide written consent of DBE removal and the requirements to substitute work to another DBE firm. When a DBE contractor is removed, termination, substitution or replacement with the approval of RTD, or fails to complete its work on the contract for any reason, the Contractors are required to make good faith efforts to find another DBE subcontractor to substitute for the original DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal RTD has established for this project. 49 CFR Part 26.53 shall serve as the criteria for evaluating compliance with the good faith efforts requirements. If RTD finds that good cause does not exist to terminate the DBE firm, RTD will provide a written denial of the request to terminate/replace the DBE contractor and will immediately request a corrective action plan from the Contractor. Please note that if a Contractor elects to terminate, substitute and or reduce the scope of work initially committed to a DBE without the approval or consent of RTD, this constitutes a material breach of a contract as set forth under 49 C.F.R. §26.13. As required by FTA, RTD sets a triennial overall goal for DBE participation that includes the use of race-conscious and race-neutral means, an analysis and a methodology and it intends to comply and meet its overall DBE goal on an annual basis. This Contract contains a DBE participation goal (race-conscious means) and is awarded in reliance upon Contractor's representations/good faith commitments and

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understanding that it must comply with the DBE commitments in this Contract through subcontracting with DBEs and attain such DBE participation levels in addition to all other Contractor's representations, certifications and submittals as required by the DBE Contract Requirements of this Contract.

d. Contractor shall cooperate with RTD in its efforts to level the playing field for DBEs and will use the good-faith efforts as defined by RTD and federal regulations codified at 49 C.F.R. Part 26 to ensure that DBEs shall have an opportunity to compete for subcontract work under this Contract.

e. RTD shall monitor Contractor's DBE compliance during the life of the Contract. In the event this Contract exceeds 90 days, it will be the responsibility of Contractor to submit quarterly written reports to RTD that summarize the total DBE value for this Contract. These reports shall provide the following details:

    i. DBE utilization established for the Contract;
    ii. Total value of expenditures with DBE firms for the quarter;
    iii. The value of expenditures with each DBE firm for the quarter by race and gender;
    iv. Total value of expenditures with DBE firms from inception of the Contract; and
    v. The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

f. Reports and other correspondence must be submitted to the RTD DBE coordinator. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

g. Contractor shall require its lower-tier contractors to cooperate with any audits, reviews or investigations conducted by RTD and its agents in an effort to determine compliance/non-compliance with the DBE Program requirements. Upon Contract completion, Contractor shall submit a summary of payments, by subcontract, made to all subcontractors/suppliers to RTD's Small Business Office regardless of the tier in which the DBE may be participating.

h. If at any time RTD has reason to believe that Contractor is in violation of its obligations under this Contract or has otherwise failed to comply with the terms of this section, RTD may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

    i. Suspension of any payment or part due Contractor until such time as the issues concerning Contractor's compliance are resolved; and
    ii. Termination or cancellation of the Contract, in whole or in part, unless the Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

i. Contractor shall make available upon request a copy of all DBE subcontracts.

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j. If subcontracts will be let, Contractor shall take the affirmative steps listed in 2 C.F.R. 200.321, which addresses contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

3. Flow Down Provision. Contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower-tier subcontractors be performed in accordance with this section.

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FTA 7: INCORPORATION OF FTA TERMS

Include in Third Party Contracts and Subcontracts

1. FTA Compliance. The provisions of this Contract include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the Contract. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, as may be amended, and the FTA Master Agreement are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RTD requests which would cause RTD to be in violation of the FTA terms and conditions.

2. Flow Down Provision. The incorporation of FTA terms has unlimited flow down to any third party contract that is funded in whole or in part with U.S. DOT assistance.

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FTA 8: TERMINATION

1. Termination for Convenience. RTD may terminate this Contract, in whole or in part, at any time for RTD's convenience when it is in RTD's best interest by giving at least 14 days' written notice to Contractor. Contractor shall be paid its costs, including contract close-out costs, for work performed up to the time of termination. If Contractor has any property in its possession belonging to RTD, Contractor will account for the RTD property and dispose of it in the manner RTD directs.

2. Termination for Cause. If Contractor fails to perform in the manner called for in the Contract, orif Contractor fails to comply with any other provisions of the Contract, RTD may terminate this Contract for default. Any termination for default shall not in any way operate to preclude RTD from also pursuing all available remedies against Contractor and its sureties for breach or default. Termination shall be effected by serving a Notice of Termination on Contractor setting forth the manner in which Contractor is in default. Contractor will be paid only the Contract price for supplies delivered and accepted or services performed prior to termination in accordance with the manner of performance set forth in the Contract. RTD, in its sole discretion, may allow Contractor time to cure the defect; in such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If, after termination for failure to fulfill Contract obligations, it is determined that Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of RTD.

3. Suspension. RTD may suspend the performance of the Contractor by giving the Contractor seven days' written notice. Upon Contractor's receipt of notice of suspension of work, the Contractor shall perform no further work, and RTD will not be required to reimburse the Contractor for any costs incurred subsequent to Contractor's receipt of notice of suspension and prior to notice to resume work, if any. Suspension of work may be in whole or in part, as specified by RTD. The Contractor shall continue to submit invoices for work performed. If after six months of suspension, RTD has not given the Contractor notice to resume work, the Contractor is entitled to request in writing that RTD either (1) amend the Statement of Contract Cost or (2) terminate the Contract for RTD's convenience. If suspension for more than six months is not due in any part to the fault of the Contractor, RTD shall be required to amend or terminate the Contract. No amendment to the Statement of Contract Cost shall be made if suspension, delay, or interruption is due to the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.

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FTA 9: GOVERNMENTWIDE DEBARMENT AND SUSPENSION

Include in Third Party Contracts and Subcontracts

1. Debarment and Suspension Requirements. Contractor agrees to comply, and assures the compliance of each Third Party Contractor at any tier, with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180, subpart C.

2. SAM Review. Contractor agrees to, and assures that its will review the US. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Non-procurement Programs," before entering into any Third Party Contracts and verify that its principals, affiliates, and Third Party Contractors are eligible to participate in this Federally funded Contract and are not presently declared by any Federal department or agency to be:

   a. Debarred from participation in any Federally assisted Award;
   b. Suspended from participation in any Federally assisted Award;
   c. Proposed for debarment from participation in any Federally assisted Award;
   d. Declared ineligible to participate in any Federally assisted Award;
   e. Voluntarily excluded from participation in any Federally assisted Award; or
   f. Disqualified from participation in any Federally assisted Award.

3. Certification. The accompanying certification is a material representation of fact. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the RTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. Flow Down Provision. Contractor will ensure that all Third Party Contracts contain provisions necessary to flow down these suspension and debarment provisions to all lower tier covered transactions.

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FTA 10: PREFERENCE FOR UNITED STATES PRODUCTS AND SERVICES

Include in Third Party Contracts and Subcontracts

1. Domestic Preference Requirements. Contractor agrees to comply with FTA's U.S. domestic preference requirements and follow federal guidance, including:

a. Buy America. The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661, and 2 CFR part 200 which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver to the extent consistent with 49 U.S.C. § 5323(j). The provisions of 49 U.S.C. § 5323(j) and its implementing regulations are hereby incorporated by reference into this Contract. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. If applicable, the Contractor also agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. Part 663;

b. Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. Contractor agrees to comply with the Build America, Buy America Act, as implemented.

c. Cargo Preference–Use of United States-Flag Vessels. The shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381. This clause only applies to contracts in which materials, equipment, or commodities may be transported by ocean vessel in carrying out the terms of the contract. As required by 46 C.F.R. Part 381, the Contractor agrees:

i. to utilize privately owned United States flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever ship-ping any equipment, materials, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates of United States flag commercial vessels; and

ii. to furnish within twenty (20) days following the date of loading for shipments originating with the United States, or within thirty (30) working days following the date of loading for shipments originating outside of the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) above to RTD, (through the prime Contractor in the case of a Subcon-tractor's bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590, marked with appropriate identification of the project; and

iii. to insert the substance of the provisions of this clause in all Subcontracts issued pursuant to this Contract.

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d. Fly America. The air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 – 301-10.143 requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available.

2. Flow Down Provision. Contractor will ensure that all Third Party Contracts contain provisions necessary to flow down these provisions to all lower tier covered transactions.

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FTA 11 - NOTIFICATION OF DISPUTES, BREACHES, OR OTHER LITIGATION

Include in Third Party Contracts and Subcontracts

1. Disputes, Breaches, Defaults, and Litigation. For any contract that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220:

a. If a current or prospective legal matter that may affect the Federal Government emerges, including, but not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason, Contractor and its subcontractors at every tier must promptly notify FTA Chief Counsel and FTA Regional Counsel for Region 8. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Contract and any amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

b. In addition, if Contractor has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA, Contractor must promptly notify the U.S. DOT Inspector General. This notification applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, *et seq.*, or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid-rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving Federal assistance. This responsibility occurs whether the project is subject to this Contract or another agreement involving a principal, officer, employee, or agent of Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Contractor. In this paragraph, "promptly" means to refer information without delay and without change.

2. Flow Down Provision. Each Third Party Contract at every tier under this Contract must include the assurances of this subsection.

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FTA 12: LOBBYING RESTRICTIONS

Include in Third Party Contracts and Subcontracts

1. Lobbying Restrictions. Contractor agrees that neither it nor any Third Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, according to the following:

a. Laws, Regulations, Requirements, and Guidance. This includes:

i. The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended;
ii. U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20, to the extent consistent with 31 U.S.C. § 1352, as amended; and
iii. Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature; and

b. Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through RTD's or Contractor's proper official channels.

2. Flow Down Provision. Such disclosures by Third Party Participants must be forwarded from tier to tier up to RTD.

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FTA 13: ENVIRONMENTAL PROTECTIONS

Include in Third Party Contracts and Subcontracts

1. General. Contractor agrees to, and assures that its Third Party Participants will, comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

2. National Environmental Policy Act. An Award of federal assistance requires the full compliance with applicable environmental laws, regulations, and requirements. Accordingly, Contractor agrees to, and assures that its Third Party Participants will:

a. Comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to:

i. Federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C.§ 139;
ii. The National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321, et seq., as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 CFR Part 1500 – 1508;
iii. Joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622;
iv. Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note (35 Fed. Reg. 4247); and
v. Other federal environmental protection laws, regulations, and requirements applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.

b. Follow the federal guidance identified herein to the extent that the guidance is consistent with applicable authorizing legislation:

i. Joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319, Accelerated Decision making in Environmental Reviews," January 14, 2013;
ii. Joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576, November 15, 2006; and
iii. Other federal environmental guidance applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.

3. Environmental Justice. Contractor agrees to, and assures that its Third Party Participants will, promote environmental justice by following:

a. Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C.

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§ 4321 note, (59 Fed. Reg. 7629, 3 C.F.R. 1994 Comp.,p. 859) as well as facilitating compliance with that Executive Order;

b. U.S. DOT Order 5610.2(a), "Department of Transportation Updated Environmental Justice Order," 77 Fed. Reg. 27534, May 10, 2012; and
c. The most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

4. Other Environmental Federal Laws. Contractor agrees to comply or facilitate compliance, and assures that its Third Party Participants will comply or facilitate compliance, with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act (42 U.S.C. § 7401 et seq.), Clean Water Act (33 U.S.C. § 1251 et seq), Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order No. 11988, as amended, "Floodplain Management." Contractor agrees:

a. that no portion of the work required by the Contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this Contract was awarded unless and until the Environmental Protection Agency eliminates the name of the facility from the listing;
b. that it will report all violations to FTA and the Regional Office of the Environmental Protection Agency;
c. to use best efforts to comply with clean air standards and clean water standards at the facility in which the Contract is being performed; and
d. to insert the substance of this clause into any nonexempt subcontract.

5. Corridor Preservation. Contractor agrees that:

a. It will not develop any right-of-way acquired under 49 U.S.C. § 5323(q) in anticipation of implementing its Award until all required environmental reviews for each Project or related activities have been completed; and
b. It will follow FTA Final Guidance on the Application of 49 U.S.C § 5323(q) to Corridor Preservation for a Transit Project, October 27, 2014.

6. Use of Certain Public Lands. Contractor agrees to comply, and assures that its Third Party Participants will comply, with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as "section 4(f)"), and joint FHWA and FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 CFR Part 774, and referenced in 49 CFR Part 622.

7. Historic Preservation. Contractor agrees to, and assures that its Third Party Participants will:

a. Comply with U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as "section 4(f)"), which requires certain findings be made before an Award may be

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undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places.

b. Encourage compliance with the federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108.
c. Comply with the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501, et seq.
d. Comply with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic Properties," 36 CFR Part 800.
e. Comply with federal requirements and follow federal guidance to avoid or mitigate adverse effects on historic properties.

8. Indian Sacred Sites. Contractor agrees to, and assures that its Third Party Participants will, facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, "Indian Sacred Sites," May 24, 1996, 42 U.S.C. § 3161 note (61 Fed. Reg. 26771).

9. Mitigation of Adverse Environmental Effects.

a. Contractor agrees to comply with all environmental mitigation measures that may be identified as conditions that the Federal Government might impose in its finding of no significant impact or record of decision or commitments in the environmental documents that apply to the Award, such as environmental assessments, environmental impact statements, categorical exclusions, memoranda of agreement, documents required under 49 U.S.C. § 303, and other environmental documents.

b. Contractor agrees that:

i. Any mitigation measures agreed on will be incorporated by reference and made part of the Underlying Agreement and any Amendments thereto;
ii. Any deferred mitigation measures will be incorporated by reference and made part of the Underlying Agreement and any Amendments thereto as soon as agreement with the Federal Government is reached; and
iii. Any mitigation measures agreed on will not be modified or withdrawn without the written approval of the Federal Government.

10. Energy Conservation. Contractor agrees to comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321, et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 CFR Part 622, subpart C.

11. Recycled Products

a. The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or Contractor procures $10,000 or more of one of

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these items during the fiscal year, or has procured $10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases $10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was $10,000.

b. The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

12. Flow Down Provision. Contractor agrees to include the foregoing requirements in each Third Party Contract as required by the FTA Master Agreement and applicable law.

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FTA 14: EMPLOYEE PROTECTIONS

Davis-Bacon Act

Include in Third Party Contracts and Subcontracts

1. Davis-Bacon Act, as amended. For all construction, alteration or repair contracts in excess of $2,000, Contractor shall comply with all federal laws, regulations, and requirements providing protections for construction employees involved in each Project or related activities with federal assistance provided through the Contract, including the Prevailing Wage Requirements of the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148), as supplemented by U.S. DOL regulations at 29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction," Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA-assisted construction, alteration, or repair projects. In accordance with the statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor agrees to pay wages not less than once a week. Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

2. Flow Down Provision. Contractor agrees to include the foregoing requirements in each Third Party Contract

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FTA 15: EMPLOYEE PROTECTIONS

Contract Work Hours and Safety Standards Act – CONSTRUCTION

Include in Third Party Contracts and Subcontracts

1. Wage and Hour Requirements. Contractor will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701- 3708), as supplemented by the U.S. DOL regulations at 29 C.F.R. Part 5. Under 40 U.S.C. § 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

2. Violation, Liability for Unpaid Wages, Liquidated Damages. In the event of any violation of this clause, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by this clause.

3. Withholding for Unpaid and Liquidated Damages. RTD or the FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or Third Party Participant under any such contract or any other Federal contract with the same prime Contractor, or any other Federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

4. Payroll and Basic Records. Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Such records maintained under this paragraph shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of FTA and the Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.

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5. Flow Down Provision. Contractor or Third Party Contractor shall insert in any Third Party Contracts the clauses set forth in this provision and also a clause requiring the subcontractors to include these clauses in any lower-tier Third Party Contracts. Contractor shall be responsible for compliance by any Third Party Contract or lower-tier subcontractor with the clauses set forth in this Contract.

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FTA 16: EMPLOYEE PROTECTIONS

Copeland "Anti-Kickback" Act

Include in Third Party Contracts and Subcontracts

1. "Anti-Kickback" Prohibitions. For contracts in excess of $2,000, Contractor will comply with the requirements of the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

2. Flow Down Provision. Contractor or Third Party Contractor shall insert in any Third Party Contracts the clauses set forth in this provision and also a clause requiring the subcontractors to include these clauses in any lower-tier Third Party Contracts. Contractor shall be responsible for compliance by any Third Party Contract or lower-tier subcontractor with the clauses set forth in this Contract.

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FTA 17: EMPLOYEE PROTECTIONS

Construction Site Safety

Include in Third Party Contracts and Subcontracts

1. Construction Site Safety. Contractor will comply with Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3704 and U.S. DOL regulations, "Recording and Reporting Occupational Injuries and Illnesses," 29 CFR Part 1904; "Occupational Safety and Health Standards," 29 CFR Part 1910; and "Safety and Health Regulations for Construction," 29 CFR Part 1926.

2. Flow Down Provision. Contractor or Third Party Contractor shall insert in any Third Party Contracts the clauses set forth in this provision and also a clause requiring the subcontractors to include these clauses in any lower-tier Third Party Contracts. Contractor shall be responsible for compliance by any Third Party Contract or lower-tier subcontractor with the clauses set forth in this Contract.

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FTA 18: BONDING REQUIREMENTS

The following provisions apply to all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold:

1. Performance Guarantee. A Performance Guarantee in the amount of 100 percent of the Contract value is required by RTD to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by Contractor and shall remain in full force for the term of the Contract. RTD requires all Performance Bonds to be provided by a fully qualified surety company acceptable to RTD and listed as a company currently authorized under 31 C.F.R. Part 22 as possessing a Certificate of Authority as described hereunder. RTD may require additional performance bond protection when the Contract price is increased. The increase in protection shall generally equal 100 percent of the increase in Contract price. RTD may secure additional protection by directing Contractor to increase the amount of the existing bond or to obtain an additional bond. The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that Contractor is in default under the Contract.

2. Payment Bond. A Labor and Materials Payment Bond equal to the full value of the Contract must be furnished by Contractor to RTD as security for payment by Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to RTD and listed as a company currently authorized under 31 C.F.R. Part 223 as possessing a Certificate of Authority as described thereunder.

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FTA 19: CONSTRUCTION

1. Construction Plans and Specifications. Contractor agrees to comply with all applicable statutes, regulations, and requirements, and follow FTA guidance in the development and implementation of construction plans and specifications, including drafting, review, and approval, for the Underlying Award.

2. Seismic Safety. Contractor agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701, *et seq.*, and agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations, 49 C.F.R. Part 41, and will certify to compliance to the extent required by the regulation. Contractor also agrees to ensure that all work performed under this Contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

3. Supervision of Construction. Contractor agrees to maintain competent and adequate engineering supervision at the construction site of any Project to ensure that the completed work conforms to the approved plans and specifications.

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FTA 20: VETERANS PREFERENCE

1. Veterans Preference. As provided in 49 U.S.C. § 5325(k), to the extent practicable, Contractor:

a. Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a Third Party Contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and

b. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

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FTA 21: EMPLOYEE PROTECTIONS

Contract Work Hours and Safety Standards Act – NON-CONSTRUCTION

Include in Third Party Contracts and Subcontracts

1. Awards Not Involving Construction.

   a. Contractor agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

   b. Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Such records maintained under this paragraph shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of FTA and the Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.

2. Awards Involving Commerce. Contractor agrees to comply and assures that each Third Party Participant will comply with the Fair Labor Standards Act (FLSA),29 U.S.C. § 201, et seq. to the extent that the FLSA applies to employees performing work with federal assistance provided through the Underlying Agreement involving commerce, and as the Federal Government otherwise determines applicable.

3. Flow Down Provision. Contractor or Third Party Contractor shall insert in any Third Party Contracts the clauses set forth in this provision and also a clause requiring the subcontractors to include these clauses in any lower-tier Third Party Contracts. Contractor shall be responsible for compliance by any Third Party Contract or lower-tier subcontractor with this provision.

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FTA 22: PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

Include in Third Party Contracts and Subcontracts

1. Employee Protective Arrangements Requirements. Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

   a. Under this Contract or any amendments thereto that involve public transportation operations that are supported with Federal assistance, a certification issued by U.S. DOL is a condition of the Contract, and Contractor agrees to comply with its terms and conditions.

   b. When the Contract involves public transportation operations and is supported with Federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of Federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract, and Contractor agrees to comply with its terms and conditions.

   c. The conditions of 49 U.S.C. § 5333(b) do not apply to contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under Title 23, United States Code (flex funds), and make other exceptions as it deems appropriate.

2. Flow Down Provision. Contractor shall insert this section in all Third Party Contracts funded under this Contract.

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FTA 23: CHARTER SERVICE

Include in Third Party Contracts and Subcontracts

1. Prohibitions. Contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. Part 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using Federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

a. Federal transit laws, specifically 49 U.S.C. § 5323(d), (g), and (r);
b. FTA regulations, "Charter Service," 49 C.F.R. Part 604;
c. Any other Federal Charter Service regulations;
c. Federal requirements; or
d. Federal guidance.

2. Exceptions. Apart from exceptions to the Charter Service restrictions in FTA's Charter Service regulations, FTA has established the following additional exceptions to those restrictions:

a. FTA's Charter Service restrictions do not apply to equipment or facilities supported with Federal assistance appropriated or made available for 49 U.S.C. § 5307 to support a Job Access and Reverse Commute (JARC)-type project or related activities that would have been eligible for assistance under repealed 49 U.S.C. § 5316 in effect in Fiscal Year 2012 or a previous fiscal year, provided that RTD uses that Federal assistance for FTA program purposes only; and
b. FTA's Charter Service restrictions do not apply to equipment or facilities supported with the Federal assistance appropriated or made available for 49 U.S.C. § 5310 to support a New Freedom-type project or related activities that would have been eligible for Federal assistance under repealed 49 U.S.C. § 5317 in effect in Fiscal Year 2012 or a previous fiscal year, provided RTD uses that Federal assistance for FTA program purposes only.

3. Violations. Contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

a. Barring it or any subcontractor operating public transportation under its award that has provided prohibited charter service from receiving Federal assistance from FTA;
b. Withholding an amount of Federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
c. Any other appropriate remedy that may apply.

4. Flow Down Provision. Contractor should include the substance of this section in each subcontract that may involve operating public transit services.

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FTA 24: SCHOOL BUS OPERATIONS

Include in Third Party Contracts and Subcontracts

1. Prohibitions. Contractor agrees to comply with 49 U.S.C. 5323(f) and 49 C.F.R. Part 604, and not engage in school bus operations using Federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

   a. Federal transit laws, specifically 49 U.S.C. § 5323(f);
   b. FTA regulations, "School Bus Operations," 49 C.F.R. Part 605;
   c. Any other Federal School Bus regulations; or
   d. Federal guidance, except as FTA determines otherwise in writing.

2. Violations. If Contractor violates this section, FTA may:

   a. Bar Contractor from receiving Federal assistance for public transportation; or
   b. Require Contractor to take such remedial measures as FTA considers appropriate.

3. No Federal Funds for Exceptions. When operating exclusive school bus service under an allowable exemption, Contractor may not use Federally funded equipment, vehicles, or facilities.

4. Flow Down Provision. Contractor should include the substance of this section in each subcontract or purchase under this Contract that may operate public transportation services.

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FTA 25: SUBSTANCE ABUSE REQUIREMENTS

Include in Third Party Contracts and Subcontracts

1. Alcohol Misuse and Prohibited Drug Use. Contractor agrees to comply with 49 U.S.C. § 5331 and to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Parts 40 and 655, produce any documentation necessary to establish its compliance with parts 40 and 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Colorado, or RTD to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Parts 40 and 655 and review the testing process. Contractor agrees further to certify annually its compliance with parts 40 and 655 before December 31 and to submit the Management Information System (MIS) reports before February 15 to the Substance Abuse Testing Department, Regional Transportation District, 1660 Blake Street, Denver, CO 80202-1399. To certify compliance, Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the *Federal Register*.

2. Flow Down Provision. Contractor will include this provision in all Third Party Contracts under which a safety-sensitive function is provided to RTD.

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FTA 26: PATENT RIGHTS

Include in Third Party Contracts and Subcontracts

If this Contract is funded through a Federal award with FTA for experimental, developmental, or research work purposes, the Federal Government may acquire patent rights when Contractor or a Third Party Participant produces a patented or patentable invention, improvement or discovery in accordance with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

When a patent is issued or patented information becomes available as described in section 17(a)(2) of the Master Agreement, Contractor will notify RTD immediately and provide a detailed report satisfactory to RTD and the FTA.

1. Federal Rights. Contractor agrees that:

    a. Its rights and responsibilities and each Third Party Participant's rights and responsibilities in that federally assisted invention, improvement, or discovery will be determined as provided in applicable federal laws, regulations, requirements, and guidance, including any waiver thereof; and

    b. Unless the Federal Government determines otherwise in writing, irrespective of its status or the status of any Third Party Participant as a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, the Recipient will transmit the Federal Government's patent rights to FTA, as specified in 35 U.S.C. § 200, et seq., and U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

2. License Fees and Royalties. Consistent with the applicable U.S. DOT Common Rules, Contractor agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Underlying Agreement are program income and must be used in compliance with applicable federal requirements.

3. No Limitation in Federal Rights. Nothing contained in this section shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

4. Flow Down Provision. Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

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FTA 27: RIGHTS IN DATA AND COPYRIGHTS

Include in Third Party Contracts and Subcontracts

1. Data Rights. Contractor agrees that certain Data Rights apply to all subject data first produced in the performance of the Contract. Contractor shall grant RTD intellectual property access and licenses deemed necessary for the work performed under this Contract and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions: Except for its own internal use, Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may Contractor authorize others to do so, without the written consent of FTA, until such time as FTAmay have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this Contract, the term "subject data" means recorded information, whether or not copyrighted, thatis delivered or specified to be delivered as required by the Contract. Examples of "subject data" include but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

2. Federal Government License. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes" any subject data or copyright described below. For "Federal Government Purposes" means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

   a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
   b. Any rights of copyright purchased by Contractor using Federal assistance in whole or in part by FTA.

3. Public Access. Unless FTA determines otherwise, Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public: either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

4. Hold Harmless. Unless prohibited by state law, upon request by the Federal Government, Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy, arising out of the

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publication, translation, reproduction, delivery, use, or disposition of subject data furnished under the Contract. Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

5. Exemption. Data developed by Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work.

6. Flow Down Provision. Contractor agrees to include these requirements in each all third party contractors and their contracts at every tier that meet the definition of a research-type project under 37 U.S.C. § 401.2.

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FTA 28: SIMPLIFIED ACQUISITION THRESHOLD

1. Simplified Acquisition Threshold. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of $150,000. 49 U.S.C. § 5323(j)(13).)

FTA 29: PROCUREMENT OF RECOVERED MATERIALS (SOLID WASTES)

(Contracts when procuring $10,000 or more per year)

1. In the performance of this Contract, Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

i. Competitively within a timeframe providing for compliance with the contract performance schedule;
ii. Meeting contract performance requirements; or
iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site,

https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

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FTA 30: CONFORMANCE WITH NATIONAL ITS ARCHITECTURE AND STANDARDS

Contractors agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and to follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001, and all other applicable federal guidance.

FTA 31: ADA ACCESS

(Contracts for rolling stock or facilities construction/renovation)

1. Accessibility. RTD must comply with: 49 U.S.C. § 5332, which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities; all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act of 1990 (ADA), as amended; 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities.

2. Compliance. All deliverable items provided by the Contractor for RTD under this Contract shall comply with the above-referenced laws as well as all other applicable federal, state and local regulations and directives and any subsequent amendments thereto.

FTA 32: ASSIGNABILITY CLAUSE

(Procurements through assignments)

Neither RTD nor Contractor shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other.

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Provisions 33 through 35 apply to ROLLING STOCK PROCUREMENTS

FTA 33: BUS TESTING

1. The following applies to purchases or leases of any new bus model or any bus model with a major change in configuration or components to be acquired or leased with FTA funds. Contractor agrees to comply with the bus-testing requirements under 5318(e) and FTA's implementing regulation at 49 C.F.R. Part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, Contractor shall obtain a copy of the bus-testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by RTD.

FTA 34: PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

1. Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. Part 663. Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. Part 663 and related FTA guidance.

FTA 35: LIMITATION ON CERTAIN ROLLING STOCK PROCUREMENTS

Include in Third Party Contracts and Subcontracts

1. Limitation. Pursuant to Section 7613 of the National Defense Authorization Act for Fiscal Year 2020 (NDAA 2020), Public Law 116-92 (Dec. 20, 2019) and 49 U.S.C. § 5323(u), RTD is prohibited from using financial assistance under Chapter 53 of title 49 U.S. Code to award a contract or subcontract to an entity for the procurement of rolling stock for use in public transportation if the manufacturer of the rolling stock:

a. is incorporated in or has manufacturing facilities in the United States; and
b. is owned or controlled by, is a subsidiary of, or is otherwise related legally or financially to a corporation based in a country that –

   i. is identified as a nonmarket economy country (as defined in section 771(18) of the Tariff Act of 1930 (19 U.S.C. 1677(18))) as of the date of enactment of this subsection;
   ii. was identified by the United States Trade Representative in the most recent report required by section 182 of the Trade Act of 1974 (19 U.S.C. 2242) as a foreign country included on the priority watch list defined in subsection (g)(3) of that section; and
   iii. is subject to monitoring by the Trade Representative under section 306 of the Trade Act of 1974 (19 U.S.C. 2416) (a "Restricted Manufacturer").

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2. Exception. For purposes of this provision, the term "otherwise related legally or financially" does not include a minority relationship or investment or a relationship with or investment in a subsidiary, joint venture, or other entity based in a country described in paragraph (1)(B) of 49 U.S.C. 5323(u) that does not export rolling stock or components of rolling stock for use in the United States.

3. Prohibition. Contractor shall not provide RTD with rolling stock under this Contract if the rolling stock is from a Restricted Manufacturer or otherwise in violation of this prohibition.

4. Notification of Noncompliance. Contractor shall notify RTD immediately if Contractor or any of its subcontractors cannot comply with this provision during the performance of this Contract.

5. Flow Down Provision. Contractor shall insert this provision in all applicable subcontracts and other contractual instruments.

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FTA 36: SAFE OPERATION OF MOTOR VEHICLES

Include in Third Party Contracts and Subcontracts

1. Seat Belt Use. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-leased vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Contractor or RTD.

2. Distracted Driving. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately owned vehicle when on official business in connection with the work performed under this Contract.

3. Text Messaging. Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

4. Flow Down Provision. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

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FTA 37: TRAFFICKING IN PERSONS

1. Trafficking in Person Restrictions. The Contractor agrees that it and its employees shall not, at any time during the performance of this Contract, do any of the following:

a. Engage in severe forms of trafficking in persons, as defined Section 103 of the Trafficking Victims Protection Act of 2000 ("TVPA"), as amended, 22 U.S.C. § 7102;

b. Procure a commercial sex act, as defined Section 103 of the TVPA, as amended, 22 U.S.C. § 7102; or

c. Use forced labor, defined as labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery, in the performance of the Contract or permit the use of forced labor in the performance of any subcontract hereunder.

FTA 38: FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTION

Include in Third Party Contracts and Subcontracts

1. Certification. Contractor agrees that, prior to entering into any subcontract, Contractor will require the subcontractor to provide a certification on Federal Tax Liability and Recent Felony Convictions, which should be identical to the certification that Contractor provided RTD. If the prospective subcontractor cannot certify as to the statements, Contractor shall not enter into the subcontract absent RTD and FTA approval.

2. Flow Down Provision. Contractor agrees to include this clause in every subcontract awarded at every tier.

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FTA 39: INSURANCE

1. Flood Insurance. Contract agrees and assures that its Third Party Participants will agree to comply with flood insurance laws and guidance as follows:

a. It will have flood insurance as required by the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), for any building located in a special flood hazard area (100-year flood zone), before accessing federal assistance to acquire, construct, reconstruct, repair, or improve that building.

b. Each such building and its contents will be covered by flood insurance in an amount at least equal to the federal investment (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, 42 U.S.C. § 4001, et seq., whichever is less.

c. It will follow FTA guidance, except to the extent FTA determines otherwise in writing.

2. Other Insurance Requirements. Contractor will comply with the insurance requirements normally imposed by its state and local laws, regulations, and ordinances.

FTA 40: COVID-19 SAFETY REQUIREMENTS

Include in Third Party Contracts and Subcontracts

1. Compliance with CDC Mask Order. The Contractor agrees to comply with the Centers for Disease Control and Prevention ("CDC") Order of January 29, 2021, titled Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs ("CDC Mask Order"), as has been and may later be amended, and any other subsequent orders that may be issued. In addition, the Contractor shall comply with all applicable RTD policies and procedures, including those of RTD's service contractors.

2. Flow Down Provision. The Contractor agrees to include this clause in each subcontract to this Contract and to require subcontractors to include the clause in all lower-tier subcontracts.

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FTA 41: PRIVACY ACT

Include in Third Party Contracts and Subcontracts

1. Compliance with Privacy Act. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restriction and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a, as applicable. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the Contract.

2. Flow Down Provision. The Contractor agrees to include the above clause in each Subcontract associated with this Contract. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

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Exhibit N

Equipment Rental Rates

Docusign Envelope ID: C64E6D9A-5B8C-4FE2-9DBD-214839AB9B97

Exhibit N - Equipment Rental Rate Schedule

Equipment Name	Kraemer Inventory Type	Equipment Classification	2024 Operated Hourly Rate	2025 Operated Hourly Rate	2026 Operated Hourly Rate	2027 Operated Hourly Rate
Crane-Crawler-80 tn	American HC80	Crawler Mounted Lattice Boom Crane	$ 621.15	$ 650.65	$ 684.81	$ 719.05
Crane-crawler-100 tn	Manitowoc 10000	Crawler Mounted Lattice Boom Crane	$ 607.76	$ 636.63	$ 670.05	$ 703.55
Crane-RT 60 tn	Grove RT765E-2	Rough Terrain Hydraulic Crane	$ 386.55	$ 404.91	$ 426.17	$ 447.48
Crane-RT-80 tn (CO)	Grove RT880E	Rough Terrain Hydraulic Crane	$ 369.97	$ 387.54	$ 407.89	$ 428.28
BACKHOE 308 (15-30K#)	Caterpillar 308E2	Crawler Mounted Hydraulic Excavators	$ 70.50	$ 73.85	$ 77.73	$ 81.61
BACKHOE 312/313	Caterpillar 313	Crawler Mounted Hydraulic Excavators	$ 115.13	$ 120.60	$ 126.93	$ 133.28
BACKHOE 320 (45K#)	Caterpillar 320	Crawler Mounted Hydraulic Excavators	$ 119.70	$ 125.39	$ 131.97	$ 138.57
BACKHOE 325 (55K#)	Caterpillar 325	Crawler Mounted Hydraulic Excavators	$ 138.28	$ 144.85	$ 152.45	$ 160.08
Backhoe 330 (70-80k#)	Caterpillar 330FL	Crawler Mounted Hydraulic Excavators	$ 161.47	$ 169.14	$ 178.02	$ 186.92
Backhoe 336	Caterpillar 336F	Crawler Mounted Hydraulic Excavators	$ 158.16	$ 165.67	$ 174.37	$ 183.09
Backhoe 349 (100-110k#)	Caterpillar 349F	Crawler Mounted Hydraulic Excavators	$ 229.97	$ 240.89	$ 253.54	$ 266.22
Backhoe 374	Caterpillar 374FL	Crawler Mounted Hydraulic Excavators	$ 275.41	$ 288.49	$ 303.64	$ 318.82
Loader/Backhoe CAT 420	Caterpillar 420	Tractor-Loader-Backhoes	$ 57.14	$ 59.85	$ 63.00	$ 66.15
Excavator hammer-1,300 ft/lb	Caterpillar H100S	Hydraulic Impact Breakers	$ 33.09	$ 34.66	$ 36.48	$ 38.31
Excavator hammer-3000 ft/lb	Caterpillar H130S	Hydraulic Impact Breakers	$ 54.73	$ 57.33	$ 60.34	$ 63.36
Excavator hammer-5,000 ft/lb	Caterpillar H140CS	Hydraulic Impact Breakers	$ 60.35	$ 63.22	$ 66.54	$ 69.86
Excavator hammer-7,500 ft/lb	Caterpillar H160	Hydraulic Impact Breakers	$ 68.15	$ 71.39	$ 75.13	$ 78.89
UP 90 SHEAR ATTACHMENT	LaBounty UP 90	Concrete Crunchers	$ 46.47	$ 48.68	$ 51.23	$ 53.79
ROLLER/COMPACTOR - CP34 (PAD)	Caterpillar CP34	Single Drum Vibratory Compactors	$ 137.85	$ 144.40	$ 151.98	$ 159.58
ROLLER/COMPACTOR - CS34 (SMOOTH)	Caterpillar CS34	Single Drum Vibratory Compactors	$ 123.11	$ 128.96	$ 135.73	$ 142.51
ROLLER/COMPACTOR - CP44 B (PAD)	Caterpillar CP44B	Single Drum Vibratory Compactors	$ 221.42	$ 231.94	$ 244.11	$ 256.32
ROLLER/COMPACTOR - CS44 B (SMOOTH)	Caterpillar CS44B	Single Drum Vibratory Compactors	$ 198.32	$ 207.74	$ 218.65	$ 229.58
ROLLER/COMPACTOR - CP56 B (PAD)	Caterpillar CP56B	Single Drum Vibratory Compactors	$ 186.00	$ 194.84	$ 205.06	$ 215.32
ROLLER/COMPACTOR - CS56 B (SMOOTH)	Caterpillar CS56B	Single Drum Vibratory Compactors	$ 166.02	$ 173.91	$ 183.04	$ 192.19
Compactor - Plate	Atlas Copco LG 300	Hand Held Vibratory Plate Compactor	$ 16.11	$ 16.88	$ 17.76	$ 18.65
Loader 938	Caterpillar 938M	4-WD Articulated Wheel Loaders	$ 67.61	$ 70.82	$ 74.54	$ 78.27
Loader 950 (3.5-4.5 cy)	Caterpillar 950M	4-WD Articulated Wheel Loaders	$ 87.28	$ 91.43	$ 96.23	$ 101.04
Loader 963 (TRACK LOADER)	Caterpillar 963K	Standard Crawler Loaders	$ 166.95	$ 174.88	$ 184.06	$ 193.26
Loader 966/970 (4.5-6.0 cy)	Caterpillar 966M	4-WD Articulated Wheel Loaders	$ 123.77	$ 129.65	$ 136.46	$ 143.28
Loader 980	Caterpillar 980M	4-WD Articulated Wheel Loaders	$ 159.66	$ 167.24	$ 176.02	$ 184.83
CAT GRADER 140M (JD 770) w/ GPS	Caterpillar 140M	Articulated Frame Graders	$ 133.29	$ 139.62	$ 146.95	$ 154.30
Skid steer w/tracks (CAT 259)	Caterpillar 259D3	Compact Track Loaders	$ 38.32	$ 40.14	$ 42.25	$ 44.36
Broom for Skidsteer	Trac PTO	Track Loader Attachments	$ 5.95	$ 6.23	$ 6.56	$ 6.89
EW Water Truck - 2000 GAL	Misc. BB2 4x2 2000	On Highway Water Tankers	$ 37.47	$ 39.25	$ 41.31	$ 43.38
EW Water Truck - 4000 GAL	Misc DSL 6x4 4000	On Highway Water Tankers	$ 63.07	$ 66.07	$ 69.53	$ 73.01
KLIEN WATER TANK	Klein KPT-120	Portable Water Towers w/ Hydraulic Erection	$ 26.49	$ 27.75	$ 29.21	$ 30.67
Manlift - 120'	JLG 1200SJP	I.C. Self Propelled Telescopic Boom Aerial Lift	$ 149.77	$ 156.88	$ 165.12	$ 173.38
Manlift - 135'	JLG 1350SJP	I.C. Self Propelled Telescopic Boom Aerial Lift	$ 187.10	$ 195.99	$ 206.28	$ 216.59
Manlift - 40'	JLG 460SJ	I.C. Self Propelled Telescopic Boom Aerial Lift	$ 100.13	$ 104.89	$ 110.39	$ 115.91
Manlift - 65'	JLG 660SJ	I.C. Self Propelled Telescopic Boom Aerial Lift	$ 113.50	$ 118.89	$ 125.13	$ 131.39
Manlift - 85'	JLG 860SJ	I.C. Self Propelled Telescopic Boom Aerial Lift	$ 120.19	$ 125.90	$ 132.51	$ 139.13
Compressor 125-185 cfm	Atlas Copco XAS 185 CD	Portable Rotary Screw Air Compressor	$ 43.48	$ 45.55	$ 47.94	$ 50.33
Compressor 375-600 cfm	Atlas Copco XAS 440 JD	Portable Rotary Screw Air Compressor	$ 62.66	$ 65.64	$ 69.08	$ 72.54
Plate Compactor-Walk behind	Wacker RTL 82	Trench Compactors	$ 60.27	$ 63.13	$ 66.45	$ 69.77
Forklift - 12,000#	Xtreme XR1255	Telescoping Boom Rough Terrain Lift Trucks	$ 128.63	$ 134.74	$ 141.81	$ 148.90
Generator - 15-25kw	Multiquip DCA25USI4CAN	Large Generator Sets	$ 18.04	$ 18.90	$ 19.89	$ 20.88
Generator - 100-200kw	Multiquip DCA220SSJU4F3	Large Generator Sets	$ 101.24	$ 106.05	$ 111.62	$ 117.20
Ground Heater		Ground Heaters	$ 45.37	$ 47.53	$ 50.02	$ 52.52
Light plant	Magnum MLT4150	Portable Light Towers	$ 10.30	$ 10.79	$ 11.36	$ 11.92
Pressure Washer-Trailer Mtd	Landa MHC4-30324	Pressure Washers Hot	$ 7.41	$ 7.76	$ 8.17	$ 8.58
Vacuum Excavator	Kaiser Premier CV100T	On Highway Heavy Duty Truck	$ 114.84	$ 120.29	$ 126.61	$ 132.94
Welder	Miller Big Blue 400 CC/CV	Portable Welders	$ 13.04	$ 13.66	$ 14.38	$ 15.10

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Exhibit N - Equipment Rental Rate Schedule

Equipment Name	Kraemer Inventory Type	Equipment Classification	2024 Operated Hourly Rate	2025 Operated Hourly Rate	2026 Operated Hourly Rate	2027 Operated Hourly Rate
Trash Pump	Godwin HL5MS	Self Priming Trash Pumps	$ 98.16	$ 102.82	$ 108.22	$ 113.63
Waterpump 6"		Self Priming Water Pumps	$ 86.85	$ 90.98	$ 95.75	$ 100.54
Trench Box Shoring System		Underground Safety Equipment	$ 81.05	$ 84.90	$ 89.36	$ 93.82
Self Propelled Flat Saw - Husq FS4600G	Husqvarna FS4600G	Walk Behind Floor Saws	$ 28.16	$ 29.50	$ 31.05	$ 32.60
Truck - Fuel & Lube 1700 gal	Kenworth C500B	On Highway Truck Tractors	$ 65.53	$ 68.64	$ 72.25	$ 75.86
Truck - Mechanic/Welding	Dodge 5500	On Highway Light Duty Trucks	$ 23.01	$ 24.10	$ 25.37	$ 26.64
Truck - Flatbed	4x2 30KGVW DSL	On Highway Flatbed Trucks	$ 36.36	$ 38.09	$ 40.09	$ 42.09
Tool Trailer / Van Trailer		Cargo Van Field Office Trailer	$ 1.86	$ 1.95	$ 2.05	$ 2.15
Pickup - 1/2 ton 4x4	Chevy 1500	On-Highway Light Duty Trucks	$ 26.26	$ 27.51	$ 28.95	$ 30.40
Pickup - 3/4 ton 4x4	Ford F-250	On-Highway Light Duty Trucks	$ 32.30	$ 33.83	$ 35.61	$ 37.39

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Exhibit O

Billing Rates for Staffing and Salaried Schedule

Docusign Envelope ID: C64E6D9A-5B8C-4FE2-9DBD-214839AB9B97

Exhibit O

Billing Rates for Staffing and Salaried Schedule

Salaried Employee	Rate
Project Manager-Kraemer	$220.00
Construction Manager-Kraemer	$210.00
Scheduling Expert-Kraemer	$200.00
Cost Estimator-Kraemer	$190.00
Project Engineers-Kraemer	$160.00
Superintendent-Kraemer	$180.00
Safety Manager-Kraemer	$140.00
Clerical Services-Kraemer	$100.00
Accountant Services-Kraemer	$110.00
Construction Quality Manager - Kraemer	$160.00
Quality Manager - Canyon Engineering	$230.00
Sr. Manager-Sky Blue	$200.00
Project Manager-Sky Blue	$170.00
Superintendent-Sky Blue	$170.00
Project Engineers-Sky Blue	$100.00
Accounting-Sky Blue	$110.00
Sr. Estimator-Sky Blue	$170.00
Jr. Estimator-Sky Blue	$100.00
Principal-Loughran Group	$200.00
Sr. Associate-Loughran Group	$140.00
Associate-Loughran Group	$100.00
Graphic Designer-Loughran Group	$120.00
Specialist-Loughran Group	$80.00
Translation-Loughran Group	$90.00

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Exhibit P

Contractor's GMP Proposal

Docusign Envelope ID: C64E6D9A-5B8C-4FE2-9DBD-214839AB9B97

July 26, 2024

Jonathan Stewart
Project Director
City & County of Denver – DOTI
201 W. Colfax Avenue
Denver, Colorado 80202

Re: East Colfax Avenue BRT Project - Denver & Aurora Segments
Project No. DOTI-202055954-00
Guaranteed Maximum Price Proposal

Dear Jonathan,

Kraemer North America is pleased to submit our Guaranteed Maximum Price (GMP) proposal for both the Denver and Aurora segments of the East Colfax Avenue BRT project. Our GMP is based on the Release for Construction (RFC) plans for East Colfax Ave Bus Rapid Transit – Broadway/Civic Center Station to Yosemite Street plans dated 7/12/24, RFC plans for East Colfax Ave Bus Rapid Transit – Yosemite Steet to I-225 plans dated 7/26/24, all related Project Specifications and Contract documents.

We are requesting an overall GMP in the total of $197,334,058.13 as follows:

Denver Segment GMP	$	169,764,539.28
Aurora Segment GMP	$	13,876,091.86
Time and Material (T&M) Allowances		$7,372,396.00
GMP Contingency		$6,321,030.99
Total	**$**	**197,334,058.13**

Again, thank you for the opportunity to work with you and your team on this signature project. We look forward to working towards its successful completion. Should you have any questions or require additional information, please feel free to contact me at 303-944-4267.

Respectfully,
Kraemer North America, LLC

Nathan Corbin
Project Manager

Cc: Mike McNish, Kraemer

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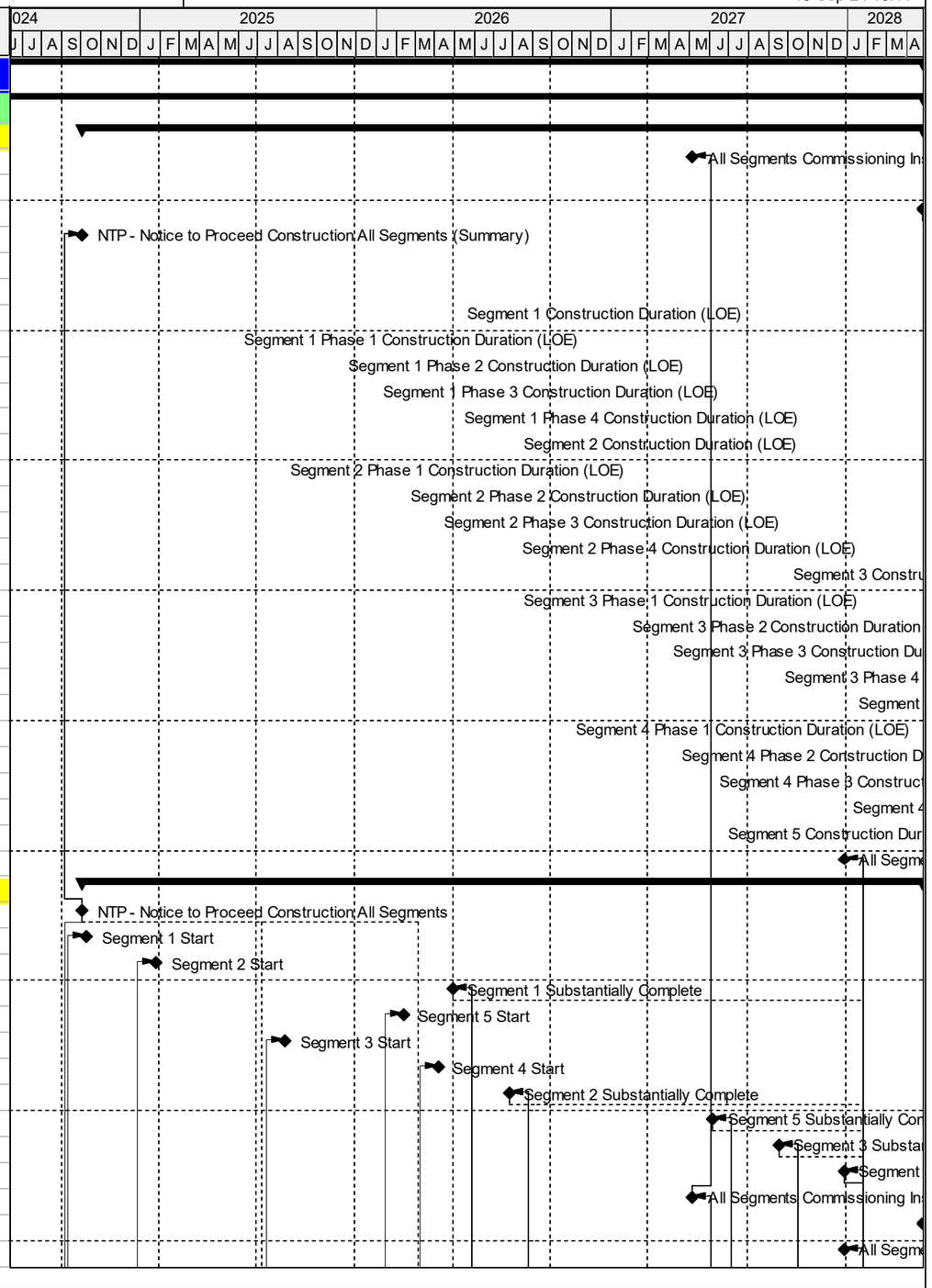
Project Scope Qualifications and Clarifications
East Colfax Avenue BRT Project – Denver & Aurora Segments
Monday, July 29, 2024

Inclusions / Exclusions / Clarifications / Assumptions

- Assumes a NTP for Construction by Oct 14th, 2025.
- Assumes use of RTD's 13th Avenue Station Lot for material staging and lay-down at no cost to project. If yard in not available, an alternate yard will be secured, and additional costs included in Change Order
- Excludes utility development and tap fees.
- Excludes hazardous material and asbestos handling fees other than what is required in Contract.
- Excludes cost for repairing existing conditions not shown in plans.
- Excludes costs for Meter Bag fees.
- Excludes costs associated with DOTI-RTD IGA that are not included in Contract.
- Excludes costs associated with plan review of permit fees.
- Assumes Landscape Establishment and DOTI acceptance will occur by Segment as work is completed and accepted. Maintenance responsibilities for landscaping and irrigation will be per the requirements of the Contract.

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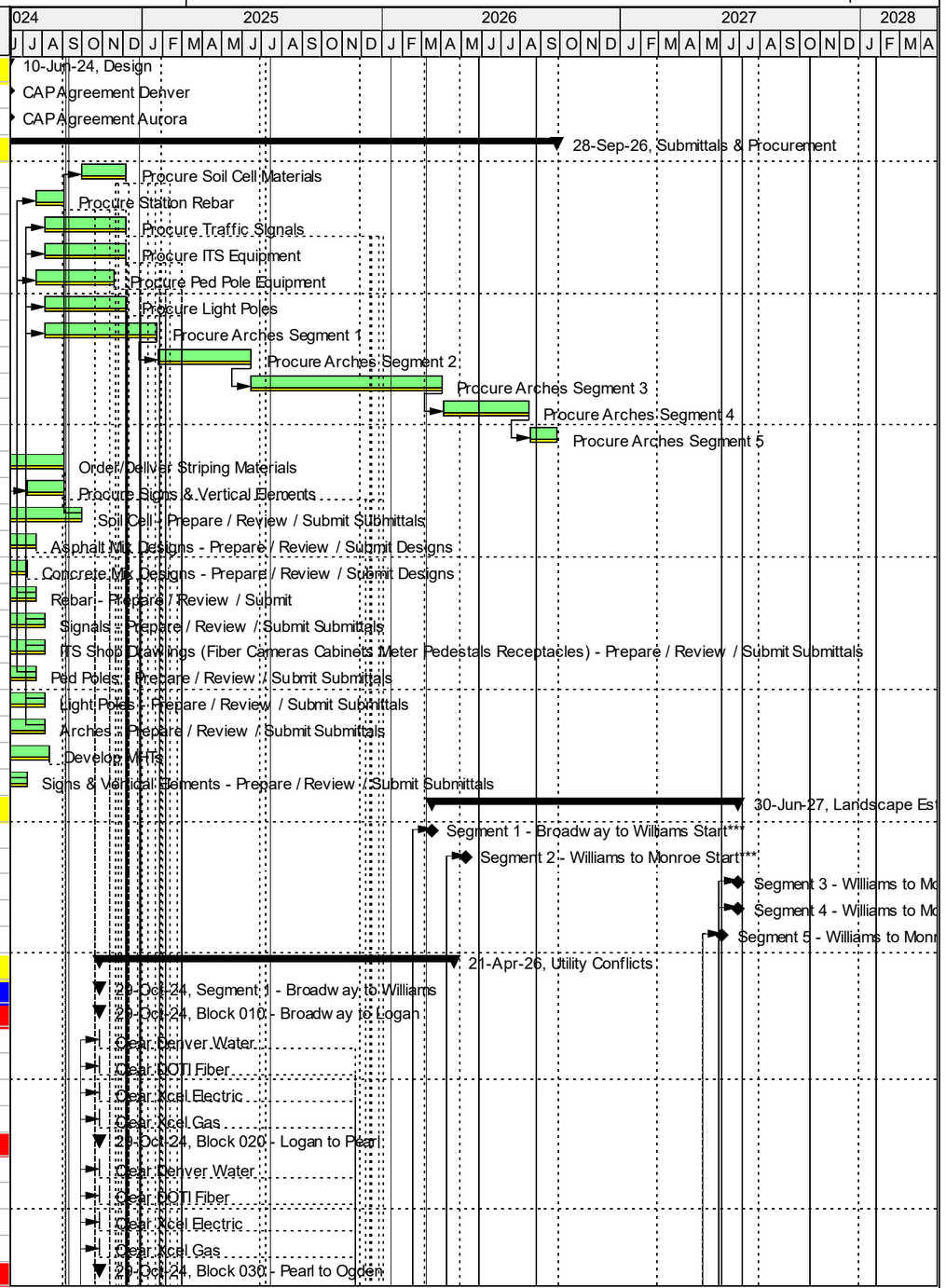
Activity ID	Activity Name	Original Duration	Start	Finish
Total		890	10-Jun-24	28-Apr-28
East Colfax BRT 100% Construction Schedule - Preliminary		890	10-Jun-24	28-Apr-28
Summary		1303	04-Oct-24	28-Apr-28
SUM-COMMSION	All Segments Commissioning Installation Complete (Summary)	0		07-May-27
SUM-CR	Construction Civil RIGHT (LOE)	1303	04-Oct-24	28-Apr-28
SUM-FINAL	All Segments Final Commissioning/Safety & Security/Punch List/Acceptance Complete (Summ	0		28-Apr-28
SUM-NTP	NTP - Notice to Proceed Construction All Segments (Summary)	0	04-Oct-24	
SUM-PI	Construction Public Information (LOE)	1303	04-Oct-24	28-Apr-28
SUM-QC	Construction Quality Control (LOE)	1303	04-Oct-24	28-Apr-28
SUM-Segment 1	Segment 1 Construction Duration (LOE)	566	12-Oct-24	30-Apr-26
SUM-Segment 1-P1	Segment 1 Phase 1 Construction Duration (LOE)	219	12-Oct-24	18-May-25
SUM-Segment 1-P2	Segment 1 Phase 2 Construction Duration (LOE)	159	24-May-25	29-Oct-25
SUM-Segment 1-P3	Segment 1 Phase 3 Construction Duration (LOE)	47	06-Nov-25	22-Dec-25
SUM-Segment 1-P4	Segment 1 Phase 4 Construction Duration (LOE)	125	24-Dec-25	27-Apr-26
SUM-Segment 2	Segment 2 Construction Duration (LOE)	547	28-Jan-25	28-Jul-26
SUM-Segment 2-P1	Segment 2 Phase 1 Construction Duration (LOE)	184	28-Jan-25	30-Jul-25
SUM-Segment 2-P2	Segment 2 Phase 2 Construction Duration (LOE)	180	07-Aug-25	02-Feb-26
SUM-Segment 2-P3	Segment 2 Phase 3 Construction Duration (LOE)	43	11-Feb-26	25-Mar-26
SUM-Segment 2-P4	Segment 2 Phase 4 Construction Duration (LOE)	114	04-Apr-26	26-Jul-26
SUM-Segment 3	Segment 3 Construction Duration (LOE)	768	14-Aug-25	20-Sep-27
SUM-Segment 3-P1	Segment 3 Phase 1 Construction Duration (LOE)	332	30-Aug-25	27-Jul-26
SUM-Segment 3-P2	Segment 3 Phase 2 Construction Duration (LOE)	168	29-Jul-26	12-Jan-27
SUM-Segment 3-P3	Segment 3 Phase 3 Construction Duration (LOE)	62	14-Jan-27	16-Mar-27
SUM-Segment 3-P4	Segment 3 Phase 4 Construction Duration (LOE)	173	18-Mar-27	06-Sep-27
SUM-Segment 4	Segment 4 Construction Duration (LOE)	631	09-Apr-26	30-Dec-27
SUM-Segment 4-P1	Segment 4 Phase 1 Construction Duration (LOE)	190	09-Apr-26	15-Oct-26
SUM-Segment 4-P2	Segment 4 Phase 2 Construction Duration (LOE)	139	10-Nov-26	28-Mar-27
SUM-Segment 4-P3	Segment 4 Phase 3 Construction Duration (LOE)	50	07-Apr-27	26-May-27
SUM-Segment 4-P4	Segment 4 Phase 4 Construction Duration (LOE)	201	04-Jun-27	21-Dec-27
SUM-Segment 5	Segment 5 Construction Duration (LOE)	480	14-Feb-26	08-Jun-27
SUM-SUBSTANT	All Segments Substantially Complete (Summary)	0		30-Dec-27
Milestones		921	04-Oct-24	28-Apr-28
A-NTP-000	NTP - Notice to Proceed Construction All Segments	0	04-Oct-24*	
A1120	Segment 1 Start	0	11-Oct-24	
A1140	Segment 2 Start	0	27-Jan-25	
A1150	Segment 1 Substantially Complete	0		30-Apr-26
A1160	Segment 5 Start	0	13-Feb-26	
A1170	Segment 3 Start	0	13-Aug-25	
A1180	Segment 4 Start	0	08-Apr-26	
A1190	Segment 2 Substantially Complete	0		28-Jul-26
A1200	Segment 5 Substantially Complete	0		08-Jun-27
A1210	Segment 3 Substantially Complete	0		20-Sep-27
A1220	Segment 4 Substantially Complete	0		30-Dec-27
Comm-11	All Segments Commissioning Installation Complete	0		07-May-27
Final-11	All Segments Final Acceptance	0		28-Apr-28
Substantial-11	All Segments Substantially Complete	0		30-Dec-27



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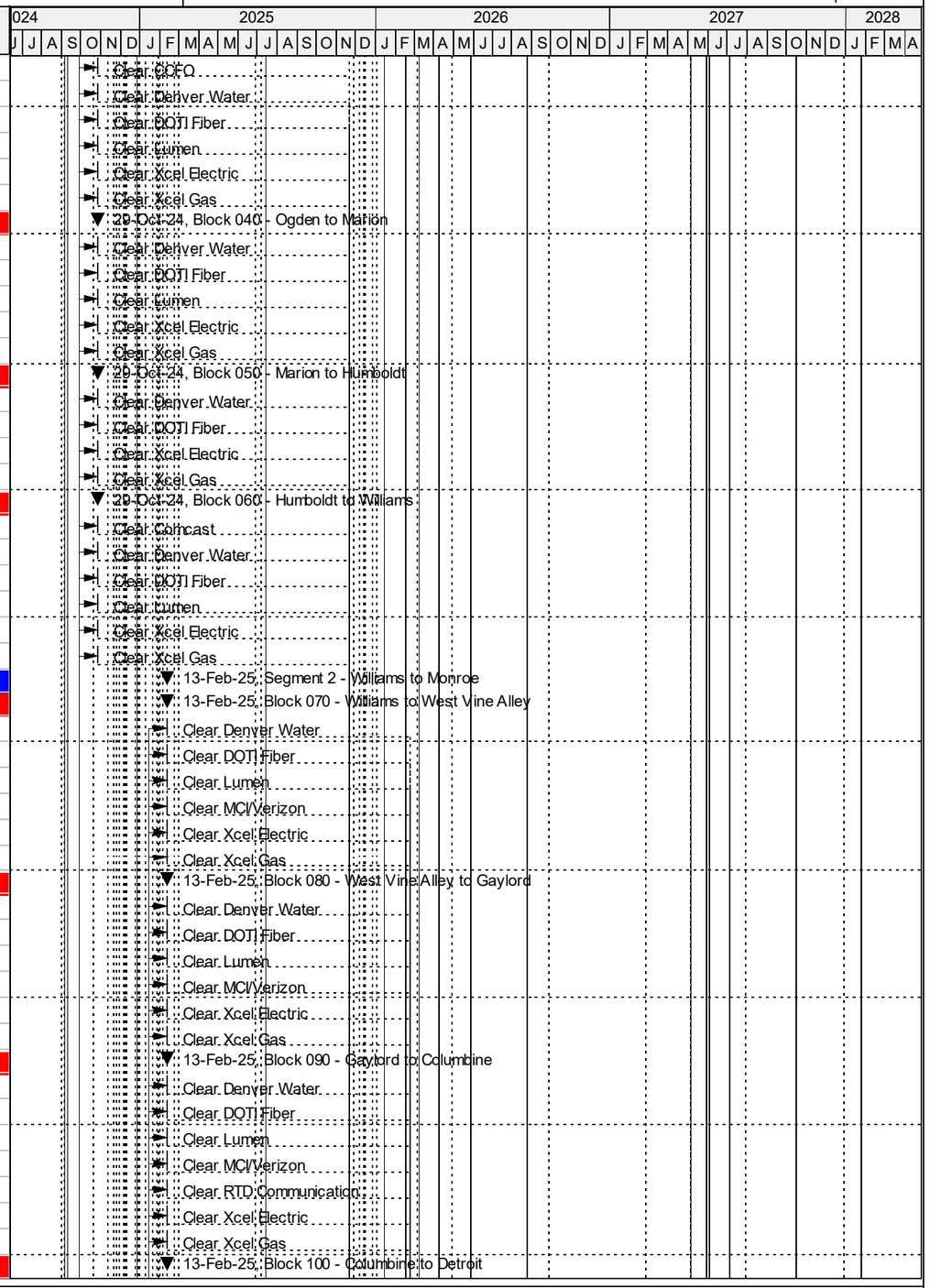
Activity ID	Activity Name	Original Duration	Start	Finish
Design		0	10-Jun-24	10-Jun-24
D-CAP-CCD-100	CAP Agreement Denver	0	10-Jun-24*	
D-CAP-COA-102	CAP Agreement Aurora	0	10-Jun-24*	
Submittals & Procurement		535	10-Jun-24	28-Sep-26
P-PRO-213.01	Procure Soil Cell Materials	40	02-Oct-24	09-Dec-24
P-PRO-602.1	Procure Station Rebar	30	23-Jul-24	03-Sep-24
P-PRO-614.01	Procure Traffic Signals	80	06-Aug-24	09-Dec-24
P-PRO-614.02	Procure ITS Equipment	80	06-Aug-24	09-Dec-24
P-PRO-614.03	Procure Ped Pole Equipment	80	23-Jul-24	20-Nov-24
P-PRO-614.04	Procure Light Poles	80	06-Aug-24	09-Dec-24
P-PRO-622.01	Procure Arches Segment 1	105	06-Aug-24	24-Jan-25
P-PRO-622.02	Procure Arches Segment 2	90	27-Jan-25	17-Jun-25
P-PRO-622.03	Procure Arches Segment 3	180	18-Jun-25	03-Apr-26
P-PRO-622.04	Procure Arches Segment 4	90	06-Apr-26	14-Aug-26
P-PRO-622.05	Procure Arches Segment 5	30	17-Aug-26	28-Sep-26
P-PRO-627.01	Order/Deliver Striping Materials	60	10-Jun-24	03-Sep-24
P-PRO-630.01	Procure Signs & Vertical Elements	40	09-Jul-24	03-Sep-24
P-SUB-213.01	Soil Cell - Prepare / Review / Submit Submittals	80	10-Jun-24	01-Oct-24
P-SUB-403.01	Asphalt Mix Designs - Prepare / Review / Submit Designs	30	10-Jun-24	22-Jul-24
P-SUB-601.01	Concrete Mix Designs - Prepare / Review / Submit Designs	20	10-Jun-24	08-Jul-24
P-SUB-602.1	Rebar - Prepare / Review / Submit	30	10-Jun-24	22-Jul-24
P-SUB-614.01	Signals - Prepare / Review / Submit Submittals	40	10-Jun-24	05-Aug-24
P-SUB-614.02	ITS Shop Drawings (Fiber Cameras Cabinets Meter Pedestals Receptacles) - Prepare / Revie	40	10-Jun-24	05-Aug-24
P-SUB-614.03	Ped Poles - Prepare / Review / Submit Submittals	30	10-Jun-24	22-Jul-24
P-SUB-614.04	Light Poles - Prepare / Review / Submit Submittals	40	10-Jun-24	05-Aug-24
P-SUB-622.01	Arches - Prepare / Review / Submit Submittals	40	10-Jun-24	05-Aug-24
P-SUB-627.01	Develop MHTs	45	10-Jun-24	12-Aug-24
P-SUB-630.01	Signs & Vertical Elements - Prepare / Review / Submit Submittals	20	10-Jun-24	08-Jul-24
Landscape Establishment Periods		296	20-Mar-26	30-Jun-27
LEP-S1 - START	Segment 1 - Broadway to Williams Start***	0	20-Mar-26	
LEP-S2 - START	Segment 2 - Williams to Monroe Start***	0	11-May-26	
LEP-S3-START	Segment 3 - Williams to Monroe Start***	0	30-Jun-27	
LEP-S4-START	Segment 4 - Williams to Monroe Start***	0	30-Jun-27	
LEP-S5-START	Segment 5 - Williams to Monroe Start***	0	07-Jun-27	
Utility Conflicts		375	29-Oct-24	21-Apr-26
Segment 1 - Broadway to Williams		0	29-Oct-24	29-Oct-24
Block 010 - Broadway to Logan		0	29-Oct-24	29-Oct-24
U-010-DENW-100	Clear Denver Water	0	29-Oct-24	29-Oct-24
U-010-DOTF-100	Clear DOTI Fiber	0	29-Oct-24	29-Oct-24
U-010-XELE-100	Clear Xcel Electric	0	29-Oct-24	29-Oct-24
U-010-XGAS-100	Clear Xcel Gas	0	29-Oct-24	29-Oct-24
Block 020 - Logan to Pearl		0	29-Oct-24	29-Oct-24
U-020-DENW-100	Clear Denver Water	0	29-Oct-24	29-Oct-24
U-020-DOTF-100	Clear DOTI Fiber	0	29-Oct-24	29-Oct-24
U-020-XELE-100	Clear Xcel Electric	0	29-Oct-24	29-Oct-24
U-020-XGAS-100	Clear Xcel Gas	0	29-Oct-24	29-Oct-24
Block 030 - Pearl to Ogden		0	29-Oct-24	29-Oct-24



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Activity ID	Activity Name	Original Duration	Start	Finish
U-030-CCFO-100	Clear CCFO	0	29-Oct-24	29-Oct-24
U-030-DENW-100	Clear Denver Water	0	29-Oct-24	29-Oct-24
U-030-DOTF-100	Clear DOTI Fiber	0	29-Oct-24	29-Oct-24
U-030-LUMN-100	Clear Lumen	0	29-Oct-24	29-Oct-24
U-030-XELE-100	Clear Xcel Electric	0	29-Oct-24	29-Oct-24
U-030-XGAS-100	Clear Xcel Gas	0	29-Oct-24	29-Oct-24
Block 040 - Ogden to Marion		0	29-Oct-24	29-Oct-24
U-040-DENW-100	Clear Denver Water	0	29-Oct-24	29-Oct-24
U-040-DOTF-100	Clear DOTI Fiber	0	29-Oct-24	29-Oct-24
U-040-LUMN-100	Clear Lumen	0	29-Oct-24	29-Oct-24
U-040-XELE-100	Clear Xcel Electric	0	29-Oct-24	29-Oct-24
U-040-XGAS-100	Clear Xcel Gas	0	29-Oct-24	29-Oct-24
Block 050 - Marion to Humboldt		0	29-Oct-24	29-Oct-24
U-050-DENW-100	Clear Denver Water	0	29-Oct-24	29-Oct-24
U-050-DOTF-100	Clear DOTI Fiber	0	29-Oct-24	29-Oct-24
U-050-XELE-100	Clear Xcel Electric	0	29-Oct-24	29-Oct-24
U-050-XGAS-100	Clear Xcel Gas	0	29-Oct-24	29-Oct-24
Block 060 - Humboldt to Williams		0	29-Oct-24	29-Oct-24
U-060-COMC-100	Clear Comcast	0	29-Oct-24	29-Oct-24
U-060-DENW-100	Clear Denver Water	0	29-Oct-24	29-Oct-24
U-060-DOTF-100	Clear DOTI Fiber	0	29-Oct-24	29-Oct-24
U-060-LUMN-100	Clear Lumen	0	29-Oct-24	29-Oct-24
U-060-XELE-100	Clear Xcel Electric	0	29-Oct-24	29-Oct-24
U-060-XGAS-100	Clear Xcel Gas	0	29-Oct-24	29-Oct-24
Segment 2 - Williams to Monroe		0	13-Feb-25	13-Feb-25
Block 070 - Williams to West Vine Alley		0	13-Feb-25	13-Feb-25
U-070-DENW-100	Clear Denver Water	0	13-Feb-25	13-Feb-25
U-070-DOTF-100	Clear DOTI Fiber	0	13-Feb-25	13-Feb-25
U-070-LUMN-100	Clear Lumen	0	13-Feb-25	13-Feb-25
U-070-MCIZ-100	Clear MCI/Verizon	0	13-Feb-25	13-Feb-25
U-070-XELE-100	Clear Xcel Electric	0	13-Feb-25	13-Feb-25
U-070-XGAS-100	Clear Xcel Gas	0	13-Feb-25	13-Feb-25
Block 080 - West Vine Alley to Gaylord		0	13-Feb-25	13-Feb-25
U-080-DENW-100	Clear Denver Water	0	13-Feb-25	13-Feb-25
U-080-DOTF-100	Clear DOTI Fiber	0	13-Feb-25	13-Feb-25
U-080-LUMN-100	Clear Lumen	0	13-Feb-25	13-Feb-25
U-080-MCIZ-100	Clear MCI/Verizon	0	13-Feb-25	13-Feb-25
U-080-XELE-100	Clear Xcel Electric	0	13-Feb-25	13-Feb-25
U-080-XGAS-100	Clear Xcel Gas	0	13-Feb-25	13-Feb-25
Block 090 - Gaylord to Columbine		0	13-Feb-25	13-Feb-25
U-090-DENW-100	Clear Denver Water	0	13-Feb-25	13-Feb-25
U-090-DOTF-100	Clear DOTI Fiber	0	13-Feb-25	13-Feb-25
U-090-LUMN-100	Clear Lumen	0	13-Feb-25	13-Feb-25
U-090-MCIZ-100	Clear MCI/Verizon	0	13-Feb-25	13-Feb-25
U-090-RTDC-100	Clear RTD Communication	0	13-Feb-25	13-Feb-25
U-090-XELE-100	Clear Xcel Electric	0	13-Feb-25	13-Feb-25
U-090-XGAS-100	Clear Xcel Gas	0	13-Feb-25	13-Feb-25
Block 100 - Columbine to Detroit		0	13-Feb-25	13-Feb-25



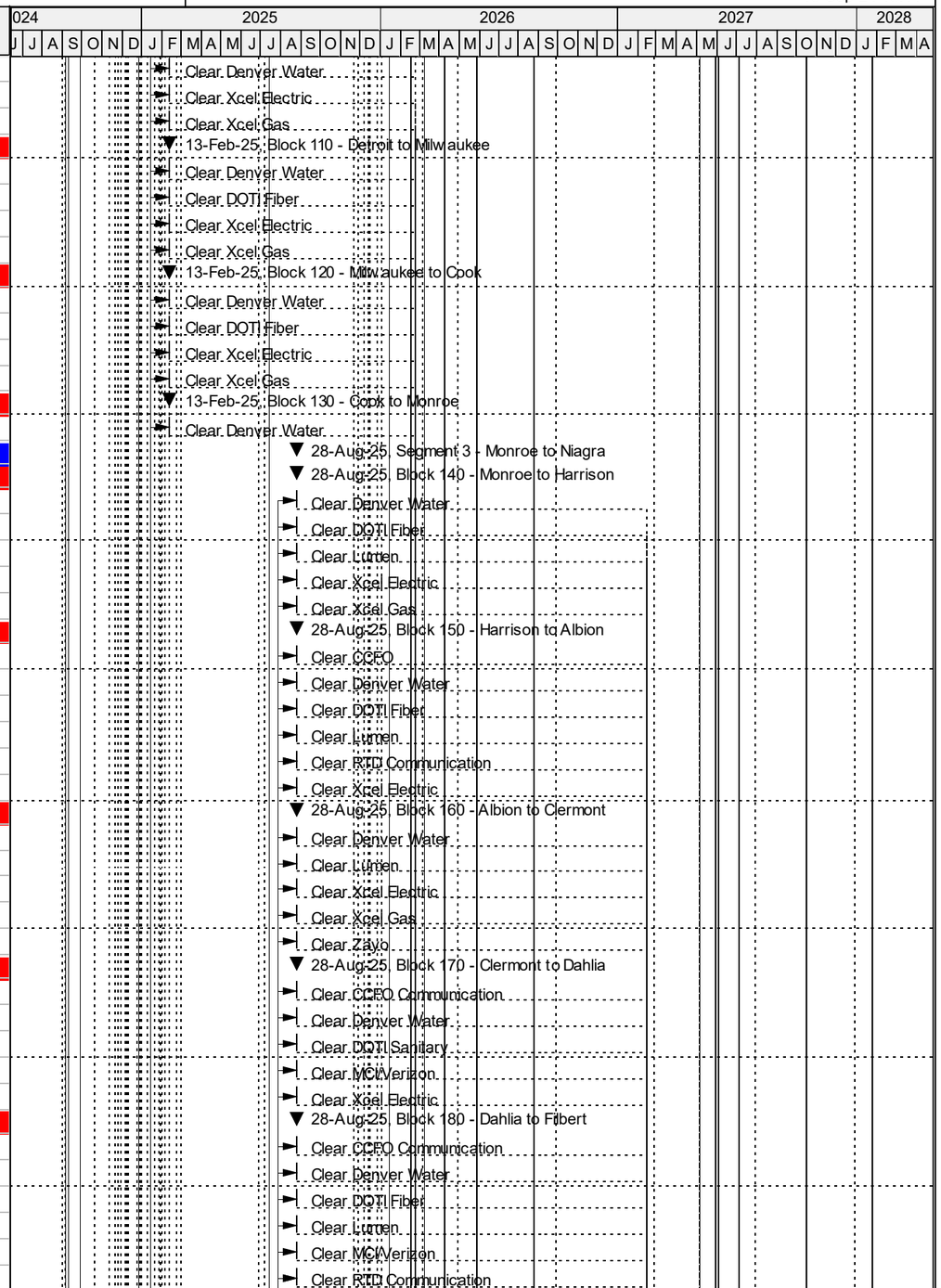
Primary Baseline | Remaining Work | Milestone
Actual Work | Critical Remaining Work | Summary

TASK filter: All Activities

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Activity ID	Activity Name	Original Duration	Start	Finish
U-100-DENW-100	Clear Denver Water	0	13-Feb-25	13-Feb-25
U-100-XELE-100	Clear Xcel Electric	0	13-Feb-25	13-Feb-25
U-100-XGAS-100	Clear Xcel Gas	0	13-Feb-25	13-Feb-25
Block 110 - Detroit to Milwaukee		0	13-Feb-25	13-Feb-25
U-110-DENW-100	Clear Denver Water	0	13-Feb-25	13-Feb-25
U-110-DOTF-100	Clear DOTI Fiber	0	13-Feb-25	13-Feb-25
U-110-XELE-100	Clear Xcel Electric	0	13-Feb-25	13-Feb-25
U-110-XGAS-100	Clear Xcel Gas	0	13-Feb-25	13-Feb-25
Block 120 - Milwaukee to Cook		0	13-Feb-25	13-Feb-25
U-120-DENW-100	Clear Denver Water	0	13-Feb-25	13-Feb-25
U-120-DOTF-100	Clear DOTI Fiber	0	13-Feb-25	13-Feb-25
U-120-XELE-100	Clear Xcel Electric	0	13-Feb-25	13-Feb-25
U-120-XGAS-100	Clear Xcel Gas	0	13-Feb-25	13-Feb-25
Block 130 - Cook to Monroe		0	13-Feb-25	13-Feb-25
U-130-DENW-100	Clear Denver Water	0	13-Feb-25	13-Feb-25
Segment 3 - Monroe to Niagra		0	28-Aug-25	28-Aug-25
Block 140 - Monroe to Harrison		0	28-Aug-25	28-Aug-25
U-140-DENW-100	Clear Denver Water	0	28-Aug-25	28-Aug-25
U-140-DOTF-100	Clear DOTI Fiber	0	28-Aug-25	28-Aug-25
U-140-LUMN-100	Clear Lumen	0	28-Aug-25	28-Aug-25
U-140-XELE-100	Clear Xcel Electric	0	28-Aug-25	28-Aug-25
U-140-XGAS-100	Clear Xcel Gas	0	28-Aug-25	28-Aug-25
Block 150 - Harrison to Albion		0	28-Aug-25	28-Aug-25
U-150-CCFO-100	Clear CCFO	0	28-Aug-25	28-Aug-25
U-150-DENW-100	Clear Denver Water	0	28-Aug-25	28-Aug-25
U-150-DOTF-100	Clear DOTI Fiber	0	28-Aug-25	28-Aug-25
U-150-LUMN-100	Clear Lumen	0	28-Aug-25	28-Aug-25
U-150-RTDC-100	Clear RTD Communication	0	28-Aug-25	28-Aug-25
U-150-XELE-100	Clear Xcel Electric	0	28-Aug-25	28-Aug-25
Block 160 - Albion to Clermont		0	28-Aug-25	28-Aug-25
U-160-DENW-100	Clear Denver Water	0	28-Aug-25	28-Aug-25
U-160-LUMN-100	Clear Lumen	0	28-Aug-25	28-Aug-25
U-160-XELE-100	Clear Xcel Electric	0	28-Aug-25	28-Aug-25
U-160-XGAS-100	Clear Xcel Gas	0	28-Aug-25	28-Aug-25
U-160-ZAYO-100	Clear Zayo	0	28-Aug-25	28-Aug-25
Block 170 - Clermont to Dahlia		0	28-Aug-25	28-Aug-25
U-170-CCFO-100	Clear CCFO Communication	0	28-Aug-25	28-Aug-25
U-170-DENW-100	Clear Denver Water	0	28-Aug-25	28-Aug-25
U-170-DOTS-100	Clear DOTI Sanitary	0	28-Aug-25	28-Aug-25
U-170-MCIZ-100	Clear MCI/Verizon	0	28-Aug-25	28-Aug-25
U-170-XELE-100	Clear Xcel Electric	0	28-Aug-25	28-Aug-25
Block 180 - Dahlia to Filbert		0	28-Aug-25	28-Aug-25
U-180-CCFO-100	Clear CCFO Communication	0	28-Aug-25	28-Aug-25
U-180-DENW-100	Clear Denver Water	0	28-Aug-25	28-Aug-25
U-180-DOTF-100	Clear DOTI Fiber	0	28-Aug-25	28-Aug-25
U-180-LUMN-100	Clear Lumen	0	28-Aug-25	28-Aug-25
U-180-MCIZ-100	Clear MCI/Verizon	0	28-Aug-25	28-Aug-25
U-180-RTDC-100	Clear RTD Communication	0	28-Aug-25	28-Aug-25



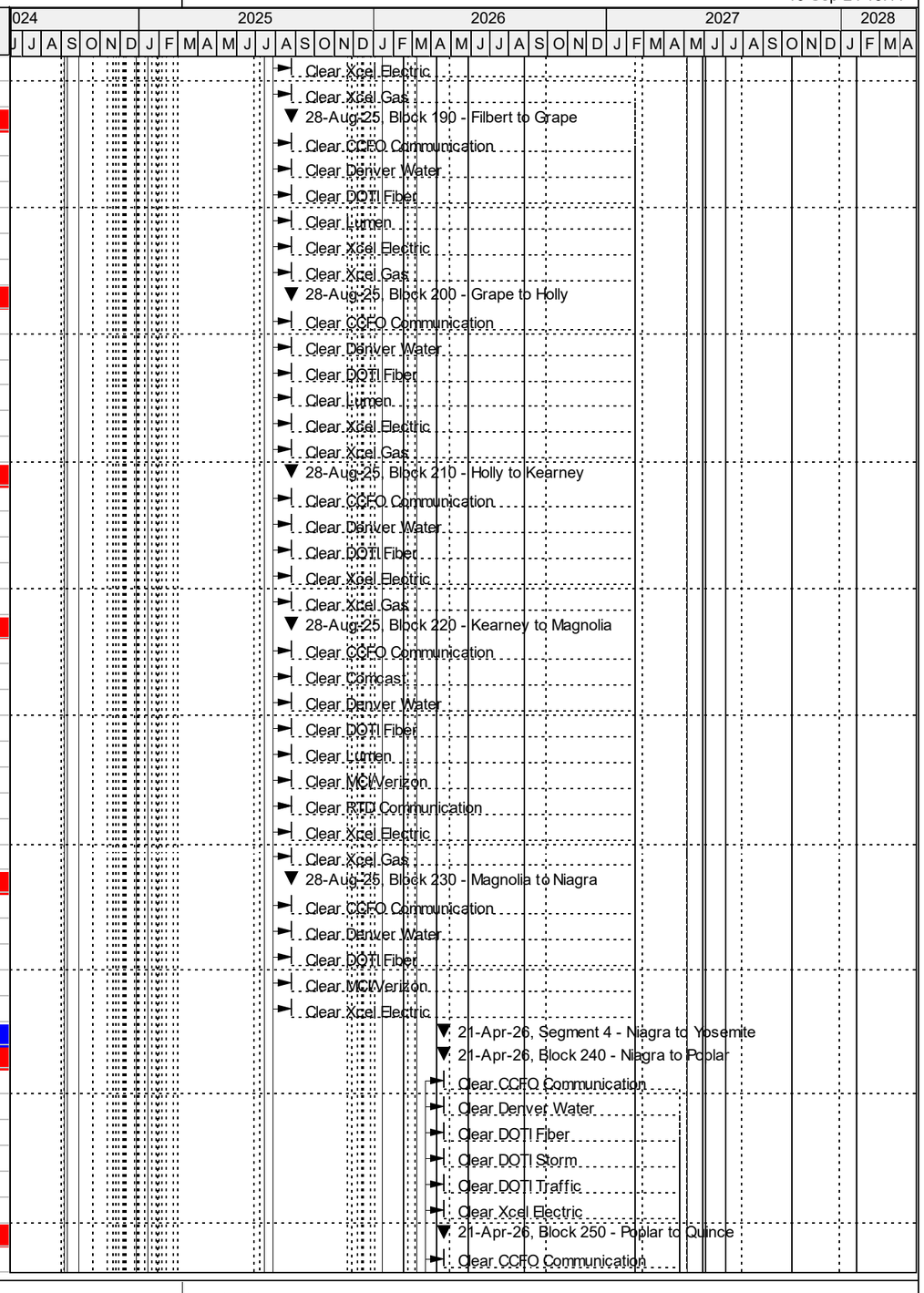
Primary Baseline | Actual Work | Remaining Work | Critical Remaining Work | Milestone | Summary

TASK filter: All Activities

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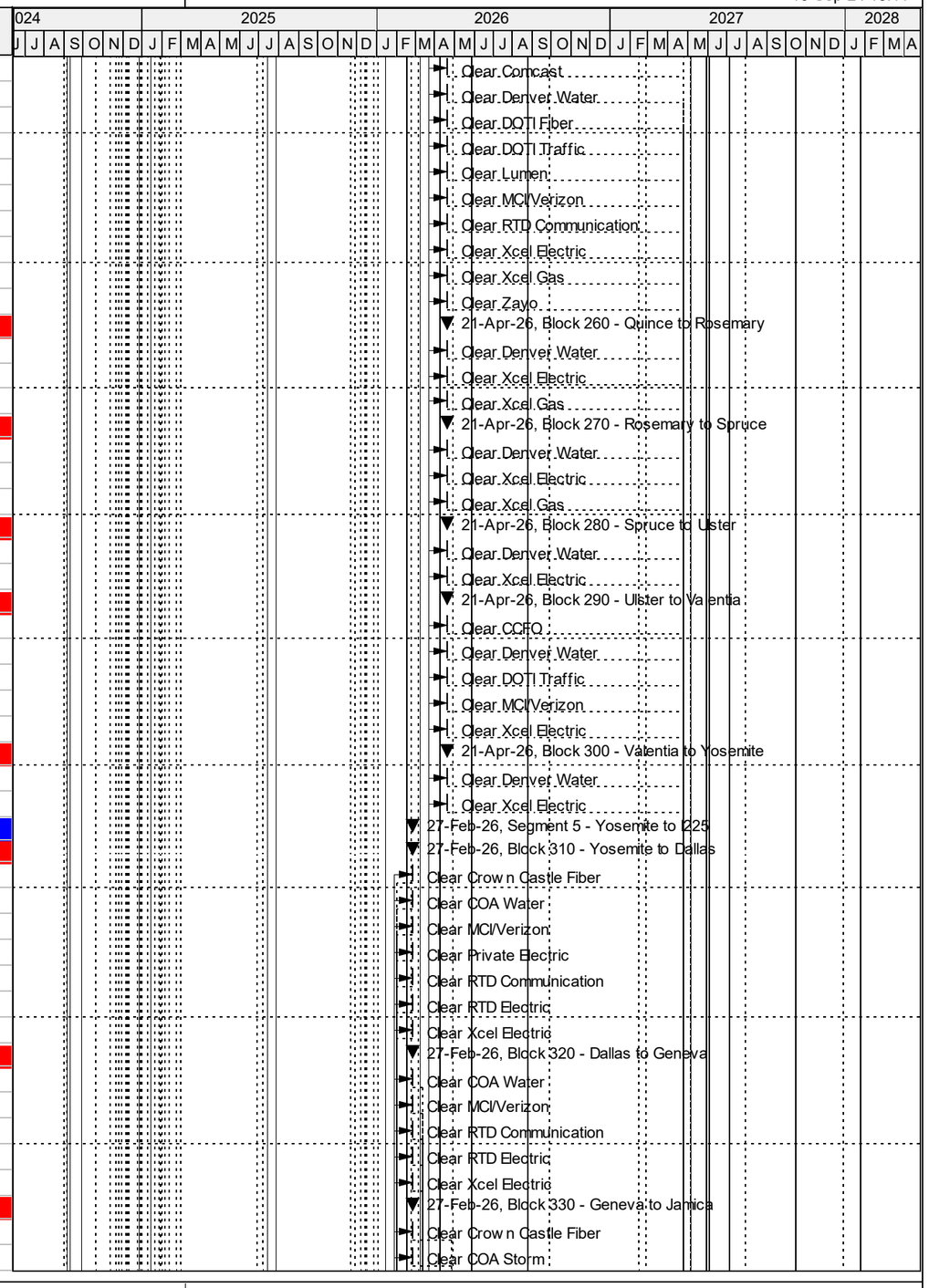
Activity ID	Activity Name	Original Duration	Start	Finish
U-180-XELE-100	Clear Xcel Electric	0	28-Aug-25	28-Aug-25
U-180-XGAS-100	Clear Xcel Gas	0	28-Aug-25	28-Aug-25
Block 190 - Filbert to Grape		0	28-Aug-25	28-Aug-25
U-190-CCFO-100	Clear CCFO Communication	0	28-Aug-25	28-Aug-25
U-190-DENW-100	Clear Denver Water	0	28-Aug-25	28-Aug-25
U-190-DOTF-100	Clear DOTI Fiber	0	28-Aug-25	28-Aug-25
U-190-LUMN-100	Clear Lumen	0	28-Aug-25	28-Aug-25
U-190-XELE-100	Clear Xcel Electric	0	28-Aug-25	28-Aug-25
U-190-XGAS-100	Clear Xcel Gas	0	28-Aug-25	28-Aug-25
Block 200 - Grape to Holly		0	28-Aug-25	28-Aug-25
U-200-CCFO-100	Clear CCFO Communication	0	28-Aug-25	28-Aug-25
U-200-DENW-100	Clear Denver Water	0	28-Aug-25	28-Aug-25
U-200-DOTF-100	Clear DOTI Fiber	0	28-Aug-25	28-Aug-25
U-200-LUMN-100	Clear Lumen	0	28-Aug-25	28-Aug-25
U-200-XELE-100	Clear Xcel Electric	0	28-Aug-25	28-Aug-25
U-200-XGAS-100	Clear Xcel Gas	0	28-Aug-25	28-Aug-25
Block 210 - Holly to Kearney		0	28-Aug-25	28-Aug-25
U-210-CCFO-100	Clear CCFO Communication	0	28-Aug-25	28-Aug-25
U-210-DENW-100	Clear Denver Water	0	28-Aug-25	28-Aug-25
U-210-DOTF-100	Clear DOTI Fiber	0	28-Aug-25	28-Aug-25
U-210-XELE-100	Clear Xcel Electric	0	28-Aug-25	28-Aug-25
U-210-XGAS-100	Clear Xcel Gas	0	28-Aug-25	28-Aug-25
Block 220 - Kearney to Magnolia		0	28-Aug-25	28-Aug-25
U-220-CCFO-100	Clear CCFO Communication	0	28-Aug-25	28-Aug-25
U-220-COMC-100	Clear Comcast	0	28-Aug-25	28-Aug-25
U-220-DENW-100	Clear Denver Water	0	28-Aug-25	28-Aug-25
U-220-DOTF-100	Clear DOTI Fiber	0	28-Aug-25	28-Aug-25
U-220-LUMN-100	Clear Lumen	0	28-Aug-25	28-Aug-25
U-220-MCIZ-100	Clear MCI/Verizon	0	28-Aug-25	28-Aug-25
U-220-RTDC-100	Clear RTD Communication	0	28-Aug-25	28-Aug-25
U-220-XELE-100	Clear Xcel Electric	0	28-Aug-25	28-Aug-25
U-220-XGAS-100	Clear Xcel Gas	0	28-Aug-25	28-Aug-25
Block 230 - Magnolia to Niagra		0	28-Aug-25	28-Aug-25
U-230-CCFO-100	Clear CCFO Communication	0	28-Aug-25	28-Aug-25
U-230-DENW-100	Clear Denver Water	0	28-Aug-25	28-Aug-25
U-230-DOTF-100	Clear DOTI Fiber	0	28-Aug-25	28-Aug-25
U-230-MCIZ-100	Clear MCI/Verizon	0	28-Aug-25	28-Aug-25
U-230-XELE-100	Clear Xcel Electric	0	28-Aug-25	28-Aug-25
Segment 4 - Niagra to Yosemite		0	21-Apr-26	21-Apr-26
Block 240 - Niagra to Poplar		0	21-Apr-26	21-Apr-26
U-240-CCFO-100	Clear CCFO Communication	0	21-Apr-26	21-Apr-26
U-240-DENW-100	Clear Denver Water	0	21-Apr-26	21-Apr-26
U-240-DOTF-100	Clear DOTI Fiber	0	21-Apr-26	21-Apr-26
U-240-DOTR-100	Clear DOTI Storm	0	21-Apr-26	21-Apr-26
U-240-DOTT-100	Clear DOTI Traffic	0	21-Apr-26	21-Apr-26
U-240-XELE-100	Clear Xcel Electric	0	21-Apr-26	21-Apr-26
Block 250 - Poplar to Quince		0	21-Apr-26	21-Apr-26
U-250-CCFO-100	Clear CCFO Communication	0	21-Apr-26	21-Apr-26



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Activity ID	Activity Name	Original Duration	Start	Finish
U-250-COMC-100	Clear Comcast	0	21-Apr-26	21-Apr-26
U-250-DENW-100	Clear Denver Water	0	21-Apr-26	21-Apr-26
U-250-DOTF-100	Clear DOTI Fiber	0	21-Apr-26	21-Apr-26
U-250-DOTT-100	Clear DOTI Traffic	0	21-Apr-26	21-Apr-26
U-250-LUMN-100	Clear Lumen	0	21-Apr-26	21-Apr-26
U-250-MCIZ-100	Clear MCI/Verizon	0	21-Apr-26	21-Apr-26
U-250-RTDC-100	Clear RTD Communication	0	21-Apr-26	21-Apr-26
U-250-XELE-100	Clear Xcel Electric	0	21-Apr-26	21-Apr-26
U-250-XGAS-100	Clear Xcel Gas	0	21-Apr-26	21-Apr-26
U-250-ZAYO-100	Clear Zayo	0	21-Apr-26	21-Apr-26
Block 260 - Quince to Rosemary		0	21-Apr-26	21-Apr-26
U-260-DENW-100	Clear Denver Water	0	21-Apr-26	21-Apr-26
U-260-XELE-100	Clear Xcel Electric	0	21-Apr-26	21-Apr-26
U-260-XGAS-100	Clear Xcel Gas	0	21-Apr-26	21-Apr-26
Block 270 - Rosemary to Spruce		0	21-Apr-26	21-Apr-26
U-270-DENW-100	Clear Denver Water	0	21-Apr-26	21-Apr-26
U-270-XELE-100	Clear Xcel Electric	0	21-Apr-26	21-Apr-26
U-270-XGAS-100	Clear Xcel Gas	0	21-Apr-26	21-Apr-26
Block 280 - Spruce to Ulster		0	21-Apr-26	21-Apr-26
U-280-DENW-100	Clear Denver Water	0	21-Apr-26	21-Apr-26
U-280-XELE-100	Clear Xcel Electric	0	21-Apr-26	21-Apr-26
Block 290 - Ulster to Valentia		0	21-Apr-26	21-Apr-26
U-290-CCFO-100	Clear CCFO	0	21-Apr-26	21-Apr-26
U-290-DENW-100	Clear Denver Water	0	21-Apr-26	21-Apr-26
U-290-DOTT-100	Clear DOTI Traffic	0	21-Apr-26	21-Apr-26
U-290-MCIZ-100	Clear MCI/Verizon	0	21-Apr-26	21-Apr-26
U-290-XELE-100	Clear Xcel Electric	0	21-Apr-26	21-Apr-26
Block 300 - Valentia to Yosemite		0	21-Apr-26	21-Apr-26
U-300-DENW-100	Clear Denver Water	0	21-Apr-26	21-Apr-26
U-300-XELE-100	Clear Xcel Electric	0	21-Apr-26	21-Apr-26
Segment 5 - Yosemite to I225		0	27-Feb-26	27-Feb-26
Block 310 - Yosemite to Dallas		0	27-Feb-26	27-Feb-26
U-310-CCFI-100	Clear Crown Castle Fiber	0	27-Feb-26	27-Feb-26
U-310-COAW-100	Clear COA Water	0	27-Feb-26	27-Feb-26
U-310-MCIZ-100	Clear MCI/Verizon	0	27-Feb-26	27-Feb-26
U-310-PELE-100	Clear Private Electric	0	27-Feb-26	27-Feb-26
U-310-RTDC-100	Clear RTD Communication	0	27-Feb-26	27-Feb-26
U-310-RTDE-100	Clear RTD Electric	0	27-Feb-26	27-Feb-26
U-310-XELE-100	Clear Xcel Electric	0	27-Feb-26	27-Feb-26
Block 320 - Dallas to Geneva		0	27-Feb-26	27-Feb-26
U-320-COAW-100	Clear COA Water	0	27-Feb-26	27-Feb-26
U-320-MCIZ-100	Clear MCI/Verizon	0	27-Feb-26	27-Feb-26
U-320-RTDC-100	Clear RTD Communication	0	27-Feb-26	27-Feb-26
U-320-RTDE-100	Clear RTD Electric	0	27-Feb-26	27-Feb-26
U-320-XELE-100	Clear Xcel Electric	0	27-Feb-26	27-Feb-26
Block 330 - Geneva to Jamica		0	27-Feb-26	27-Feb-26
U-330-CCFI-100	Clear Crown Castle Fiber	0	27-Feb-26	27-Feb-26
U-330-COAS-100	Clear COA Storm	0	27-Feb-26	27-Feb-26



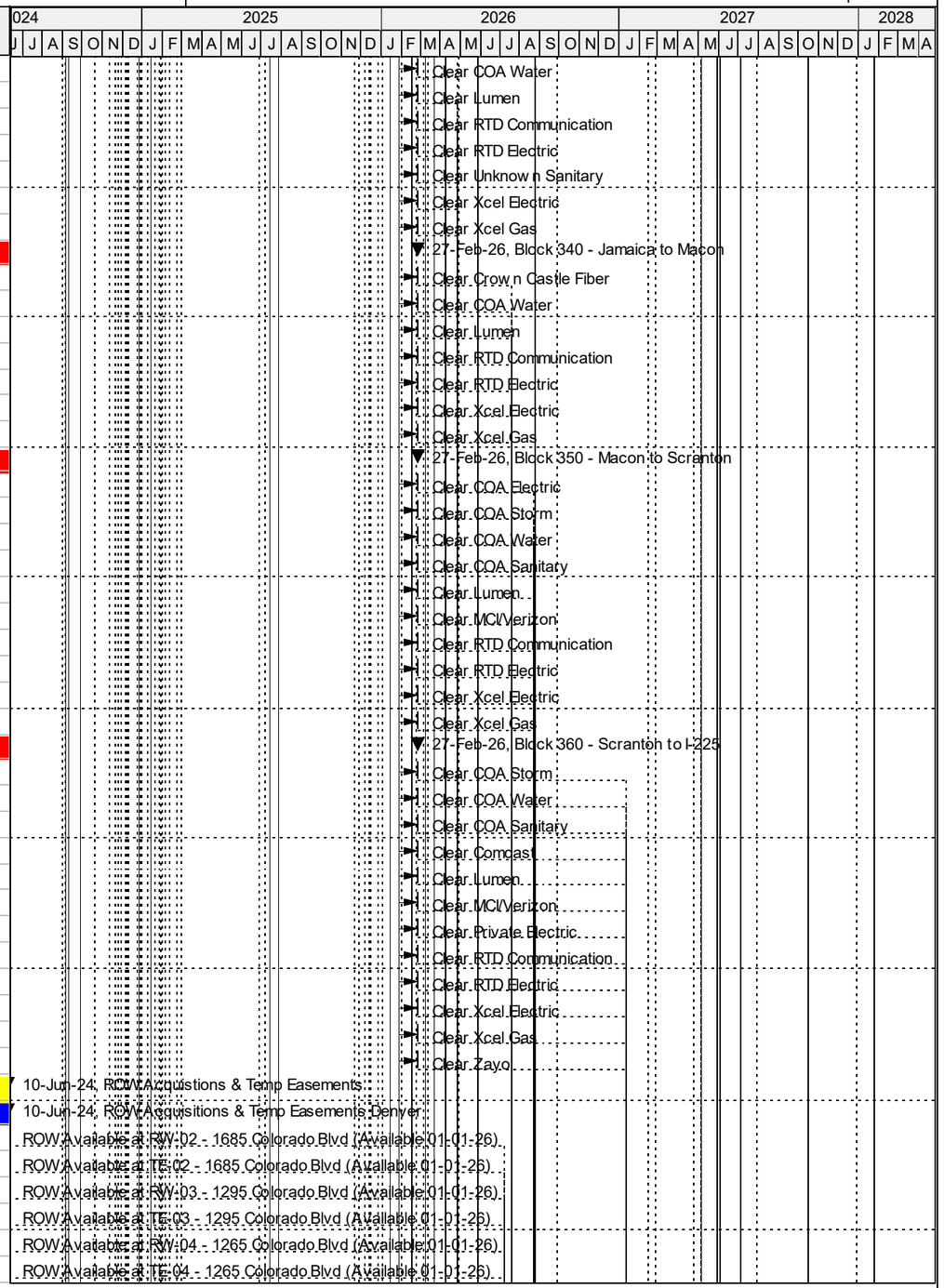
Primary Baseline | Remaining Work | Milestone
Actual Work | Critical Remaining Work | Summary

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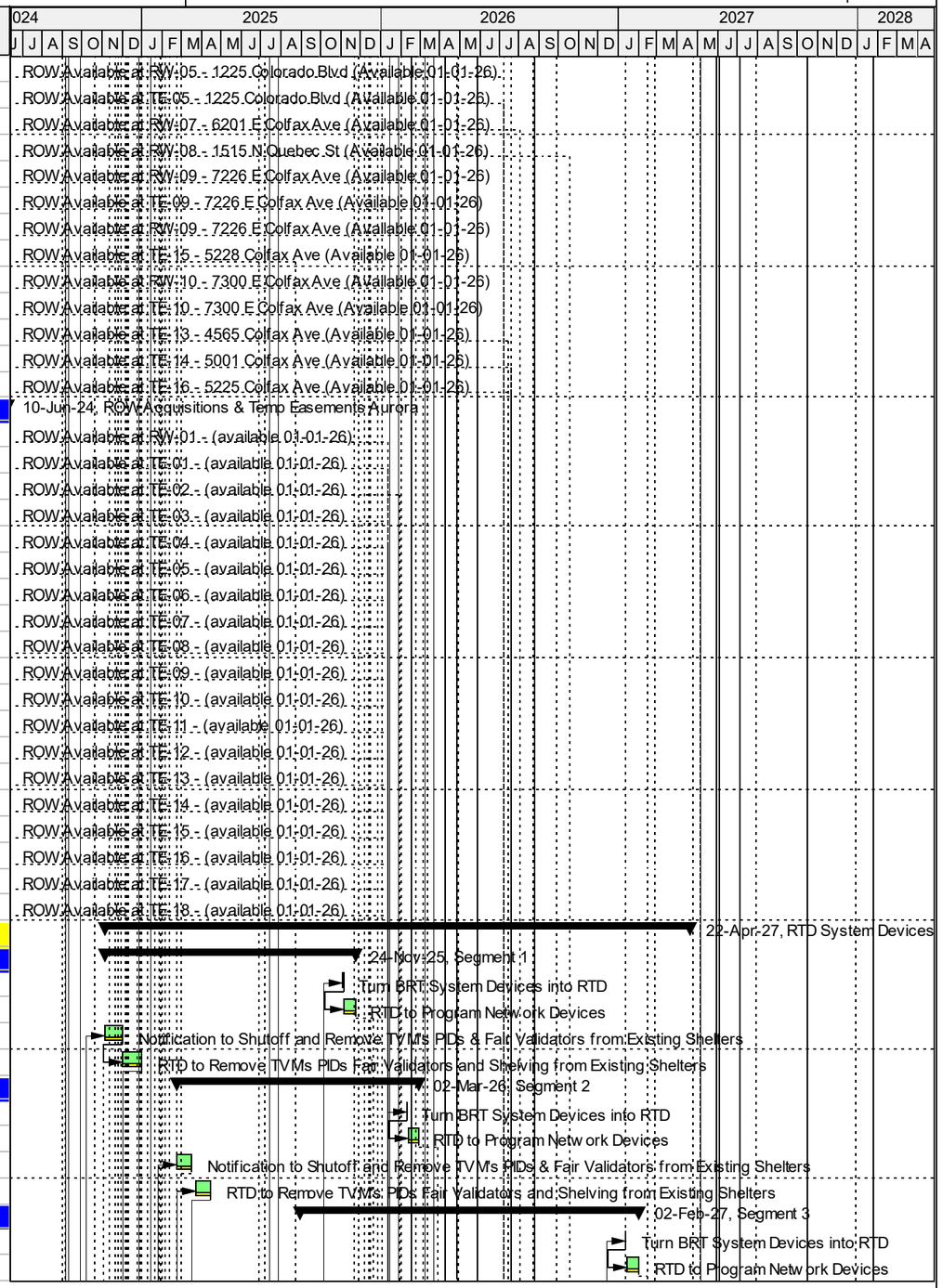
Activity ID	Activity Name	Original Duration	Start	Finish
U-330-COAW-100	Clear COA Water	0	27-Feb-26	27-Feb-26
U-330-LUMN-100	Clear Lumen	0	27-Feb-26	27-Feb-26
U-330-RTDC-100	Clear RTD Communication	0	27-Feb-26	27-Feb-26
U-330-RTDE-100	Clear RTD Electric	0	27-Feb-26	27-Feb-26
U-330-USAN-100	Clear Unknown Sanitary	0	27-Feb-26	27-Feb-26
U-330-XELE-100	Clear Xcel Electric	0	27-Feb-26	27-Feb-26
U-330-XGAS-100	Clear Xcel Gas	0	27-Feb-26	27-Feb-26
Block 340 - Jamaica to Macon		0	27-Feb-26	27-Feb-26
U-340-CCFI-100	Clear Crown Castle Fiber	0	27-Feb-26	27-Feb-26
U-340-COAW-100	Clear COA Water	0	27-Feb-26	27-Feb-26
U-340-LUMN-100	Clear Lumen	0	27-Feb-26	27-Feb-26
U-340-RTDC-100	Clear RTD Communication	0	27-Feb-26	27-Feb-26
U-340-RTDE-100	Clear RTD Electric	0	27-Feb-26	27-Feb-26
U-340-XELE-100	Clear Xcel Electric	0	27-Feb-26	27-Feb-26
U-340-XGAS-100	Clear Xcel Gas	0	27-Feb-26	27-Feb-26
Block 350 - Macon to Scranton		0	27-Feb-26	27-Feb-26
U-350-COAE-100	Clear COA Electric	0	27-Feb-26	27-Feb-26
U-350-COAS-100	Clear COA Storm	0	27-Feb-26	27-Feb-26
U-350-COAW-100	Clear COA Water	0	27-Feb-26	27-Feb-26
U-350-COAX-100	Clear COA Sanitary	0	27-Feb-26	27-Feb-26
U-350-LUMN-100	Clear Lumen	0	27-Feb-26	27-Feb-26
U-350-MCIZ-100	Clear MCI/Verizon	0	27-Feb-26	27-Feb-26
U-350-RTDC-100	Clear RTD Communication	0	27-Feb-26	27-Feb-26
U-350-RTDE-100	Clear RTD Electric	0	27-Feb-26	27-Feb-26
U-350-XELE-100	Clear Xcel Electric	0	27-Feb-26	27-Feb-26
U-350-XGAS-100	Clear Xcel Gas	0	27-Feb-26	27-Feb-26
Block 360 - Scranton to I-225		0	27-Feb-26	27-Feb-26
U-360-COAS-1001	Clear COA Storm	0	27-Feb-26	27-Feb-26
U-360-COAW-100	Clear COA Water	0	27-Feb-26	27-Feb-26
U-360-COAX-100	Clear COA Sanitary	0	27-Feb-26	27-Feb-26
U-360-COMC-100	Clear Comcast	0	27-Feb-26	27-Feb-26
U-360-LUMN-100	Clear Lumen	0	27-Feb-26	27-Feb-26
U-360-MCIZ-100	Clear MCI/Verizon	0	27-Feb-26	27-Feb-26
U-360-PELE-100	Clear Private Electric	0	27-Feb-26	27-Feb-26
U-360-RTDC-100	Clear RTD Communication	0	27-Feb-26	27-Feb-26
U-360-RTDE-100	Clear RTD Electric	0	27-Feb-26	27-Feb-26
U-360-XELE-100	Clear Xcel Electric	0	27-Feb-26	27-Feb-26
U-360-XGAS-100	Clear Xcel Gas	0	27-Feb-26	27-Feb-26
U-360-ZAYO-100	Clear Zayo	0	27-Feb-26	27-Feb-26
ROW Acquistions & Temp Easements		0	10-Jun-24	10-Jun-24
ROW Acquisitions & Temp Easements Denver		0	10-Jun-24	10-Jun-24
ROW-DEN-01	ROW Available at RW-02 - 1685 Colorado Blvd (Available 01-01-26)	0	10-Jun-24	10-Jun-24
ROW-DEN-02	ROW Available at TE-02 - 1685 Colorado Blvd (Available 01-01-26)	0	10-Jun-24	10-Jun-24
ROW-DEN-03	ROW Available at RW-03 - 1295 Colorado Blvd (Available 01-01-26)	0	10-Jun-24	10-Jun-24
ROW-DEN-04	ROW Available at TE-03 - 1295 Colorado Blvd (Available 01-01-26)	0	10-Jun-24	10-Jun-24
ROW-DEN-05	ROW Available at RW-04 - 1265 Colorado Blvd (Available 01-01-26)	0	10-Jun-24	10-Jun-24
ROW-DEN-06	ROW Available at TE-04 - 1265 Colorado Blvd (Available 01-01-26)	0	10-Jun-24	10-Jun-24



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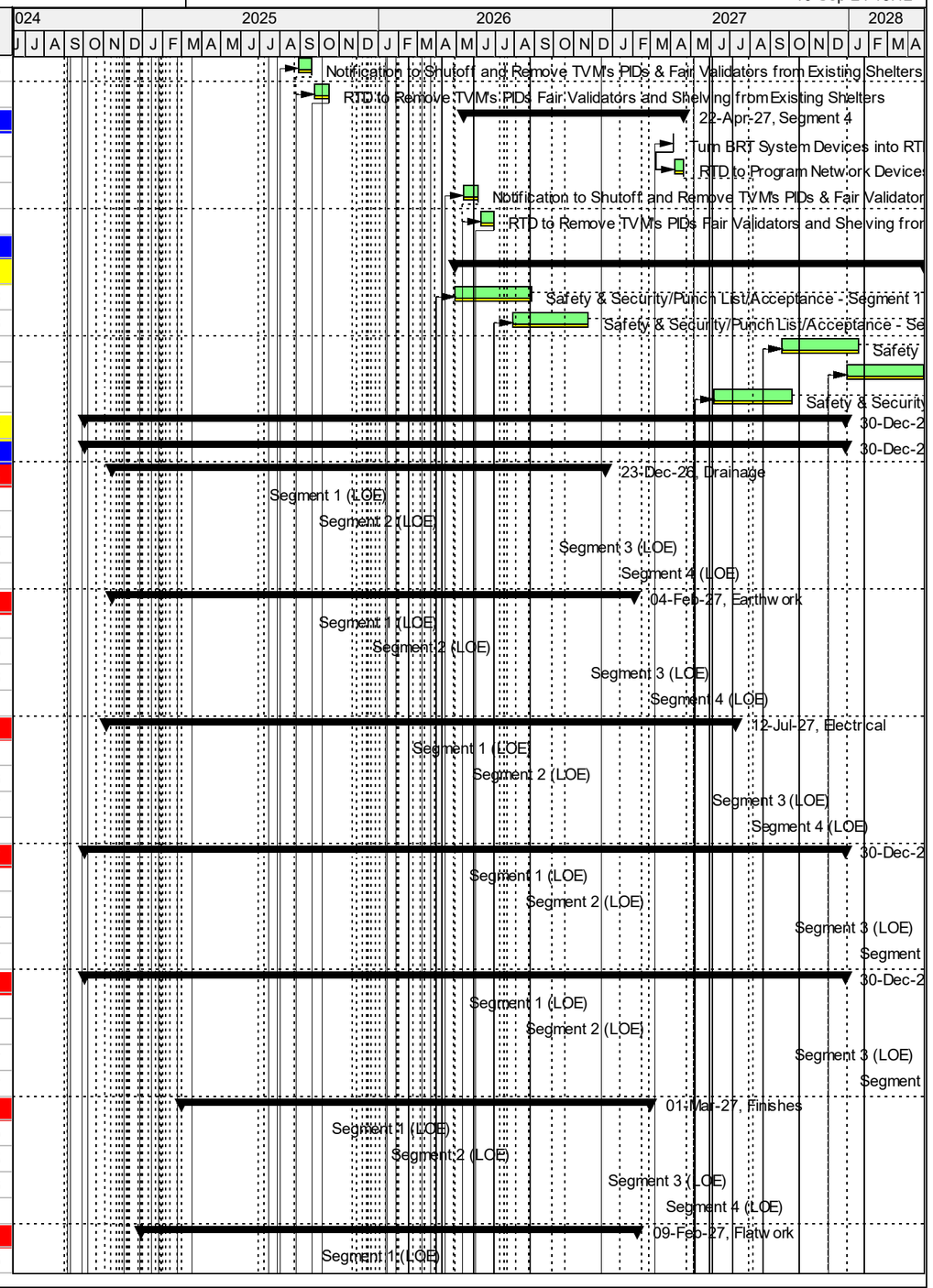
Activity ID	Activity Name	Original Duration	Start	Finish
ROW-DEN-07	ROW Available at RW-05 - 1225 Colorado Blvd (Available 01-01-26)	0	10-Jun-24	10-Jun-24
ROW-DEN-08	ROW Available at TE-05 - 1225 Colorado Blvd (Available 01-01-26)	0	10-Jun-24	10-Jun-24
ROW-DEN-09	ROW Available at RW-07 - 6201 E Colfax Ave (Available 01-01-26)	0	10-Jun-24	10-Jun-24
ROW-DEN-10	ROW Available at RW-08 - 1515 N Quebec St (Available 01-01-26)	0	10-Jun-24	10-Jun-24
ROW-DEN-11	ROW Available at RW-09 - 7226 E Colfax Ave (Available 01-01-26)	0	10-Jun-24	10-Jun-24
ROW-DEN-12	ROW Available at TE-09 - 7226 E Colfax Ave (Available 01-01-26)	0	10-Jun-24	10-Jun-24
ROW-DEN-13	ROW Available at RW-09 - 7226 E Colfax Ave (Available 01-01-26)	0	10-Jun-24	10-Jun-24
ROW-DEN-14	ROW Available at TE-15 - 5228 Colfax Ave (Available 01-01-26)	0	10-Jun-24	10-Jun-24
ROW-DEN-15	ROW Available at RW-10 - 7300 E Colfax Ave (Available 01-01-26)	0	10-Jun-24	10-Jun-24
ROW-DEN-16	ROW Available at TE-10 - 7300 E Colfax Ave (Available 01-01-26)	0	10-Jun-24	10-Jun-24
ROW-DEN-17	ROW Available at TE-13 - 4565 Colfax Ave (Available 01-01-26)	0	10-Jun-24	10-Jun-24
ROW-DEN-18	ROW Available at TE-14 - 5001 Colfax Ave (Available 01-01-26)	0	10-Jun-24	10-Jun-24
ROW-DEN-19	ROW Available at TE-16 - 5225 Colfax Ave (Available 01-01-26)	0	10-Jun-24	10-Jun-24
ROW Acquisitions & Temp Easements Aurora		0	10-Jun-24	10-Jun-24
ROW-AUR-01	ROW Available at RW-01 - (available 01-01-26)	0	10-Jun-24	10-Jun-24
ROW-AUR-02	ROW Available at TE-01 - (available 01-01-26)	0	10-Jun-24	10-Jun-24
ROW-AUR-03	ROW Available at TE-02 - (available 01-01-26)	0	10-Jun-24	10-Jun-24
ROW-AUR-04	ROW Available at TE-03 - (available 01-01-26)	0	10-Jun-24	10-Jun-24
ROW-AUR-05	ROW Available at TE-04 - (available 01-01-26)	0	10-Jun-24	10-Jun-24
ROW-AUR-06	ROW Available at TE-05 - (available 01-01-26)	0	10-Jun-24	10-Jun-24
ROW-AUR-07	ROW Available at TE-06 - (available 01-01-26)	0	10-Jun-24	10-Jun-24
ROW-AUR-08	ROW Available at TE-07 - (available 01-01-26)	0	10-Jun-24	10-Jun-24
ROW-AUR-09	ROW Available at TE-08 - (available 01-01-26)	0	10-Jun-24	10-Jun-24
ROW-AUR-10	ROW Available at TE-09 - (available 01-01-26)	0	10-Jun-24	10-Jun-24
ROW-AUR-11	ROW Available at TE-10 - (available 01-01-26)	0	10-Jun-24	10-Jun-24
ROW-AUR-12	ROW Available at TE-11 - (available 01-01-26)	0	10-Jun-24	10-Jun-24
ROW-AUR-13	ROW Available at TE-12 - (available 01-01-26)	0	10-Jun-24	10-Jun-24
ROW-AUR-14	ROW Available at TE-13 - (available 01-01-26)	0	10-Jun-24	10-Jun-24
ROW-AUR-15	ROW Available at TE-14 - (available 01-01-26)	0	10-Jun-24	10-Jun-24
ROW-AUR-16	ROW Available at TE-15 - (available 01-01-26)	0	10-Jun-24	10-Jun-24
ROW-AUR-17	ROW Available at TE-16 - (available 01-01-26)	0	10-Jun-24	10-Jun-24
ROW-AUR-18	ROW Available at TE-17 - (available 01-01-26)	0	10-Jun-24	10-Jun-24
ROW-AUR-19	ROW Available at TE-18 - (available 01-01-26)	0	10-Jun-24	10-Jun-24
RTD System Devices		555	07-Nov-24	22-Apr-27
Segment 1		239	07-Nov-24	24-Nov-25
RTD-S1-970	Turn BRT System Devices into RTD	1	06-Nov-25	06-Nov-25
RTD-S1-975	RTD to Program Network Devices	10	07-Nov-25	24-Nov-25
RTD-S1-980	Notification to Shutoff and Remove TVM's PIDs & Fair Validators from Existing Shelters	15	07-Nov-24	03-Dec-24
RTD-S1-985	RTD to Remove TVM's PIDs Fair Validators and Shelving from Existing Shelters	15	05-Dec-24	02-Jan-25
Segment 2		232	25-Feb-25	02-Mar-26
RTD-S2-970	Turn BRT System Devices into RTD	1	12-Feb-26	12-Feb-26
RTD-S2-975	RTD to Program Network Devices	10	13-Feb-26	02-Mar-26
RTD-S2-980	Notification to Shutoff and Remove TVM's PIDs & Fair Validators from Existing Shelters	15	25-Feb-25	19-Mar-25
RTD-S2-985	RTD to Remove TVM's PIDs Fair Validators and Shelving from Existing Shelters	15	25-Mar-25	17-Apr-25
Segment 3		321	02-Sep-25	02-Feb-27
RTD-S3-970	Turn BRT System Devices into RTD	1	14-Jan-27	14-Jan-27
RTD-S3-975	RTD to Program Network Devices	10	15-Jan-27	02-Feb-27



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Activity ID	Activity Name	Original Duration	Start	Finish
RTD-S3-980	Notification to Shutoff and Remove TVM's PIDs & Fair Validators from Existing Shelters	15	02-Sep-25	22-Sep-25
RTD-S3-985	RTD to Remove TVM's PIDs Fair Validators and Shelving from Existing Shelters	15	25-Sep-25	17-Oct-25
Segment 4		216	15-May-26	22-Apr-27
RTD-S4-970	Turn BRT System Devices into RTD	1	07-Apr-27	07-Apr-27
RTD-S4-975	RTD to Program Network Devices	10	08-Apr-27	22-Apr-27
RTD-S4-980	Notification to Shutoff and Remove TVM's PIDs & Fair Validators from Existing Shelters	15	15-May-26	05-Jun-26
RTD-S4-985	RTD to Remove TVM's PIDs Fair Validators and Shelving from Existing Shelters	15	10-Jun-26	30-Jun-26
Segment 5		0		
Punchlist		729	01-May-26	28-Apr-28
C-S1-PUNCH-100	Safety & Security/Punch List/Acceptance - Segment 1	120	01-May-26	28-Aug-26
C-S2-PUNCH-100	Safety & Security/Punch List/Acceptance - Segment 2	120	29-Jul-26	25-Nov-26
C-S3-PUNCH-100	Safety & Security/Punch List/Acceptance - Segment 3	120	21-Sep-27	18-Jan-28
C-S4-PUNCH-100	Safety & Security/Punch List/Acceptance - Segment 4	120	31-Dec-27	28-Apr-28
C-S5-PUNCH-100	Safety & Security/Punch List/Acceptance - Segment 5	120	09-Jun-27	06-Oct-27
KNA Construction Schedule		736	04-Oct-24	30-Dec-27
COST LOADING WBS		1183	04-Oct-24	30-Dec-27
Drainage		769	15-Nov-24	23-Dec-26
SUM-DRN-S1	Segment 1 (LOE)	221	15-Nov-24	23-Jun-25
SUM-DRN-S2	Segment 2 (LOE)	188	06-Mar-25	09-Sep-25
SUM-DRN-S3	Segment 3 (LOE)	372	10-Sep-25	16-Sep-26
SUM-DRN-S4	Segment 4 (LOE)	211	27-May-26	23-Dec-26
Earthwork		812	15-Nov-24	04-Feb-27
SUM-ERT-S1	Segment 1 (LOE)	300	15-Nov-24	10-Sep-25
SUM-ERT-S2	Segment 2 (LOE)	274	04-Mar-25	02-Dec-25
SUM-ERT-S3	Segment 3 (LOE)	424	08-Sep-25	05-Nov-26
SUM-ERT-S4	Segment 4 (LOE)	261	20-May-26	04-Feb-27
Electrical		978	07-Nov-24	12-Jul-27
SUM-ELE-S1	Segment 1 (LOE)	454	07-Nov-24	03-Feb-26
SUM-ELE-S2	Segment 2 (LOE)	517	05-Dec-24	05-May-26
SUM-ELE-S3	Segment 3 (LOE)	618	02-Sep-25	12-May-27
SUM-ELE-S4	Segment 4 (LOE)	630	21-Oct-25	12-Jul-27
Enviromental		1183	04-Oct-24	30-Dec-27
SUM-ENV-S1	Segment 1 (LOE)	574	04-Oct-24	30-Apr-26
SUM-ENV-S2	Segment 2 (LOE)	547	28-Jan-25	28-Jul-26
SUM-ENV-S3	Segment 3 (LOE)	768	14-Aug-25	20-Sep-27
SUM-ENV-S4	Segment 4 (LOE)	631	09-Apr-26	30-Dec-27
Erosion Control		1183	04-Oct-24	30-Dec-27
SUM-ERC-S1	Segment 1 (LOE)	574	04-Oct-24	30-Apr-26
SUM-ERC-S2	Segment 2 (LOE)	547	28-Jan-25	28-Jul-26
SUM-ERC-S3	Segment 3 (LOE)	768	14-Aug-25	20-Sep-27
SUM-ERC-S4	Segment 4 (LOE)	631	09-Apr-26	30-Dec-27
Finishes		728	04-Mar-25	01-Mar-27
SUM-FSH-S1	Segment 1 (LOE)	210	04-Mar-25	29-Sep-25
SUM-FSH-S2	Segment 2 (LOE)	231	14-May-25	30-Dec-25
SUM-FSH-S3	Segment 3 (LOE)	376	21-Nov-25	01-Dec-26
SUM-FSH-S4	Segment 4 (LOE)	201	13-Aug-26	01-Mar-27
Flatwork		772	30-Dec-24	09-Feb-27
SUM-FLW-S1	Segment 1 (LOE)	260	30-Dec-24	15-Sep-25



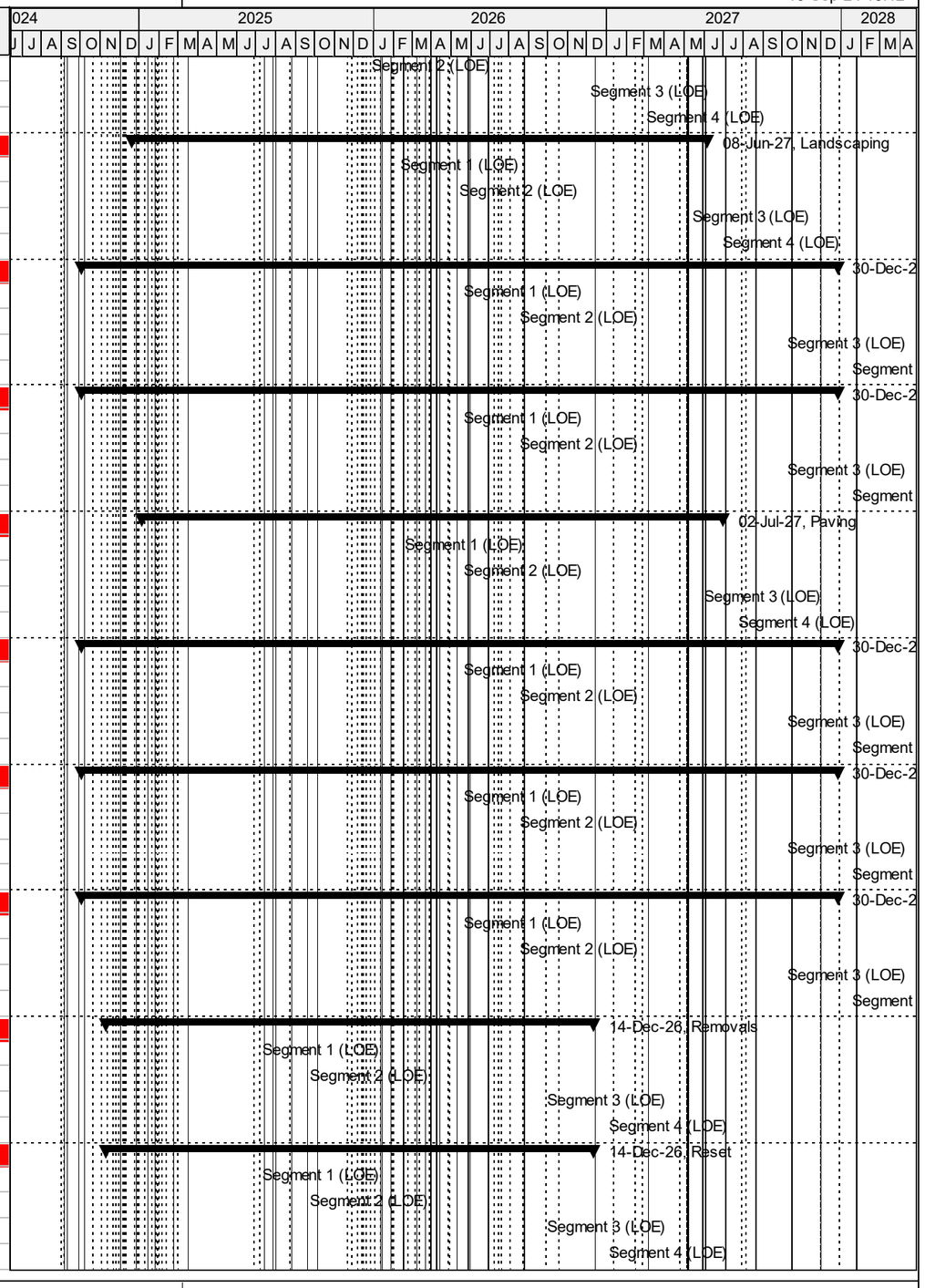
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Activity ID	Activity Name	Original Duration	Start	Finish
SUM-FLW-S2	Segment 2 (LOE)	256	28-Mar-25	08-Dec-25
SUM-FLW-S3	Segment 3 (LOE)	414	26-Sep-25	13-Nov-26
SUM-FLW-S4	Segment 4 (LOE)	243	12-Jun-26	09-Feb-27
Landscaping		898	23-Dec-24	08-Jun-27
SUM-LND-S1	Segment 1 (LOE)	396	23-Dec-24	22-Jan-26
SUM-LND-S2	Segment 2 (LOE)	386	04-Apr-25	24-Apr-26
SUM-LND-S3	Segment 3 (LOE)	577	24-Sep-25	23-Apr-27
SUM-LND-S4	Segment 4 (LOE)	310	03-Aug-26	08-Jun-27
Mob		1183	04-Oct-24	30-Dec-27
SUM-MOB-S1	Segment 1 (LOE)	574	04-Oct-24	30-Apr-26
SUM-MOB-S2	Segment 2 (LOE)	547	28-Jan-25	28-Jul-26
SUM-MOB-S3	Segment 3 (LOE)	768	14-Aug-25	20-Sep-27
SUM-MOB-S4	Segment 4 (LOE)	631	09-Apr-26	30-Dec-27
Office		1183	04-Oct-24	30-Dec-27
SUM-OFF-S1	Segment 1 (LOE)	574	04-Oct-24	30-Apr-26
SUM-OFF-S2	Segment 2 (LOE)	547	28-Jan-25	28-Jul-26
SUM-OFF-S3	Segment 3 (LOE)	768	14-Aug-25	20-Sep-27
SUM-OFF-S4	Segment 4 (LOE)	631	09-Apr-26	30-Dec-27
Paving		908	06-Jan-25	02-Jul-27
SUM-PAV-S1	Segment 1 (LOE)	390	06-Jan-25	30-Jan-26
SUM-PAV-S2	Segment 2 (LOE)	392	04-Apr-25	30-Apr-26
SUM-PAV-S3	Segment 3 (LOE)	586	02-Oct-25	10-May-27
SUM-PAV-S4	Segment 4 (LOE)	380	18-Jun-26	02-Jul-27
Phasing		1183	04-Oct-24	30-Dec-27
SUM-PHS-S1	Segment 1 (LOE)	574	04-Oct-24	30-Apr-26
SUM-PHS-S2	Segment 2 (LOE)	547	28-Jan-25	28-Jul-26
SUM-PHS-S3	Segment 3 (LOE)	768	14-Aug-25	20-Sep-27
SUM-PHS-S4	Segment 4 (LOE)	631	09-Apr-26	30-Dec-27
Public Information		1183	04-Oct-24	30-Dec-27
SUM-PIN-S1	Segment 1 (LOE)	574	04-Oct-24	30-Apr-26
SUM-PIN-S2	Segment 2 (LOE)	547	28-Jan-25	28-Jul-26
SUM-PIN-S3	Segment 3 (LOE)	768	14-Aug-25	20-Sep-27
SUM-PIN-S4	Segment 4 (LOE)	631	09-Apr-26	30-Dec-27
Pavement Marking		1183	04-Oct-24	30-Dec-27
SUM-PMK-S1	Segment 1 (LOE)	574	04-Oct-24	30-Apr-26
SUM-PMK-S2	Segment 2 (LOE)	547	28-Jan-25	28-Jul-26
SUM-PMK-S3	Segment 3 (LOE)	768	14-Aug-25	20-Sep-27
SUM-PMK-S4	Segment 4 (LOE)	631	09-Apr-26	30-Dec-27
Removals		763	12-Nov-24	14-Dec-26
SUM-RML-S1	Segment 1 (LOE)	219	12-Nov-24	18-Jun-25
SUM-RML-S2	Segment 2 (LOE)	189	28-Feb-25	04-Sep-25
SUM-RML-S3	Segment 3 (LOE)	370	04-Sep-25	08-Sep-26
SUM-RML-S4	Segment 4 (LOE)	209	20-May-26	14-Dec-26
Reset		763	12-Nov-24	14-Dec-26
SUM-RST-S1	Segment 1 (LOE)	219	12-Nov-24	18-Jun-25
SUM-RST-S2	Segment 2 (LOE)	189	28-Feb-25	04-Sep-25
SUM-RST-S3	Segment 3 (LOE)	370	04-Sep-25	08-Sep-26
SUM-RST-S4	Segment 4 (LOE)	209	20-May-26	14-Dec-26



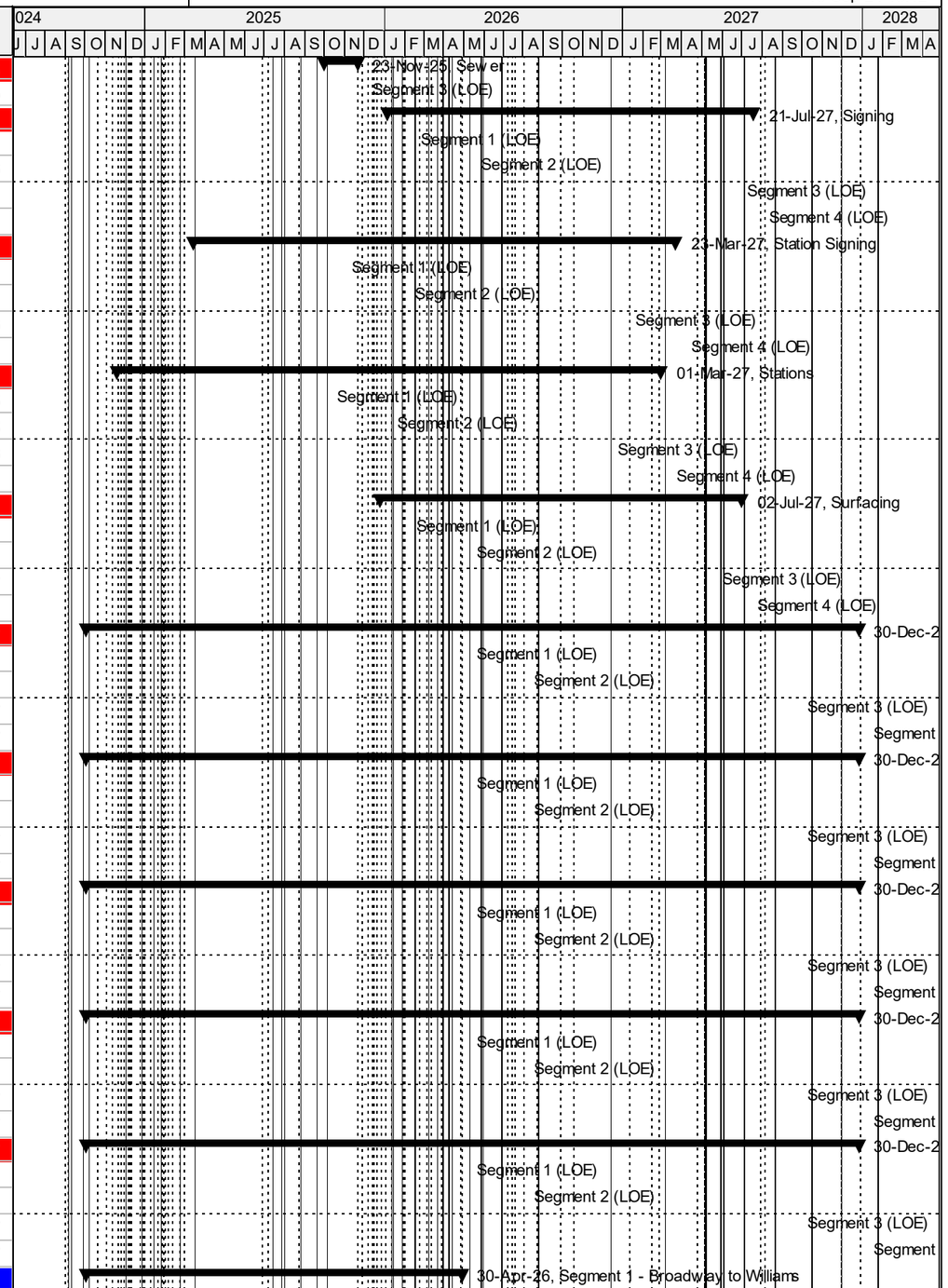
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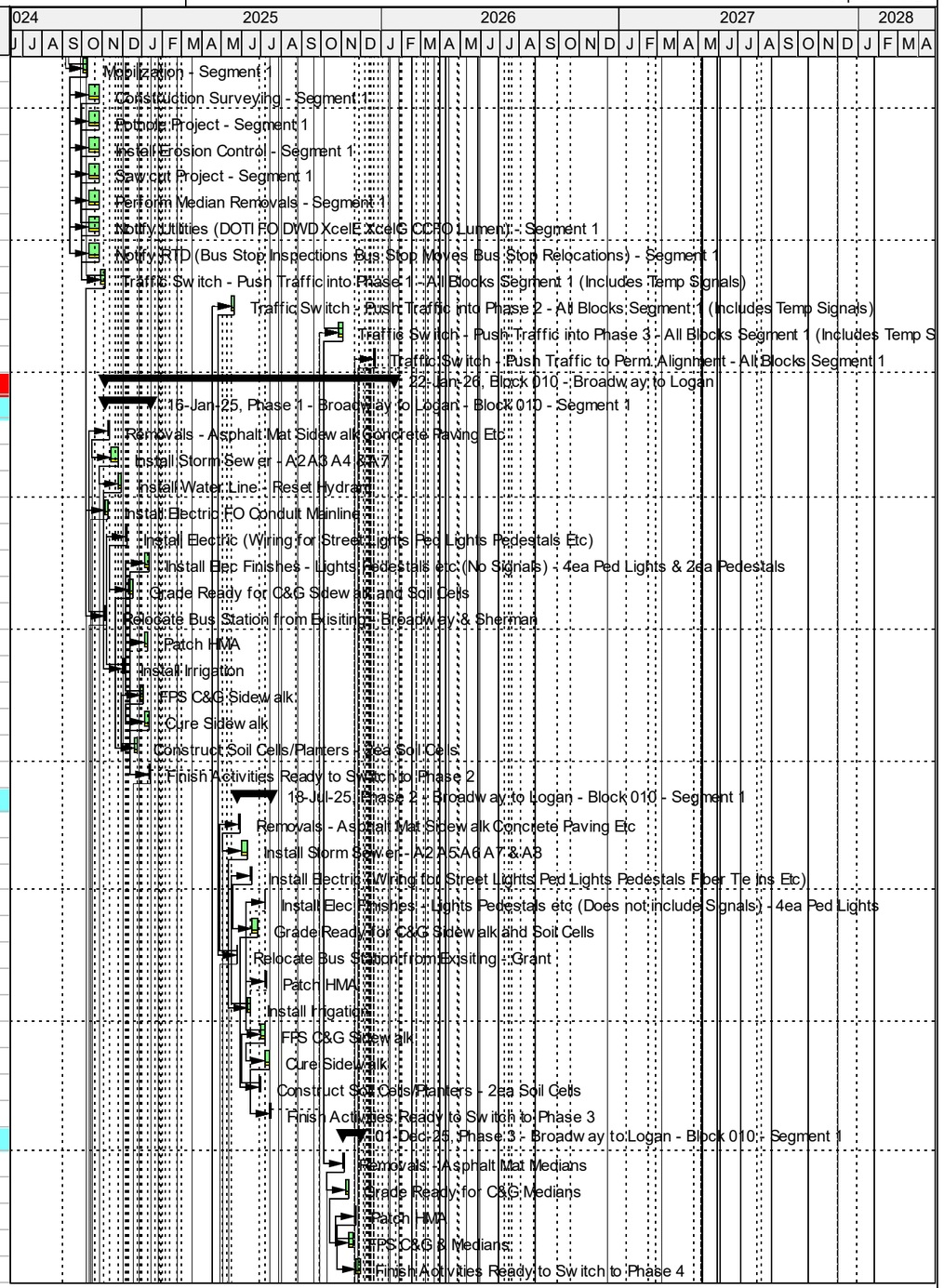
Activity ID	Activity Name	Original Duration	Start	Finish
Sewer		52	03-Oct-25	23-Nov-25
SUM-SWR-S3	Segment 3 (LOE)	52	03-Oct-25	23-Nov-25
Signing		562	06-Jan-26	21-Jul-27
SUM-SGN-S1	Segment 1 (LOE)	31	06-Jan-26	05-Feb-26
SUM-SGN-S2	Segment 2 (LOE)	30	08-Apr-26	07-May-26
SUM-SGN-S3	Segment 3 (LOE)	87	24-Mar-27	18-Jun-27
SUM-SGN-S4	Segment 4 (LOE)	42	10-Jun-27	21-Jul-27
Station Signing		737	17-Mar-25	23-Mar-27
SUM-STS-S1	Segment 1 (LOE)	221	17-Mar-25	23-Oct-25
SUM-STS-S2	Segment 2 (LOE)	246	27-May-25	27-Jan-26
SUM-STS-S3	Segment 3 (LOE)	387	08-Dec-25	29-Dec-26
SUM-STS-S4	Segment 4 (LOE)	211	25-Aug-26	23-Mar-27
Stations		832	20-Nov-24	01-Mar-27
SUM-STA-S1	Segment 1 (LOE)	314	20-Nov-24	29-Sep-25
SUM-STA-S2	Segment 2 (LOE)	295	11-Mar-25	30-Dec-25
SUM-STA-S3	Segment 3 (LOE)	448	10-Sep-25	01-Dec-26
SUM-STA-S4	Segment 4 (LOE)	277	29-May-26	01-Mar-27
Surfacing		554	26-Dec-25	02-Jul-27
SUM-SRF-S1	Segment 1 (LOE)	36	26-Dec-25	30-Jan-26
SUM-SRF-S2	Segment 2 (LOE)	25	06-Apr-26	30-Apr-26
SUM-SRF-S3	Segment 3 (LOE)	54	18-Mar-27	10-May-27
SUM-SRF-S4	Segment 4 (LOE)	29	04-Jun-27	02-Jul-27
Survey		1183	04-Oct-24	30-Dec-27
SUM-SUR-S1	Segment 1 (LOE)	574	04-Oct-24	30-Apr-26
SUM-SUR-S2	Segment 2 (LOE)	547	28-Jan-25	28-Jul-26
SUM-SUR-S3	Segment 3 (LOE)	768	14-Aug-25	20-Sep-27
SUM-SUR-S4	Segment 4 (LOE)	631	09-Apr-26	30-Dec-27
Traffic		1183	04-Oct-24	30-Dec-27
SUM-TRF-S1	Segment 1 (LOE)	574	04-Oct-24	30-Apr-26
SUM-TRF-S2	Segment 2 (LOE)	547	28-Jan-25	28-Jul-26
SUM-TRF-S3	Segment 3 (LOE)	768	14-Aug-25	20-Sep-27
SUM-TRF-S4	Segment 4 (LOE)	631	09-Apr-26	30-Dec-27
Utilities		1183	04-Oct-24	30-Dec-27
SUM-UTL-S1	Segment 1 (LOE)	574	04-Oct-24	30-Apr-26
SUM-UTL-S2	Segment 2 (LOE)	547	28-Jan-25	28-Jul-26
SUM-UTL-S3	Segment 3 (LOE)	768	14-Aug-25	20-Sep-27
SUM-UTL-S4	Segment 4 (LOE)	631	09-Apr-26	30-Dec-27
Vibration		1183	04-Oct-24	30-Dec-27
SUM-VIB-S1	Segment 1 (LOE)	574	04-Oct-24	30-Apr-26
SUM-VIB-S2	Segment 2 (LOE)	547	28-Jan-25	28-Jul-26
SUM-VIB-S3	Segment 3 (LOE)	768	14-Aug-25	20-Sep-27
SUM-VIB-S4	Segment 4 (LOE)	631	09-Apr-26	30-Dec-27
Water		1183	04-Oct-24	30-Dec-27
SUM-WTR-S1	Segment 1 (LOE)	574	04-Oct-24	30-Apr-26
SUM-WTR-S2	Segment 2 (LOE)	547	28-Jan-25	28-Jul-26
SUM-WTR-S3	Segment 3 (LOE)	768	14-Aug-25	20-Sep-27
SUM-WTR-S4	Segment 4 (LOE)	631	09-Apr-26	30-Dec-27
Segment 1 - Broadway to Williams		350	04-Oct-24	30-Apr-26



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Activity ID	Activity Name	Original Duration	Start	Finish
C-S1-P1-000	Mobilization - Segment 1	5	04-Oct-24	11-Oct-24
C-S1-P1-001	Construction Surveying - Segment 1	10	14-Oct-24	29-Oct-24
C-S1-P1-002	Pothole Project - Segment 1	10	14-Oct-24	29-Oct-24
C-S1-P1-003	Install Erosion Control - Segment 1	10	14-Oct-24	29-Oct-24
C-S1-P1-004	Saw cut Project - Segment 1	10	14-Oct-24	29-Oct-24
C-S1-P1-005	Perform Median Removals - Segment 1	10	14-Oct-24	29-Oct-24
C-S1-P1-006	Notify Utilities (DOTI FO DWD XcelE XcelG CCFO Lumen) - Segment 1	10	14-Oct-24	29-Oct-24
C-S1-P1-007	Notify RTD (Bus Stop Inspections Bus Stop Moves Bus Stop Relocations) - Segment 1	10	14-Oct-24	29-Oct-24
C-S1-P1-010	Traffic Switch - Push Traffic into Phase 1 - All Blocks Segment 1 (Includes Temp Signals)	5	31-Oct-24	06-Nov-24
C-S1-P2-020	Traffic Switch - Push Traffic into Phase 2 - All Blocks Segment 1 (Includes Temp Signals)	5	19-May-25	23-May-25
C-S1-P3-030	Traffic Switch - Push Traffic into Phase 3 - All Blocks Segment 1 (Includes Temp Signals)	5	30-Oct-25	05-Nov-25
C-S1-P4-040	Traffic Switch - Push Traffic to Perm. Alignment - All Blocks Segment 1	1	23-Dec-25	23-Dec-25
Block 010 - Broadway to Logan		270	07-Nov-24	22-Jan-26
Phase 1 - Broadway to Logan - Block 010 - Segment 1		39	07-Nov-24	16-Jan-25
C-S1-010-P1-110	Removals - Asphalt Mat Sidewalk Concrete Paving Etc	2	12-Nov-24	14-Nov-24
C-S1-010-P1-310	Install Storm Sewer - A2 A3 A4 & A7	8	15-Nov-24	26-Nov-24
C-S1-010-P1-330	Install Water Line - Reset Hydrant	2	27-Nov-24	02-Dec-24
C-S1-010-P1-405	Install Electric FO Conduit Mainline	3	07-Nov-24	12-Nov-24
C-S1-010-P1-410	Install Electric (Wiring for Street Lights Ped Lights Pedestals Etc)	2	09-Dec-24	10-Dec-24
C-S1-010-P1-415	Install Elec Finishes - Lights Pedestals etc (No Signals) - 4ea Ped Lights & 2ea Pedestals	5	06-Jan-25	13-Jan-25
C-S1-010-P1-510	Grade Ready for C&G Sidewalk and Soil Cells	6	12-Dec-24	20-Dec-24
C-S1-010-P1-600	Relocate Bus Station from Exisiting - Broadway & Sherman	2	07-Nov-24	08-Nov-24
C-S1-010-P1-810	Patch HMA	2	06-Jan-25	10-Jan-25
C-S1-010-P1-910	Install Irrigation	3	03-Dec-24	06-Dec-24
C-S1-010-P1-920	FPS C&G Sidewalk	3	30-Dec-24	03-Jan-25
C-S1-010-P1-921	Cure Sidewalk	5	06-Jan-25	13-Jan-25
C-S1-010-P1-930	Construct Soil Cells/Planters - 2ea Soil Cells	3	23-Dec-24	27-Dec-24
C-S1-010-P1-950	Finish Activities Ready to Switch to Phase 2	3	14-Jan-25	16-Jan-25
Phase 2 - Broadway to Logan - Block 010 - Segment 1		38	27-May-25	18-Jul-25
C-S1-010-P2-110	Removals - Asphalt Mat Sidewalk Concrete Paving Etc	3	29-May-25	02-Jun-25
C-S1-010-P2-310	Install Storm Sewer - A2 A5 A6 A7 & A8	8	03-Jun-25	12-Jun-25
C-S1-010-P2-410	Install Electric (Wiring for Street Lights Ped Lights Pedestals Fiber Tie Ins Etc)	2	18-Jun-25	19-Jun-25
C-S1-010-P2-415	Install Elec Finishes - Lights Pedestals etc (Does not include Signals) - 4ea Ped Lights	2	09-Jul-25	10-Jul-25
C-S1-010-P2-510	Grade Ready for C&G Sidewalk and Soil Cells	6	20-Jun-25	27-Jun-25
C-S1-010-P2-600	Relocate Bus Station from Exisiting - Grant	2	27-May-25	28-May-25
C-S1-010-P2-810	Patch HMA	2	10-Jul-25	11-Jul-25
C-S1-010-P2-910	Install Irrigation	3	13-Jun-25	17-Jun-25
C-S1-010-P2-920	FPS C&G Sidewalk	3	03-Jul-25	08-Jul-25
C-S1-010-P2-921	Cure Sidewalk	5	09-Jul-25	15-Jul-25
C-S1-010-P2-930	Construct Soil Cells/Planters - 2ea Soil Cells	3	30-Jun-25	02-Jul-25
C-S1-010-P2-950	Finish Activities Ready to Switch to Phase 3	3	16-Jul-25	18-Jul-25
Phase 3 - Broadway to Logan - Block 010 - Segment 1		14	06-Nov-25	01-Dec-25
C-S1-010-P3-110	Removals - Asphalt Mat Medians	2	06-Nov-25	07-Nov-25
C-S1-010-P3-510	Grade Ready for C&G Medians	2	10-Nov-25	13-Nov-25
C-S1-010-P3-810	Patch HMA	2	24-Nov-25	25-Nov-25
C-S1-010-P3-920	FPS C&G & Medians	6	14-Nov-25	21-Nov-25
C-S1-010-P3-950	Finish Activities Ready to Switch to Phase 4	2	26-Nov-25	01-Dec-25



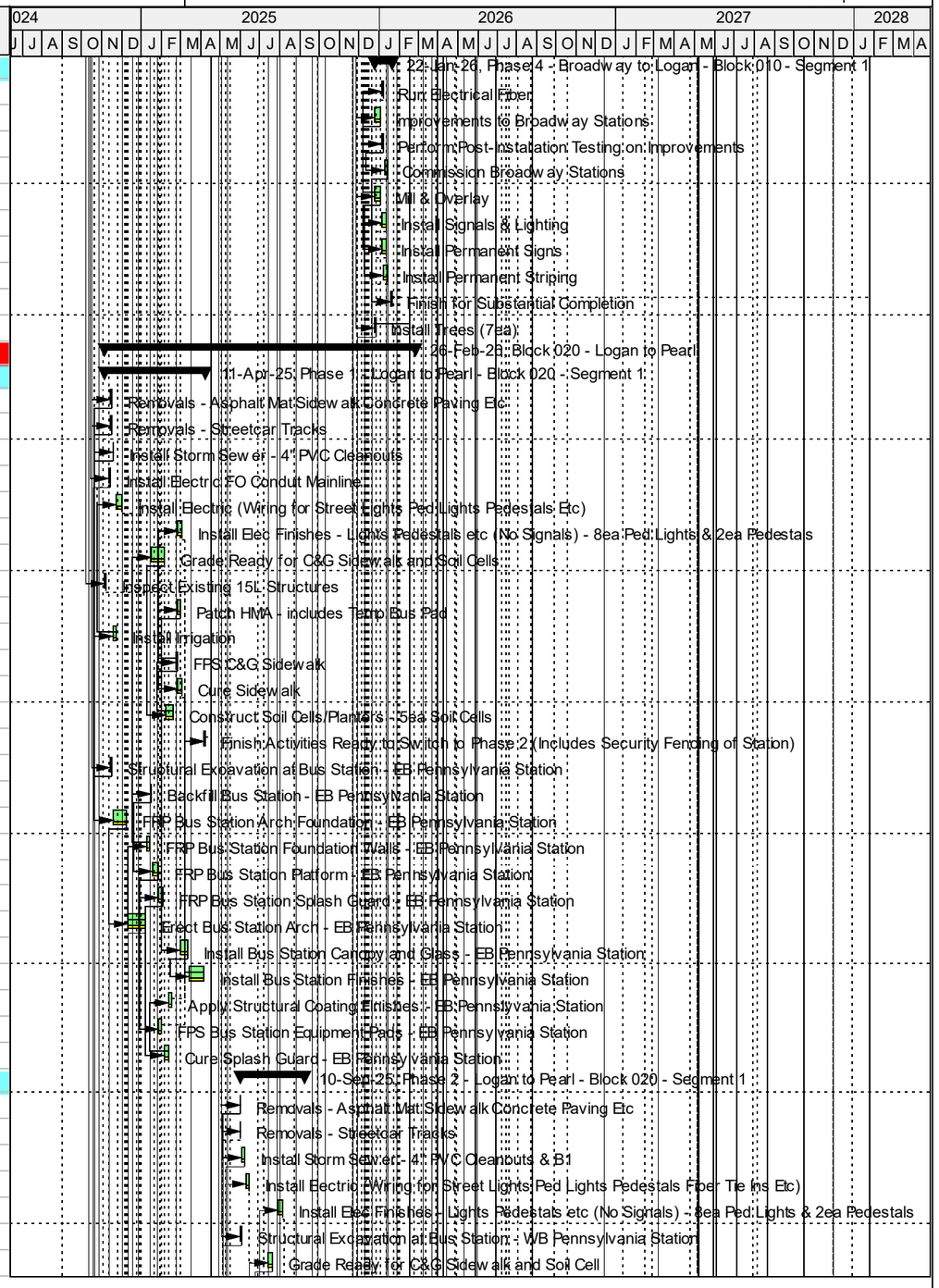
Primary Baseline | Remaining Work | Milestone
Actual Work | Critical Remaining Work | Summary

TASK filter: All Activities

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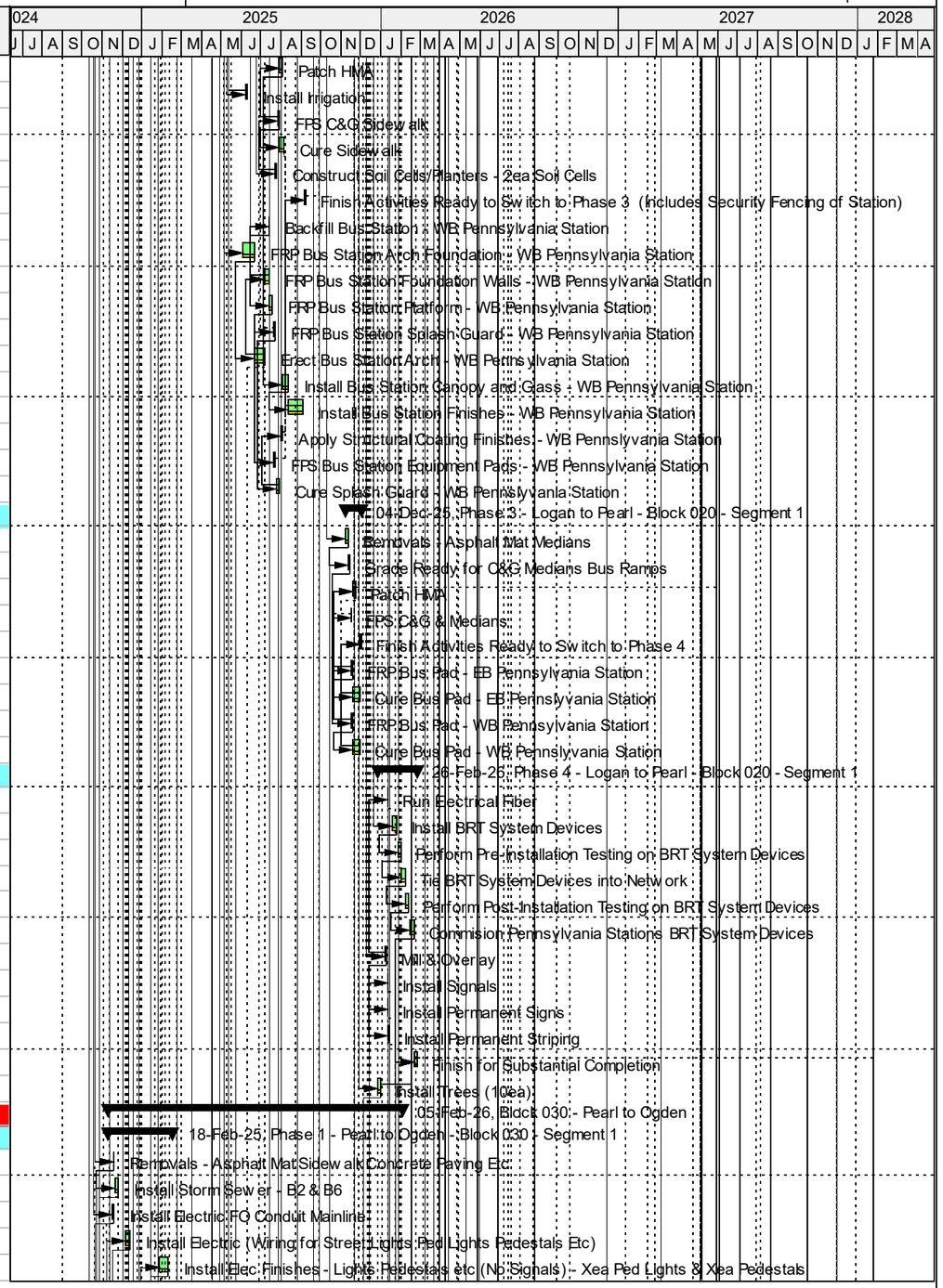
Activity ID	Activity Name	Original Duration	Start	Finish
Phase 4 - Broadway to Logan - Block 010 - Segment 1		15	26-Dec-25	22-Jan-26
C-S1-010-P4-420	Run Electrical Fiber	2	06-Jan-26	08-Jan-26
C-S1-010-P4-655	Improvements to Broadway Stations	5	26-Dec-25	05-Jan-26
C-S1-010-P4-675	Perform Post-Installation Testing on Improvements	3	06-Jan-26	09-Jan-26
C-S1-010-P4-680	Commission Broadway Stations	5	12-Jan-26	16-Jan-26
C-S1-010-P4-800	Mill & Overlay	4	26-Dec-25	05-Jan-26
C-S1-010-P4-820	Install Signals & Lighting	6	06-Jan-26	14-Jan-26
C-S1-010-P4-830	Install Permanent Signs	5	06-Jan-26	13-Jan-26
C-S1-010-P4-840	Install Permanent Striping	5	09-Jan-26	15-Jan-26
C-S1-010-P4-850	Finish for Substantial Completion	2	20-Jan-26	22-Jan-26
C-S1-010-P4-915	Install Trees (7ea)	2	26-Dec-25	29-Dec-25
Block 020 - Logan to Pearl		290	07-Nov-24	26-Feb-26
Phase 1 - Logan to Pearl - Block 020 - Segment 1		90	07-Nov-24	11-Apr-25
C-S1-020-P1-110	Removals - Asphalt Mat Sidewalk Concrete Paving Etc	3	15-Nov-24	19-Nov-24
C-S1-020-P1-130	Removals - Streetcar Tracks	3	15-Nov-24	19-Nov-24
C-S1-020-P1-310	Install Storm Sewer - 4" PVC Cleanouts	1	20-Nov-24	20-Nov-24
C-S1-020-P1-405	Install Electric FO Conduit Mainline	2	14-Nov-24	15-Nov-24
C-S1-020-P1-410	Install Electric (Wiring for Street Lights Ped Lights Pedestals Etc)	4	26-Nov-24	03-Dec-24
C-S1-020-P1-415	Install Elec Finishes - Lights Pedestals etc (No Signals) - 8ea Ped Lights & 2ea Pedestals	5	28-Feb-25	06-Mar-25
C-S1-020-P1-510	Grade Ready for C&G Sidewalk and Soil Cells	12	17-Jan-25	07-Feb-25
C-S1-020-P1-685	Inspect Existing 15L Structures	2	07-Nov-24	08-Nov-24
C-S1-020-P1-810	Patch HMA - includes Temp Bus Pad	2	28-Feb-25	03-Mar-25
C-S1-020-P1-910	Install Irrigation	3	21-Nov-24	25-Nov-24
C-S1-020-P1-920	FPS C&G Sidewalk	3	24-Feb-25	27-Feb-25
C-S1-020-P1-921	Cure Sidewalk	5	28-Feb-25	06-Mar-25
C-S1-020-P1-930	Construct Soil Cells/Planters - 5ea Soil Cells	8	10-Feb-25	21-Feb-25
C-S1-020-P1-950	Finish Activities Ready to Switch to Phase 2 (Includes Security Fencing of Station)	3	09-Apr-25	11-Apr-25
C-S1-020-P1-B01-500	Structural Excavation at Bus Station - EB Pennsylvania Station	3	15-Nov-24	19-Nov-24
C-S1-020-P1-B01-505	Backfill Bus Station - EB Pennsylvania Station	1	17-Jan-25	17-Jan-25
C-S1-020-P1-B01-601	FRP Bus Station Arch Foundation - EB Pennsylvania Station	12	20-Nov-24	10-Dec-24
C-S1-020-P1-B01-605	FRP Bus Station Foundation Walls - EB Pennsylvania Station	5	10-Jan-25	16-Jan-25
C-S1-020-P1-B01-610	FRP Bus Station Platform - EB Pennsylvania Station	5	21-Jan-25	28-Jan-25
C-S1-020-P1-B01-615	FRP Bus Station Splash Guard - EB Pennsylvania Station	4	30-Jan-25	04-Feb-25
C-S1-020-P1-B01-620	Erect Bus Station Arch - EB Pennsylvania Station	15	12-Dec-24	09-Jan-25
C-S1-020-P1-B01-623	Install Bus Station Canopy and Glass - EB Pennsylvania Station	8	04-Mar-25	14-Mar-25
C-S1-020-P1-B01-625	Install Bus Station Finishes - EB Pennsylvania Station	15	17-Mar-25	08-Apr-25
C-S1-020-P1-B01-640	Apply Structural Coating Finishes - EB Pennslyvania Station	2	14-Feb-25	18-Feb-25
C-S1-020-P1-B01-655	FPS Bus Station Equipment Pads - EB Pennsylvania Station	3	30-Jan-25	03-Feb-25
C-S1-020-P1-B01-924	Cure Splash Guard - EB Pennsylvania Station	5	06-Feb-25	13-Feb-25
Phase 2 - Logan to Pearl - Block 020 - Segment 1		70	03-Jun-25	10-Sep-25
C-S1-020-P2-110	Removals - Asphalt Mat Sidewalk Concrete Paving Etc	2	03-Jun-25	04-Jun-25
C-S1-020-P2-130	Removals - Streetcar Tracks	2	03-Jun-25	04-Jun-25
C-S1-020-P2-310	Install Storm Sewer - 4" PVC Cleanouts & B1	3	05-Jun-25	09-Jun-25
C-S1-020-P2-410	Install Electric (Wiring for Street Lights Ped Lights Pedestals Fiber Tie Ins Etc)	3	13-Jun-25	17-Jun-25
C-S1-020-P2-415	Install Elec Finishes - Lights Pedestals etc (No Signals) - 8ea Ped Lights & 2ea Pedestals	5	01-Aug-25	07-Aug-25
C-S1-020-P2-500	Structural Excavation at Bus Station - WB Pennsylvania Station	3	03-Jun-25	05-Jun-25
C-S1-020-P2-510	Grade Ready for C&G Sidewalk and Soil Cell	6	16-Jul-25	23-Jul-25



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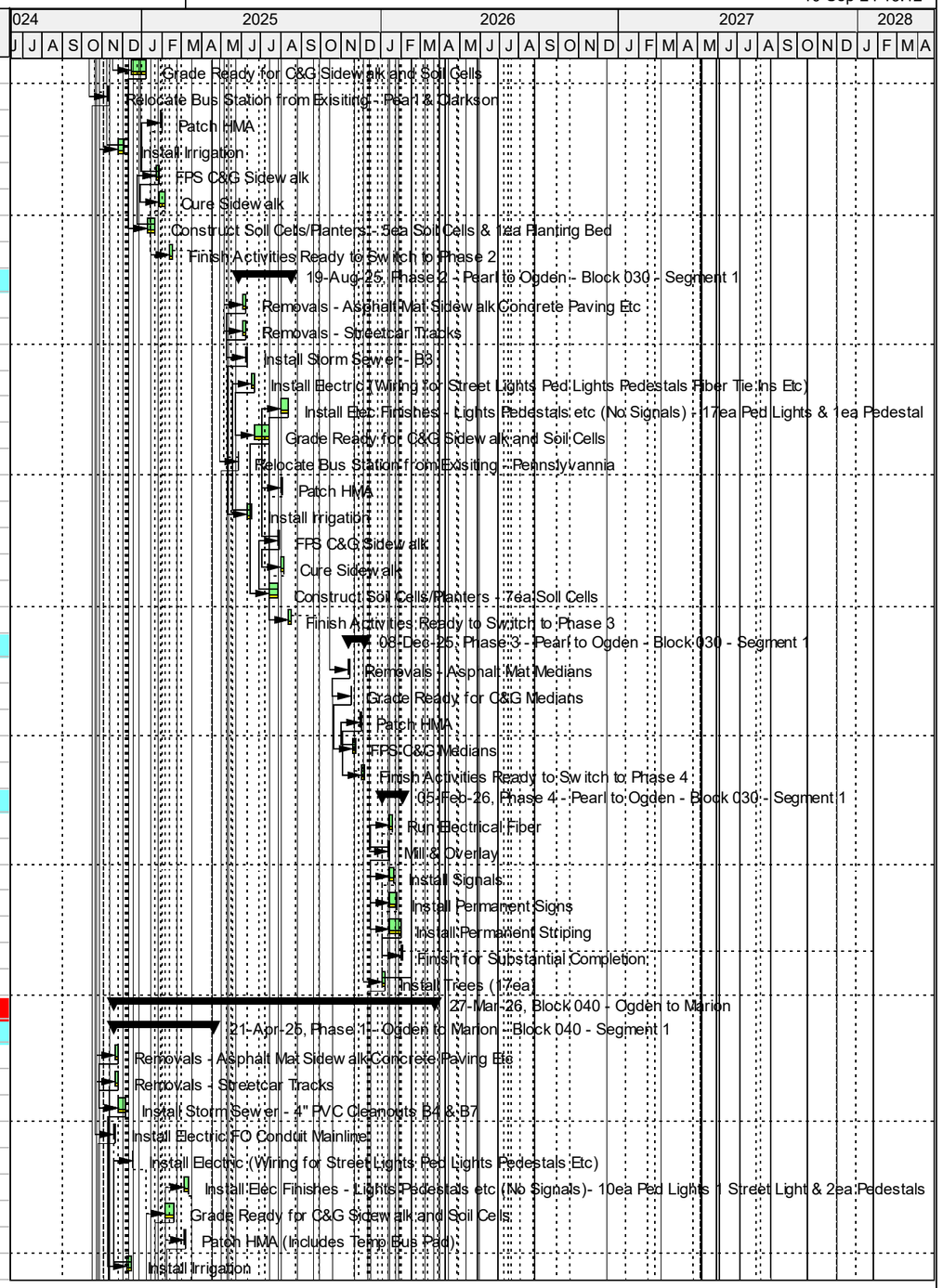
Activity ID	Activity Name	Original Duration	Start	Finish
C-S1-020-P2-810	Patch HMA	2	01-Aug-25	04-Aug-25
C-S1-020-P2-910	Install Irrigation	3	10-Jun-25	12-Jun-25
C-S1-020-P2-920	FPS C&G Sidew alk	3	29-Jul-25	31-Jul-25
C-S1-020-P2-921	Cure Sidew alk	5	01-Aug-25	07-Aug-25
C-S1-020-P2-930	Construct Soil Cells/Planters - 2ea Soil Cells	3	24-Jul-25	28-Jul-25
C-S1-020-P2-950	Finish Activities Ready to Sw itch to Phase 3 (Includes Security Fencing of Station)	3	08-Sep-25	10-Sep-25
C-S1-020-P2-B02-505	Backfill Bus Station - WB Pennsylvania Station	1	16-Jul-25	16-Jul-25
C-S1-020-P2-B02-601	FRP Bus Station Arch Foundation - WB Pennsylvania Station	12	06-Jun-25	23-Jun-25
C-S1-020-P2-B02-605	FRP Bus Station Foundation Walls - WB Pennsylvania Station	5	09-Jul-25	15-Jul-25
C-S1-020-P2-B02-610	FRP Bus Station Platform - WB Pennsylvania Station	3	17-Jul-25	21-Jul-25
C-S1-020-P2-B02-615	FRP Bus Station Splash Guard - WB Pennsylvania Station	4	22-Jul-25	25-Jul-25
C-S1-020-P2-B02-620	Erect Bus Station Arch - WB Pennsylvania Station	10	24-Jun-25	08-Jul-25
C-S1-020-P2-B02-623	Install Bus Station Canopy and Glass - WB Pennsylvania Station	8	05-Aug-25	14-Aug-25
C-S1-020-P2-B02-625	Install Bus Station Finishes - WB Pennsylvania Station	15	15-Aug-25	05-Sep-25
C-S1-020-P2-B02-640	Apply Structural Coating Finishes - WB Pennslyvania Station	2	04-Aug-25	05-Aug-25
C-S1-020-P2-B02-655	FPS Bus Station Equipment Pads - WB Pennsylvania Station	3	22-Jul-25	24-Jul-25
C-S1-020-P2-B02-924	Cure Splash Guard - WB Pennslyvania Station	5	28-Jul-25	01-Aug-25
Phase 3 - Logan to Pearl - Block 020 - Segment 1		14	10-Nov-25	04-Dec-25
C-S1-020-P3-110	Removals - Asphalt Mat Medians	2	10-Nov-25	13-Nov-25
C-S1-020-P3-510	Grade Ready for C&G Medians Bus Ramps	2	14-Nov-25	17-Nov-25
C-S1-020-P3-810	Patch HMA	2	21-Nov-25	24-Nov-25
C-S1-020-P3-920	FPS C&G & Medians	2	18-Nov-25	19-Nov-25
C-S1-020-P3-950	Finish Activities Ready to Sw itch to Phase 4	2	02-Dec-25	04-Dec-25
C-S1-020-P3-B01-603	FRP Bus Pad - EB Pennsylvania Station	3	18-Nov-25	20-Nov-25
C-S1-020-P3-B01-922	Cure Bus Pad - EB Pennslyvania Station	5	21-Nov-25	01-Dec-25
C-S1-020-P3-B02-603	FRP Bus Pad - WB Pennsylvania Station	3	18-Nov-25	20-Nov-25
C-S1-020-P3-B02-922	Cure Bus Pad - WB Pennslyvania Station	5	21-Nov-25	01-Dec-25
Phase 4 - Logan to Pearl - Block 020 - Segment 1		33	30-Dec-25	26-Feb-26
C-S1-020-P4-420	Run Electrical Fiber	2	13-Jan-26	14-Jan-26
C-S1-020-P4-660	Install BRT System Devices	5	20-Jan-26	27-Jan-26
C-S1-020-P4-665	Perform Pre-Installation Testing on BRT System Devices	3	29-Jan-26	02-Feb-26
C-S1-020-P4-670	Tie BRT System Devices into Netw ork	4	03-Feb-26	09-Feb-26
C-S1-020-P4-675	Perform Post-Installation Testing on BRT System Devices	3	10-Feb-26	13-Feb-26
C-S1-020-P4-680	Commision Pennsylvania Stations BRT System Devices	5	17-Feb-26	23-Feb-26
C-S1-020-P4-800	Mill & Overlay	2	09-Jan-26	12-Jan-26
C-S1-020-P4-820	Install Signals	2	13-Jan-26	14-Jan-26
C-S1-020-P4-830	Install Permanent Signs	2	13-Jan-26	14-Jan-26
C-S1-020-P4-840	Install Permanent Striping	3	13-Jan-26	15-Jan-26
C-S1-020-P4-850	Finish for Substantial Completion	2	24-Feb-26	26-Feb-26
C-S1-020-P4-915	Install Trees (10ea)	2	30-Dec-25	02-Jan-26
Block 030 - Pearl to Ogden		276	12-Nov-24	05-Feb-26
Phase 1 - Pearl to Ogden - Block 030 - Segment 1		54	12-Nov-24	18-Feb-25
C-S1-030-P1-110	Removals - Asphalt Mat Sidew alk Concrete Paving Etc	2	20-Nov-24	21-Nov-24
C-S1-030-P1-310	Install Storm Sew er - B2 & B6	3	22-Nov-24	26-Nov-24
C-S1-030-P1-405	Install Electric FO Conduit Mainline	3	18-Nov-24	20-Nov-24
C-S1-030-P1-410	Install Electric (Wiring for Street Lights Ped Lights Pedestals Etc)	5	09-Dec-24	16-Dec-24
C-S1-030-P1-415	Install Elec Finishes - Lights Pedestals etc (No Signals) - Xea Ped Lights & Xea Pedestals	8	30-Jan-25	11-Feb-25



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Activity ID	Activity Name	Original Duration	Start	Finish
C-S1-030-P1-510	Grade Ready for C&G Sidew alk and Soil Cells	12	17-Dec-24	09-Jan-25
C-S1-030-P1-600	Relocate Bus Station from Exisiting - Pearl & Clarkson	2	12-Nov-24	14-Nov-24
C-S1-030-P1-810	Patch HMA	2	31-Jan-25	03-Feb-25
C-S1-030-P1-910	Install Irrigation	5	27-Nov-24	06-Dec-24
C-S1-030-P1-920	FPS C&G Sidew alk	3	24-Jan-25	28-Jan-25
C-S1-030-P1-921	Cure Sidew alk	5	30-Jan-25	06-Feb-25
C-S1-030-P1-930	Construct Soil Cells/Planters - 5ea Soil Cells & 1ea Planting Bed	8	10-Jan-25	23-Jan-25
C-S1-030-P1-950	Finish Activities Ready to Sw itch to Phase 2	3	13-Feb-25	18-Feb-25
Phase 2 - Pearl to Ogden - Block 030 - Segment 1		58	29-May-25	19-Aug-25
C-S1-030-P2-110	Removals - Asphalt Mat Sidew alk Concrete Paving Etc	3	05-Jun-25	09-Jun-25
C-S1-030-P2-130	Removals - Streetcar Tracks	3	05-Jun-25	09-Jun-25
C-S1-030-P2-310	Install Storm Sew er - B3	3	10-Jun-25	12-Jun-25
C-S1-030-P2-410	Install Electric (Wiring for Street Lights Ped Lights Pedestals Fiber Tie Ins Etc)	2	20-Jun-25	23-Jun-25
C-S1-030-P2-415	Install Elec Finishes - Lights Pedestals etc (No Signals) - 17ea Ped Lights & 1ea Pedestal	9	04-Aug-25	14-Aug-25
C-S1-030-P2-510	Grade Ready for C&G Sidew alk and Soil Cells	15	24-Jun-25	15-Jul-25
C-S1-030-P2-600	Relocate Bus Station from Exisiting - Pennslyvannia	2	29-May-25	30-May-25
C-S1-030-P2-810	Patch HMA	2	04-Aug-25	05-Aug-25
C-S1-030-P2-910	Install Irrigation	5	13-Jun-25	19-Jun-25
C-S1-030-P2-920	FPS C&G Sidew alk	3	30-Jul-25	01-Aug-25
C-S1-030-P2-921	Cure Sidew alk	5	04-Aug-25	08-Aug-25
C-S1-030-P2-930	Construct Soil Cells/Planters - 7ea Soil Cells	10	16-Jul-25	29-Jul-25
C-S1-030-P2-950	Finish Activities Ready to Sw itch to Phase 3	3	15-Aug-25	19-Aug-25
Phase 3 - Pearl to Ogden - Block 030 - Segment 1		14	14-Nov-25	08-Dec-25
C-S1-030-P3-110	Removals - Asphalt Mat Medians	2	14-Nov-25	17-Nov-25
C-S1-030-P3-510	Grade Ready for C&G Medians	2	18-Nov-25	19-Nov-25
C-S1-030-P3-810	Patch HMA	2	01-Dec-25	04-Dec-25
C-S1-030-P3-920	FPS C&G Medians	5	20-Nov-25	26-Nov-25
C-S1-030-P3-950	Finish Activities Ready to Sw itch to Phase 4	2	05-Dec-25	08-Dec-25
Phase 4 - Pearl to Ogden - Block 030 - Segment 1		19	05-Jan-26	05-Feb-26
C-S1-030-P4-420	Run Electrical Fiber	2	16-Jan-26	20-Jan-26
C-S1-030-P4-800	Mill & Overlay	3	13-Jan-26	15-Jan-26
C-S1-030-P4-820	Install Signals	4	16-Jan-26	23-Jan-26
C-S1-030-P4-830	Install Permanent Signs	6	16-Jan-26	27-Jan-26
C-S1-030-P4-840	Install Permanent Striping	6	16-Jan-26	02-Feb-26
C-S1-030-P4-850	Finish for Substantial Completion	2	03-Feb-26	05-Feb-26
C-S1-030-P4-915	Install Trees (17ea)	4	05-Jan-26	09-Jan-26
Block 040 - Ogden to Marion		302	21-Nov-24	27-Mar-26
Phase 1 - Ogden to Marion - Block 040 - Segment 1		87	21-Nov-24	21-Apr-25
C-S1-040-P1-110	Removals - Asphalt Mat Sidew alk Concrete Paving Etc	3	22-Nov-24	26-Nov-24
C-S1-040-P1-130	Removals - Streetcar Tracks	3	22-Nov-24	26-Nov-24
C-S1-040-P1-310	Install Storm Sew er - 4" PVC Cleanouts B4 & B7	6	27-Nov-24	09-Dec-24
C-S1-040-P1-405	Install Electric FO Conduit Mainline	2	21-Nov-24	22-Nov-24
C-S1-040-P1-410	Install Electric (Wiring for Street Lights Ped Lights Pedestals Etc)	2	19-Dec-24	20-Dec-24
C-S1-040-P1-415	Install Elec Finishes - Lights Pedestals etc (No Signals)- 10ea Ped Lights 1 Street Light & 2ea	5	07-Mar-25	14-Mar-25
C-S1-040-P1-510	Grade Ready for C&G Sidew alk and Soil Cells	9	06-Feb-25	20-Feb-25
C-S1-040-P1-810	Patch HMA (Includes Temp Bus Pad)	2	07-Mar-25	10-Mar-25
C-S1-040-P1-910	Install Irrigation	5	10-Dec-24	17-Dec-24



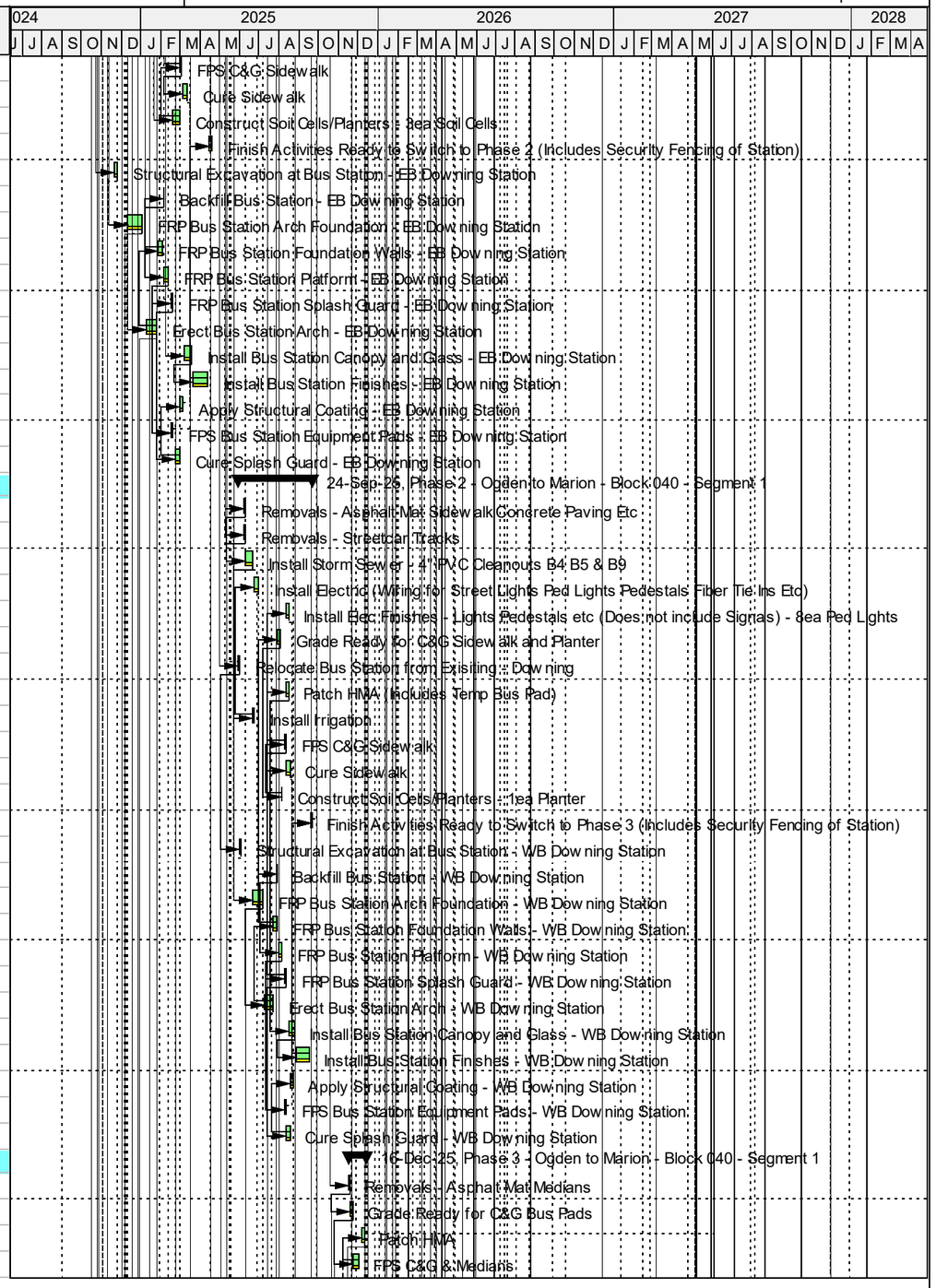
Primary Baseline | Remaining Work | Milestone
Actual Work | Critical Remaining Work | Summary

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Activity ID	Activity Name	Original Duration	Start	Finish
C-S1-040-P1-920	FPS C&G Sidew alk	3	04-Mar-25	06-Mar-25
C-S1-040-P1-921	Cure Sidew alk	5	07-Mar-25	14-Mar-25
C-S1-040-P1-930	Construct Soil Cells/Planters - 3ea Soil Cells	6	21-Feb-25	03-Mar-25
C-S1-040-P1-950	Finish Activities Ready to Sw itch to Phase 2 (Includes Security Fencing of Station)	3	17-Apr-25	21-Apr-25
C-S1-040-P1-B03-500	Structural Excavation at Bus Station - EB Dow ning Station	3	22-Nov-24	26-Nov-24
C-S1-040-P1-B03-505	Backfill Bus Station - EB Dow ning Station	1	06-Feb-25	06-Feb-25
C-S1-040-P1-B03-601	FRP Bus Station Arch Foundation - EB Dow ning Station	12	12-Dec-24	03-Jan-25
C-S1-040-P1-B03-605	FRP Bus Station Foundation Walls - EB Dow ning Station	5	28-Jan-25	04-Feb-25
C-S1-040-P1-B03-610	FRP Bus Station Platform - EB Dow ning Station	5	07-Feb-25	14-Feb-25
C-S1-040-P1-B03-615	FRP Bus Station Splash Guard - EB Dow ning Station	4	18-Feb-25	21-Feb-25
C-S1-040-P1-B03-620	Erect Bus Station Arch - EB Dow ning Station	10	10-Jan-25	27-Jan-25
C-S1-040-P1-B03-623	Install Bus Station Canopy and Glass - EB Dow ning Station	8	11-Mar-25	21-Mar-25
C-S1-040-P1-B03-625	Install Bus Station Finishes - EB Dow ning Station	15	24-Mar-25	15-Apr-25
C-S1-040-P1-B03-640	Apply Structural Coating - EB Dow ning Station	2	04-Mar-25	07-Mar-25
C-S1-040-P1-B03-655	FPS Bus Station Equipment Pads - EB Dow ning Station	3	18-Feb-25	20-Feb-25
C-S1-040-P1-B03-924	Cure Splash Guard - EB Dow ning Station	5	24-Feb-25	03-Mar-25
Phase 2 - Ogden to Marion - Block 040 - Segment 1		81	02-Jun-25	24-Sep-25
C-S1-040-P2-110	Removals - Asphalt Mat Sidew alk Concrete Paving Etc	3	10-Jun-25	12-Jun-25
C-S1-040-P2-130	Removals - Streetcar Tracks	3	10-Jun-25	12-Jun-25
C-S1-040-P2-310	Install Storm Sew er - 4" PVC Cleanouts B4 B5 & B9	7	13-Jun-25	23-Jun-25
C-S1-040-P2-410	Install Electric (Wiring for Street Lights Ped Lights Pedestals Fiber Tie Ins Etc)	4	27-Jun-25	02-Jul-25
C-S1-040-P2-415	Install Elec Finishes - Lights Pedestals etc (Does not include Signals) - 8ea Ped Lights	4	14-Aug-25	19-Aug-25
C-S1-040-P2-510	Grade Ready for C&G Sidew alk and Planter	4	01-Aug-25	06-Aug-25
C-S1-040-P2-600	Relocate Bus Station from Exisiting - Dow ning	2	02-Jun-25	03-Jun-25
C-S1-040-P2-810	Patch HMA (Includes Temp Bus Pad)	2	15-Aug-25	18-Aug-25
C-S1-040-P2-910	Install Irrigation	3	24-Jun-25	26-Jun-25
C-S1-040-P2-920	FPS C&G Sidew alk	3	11-Aug-25	13-Aug-25
C-S1-040-P2-921	Cure Sidew alk	5	14-Aug-25	20-Aug-25
C-S1-040-P2-930	Construct Soil Cells/Planters - 1ea Planter	2	07-Aug-25	08-Aug-25
C-S1-040-P2-950	Finish Activities Ready to Sw itch to Phase 3 (Includes Security Fencing of Station)	3	22-Sep-25	24-Sep-25
C-S1-040-P2-B04-500	Structural Excavation at Bus Station - WB Dow ning Station	3	04-Jun-25	06-Jun-25
C-S1-040-P2-B04-505	Backfill Bus Station - WB Dow ning Station	1	01-Aug-25	01-Aug-25
C-S1-040-P2-B04-601	FRP Bus Station Arch Foundation - WB Dow ning Station	12	24-Jun-25	10-Jul-25
C-S1-040-P2-B04-605	FRP Bus Station Foundation Walls - WB Dow ning Station	5	25-Jul-25	31-Jul-25
C-S1-040-P2-B04-610	FRP Bus Station Platform - WB Dow ning Station	5	04-Aug-25	08-Aug-25
C-S1-040-P2-B04-615	FRP Bus Station Splash Guard - WB Dow ning Station	4	11-Aug-25	14-Aug-25
C-S1-040-P2-B04-620	Erect Bus Station Arch - WB Dow ning Station	10	11-Jul-25	24-Jul-25
C-S1-040-P2-B04-623	Install Bus Station Canopy and Glass - WB Dow ning Station	8	19-Aug-25	28-Aug-25
C-S1-040-P2-B04-625	Install Bus Station Finishes - WB Dow ning Station	15	29-Aug-25	19-Sep-25
C-S1-040-P2-B04-640	Apply Structural Coating - WB Dow ning Station	2	22-Aug-25	25-Aug-25
C-S1-040-P2-B04-655	FPS Bus Station Equipment Pads - WB Dow ning Station	3	11-Aug-25	13-Aug-25
C-S1-040-P2-B04-924	Cure Splash Guard - WB Dow ning Station	5	15-Aug-25	21-Aug-25
Phase 3 - Ogden to Marion - Block 040 - Segment 1		17	18-Nov-25	16-Dec-25
C-S1-040-P3-110	Removals - Asphalt Mat Medians	3	18-Nov-25	20-Nov-25
C-S1-040-P3-510	Grade Ready for C&G Bus Pads	2	21-Nov-25	24-Nov-25
C-S1-040-P3-810	Patch HMA	2	08-Dec-25	12-Dec-25
C-S1-040-P3-920	FPS C&G & Medians	6	25-Nov-25	05-Dec-25



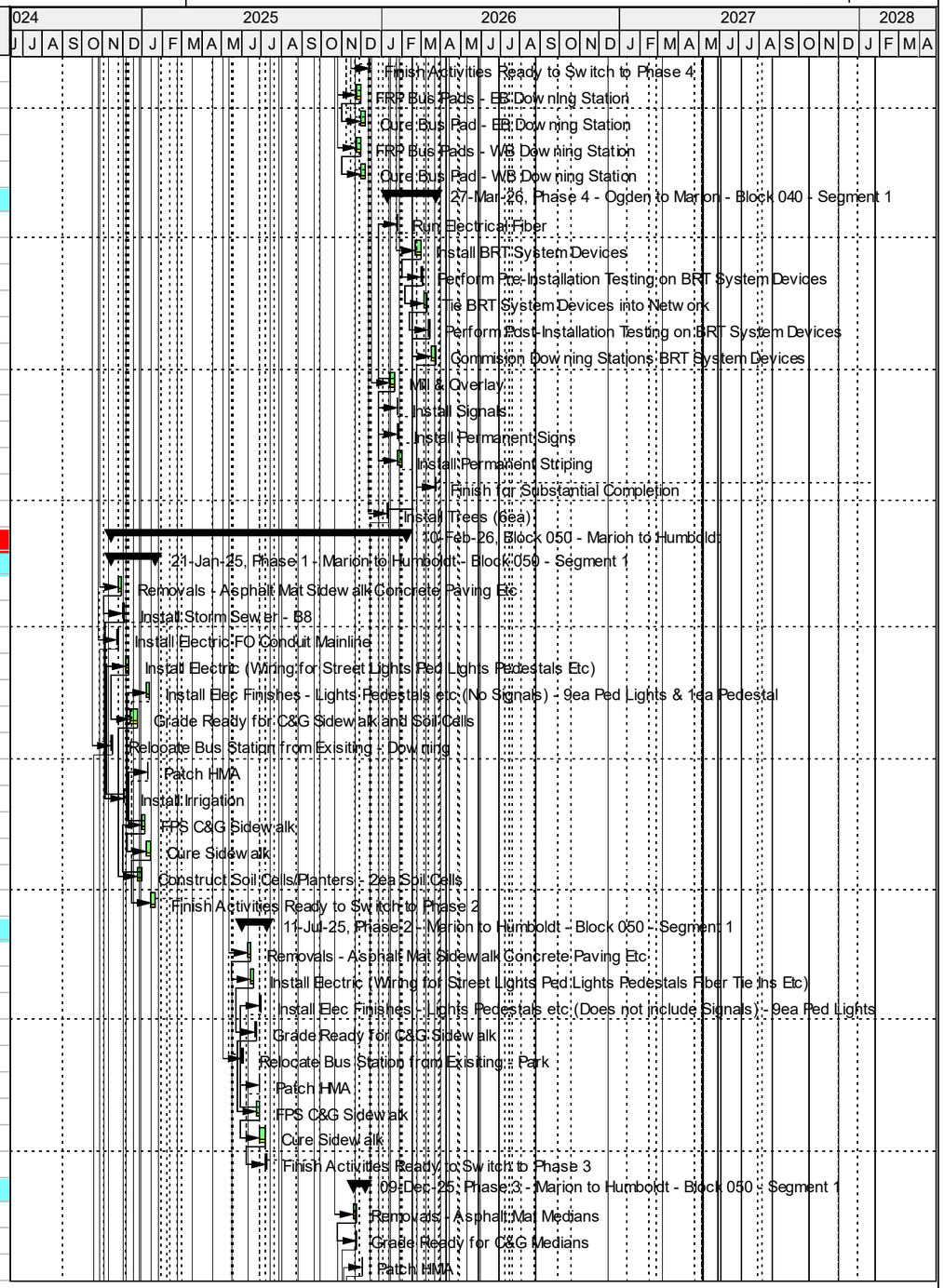
Primary Baseline | Remaining Work | Milestone
Actual Work | Critical Remaining Work | Summary

TASK filter: All Activities

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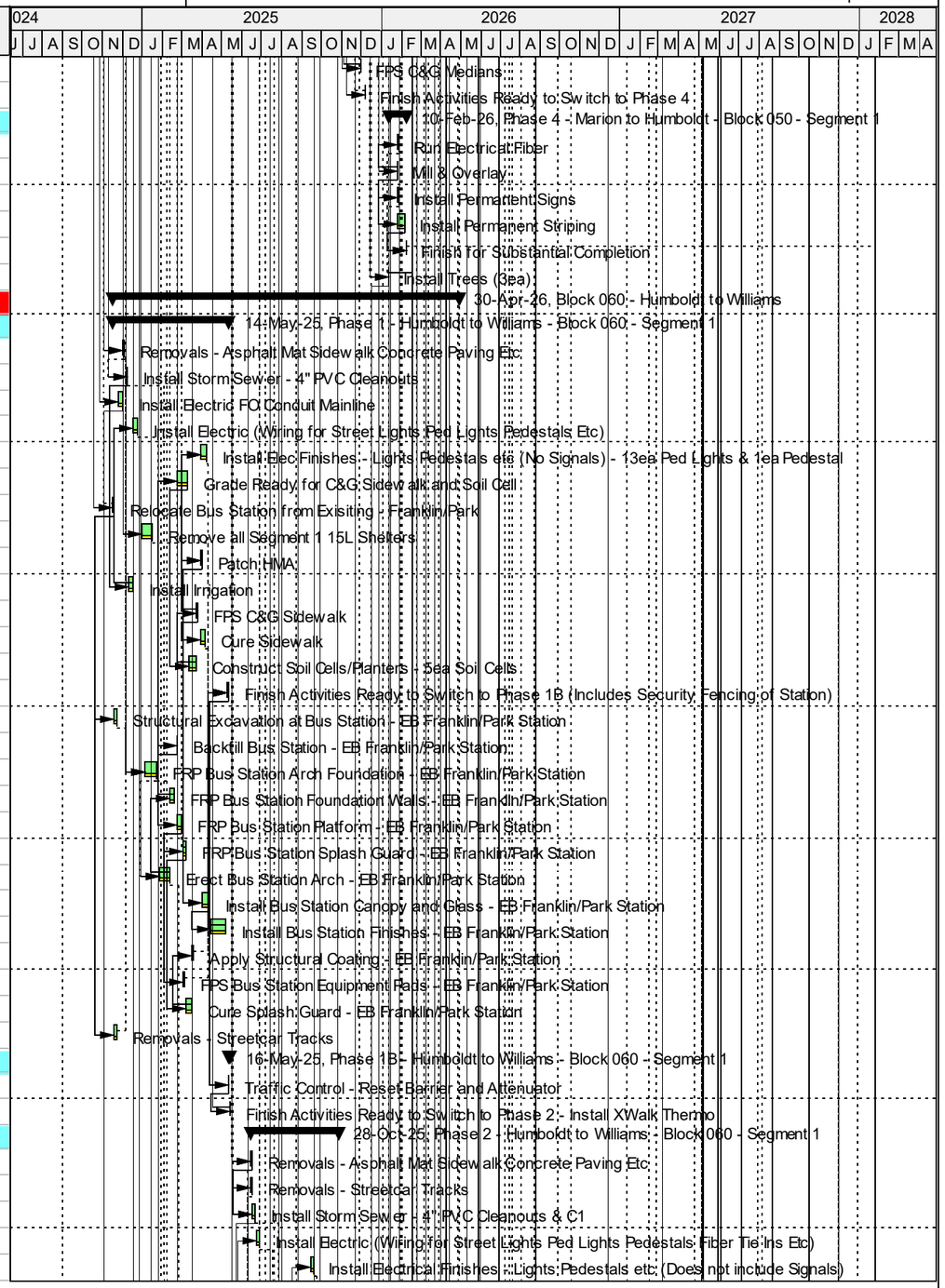
Activity ID	Activity Name	Original Duration	Start	Finish
C-S1-040-P3-950	Finish Activities Ready to Switch to Phase 4	2	15-Dec-25	16-Dec-25
C-S1-040-P3-B03-603	FRP Bus Pads - EB Downing Station	3	25-Nov-25	01-Dec-25
C-S1-040-P3-B03-922	Cure Bus Pad - EB Downing Station	5	02-Dec-25	09-Dec-25
C-S1-040-P3-B04-603	FRP Bus Pads - WB Downing Station	3	25-Nov-25	01-Dec-25
C-S1-040-P3-B04-922	Cure Bus Pad - WB Downing Station	5	02-Dec-25	09-Dec-25
Phase 4 - Ogden to Marion - Block 040 - Segment 1		47	12-Jan-26	27-Mar-26
C-S1-040-P4-420	Run Electrical Fiber	2	26-Jan-26	27-Jan-26
C-S1-040-P4-660	Install BRT System Devices	5	24-Feb-26	03-Mar-26
C-S1-040-P4-665	Perform Pre-Installation Testing on BRT System Devices	3	04-Mar-26	06-Mar-26
C-S1-040-P4-670	Tie BRT System Devices into Network	4	09-Mar-26	13-Mar-26
C-S1-040-P4-675	Perform Post-Installation Testing on BRT System Devices	3	16-Mar-26	18-Mar-26
C-S1-040-P4-680	Commision Downing Stations BRT System Devices	5	19-Mar-26	25-Mar-26
C-S1-040-P4-800	Mill & Overlay	2	16-Jan-26	23-Jan-26
C-S1-040-P4-820	Install Signals	2	26-Jan-26	27-Jan-26
C-S1-040-P4-830	Install Permanent Signs	3	26-Jan-26	29-Jan-26
C-S1-040-P4-840	Install Permanent Striping	4	26-Jan-26	02-Feb-26
C-S1-040-P4-850	Finish for Substantial Completion	2	26-Mar-26	27-Mar-26
C-S1-040-P4-915	Install Trees (6ea)	2	12-Jan-26	13-Jan-26
Block 050 - Marion to Humboldt		277	15-Nov-24	10-Feb-26
Phase 1 - Marion to Humboldt - Block 050 - Segment 1		37	15-Nov-24	21-Jan-25
C-S1-050-P1-110	Removals - Asphalt Mat Sidewalk Concrete Paving Etc	2	27-Nov-24	02-Dec-24
C-S1-050-P1-310	Install Storm Sewer - B8	2	03-Dec-24	05-Dec-24
C-S1-050-P1-405	Install Electric FO Conduit Mainline	2	25-Nov-24	26-Nov-24
C-S1-050-P1-410	Install Electric (Wiring for Street Lights Ped Lights Pedestals Etc)	4	09-Dec-24	13-Dec-24
C-S1-050-P1-415	Install Elec Finishes - Lights Pedestals etc (No Signals) - 9ea Ped Lights & 1ea Pedestal	4	09-Jan-25	14-Jan-25
C-S1-050-P1-510	Grade Ready for C&G Sidewalk and Soil Cells	6	16-Dec-24	26-Dec-24
C-S1-050-P1-600	Relocate Bus Station from Exisiting - Downing	2	15-Nov-24	18-Nov-24
C-S1-050-P1-810	Patch HMA	1	10-Jan-25	10-Jan-25
C-S1-050-P1-910	Install Irrigation	1	06-Dec-24	06-Dec-24
C-S1-050-P1-920	FPS C&G Sidewalk	3	03-Jan-25	07-Jan-25
C-S1-050-P1-921	Cure Sidewalk	5	09-Jan-25	15-Jan-25
C-S1-050-P1-930	Construct Soil Cells/Planters - 2ea Soil Cells	3	27-Dec-24	02-Jan-25
C-S1-050-P1-950	Finish Activities Ready to Switch to Phase 2	3	16-Jan-25	21-Jan-25
Phase 2 - Marion to Humboldt - Block 050 - Segment 1		27	04-Jun-25	11-Jul-25
C-S1-050-P2-110	Removals - Asphalt Mat Sidewalk Concrete Paving Etc	2	13-Jun-25	16-Jun-25
C-S1-050-P2-410	Install Electric (Wiring for Street Lights Ped Lights Pedestals Fiber Tie Ins Etc)	4	17-Jun-25	20-Jun-25
C-S1-050-P2-415	Install Elec Finishes - Lights Pedestals etc (Does not include Signals) - 9ea Ped Lights	3	01-Jul-25	03-Jul-25
C-S1-050-P2-510	Grade Ready for C&G Sidewalk	3	23-Jun-25	25-Jun-25
C-S1-050-P2-600	Relocate Bus Station from Exisiting - Park	2	04-Jun-25	05-Jun-25
C-S1-050-P2-810	Patch HMA	1	01-Jul-25	01-Jul-25
C-S1-050-P2-920	FPS C&G Sidewalk	3	26-Jun-25	30-Jun-25
C-S1-050-P2-921	Cure Sidewalk	5	01-Jul-25	08-Jul-25
C-S1-050-P2-950	Finish Activities Ready to Switch to Phase 3	3	09-Jul-25	11-Jul-25
Phase 3 - Marion to Humboldt - Block 050 - Segment 1		10	21-Nov-25	09-Dec-25
C-S1-050-P3-110	Removals - Asphalt Mat Medians	2	21-Nov-25	24-Nov-25
C-S1-050-P3-510	Grade Ready for C&G Medians	2	25-Nov-25	26-Nov-25
C-S1-050-P3-810	Patch HMA	2	04-Dec-25	05-Dec-25



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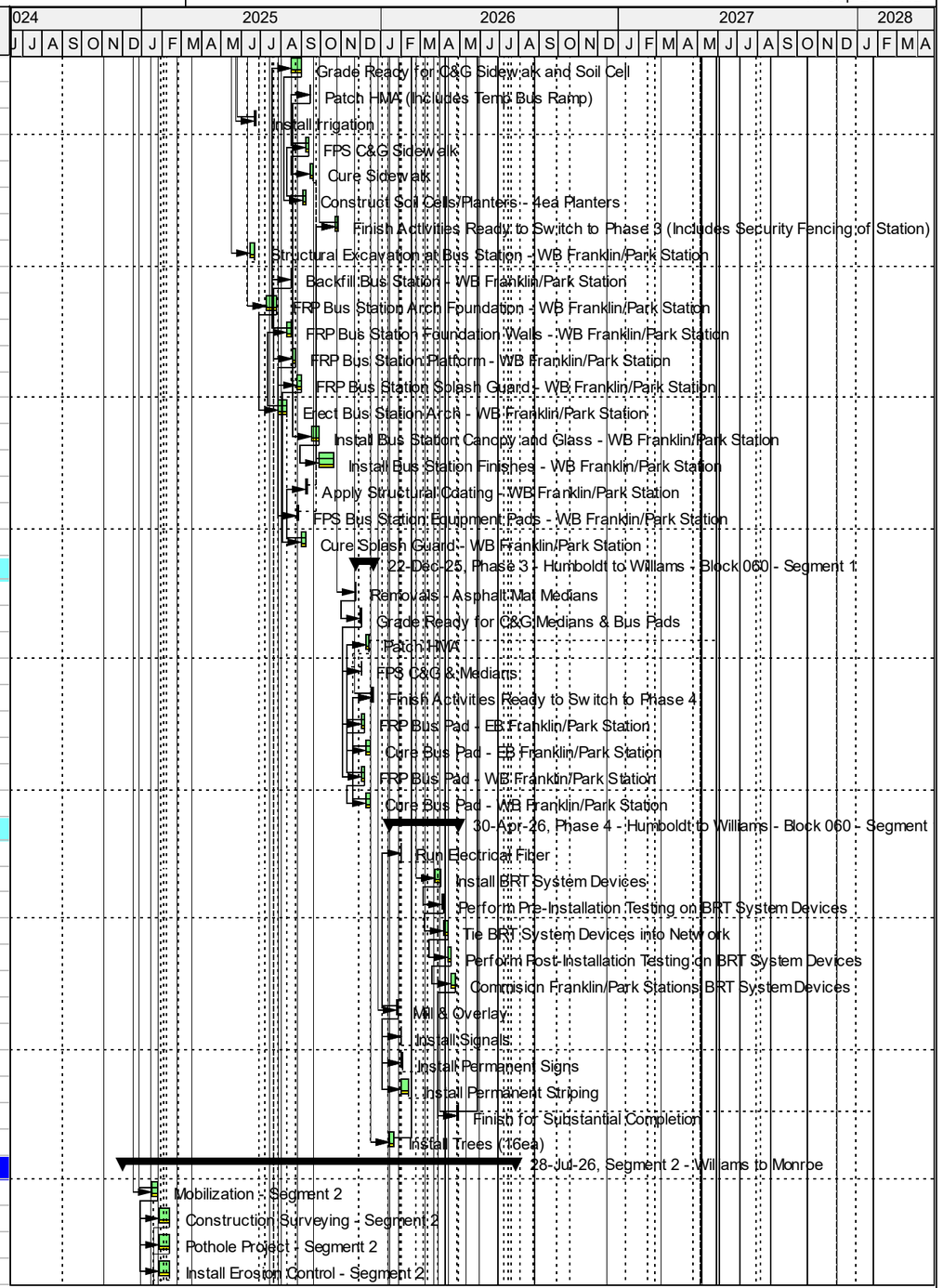
Activity ID	Activity Name	Original Duration	Start	Finish
C-S1-050-P3-920	FPS C&G Medians	2	01-Dec-25	02-Dec-25
C-S1-050-P3-950	Finish Activities Ready to Switch to Phase 4	2	08-Dec-25	09-Dec-25
Phase 4 - Marion to Humboldt - Block 050 - Segment 1		16	14-Jan-26	10-Feb-26
C-S1-050-P4-420	Run Electrical Fiber	2	27-Jan-26	29-Jan-26
C-S1-050-P4-800	Mill & Overlay	1	26-Jan-26	26-Jan-26
C-S1-050-P4-830	Install Permanent Signs	3	27-Jan-26	30-Jan-26
C-S1-050-P4-840	Install Permanent Striping	4	27-Jan-26	06-Feb-26
C-S1-050-P4-850	Finish for Substantial Completion	2	09-Feb-26	10-Feb-26
C-S1-050-P4-915	Install Trees (3ea)	1	14-Jan-26	14-Jan-26
Block 060 - Humboldt to Williams		324	19-Nov-24	30-Apr-26
Phase 1 - Humboldt to Williams - Block 060 - Segment 1		104	19-Nov-24	14-May-25
C-S1-060-P1-110	Removals - Asphalt Mat Sidewalk Concrete Paving Etc	3	03-Dec-24	06-Dec-24
C-S1-060-P1-310	Install Storm Sewer - 4" PVC Cleanouts	1	10-Dec-24	10-Dec-24
C-S1-060-P1-405	Install Electric FO Conduit Mainline	3	27-Nov-24	03-Dec-24
C-S1-060-P1-410	Install Electric (Wiring for Street Lights Ped Lights Pedestals Etc)	4	20-Dec-24	27-Dec-24
C-S1-060-P1-415	Install Elec Finishes - Lights Pedestals etc (No Signals) - 13ea Ped Lights & 1ea Pedestal	7	01-Apr-25	10-Apr-25
C-S1-060-P1-510	Grade Ready for C&G Sidewalk and Soil Cell	12	24-Feb-25	13-Mar-25
C-S1-060-P1-600	Relocate Bus Station from Exisiting - Franklin/Park	2	19-Nov-24	20-Nov-24
C-S1-060-P1-690	Remove all Segment 1 15L Shelters	10	03-Jan-25	17-Jan-25
C-S1-060-P1-810	Patch HMA	2	01-Apr-25	03-Apr-25
C-S1-060-P1-910	Install Irrigation	5	12-Dec-24	19-Dec-24
C-S1-060-P1-920	FPS C&G Sidewalk	3	26-Mar-25	28-Mar-25
C-S1-060-P1-921	Cure Sidewalk	5	01-Apr-25	08-Apr-25
C-S1-060-P1-930	Construct Soil Cells/Planters - 5ea Soil Cells	8	14-Mar-25	25-Mar-25
C-S1-060-P1-950	Finish Activities Ready to Switch to Phase 1B (Includes Security Fencing of Station)	3	12-May-25	14-May-25
C-S1-060-P1-B05-500	Structural Excavation at Bus Station - EB Franklin/Park Station	3	21-Nov-24	25-Nov-24
C-S1-060-P1-B05-505	Backfill Bus Station - EB Franklin/Park Station	1	24-Feb-25	24-Feb-25
C-S1-060-P1-B05-601	FRP Bus Station Arch Foundation - EB Franklin/Park Station	12	06-Jan-25	24-Jan-25
C-S1-060-P1-B05-605	FRP Bus Station Foundation Walls - EB Franklin/Park Station	5	14-Feb-25	21-Feb-25
C-S1-060-P1-B05-610	FRP Bus Station Platform - EB Franklin/Park Station	5	25-Feb-25	04-Mar-25
C-S1-060-P1-B05-615	FRP Bus Station Splash Guard - EB Franklin/Park Station	4	05-Mar-25	10-Mar-25
C-S1-060-P1-B05-620	Erect Bus Station Arch - EB Franklin/Park Station	10	28-Jan-25	13-Feb-25
C-S1-060-P1-B05-623	Install Bus Station Canopy and Glass - EB Franklin/Park Station	8	04-Apr-25	15-Apr-25
C-S1-060-P1-B05-625	Install Bus Station Finishes - EB Franklin/Park Station	15	17-Apr-25	09-May-25
C-S1-060-P1-B05-640	Apply Structural Coating - EB Franklin/Park Station	2	20-Mar-25	21-Mar-25
C-S1-060-P1-B05-655	FPS Bus Station Equipment Pads - EB Franklin/Park Station	3	05-Mar-25	07-Mar-25
C-S1-060-P1-B05-924	Cure Splash Guard - EB Franklin/Park Station	5	11-Mar-25	18-Mar-25
S-S1-060-P1-130	Removals - Streetcar Tracks	3	21-Nov-24	25-Nov-24
Phase 1B - Humboldt to Williams - Block 060 - Segment 1		2	15-May-25	16-May-25
C-S1-060-P1B-010	Traffic Control - Reset Barrier and Attenuator	1	15-May-25	15-May-25
C-S1-060-P1B-950	Finish Activities Ready to Switch to Phase 2 - Install XWalk Thermo	1	16-May-25	16-May-25
Phase 2 - Humboldt to Williams - Block 060 - Segment 1		91	17-Jun-25	28-Oct-25
C-S1-060-P2-110	Removals - Asphalt Mat Sidewalk Concrete Paving Etc	2	17-Jun-25	18-Jun-25
C-S1-060-P2-130	Removals - Streetcar Tracks	2	17-Jun-25	18-Jun-25
C-S1-060-P2-310	Install Storm Sewer - 4" PVC Cleanouts & C1	3	19-Jun-25	23-Jun-25
C-S1-060-P2-410	Install Electric (Wiring for Street Lights Ped Lights Pedestals Fiber Tie Ins Etc)	3	27-Jun-25	01-Jul-25
C-S1-060-P2-415	Install Electrical Finishes - Lights Pedestals etc (Does not include Signals)	5	16-Sep-25	22-Sep-25



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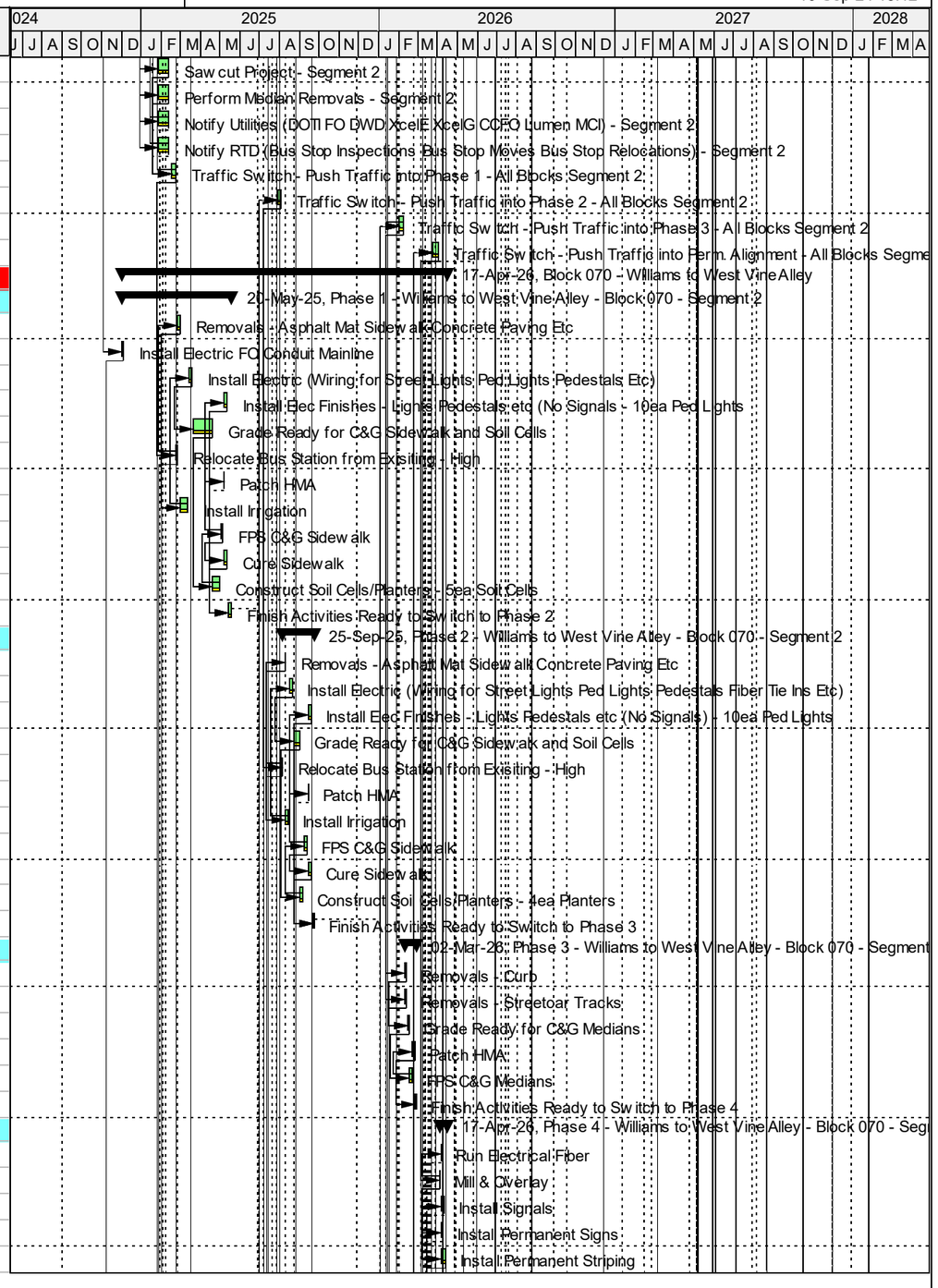
Activity ID	Activity Name	Original Duration	Start	Finish
C-S1-060-P2-510	Grade Ready for C&G Sidew alk and Soil Cell	12	19-Aug-25	04-Sep-25
C-S1-060-P2-810	Patch HMA (Includes Temp Bus Ramp)	2	16-Sep-25	17-Sep-25
C-S1-060-P2-910	Install Irrigation	3	24-Jun-25	26-Jun-25
C-S1-060-P2-920	FPS C&G Sidew alk	3	11-Sep-25	15-Sep-25
C-S1-060-P2-921	Cure Sidew alk	5	16-Sep-25	22-Sep-25
C-S1-060-P2-930	Construct Soil Cells/Planters - 4ea Planters	4	05-Sep-25	10-Sep-25
C-S1-060-P2-950	Finish Activities Ready to Sw itch to Phase 3 (Includes Security Fencing of Station)	3	24-Oct-25	28-Oct-25
C-S1-060-P2-B06-500	Structural Excavation at Bus Station - WB Franklin/Park Station	5	17-Jun-25	23-Jun-25
C-S1-060-P2-B06-505	Backfill Bus Station - WB Franklin/Park Station	1	19-Aug-25	19-Aug-25
C-S1-060-P2-B06-601	FRP Bus Station Arch Foundation - WB Franklin/Park Station	12	11-Jul-25	28-Jul-25
C-S1-060-P2-B06-605	FRP Bus Station Foundation Walls - WB Franklin/Park Station	5	12-Aug-25	18-Aug-25
C-S1-060-P2-B06-610	FRP Bus Station Platform - WB Franklin/Park Station	5	20-Aug-25	26-Aug-25
C-S1-060-P2-B06-615	FRP Bus Station Splash Guard - WB Franklin/Park Station	4	27-Aug-25	02-Sep-25
C-S1-060-P2-B06-620	Erect Bus Station Arch - WB Franklin/Park Station	10	29-Jul-25	11-Aug-25
C-S1-060-P2-B06-623	Install Bus Station Canopy and Glass - WB Franklin/Park Station	8	18-Sep-25	29-Sep-25
C-S1-060-P2-B06-625	Install Bus Station Finishes - WB Franklin/Park Station	15	30-Sep-25	23-Oct-25
C-S1-060-P2-B06-640	Apply Structural Coating - WB Franklin/Park Station	2	11-Sep-25	12-Sep-25
C-S1-060-P2-B06-655	FPS Bus Station Equipment Pads - WB Franklin/Park Station	3	27-Aug-25	29-Aug-25
C-S1-060-P2-B06-924	Cure Splash Guard - WB Franklin/Park Station	5	03-Sep-25	09-Sep-25
Phase 3 - Humboldt to Williams - Block 060 - Segment 1		15	25-Nov-25	22-Dec-25
C-S1-060-P3-110	Removals - Asphalt Mat Medians	2	25-Nov-25	26-Nov-25
C-S1-060-P3-510	Grade Ready for C&G Medians & Bus Pads	3	01-Dec-25	04-Dec-25
C-S1-060-P3-810	Patch HMA	2	12-Dec-25	15-Dec-25
C-S1-060-P3-920	FPS C&G & Medians	1	05-Dec-25	05-Dec-25
C-S1-060-P3-950	Finish Activities Ready to Sw itch to Phase 4	2	19-Dec-25	22-Dec-25
C-S1-060-P3-B05-603	FRP Bus Pad - EB Franklin/Park Station	3	05-Dec-25	09-Dec-25
C-S1-060-P3-B05-922	Cure Bus Pad - EB Franklin/Park Station	5	11-Dec-25	18-Dec-25
C-S1-060-P3-B06-603	FRP Bus Pad - WB Franklin/Park Station	3	05-Dec-25	09-Dec-25
C-S1-060-P3-B06-922	Cure Bus Pad - WB Franklin/Park Station	5	11-Dec-25	18-Dec-25
Phase 4 - Humboldt to Williams - Block 060 - Segment 1		64	15-Jan-26	30-Apr-26
C-S1-060-P4-420	Run Electrical Fiber	2	02-Feb-26	03-Feb-26
C-S1-060-P4-660	Install BRT System Devices	5	26-Mar-26	03-Apr-26
C-S1-060-P4-665	Perform Pre-Installation Testing on BRT System Devices	3	06-Apr-26	08-Apr-26
C-S1-060-P4-670	Tie BRT System Devices into Netw ork	4	09-Apr-26	14-Apr-26
C-S1-060-P4-675	Perform Post-Installation Testing on BRT System Devices	3	16-Apr-26	20-Apr-26
C-S1-060-P4-680	Commision Franklin/Park Stations BRT System Devices	5	21-Apr-26	27-Apr-26
C-S1-060-P4-800	Mill & Overlay	2	27-Jan-26	30-Jan-26
C-S1-060-P4-820	Install Signals	2	02-Feb-26	03-Feb-26
C-S1-060-P4-830	Install Permanent Signs	3	02-Feb-26	05-Feb-26
C-S1-060-P4-840	Install Permanent Striping	4	02-Feb-26	13-Feb-26
C-S1-060-P4-850	Finish for Substantial Completion	2	28-Apr-26	30-Apr-26
C-S1-060-P4-915	Install Trees (16ea)	4	15-Jan-26	22-Jan-26
Segment 2 - Williams to Monroe		375	05-Dec-24	28-Jul-26
C-S2-P1-000	Mobilization - Segment 2	5	17-Jan-25	27-Jan-25
C-S2-P1-001	Construction Surveying - Segment 2	11	28-Jan-25	14-Feb-25
C-S2-P1-002	Pothole Project - Segment 2	11	28-Jan-25	14-Feb-25
C-S2-P1-003	Install Erosion Control - Segment 2	10	28-Jan-25	13-Feb-25



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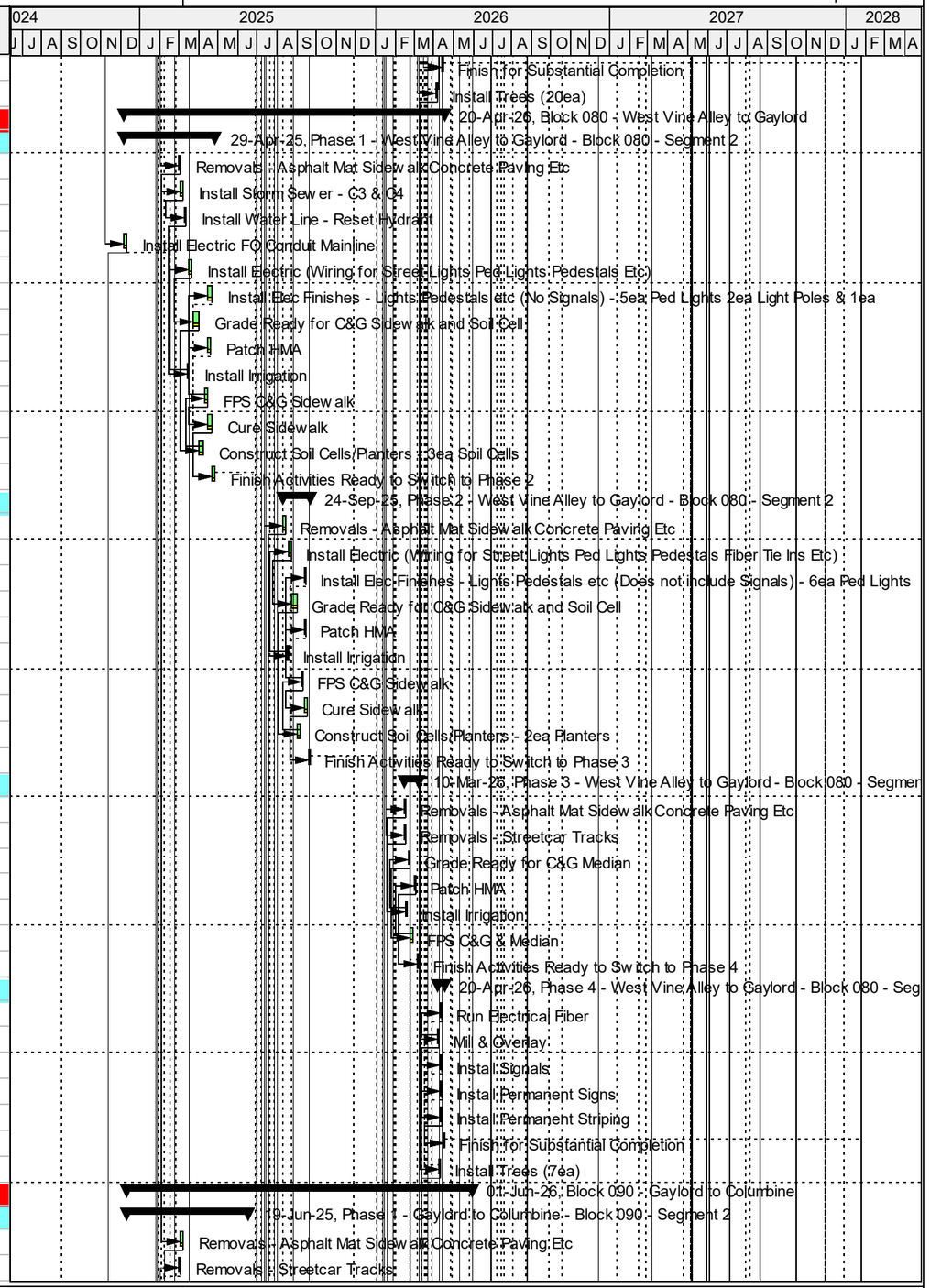
Activity ID	Activity Name	Original Duration	Start	Finish
C-S2-P1-004	Saw cut Project - Segment 2	11	28-Jan-25	14-Feb-25
C-S2-P1-005	Perform Median Removals - Segment 2	11	28-Jan-25	14-Feb-25
C-S2-P1-006	Notify Utilities (DOTI FO DWD XcelE XcelG CCFO Lumen MCI) - Segment 2	10	28-Jan-25	13-Feb-25
C-S2-P1-007	Notify RTD (Bus Stop Inspections Bus Stop Moves Bus Stop Relocations) - Segment 2	10	28-Jan-25	13-Feb-25
C-S2-P1-010	Traffic Switch - Push Traffic into Phase 1 - All Blocks Segment 2	5	18-Feb-25	24-Feb-25
C-S2-P2-020	Traffic Switch - Push Traffic into Phase 2 - All Blocks Segment 2	5	31-Jul-25	06-Aug-25
C-S2-P3-030	Traffic Switch - Push Traffic into Phase 3 - All Blocks Segment 2	5	03-Feb-26	10-Feb-26
C-S2-P4-040	Traffic Switch - Push Traffic into Perm. Alignment - All Blocks Segment 2	5	26-Mar-26	03-Apr-26
Block 070 - Williams to West Vine Alley		307	05-Dec-24	17-Apr-26
Phase 1 - Williams to West Vine Alley - Block 070 - Segment 2		99	05-Dec-24	20-May-25
C-S2-070-P1-110	Removals - Asphalt Mat Sidewalk Concrete Paving Etc	2	28-Feb-25	03-Mar-25
C-S2-070-P1-405	Install Electric FO Conduit Mainline	2	05-Dec-24	06-Dec-24
C-S2-070-P1-410	Install Electric (Wiring for Street Lights Ped Lights Pedestals Etc)	5	17-Mar-25	21-Mar-25
C-S2-070-P1-415	Install Elec Finishes - Lights Pedestals etc (No Signals - 10ea Ped Lights	5	09-May-25	15-May-25
C-S2-070-P1-510	Grade Ready for C&G Sidewalk and Soil Cells	18	24-Mar-25	21-Apr-25
C-S2-070-P1-600	Relocate Bus Station from Exisiting - High	2	25-Feb-25	27-Feb-25
C-S2-070-P1-810	Patch HMA	1	09-May-25	09-May-25
C-S2-070-P1-910	Install Irrigation	8	04-Mar-25	14-Mar-25
C-S2-070-P1-920	FPS C&G Sidewalk	3	05-May-25	08-May-25
C-S2-070-P1-921	Cure Sidewalk	5	09-May-25	15-May-25
C-S2-070-P1-930	Construct Soil Cells/Planters - 5ea Soil Cells	8	22-Apr-25	02-May-25
C-S2-070-P1-950	Finish Activities Ready to Switch to Phase 2	3	16-May-25	20-May-25
Phase 2 - Williams to West Vine Alley - Block 070 - Segment 2		35	07-Aug-25	25-Sep-25
C-S2-070-P2-110	Removals - Asphalt Mat Sidewalk Concrete Paving Etc	2	11-Aug-25	12-Aug-25
C-S2-070-P2-410	Install Electric (Wiring for Street Lights Ped Lights Pedestals Fiber Tie Ins Etc)	5	18-Aug-25	22-Aug-25
C-S2-070-P2-415	Install Elec Finishes - Lights Pedestals etc (No Signals) - 10ea Ped Lights	5	16-Sep-25	22-Sep-25
C-S2-070-P2-510	Grade Ready for C&G Sidewalk and Soil Cells	6	25-Aug-25	02-Sep-25
C-S2-070-P2-600	Relocate Bus Station from Exisiting - High	2	07-Aug-25	08-Aug-25
C-S2-070-P2-810	Patch HMA	2	16-Sep-25	17-Sep-25
C-S2-070-P2-910	Install Irrigation	3	13-Aug-25	15-Aug-25
C-S2-070-P2-920	FPS C&G Sidewalk	5	09-Sep-25	15-Sep-25
C-S2-070-P2-921	Cure Sidewalk	5	16-Sep-25	22-Sep-25
C-S2-070-P2-930	Construct Soil Cells/Planters - 4ea Planters	4	03-Sep-25	08-Sep-25
C-S2-070-P2-950	Finish Activities Ready to Switch to Phase 3	3	23-Sep-25	25-Sep-25
Phase 3 - Williams to West Vine Alley - Block 070 - Segment 2		11	12-Feb-26	02-Mar-26
C-S2-070-P3-110	Removals - Curb	2	12-Feb-26	13-Feb-26
C-S2-070-P3-130	Removals - Streetcar Tracks	2	12-Feb-26	13-Feb-26
C-S2-070-P3-510	Grade Ready for C&G Medians	2	17-Feb-26	18-Feb-26
C-S2-070-P3-810	Patch HMA	2	24-Feb-26	26-Feb-26
C-S2-070-P3-920	FPS C&G Medians	3	19-Feb-26	23-Feb-26
C-S2-070-P3-950	Finish Activities Ready to Switch to Phase 4	2	27-Feb-26	02-Mar-26
Phase 4 - Williams to West Vine Alley - Block 070 - Segment 2		9	06-Apr-26	17-Apr-26
C-S2-070-P4-420	Run Electrical Fiber	2	08-Apr-26	09-Apr-26
C-S2-070-P4-800	Mill & Overlay	2	06-Apr-26	07-Apr-26
C-S2-070-P4-820	Install Signals	4	08-Apr-26	13-Apr-26
C-S2-070-P4-830	Install Permanent Signs	3	08-Apr-26	10-Apr-26
C-S2-070-P4-840	Install Permanent Striping	4	09-Apr-26	14-Apr-26



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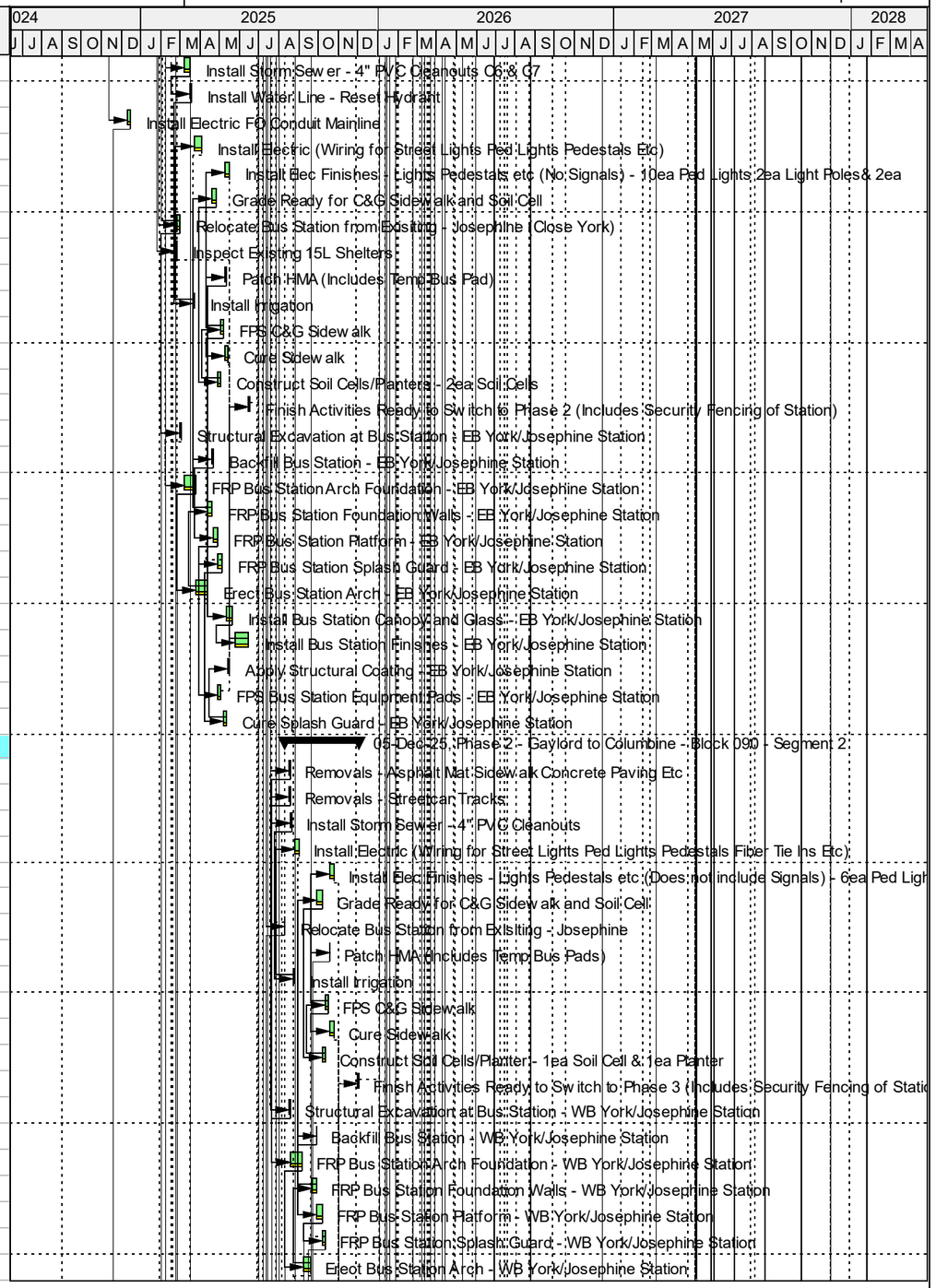
Activity ID	Activity Name	Original Duration	Start	Finish
C-S2-070-P4-850	Finish for Substantial Completion	2	16-Apr-26	17-Apr-26
C-S2-070-P4-915	Install Trees (20ea)	4	06-Apr-26	09-Apr-26
Block 080 - West Vine Alley to Gaylord		306	09-Dec-24	20-Apr-26
Phase 1 - West Vine Alley to Gaylord - Block 080 - Segment 2		84	09-Dec-24	29-Apr-25
C-S2-080-P1-110	Removals - Asphalt Mat Sidew alk Concrete Paving Etc	2	04-Mar-25	05-Mar-25
C-S2-080-P1-310	Install Storm Sew er - C3 & C4	4	06-Mar-25	11-Mar-25
C-S2-080-P1-330	Install Water Line - Reset Hydrant	2	13-Mar-25	14-Mar-25
C-S2-080-P1-405	Install Electric FO Conduit Mainline	3	09-Dec-24	12-Dec-24
C-S2-080-P1-410	Install Electric (Wiring for Street Lights Ped Lights Pedestals Etc)	3	20-Mar-25	24-Mar-25
C-S2-080-P1-415	Install Elec Finishes - Lights Pedestals etc (No Signals) - 5ea Ped Lights 2ea Light Poles & 1ea	4	18-Apr-25	23-Apr-25
C-S2-080-P1-510	Grade Ready for C&G Sidew alk and Soil Cell	6	25-Mar-25	03-Apr-25
C-S2-080-P1-810	Patch HMA	2	18-Apr-25	21-Apr-25
C-S2-080-P1-910	Install Irrigation	3	17-Mar-25	19-Mar-25
C-S2-080-P1-920	FPS C&G Sidew alk	3	14-Apr-25	17-Apr-25
C-S2-080-P1-921	Cure Sidew alk	5	18-Apr-25	24-Apr-25
C-S2-080-P1-930	Construct Soil Cells/Planters - 3ea Soil Cells	6	04-Apr-25	11-Apr-25
C-S2-080-P1-950	Finish Activities Ready to Sw itch to Phase 2	3	25-Apr-25	29-Apr-25
Phase 2 - West Vine Alley to Gaylord - Block 080 - Segment 2		30	13-Aug-25	24-Sep-25
C-S2-080-P2-110	Removals - Asphalt Mat Sidew alk Concrete Paving Etc	3	13-Aug-25	15-Aug-25
C-S2-080-P2-410	Install Electric (Wiring for Street Lights Ped Lights Pedestals Fiber Tie Ins Etc)	3	21-Aug-25	25-Aug-25
C-S2-080-P2-415	Install Elec Finishes - Lights Pedestals etc (Does not include Signals) - 6ea Ped Lights	3	15-Sep-25	17-Sep-25
C-S2-080-P2-510	Grade Ready for C&G Sidew alk and Soil Cell	6	26-Aug-25	03-Sep-25
C-S2-080-P2-810	Patch HMA	2	15-Sep-25	16-Sep-25
C-S2-080-P2-910	Install Irrigation	3	18-Aug-25	20-Aug-25
C-S2-080-P2-920	FPS C&G Sidew alk	4	09-Sep-25	12-Sep-25
C-S2-080-P2-921	Cure Sidew alk	5	15-Sep-25	19-Sep-25
C-S2-080-P2-930	Construct Soil Cells/Planters - 2ea Planters	3	04-Sep-25	08-Sep-25
C-S2-080-P2-950	Finish Activities Ready to Sw itch to Phase 3	3	22-Sep-25	24-Sep-25
Phase 3 - West Vine Alley to Gaylord - Block 080 - Segment 2		15	17-Feb-26	10-Mar-26
C-S2-080-P3-110	Removals - Asphalt Mat Sidew alk Concrete Paving Etc	2	17-Feb-26	18-Feb-26
C-S2-080-P3-130	Removals - Streetcar Tracks	2	17-Feb-26	18-Feb-26
C-S2-080-P3-510	Grade Ready for C&G Median	2	23-Feb-26	24-Feb-26
C-S2-080-P3-810	Patch HMA	2	03-Mar-26	06-Mar-26
C-S2-080-P3-910	Install Irrigation	2	19-Feb-26	20-Feb-26
C-S2-080-P3-920	FPS C&G & Median	3	26-Feb-26	02-Mar-26
C-S2-080-P3-950	Finish Activities Ready to Sw itch to Phase 4	2	09-Mar-26	10-Mar-26
Phase 4 - West Vine Alley to Gaylord - Block 080 - Segment 2		7	09-Apr-26	20-Apr-26
C-S2-080-P4-420	Run Electrical Fiber	2	13-Apr-26	14-Apr-26
C-S2-080-P4-800	Mill & Overlay	2	09-Apr-26	10-Apr-26
C-S2-080-P4-820	Install Signals	2	13-Apr-26	14-Apr-26
C-S2-080-P4-830	Install Permanent Signs	2	13-Apr-26	14-Apr-26
C-S2-080-P4-840	Install Permanent Striping	3	13-Apr-26	16-Apr-26
C-S2-080-P4-850	Finish for Substantial Completion	2	17-Apr-26	20-Apr-26
C-S2-080-P4-915	Install Trees (7ea)	2	10-Apr-26	13-Apr-26
Block 090 - Gaylord to Columbine		330	13-Dec-24	01-Jun-26
Phase 1 - Gaylord to Columbine - Block 090 - Segment 2		115	13-Dec-24	19-Jun-25
C-S2-090-P1-110	Removals - Asphalt Mat Sidew alk Concrete Paving Etc	3	06-Mar-25	10-Mar-25
C-S2-090-P1-130	Removals - Streetcar Tracks	3	04-Mar-25	06-Mar-25



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Activity ID	Activity Name	Original Duration	Start	Finish
C-S2-090-P1-310	Install Storm Sewer - 4" PVC Cleanouts C6 & C7	6	11-Mar-25	19-Mar-25
C-S2-090-P1-330	Install Water Line - Reset Hydrant	2	20-Mar-25	21-Mar-25
C-S2-090-P1-405	Install Electric FO Conduit Mainline	3	13-Dec-24	17-Dec-24
C-S2-090-P1-410	Install Electric (Wiring for Street Lights Ped Lights Pedestals Etc)	6	27-Mar-25	07-Apr-25
C-S2-090-P1-415	Install Elec Finishes - Lights Pedestals etc (No Signals) - 10ea Ped Lights 2ea Light Poles& 2ea	6	12-May-25	19-May-25
C-S2-090-P1-510	Grade Ready for C&G Sidewalk and Soil Cell	5	23-Apr-25	29-Apr-25
C-S2-090-P1-600	Relocate Bus Station from Exisiting - Josephine (Close York)	2	28-Feb-25	03-Mar-25
C-S2-090-P1-685	Inspect Existing 15L Shelters	2	25-Feb-25	27-Feb-25
C-S2-090-P1-810	Patch HMA (Includes Temp Bus Pad)	2	12-May-25	13-May-25
C-S2-090-P1-910	Install Irrigation	3	24-Mar-25	26-Mar-25
C-S2-090-P1-920	FPS C&G Sidewalk	3	06-May-25	09-May-25
C-S2-090-P1-921	Cure Sidewalk	5	12-May-25	16-May-25
C-S2-090-P1-930	Construct Soil Cells/Planters - 2ea Soil Cells	3	01-May-25	05-May-25
C-S2-090-P1-950	Finish Activities Ready to Switch to Phase 2 (Includes Security Fencing of Station)	3	17-Jun-25	19-Jun-25
C-S2-090-P1-B07-500	Structural Excavation at Bus Station - EB York/Josephine Station	3	04-Mar-25	06-Mar-25
C-S2-090-P1-B07-505	Backfill Bus Station - EB York/Josephine Station	1	23-Apr-25	23-Apr-25
C-S2-090-P1-B07-601	FRP Bus Station Arch Foundation - EB York/Josephine Station	12	11-Mar-25	27-Mar-25
C-S2-090-P1-B07-605	FRP Bus Station Foundation Walls - EB York/Josephine Station	5	15-Apr-25	22-Apr-25
C-S2-090-P1-B07-610	FRP Bus Station Platform - EB York/Josephine Station	5	24-Apr-25	01-May-25
C-S2-090-P1-B07-615	FRP Bus Station Splash Guard - EB York/Josephine Station	4	02-May-25	08-May-25
C-S2-090-P1-B07-620	Erect Bus Station Arch - EB York/Josephine Station	10	28-Mar-25	14-Apr-25
C-S2-090-P1-B07-623	Install Bus Station Canopy and Glass - EB York/Josephine Station	8	14-May-25	23-May-25
C-S2-090-P1-B07-625	Install Bus Station Finishes - EB York/Josephine Station	15	27-May-25	16-Jun-25
C-S2-090-P1-B07-640	Apply Structural Coating - EB York/Josephine Station	2	16-May-25	19-May-25
C-S2-090-P1-B07-655	FPS Bus Station Equipment Pads - EB York/Josephine Station	3	02-May-25	06-May-25
C-S2-090-P1-B07-924	Cure Splash Guard - EB York/Josephine Station	5	09-May-25	15-May-25
Phase 2 - Gaylord to Columbine - Block 090 - Segment 2		75	11-Aug-25	05-Dec-25
C-S2-090-P2-110	Removals - Asphalt Mat Sidewalk Concrete Paving Etc	3	18-Aug-25	20-Aug-25
C-S2-090-P2-130	Removals - Streetcar Tracks	3	18-Aug-25	20-Aug-25
C-S2-090-P2-310	Install Storm Sewer - 4" PVC Cleanouts	2	21-Aug-25	22-Aug-25
C-S2-090-P2-410	Install Electric (Wiring for Street Lights Ped Lights Pedestals Fiber Tie Ins Etc)	5	28-Aug-25	04-Sep-25
C-S2-090-P2-415	Install Elec Finishes - Lights Pedestals etc (Does not include Signals) - 6ea Ped Lights	5	20-Oct-25	27-Oct-25
C-S2-090-P2-510	Grade Ready for C&G Sidewalk and Soil Cell	6	30-Sep-25	08-Oct-25
C-S2-090-P2-600	Relocate Bus Station from Exisiting - Josephine	2	11-Aug-25	12-Aug-25
C-S2-090-P2-810	Patch HMA (Includes Temp Bus Pads)	2	20-Oct-25	21-Oct-25
C-S2-090-P2-910	Install Irrigation	3	25-Aug-25	27-Aug-25
C-S2-090-P2-920	FPS C&G Sidewalk	3	14-Oct-25	17-Oct-25
C-S2-090-P2-921	Cure Sidewalk	5	20-Oct-25	27-Oct-25
C-S2-090-P2-930	Construct Soil Cells/Planter - 1ea Soil Cell & 1ea Planter	3	09-Oct-25	13-Oct-25
C-S2-090-P2-950	Finish Activities Ready to Switch to Phase 3 (Includes Security Fencing of Station)	3	02-Dec-25	05-Dec-25
C-S2-090-P2-B08-500	Structural Excavation at Bus Station - WB York/Josephine Station	3	18-Aug-25	20-Aug-25
C-S2-090-P2-B08-505	Backfill Bus Station - WB York/Josephine Station	1	30-Sep-25	30-Sep-25
C-S2-090-P2-B08-601	FRP Bus Station Arch Foundation - WB York/Josephine Station	12	21-Aug-25	08-Sep-25
C-S2-090-P2-B08-605	FRP Bus Station Foundation Walls - WB York/Josephine Station	5	23-Sep-25	29-Sep-25
C-S2-090-P2-B08-610	FRP Bus Station Platform - WB York/Josephine Station	5	01-Oct-25	08-Oct-25
C-S2-090-P2-B08-615	FRP Bus Station Splash Guard - WB York/Josephine Station	4	09-Oct-25	14-Oct-25
C-S2-090-P2-B08-620	Erect Bus Station Arch - WB York/Josephine Station	10	09-Sep-25	22-Sep-25



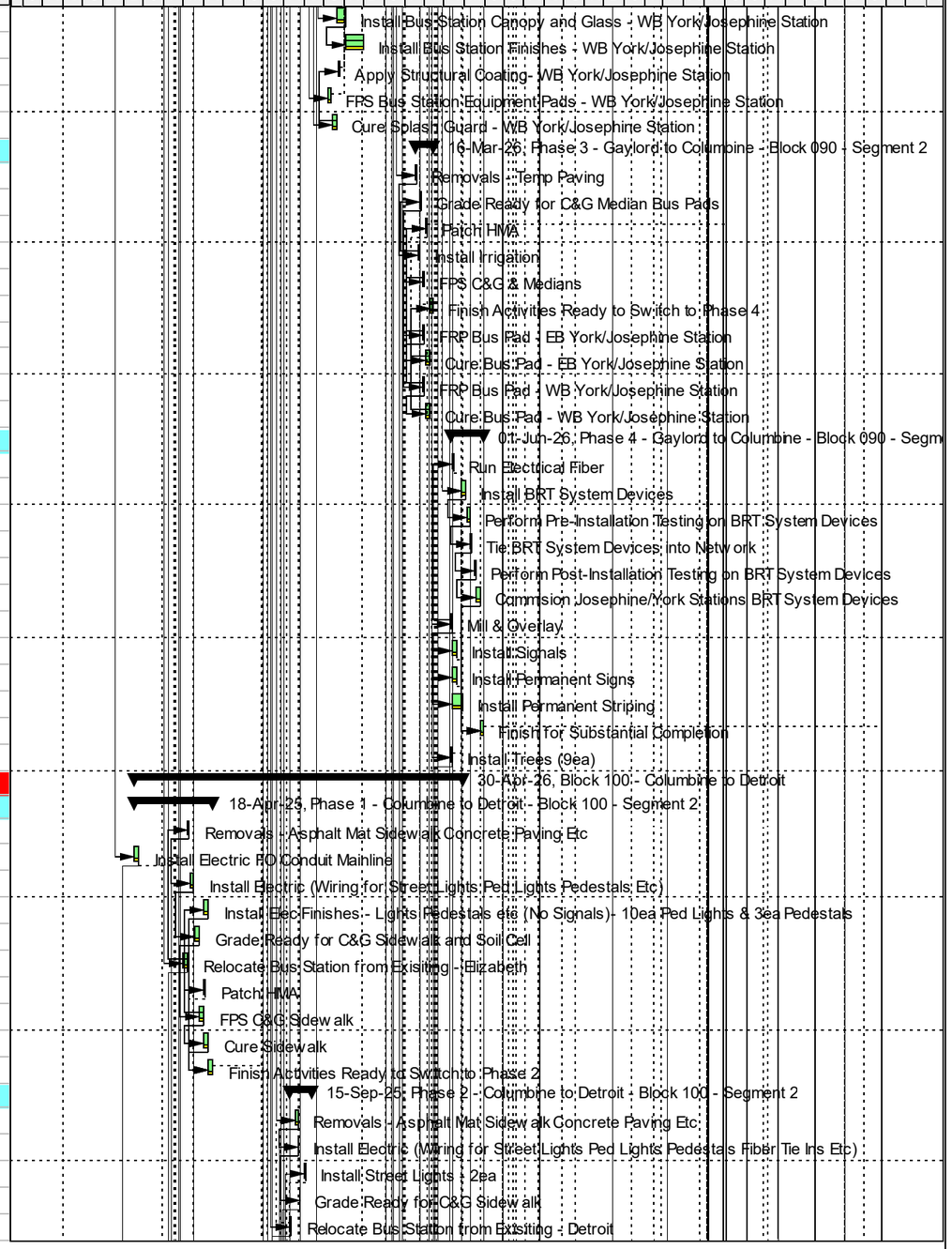
Primary Baseline | Remaining Work | Milestone
Actual Work | Critical Remaining Work | Summary

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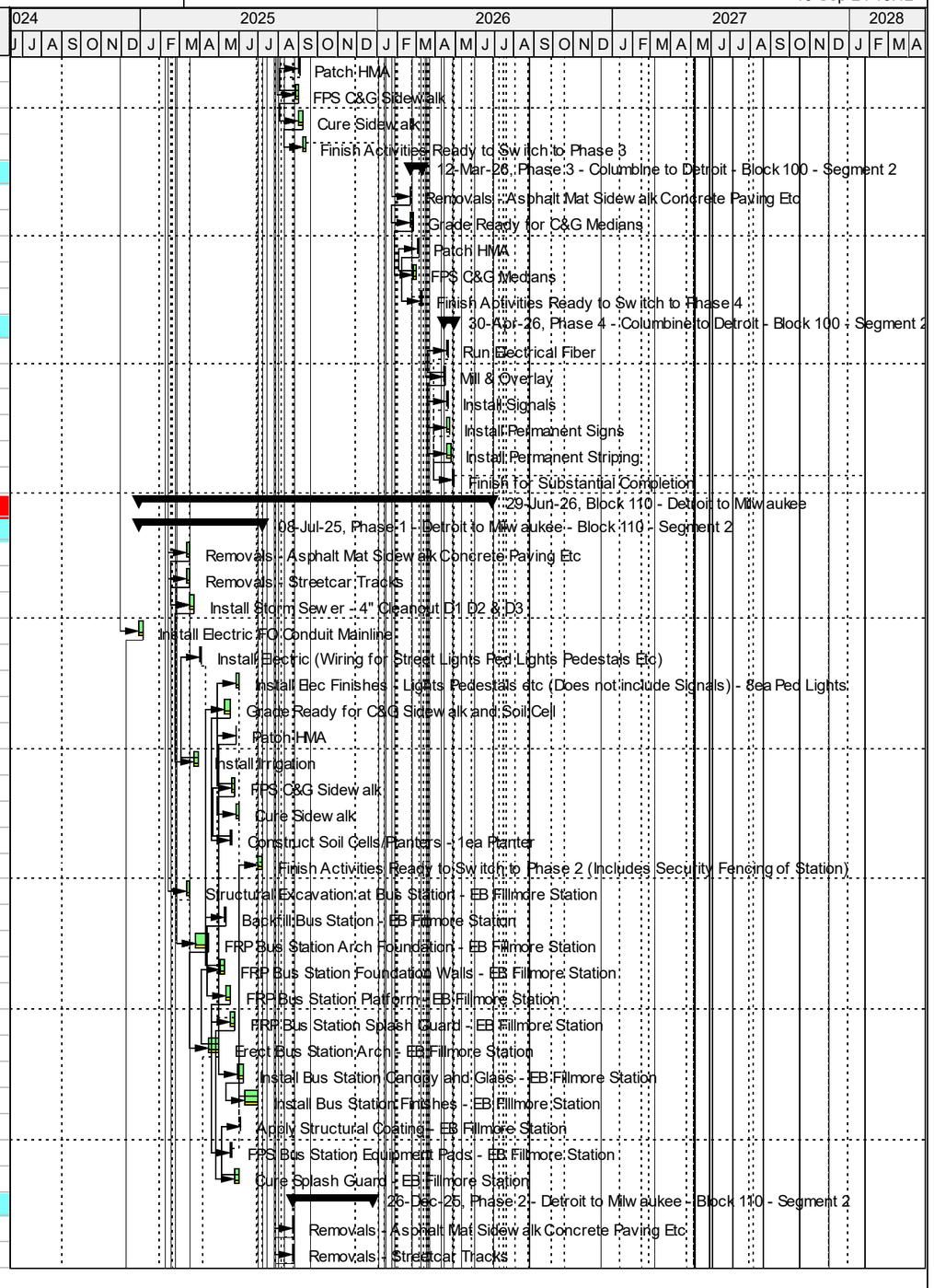
Activity ID	Activity Name	Original Duration	Start	Finish
C-S2-090-P2-B08-623	Install Bus Station Canopy and Glass - WB York/Josephine Station	8	23-Oct-25	04-Nov-25
C-S2-090-P2-B08-625	Install Bus Station Finishes - WB York/Josephine Station	15	05-Nov-25	01-Dec-25
C-S2-090-P2-B08-640	Apply Structural Coating- WB York/Josephine Station	2	24-Oct-25	27-Oct-25
C-S2-090-P2-B08-655	FPS Bus Station Equipment Pads - WB York/Josephine Station	3	09-Oct-25	13-Oct-25
C-S2-090-P2-B08-924	Cure Splash Guard - WB York/Josephine Station	5	16-Oct-25	23-Oct-25
Phase 3 - Gaylord to Columbine - Block 090 - Segment 2		16	19-Feb-26	16-Mar-26
C-S2-090-P3-110	Removals - Temp Paving	2	19-Feb-26	20-Feb-26
C-S2-090-P3-510	Grade Ready for C&G Median Bus Pads	2	26-Feb-26	27-Feb-26
C-S2-090-P3-810	Patch HMA	2	06-Mar-26	09-Mar-26
C-S2-090-P3-910	Install Irrigation	2	23-Feb-26	24-Feb-26
C-S2-090-P3-920	FPS C&G & Medians	3	02-Mar-26	04-Mar-26
C-S2-090-P3-950	Finish Activities Ready to Switch to Phase 4	2	13-Mar-26	16-Mar-26
C-S2-090-P3-B07-603	FRP Bus Pad - EB York/Josephine Station	3	02-Mar-26	04-Mar-26
C-S2-090-P3-B07-922	Cure Bus Pad - EB York/Josephine Station	5	05-Mar-26	12-Mar-26
C-S2-090-P3-B08-603	FRP Bus Pad - WB York/Josephine Station	3	02-Mar-26	04-Mar-26
C-S2-090-P3-B08-922	Cure Bus Pad - WB York/Josephine Station	5	05-Mar-26	12-Mar-26
Phase 4 - Gaylord to Columbine - Block 090 - Segment 2		32	13-Apr-26	01-Jun-26
C-S2-090-P4-420	Run Electrical Fiber	2	16-Apr-26	17-Apr-26
C-S2-090-P4-660	Install BRT System Devices	5	28-Apr-26	05-May-26
C-S2-090-P4-665	Perform Pre-Installation Testing on BRT System Devices	3	07-May-26	11-May-26
C-S2-090-P4-670	Tie BRT System Devices into Network	4	12-May-26	15-May-26
C-S2-090-P4-675	Perform Post-Installation Testing on BRT System Devices	3	18-May-26	20-May-26
C-S2-090-P4-680	Commision Josephine/York Stations BRT System Devices	5	21-May-26	28-May-26
C-S2-090-P4-800	Mill & Overlay	2	13-Apr-26	14-Apr-26
C-S2-090-P4-820	Install Signals	4	16-Apr-26	21-Apr-26
C-S2-090-P4-830	Install Permanent Signs	5	16-Apr-26	22-Apr-26
C-S2-090-P4-840	Install Permanent Striping	10	16-Apr-26	01-May-26
C-S2-090-P4-850	Finish for Substantial Completion	2	29-May-26	01-Jun-26
C-S2-090-P4-915	Install Trees (9ea)	2	14-Apr-26	16-Apr-26
Block 100 - Columbine to Detroit		307	19-Dec-24	30-Apr-26
Phase 1 - Columbine to Detroit - Block 100 - Segment 2		71	19-Dec-24	18-Apr-25
C-S2-100-P1-110	Removals - Asphalt Mat Sidewalk Concrete Paving Etc	2	11-Mar-25	13-Mar-25
C-S2-100-P1-405	Install Electric FO Conduit Mainline	5	19-Dec-24	27-Dec-24
C-S2-100-P1-410	Install Electric (Wiring for Street Lights Ped Lights Pedestals Etc)	5	14-Mar-25	20-Mar-25
C-S2-100-P1-415	Install Elec Finishes - Lights Pedestals etc (No Signals)- 10ea Ped Lights & 3ea Pedestals	5	04-Apr-25	10-Apr-25
C-S2-100-P1-510	Grade Ready for C&G Sidewalk and Soil Cell	5	21-Mar-25	27-Mar-25
C-S2-100-P1-600	Relocate Bus Station from Exisiting - Elizabeth	5	04-Mar-25	10-Mar-25
C-S2-100-P1-810	Patch HMA	2	04-Apr-25	07-Apr-25
C-S2-100-P1-920	FPS C&G Sidewalk	3	28-Mar-25	03-Apr-25
C-S2-100-P1-921	Cure Sidewalk	5	04-Apr-25	10-Apr-25
C-S2-100-P1-950	Finish Activities Ready to Switch to Phase 2	5	11-Apr-25	18-Apr-25
Phase 2 - Columbine to Detroit - Block 100 - Segment 2		23	13-Aug-25	15-Sep-25
C-S2-100-P2-110	Removals - Asphalt Mat Sidewalk Concrete Paving Etc	3	21-Aug-25	25-Aug-25
C-S2-100-P2-410	Install Electric (Wiring for Street Lights Ped Lights Pedestals Fiber Tie Ins Etc)	1	26-Aug-25	26-Aug-25
C-S2-100-P2-415	Install Street Lights - 2ea	2	04-Sep-25	05-Sep-25
C-S2-100-P2-510	Grade Ready for C&G Sidewalk	2	27-Aug-25	28-Aug-25
C-S2-100-P2-600	Relocate Bus Station from Exisiting - Detroit	2	13-Aug-25	14-Aug-25



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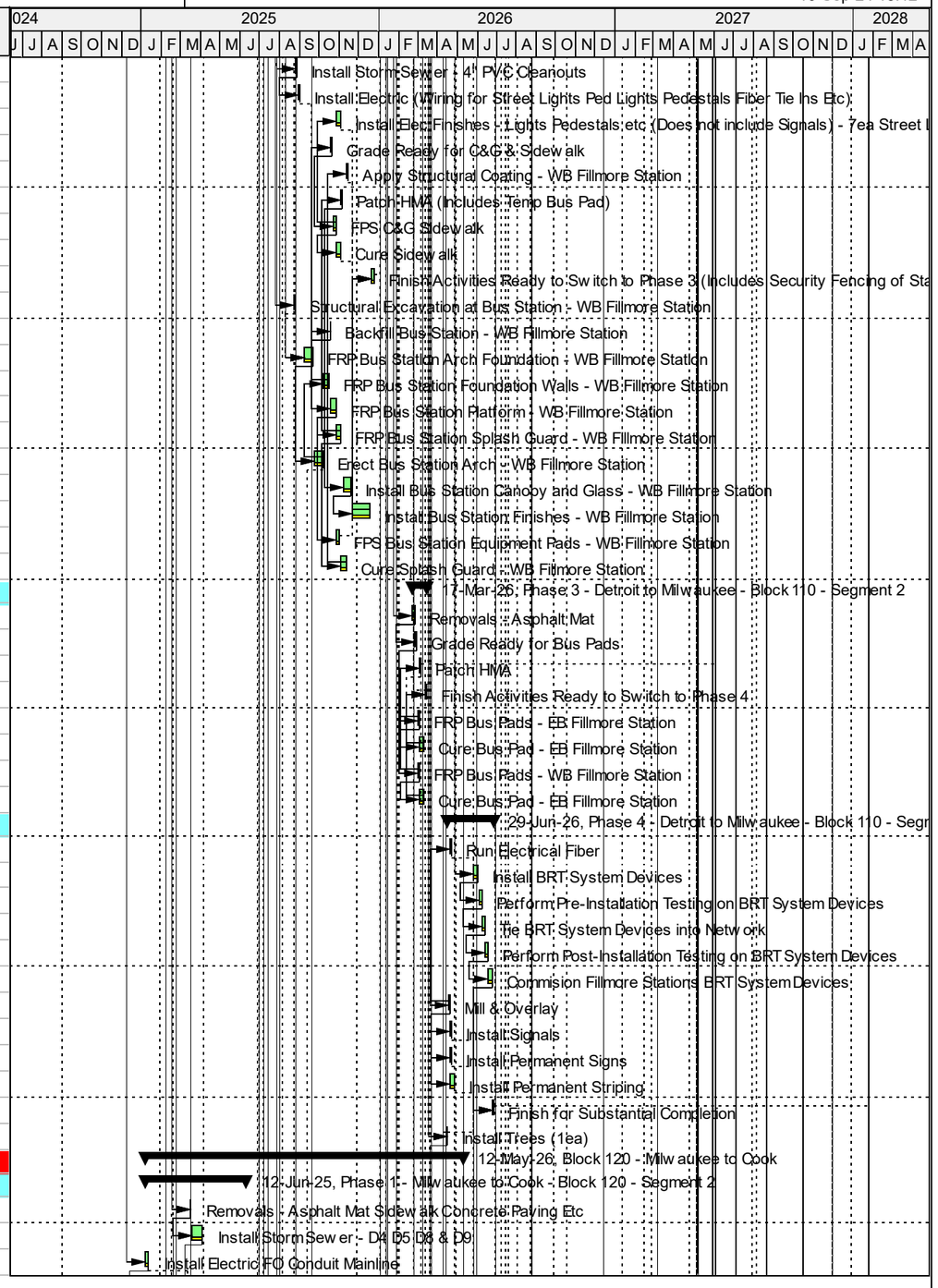
Activity ID	Activity Name	Original Duration	Start	Finish
C-S2-100-P2-810	Patch HMA	2	04-Sep-25	05-Sep-25
C-S2-100-P2-920	FPS C&G Sidewalk	3	29-Aug-25	03-Sep-25
C-S2-100-P2-921	Cure Sidewalk	5	04-Sep-25	10-Sep-25
C-S2-100-P2-950	Finish Activities Ready to Switch to Phase 3	3	11-Sep-25	15-Sep-25
Phase 3 - Columbine to Detroit - Block 100 - Segment 2		12	23-Feb-26	12-Mar-26
C-S2-100-P3-110	Removals - Asphalt Mat Sidewalk Concrete Paving Etc	1	23-Feb-26	23-Feb-26
C-S2-100-P3-510	Grade Ready for C&G Medians	2	24-Feb-26	26-Feb-26
C-S2-100-P3-810	Patch HMA	2	06-Mar-26	09-Mar-26
C-S2-100-P3-920	FPS C&G Medians	3	27-Feb-26	03-Mar-26
C-S2-100-P3-950	Finish Activities Ready to Switch to Phase 4	2	10-Mar-26	12-Mar-26
Phase 4 - Columbine to Detroit - Block 100 - Segment 2		10	16-Apr-26	30-Apr-26
C-S2-100-P4-420	Run Electrical Fiber	2	20-Apr-26	21-Apr-26
C-S2-100-P4-800	Mill & Overlay	2	16-Apr-26	17-Apr-26
C-S2-100-P4-820	Install Signals	2	20-Apr-26	21-Apr-26
C-S2-100-P4-830	Install Permanent Signs	5	20-Apr-26	24-Apr-26
C-S2-100-P4-840	Install Permanent Striping	5	20-Apr-26	27-Apr-26
C-S2-100-P4-850	Finish for Substantial Completion	2	28-Apr-26	30-Apr-26
Block 110 - Detroit to Milwaukee		342	30-Dec-24	29-Jun-26
Phase 1 - Detroit to Milwaukee - Block 110 - Segment 2		119	30-Dec-24	08-Jul-25
C-S2-110-P1-110	Removals - Asphalt Mat Sidewalk Concrete Paving Etc	3	14-Mar-25	18-Mar-25
C-S2-110-P1-130	Removals - Streetcar Tracks	3	14-Mar-25	18-Mar-25
C-S2-110-P1-310	Install Storm Sewer - 4" Cleanout D1 D2 & D3	6	19-Mar-25	26-Mar-25
C-S2-110-P1-405	Install Electric FO Conduit Mainline	5	30-Dec-24	07-Jan-25
C-S2-110-P1-410	Install Electric (Wiring for Street Lights Ped Lights Pedestals Etc)	3	03-Apr-25	07-Apr-25
C-S2-110-P1-415	Install Elec Finishes - Lights Pedestals etc (Does not include Signals) - 8ea Ped Lights	4	29-May-25	03-Jun-25
C-S2-110-P1-510	Grade Ready for C&G Sidewalk and Soil Cell	6	13-May-25	20-May-25
C-S2-110-P1-810	Patch HMA	2	29-May-25	30-May-25
C-S2-110-P1-910	Install Irrigation	3	27-Mar-25	01-Apr-25
C-S2-110-P1-920	FPS C&G Sidewalk	3	23-May-25	28-May-25
C-S2-110-P1-921	Cure Sidewalk	5	29-May-25	04-Jun-25
C-S2-110-P1-930	Construct Soil Cells/Planters - 1ea Planter	2	21-May-25	22-May-25
C-S2-110-P1-950	Finish Activities Ready to Switch to Phase 2 (Includes Security Fencing of Station)	3	03-Jul-25	08-Jul-25
C-S2-110-P1-B09-500	Structural Excavation at Bus Station - EB Fillmore Station	3	14-Mar-25	18-Mar-25
C-S2-110-P1-B09-505	Backfill Bus Station - EB Fillmore Station	1	13-May-25	13-May-25
C-S2-110-P1-B09-601	FRP Bus Station Arch Foundation - EB Fillmore Station	12	28-Mar-25	17-Apr-25
C-S2-110-P1-B09-605	FRP Bus Station Foundation Walls - EB Fillmore Station	5	05-May-25	12-May-25
C-S2-110-P1-B09-610	FRP Bus Station Platform - EB Fillmore Station	5	14-May-25	20-May-25
C-S2-110-P1-B09-615	FRP Bus Station Splash Guard - EB Fillmore Station	4	21-May-25	27-May-25
C-S2-110-P1-B09-620	Erect Bus Station Arch - EB Fillmore Station	10	18-Apr-25	02-May-25
C-S2-110-P1-B09-623	Install Bus Station Canopy and Glass - EB Fillmore Station	8	02-Jun-25	11-Jun-25
C-S2-110-P1-B09-625	Install Bus Station Finishes - EB Fillmore Station	15	12-Jun-25	02-Jul-25
C-S2-110-P1-B09-640	Apply Structural Coating - EB Fillmore Station	2	05-Jun-25	06-Jun-25
C-S2-110-P1-B09-655	FPS Bus Station Equipment Pads - EB Fillmore Station	3	21-May-25	23-May-25
C-S2-110-P1-B09-924	Cure Splash Guard - EB Fillmore Station	5	28-May-25	03-Jun-25
Phase 2 - Detroit to Milwaukee - Block 110 - Segment 2		75	26-Aug-25	26-Dec-25
C-S2-110-P2-110	Removals - Asphalt Mat Sidewalk Concrete Paving Etc	2	26-Aug-25	27-Aug-25
C-S2-110-P2-130	Removals - Streetcar Tracks	2	26-Aug-25	27-Aug-25



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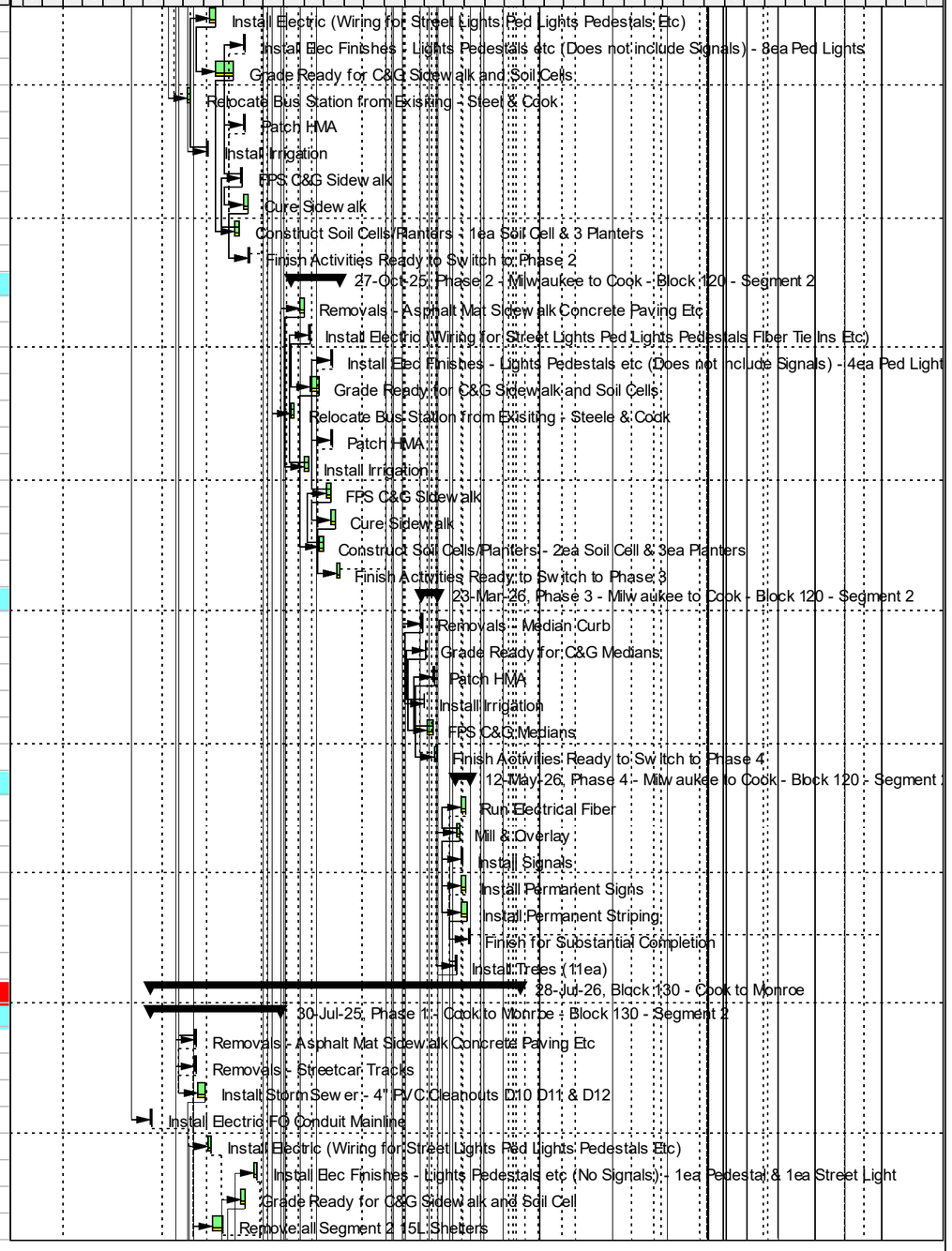
Activity ID	Activity Name	Original Duration	Start	Finish
C-S2-110-P2-310	Install Storm Sew er - 4" PVC Cleanouts	2	28-Aug-25	29-Aug-25
C-S2-110-P2-410	Install Electric (Wiring for Street Lights Ped Lights Pedestals Fiber Tie Ins Etc)	3	02-Sep-25	04-Sep-25
C-S2-110-P2-415	Install Elec Finishes - Lights Pedestals etc (Does not include Signals) - 7ea Street Lights	4	30-Oct-25	04-Nov-25
C-S2-110-P2-510	Grade Ready for C&G & Sidew alk	3	20-Oct-25	23-Oct-25
C-S2-110-P2-640	Apply Structural Coating - WB Fillmore Station	2	14-Nov-25	17-Nov-25
C-S2-110-P2-810	Patch HMA (Includes Temp Bus Pad)	2	06-Nov-25	07-Nov-25
C-S2-110-P2-920	FPS C&G Sidew alk	3	24-Oct-25	28-Oct-25
C-S2-110-P2-921	Cure Sidew alk	5	30-Oct-25	05-Nov-25
C-S2-110-P2-950	Finish Activities Ready to Sw itch to Phase 3 (Includes Security Fencing of Station)	3	22-Dec-25	26-Dec-25
C-S2-110-P2-B10-500	Structural Excavation at Bus Station - WB Fillmore Station	3	26-Aug-25	28-Aug-25
C-S2-110-P2-B10-505	Backfill Bus Station - WB Fillmore Station	1	20-Oct-25	20-Oct-25
C-S2-110-P2-B10-601	FRP Bus Station Arch Foundation - WB Fillmore Station	12	09-Sep-25	24-Sep-25
C-S2-110-P2-B10-605	FRP Bus Station Foundation Walls - WB Fillmore Station	5	10-Oct-25	17-Oct-25
C-S2-110-P2-B10-610	FRP Bus Station Platform - WB Fillmore Station	5	21-Oct-25	28-Oct-25
C-S2-110-P2-B10-615	FRP Bus Station Splash Guard - WB Fillmore Station	4	30-Oct-25	04-Nov-25
C-S2-110-P2-B10-620	Erect Bus Station Arch - WB Fillmore Station	10	25-Sep-25	09-Oct-25
C-S2-110-P2-B10-623	Install Bus Station Canopy and Glass - WB Fillmore Station	8	10-Nov-25	21-Nov-25
C-S2-110-P2-B10-625	Install Bus Station Finishes - WB Fillmore Station	15	24-Nov-25	19-Dec-25
C-S2-110-P2-B10-655	FPS Bus Station Equipment Pads - WB Fillmore Station	3	30-Oct-25	03-Nov-25
C-S2-110-P2-B10-924	Cure Splash Guard - WB Fillmore Station	5	05-Nov-25	13-Nov-25
Phase 3 - Detroit to Milwaukee - Block 110 - Segment 2		14	24-Feb-26	17-Mar-26
C-S2-110-P3-110	Removals - Asphalt Mat	2	24-Feb-26	26-Feb-26
C-S2-110-P3-510	Grade Ready for Bus Pads	2	27-Feb-26	02-Mar-26
C-S2-110-P3-810	Patch HMA	2	06-Mar-26	09-Mar-26
C-S2-110-P3-950	Finish Activities Ready to Sw itch to Phase 4	2	16-Mar-26	17-Mar-26
C-S2-110-P3-B09-603	FRP Bus Pads - EB Fillmore Station	3	03-Mar-26	05-Mar-26
C-S2-110-P3-B09-922	Cure Bus Pad - EB Fillmore Station	5	06-Mar-26	13-Mar-26
C-S2-110-P3-B10-603	FRP Bus Pads - WB Fillmore Station	3	03-Mar-26	05-Mar-26
C-S2-110-P3-B10-922	Cure Bus Pad - EB Fillmore Station	5	06-Mar-26	13-Mar-26
Phase 4 - Detroit to Milwaukee - Block 110 - Segment 2		49	17-Apr-26	29-Jun-26
C-S2-110-P4-420	Run Electrical Fiber	2	22-Apr-26	23-Apr-26
C-S2-110-P4-660	Install BRT System Devices	5	29-May-26	04-Jun-26
C-S2-110-P4-665	Perform Pre-Installation Testing on BRT System Devices	3	05-Jun-26	09-Jun-26
C-S2-110-P4-670	Tie BRT System Devices into Netw ork	4	10-Jun-26	15-Jun-26
C-S2-110-P4-675	Perform Post-Installation Testing on BRT System Devices	3	16-Jun-26	18-Jun-26
C-S2-110-P4-680	Commision Fillmore Stations BRT System Devices	5	19-Jun-26	25-Jun-26
C-S2-110-P4-800	Mill & Overlay	2	20-Apr-26	21-Apr-26
C-S2-110-P4-820	Install Signals	2	22-Apr-26	23-Apr-26
C-S2-110-P4-830	Install Permanent Signs	3	22-Apr-26	24-Apr-26
C-S2-110-P4-840	Install Permanent Striping	4	23-Apr-26	28-Apr-26
C-S2-110-P4-850	Finish for Substantial Completion	2	26-Jun-26	29-Jun-26
C-S2-110-P4-915	Install Trees (1ea)	1	17-Apr-26	17-Apr-26
Block 120 - Milwaukee to Cook		304	09-Jan-25	12-May-26
Phase 1 - Milwaukee to Cook - Block 120 - Segment 2		97	09-Jan-25	12-Jun-25
C-S2-120-P1-110	Removals - Asphalt Mat Sidew alk Concrete Paving Etc	2	19-Mar-25	20-Mar-25
C-S2-120-P1-310	Install Storm Sew er - D4 D5 D8 & D9	10	21-Mar-25	07-Apr-25
C-S2-120-P1-405	Install Electric FO Conduit Mainline	3	09-Jan-25	13-Jan-25



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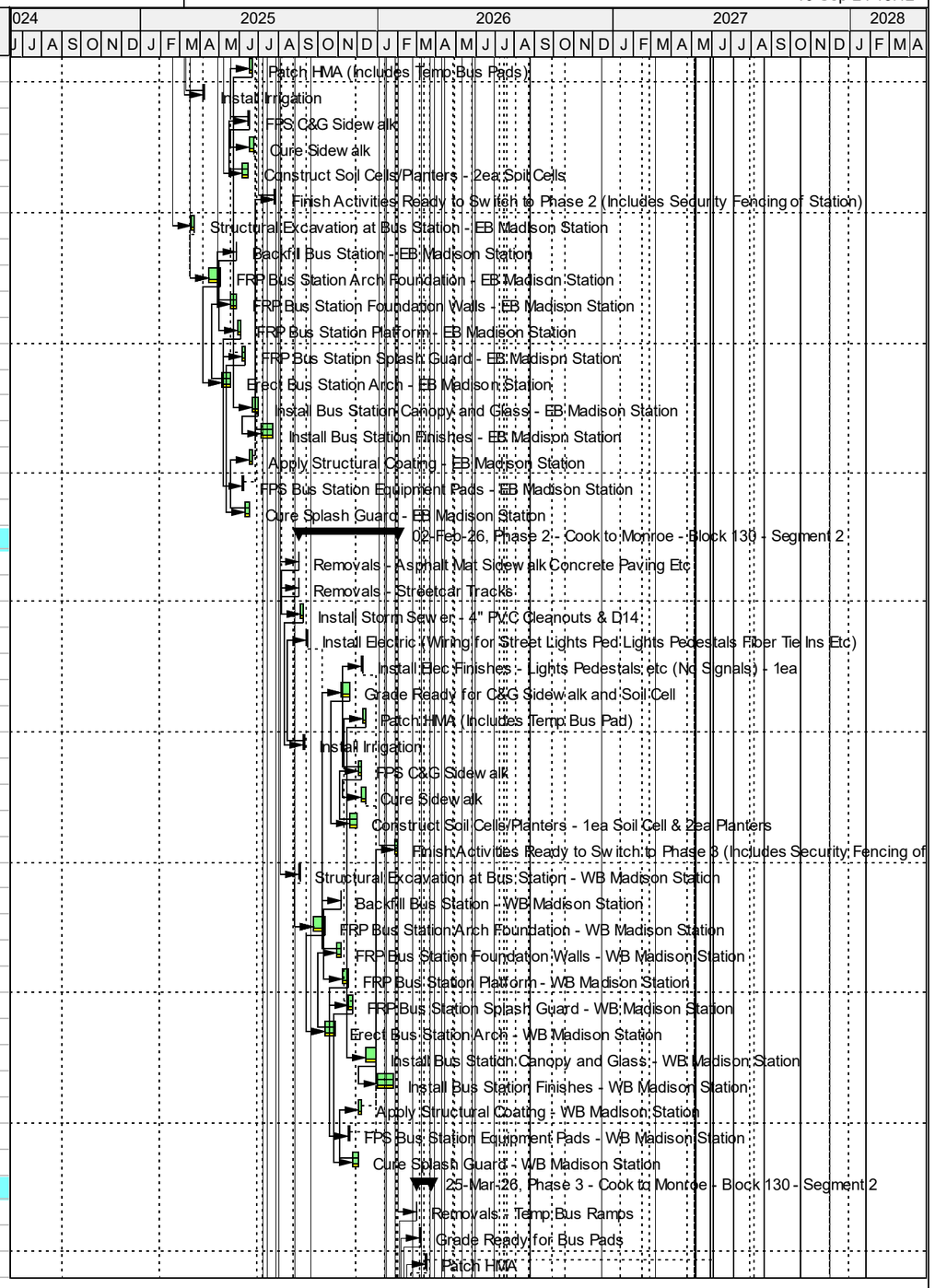
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C-S2-120-P1-410	Install Electric (Wiring for Street Lights Ped Lights Pedestals Etc)	5	14-Apr-25	21-Apr-25
C-S2-120-P1-415	Install Elec Finishes - Lights Pedestals etc (Does not include Signals) - 8ea Ped Lights	4	03-Jun-25	06-Jun-25
C-S2-120-P1-510	Grade Ready for C&G Sidew alk and Soil Cells	18	22-Apr-25	19-May-25
C-S2-120-P1-600	Relocate Bus Station from Exisiting - Steel & Cook	3	11-Mar-25	14-Mar-25
C-S2-120-P1-810	Patch HMA	2	03-Jun-25	05-Jun-25
C-S2-120-P1-910	Install Irrigation	4	08-Apr-25	11-Apr-25
C-S2-120-P1-920	FPS C&G Sidew alk	3	29-May-25	02-Jun-25
C-S2-120-P1-921	Cure Sidew alk	5	03-Jun-25	09-Jun-25
C-S2-120-P1-930	Construct Soil Cells/Planters - 1ea Soil Cell & 3 Planters	6	20-May-25	28-May-25
C-S2-120-P1-950	Finish Activities Ready to Sw itch to Phase 2	3	10-Jun-25	12-Jun-25
Phase 2 - Milwaukee to Cook - Block 120 - Segment 2		48	15-Aug-25	27-Oct-25
C-S2-120-P2-110	Removals - Asphalt Mat Sidew alk Concrete Paving Etc	3	28-Aug-25	02-Sep-25
C-S2-120-P2-410	Install Electric (Wiring for Street Lights Ped Lights Pedestals Fiber Tie Ins Etc)	2	10-Sep-25	11-Sep-25
C-S2-120-P2-415	Install Elec Finishes - Lights Pedestals etc (Does not include Signals) - 4ea Ped Lights	2	14-Oct-25	16-Oct-25
C-S2-120-P2-510	Grade Ready for C&G Sidew alk and Soil Cells	10	12-Sep-25	25-Sep-25
C-S2-120-P2-600	Relocate Bus Station from Exisiting - Steele & Cook	3	15-Aug-25	19-Aug-25
C-S2-120-P2-810	Patch HMA	2	14-Oct-25	16-Oct-25
C-S2-120-P2-910	Install Irrigation	5	03-Sep-25	09-Sep-25
C-S2-120-P2-920	FPS C&G Sidew alk	5	07-Oct-25	13-Oct-25
C-S2-120-P2-921	Cure Sidew alk	5	14-Oct-25	21-Oct-25
C-S2-120-P2-930	Construct Soil Cells/Planters - 2ea Soil Cell & 3ea Planters	6	26-Sep-25	03-Oct-25
C-S2-120-P2-950	Finish Activities Ready to Sw itch to Phase 3	3	23-Oct-25	27-Oct-25
Phase 3 - Milwaukee to Cook - Block 120 - Segment 2		16	27-Feb-26	23-Mar-26
C-S2-120-P3-110	Removals - Median Curb	2	27-Feb-26	02-Mar-26
C-S2-120-P3-510	Grade Ready for C&G Medians	2	05-Mar-26	06-Mar-26
C-S2-120-P3-810	Patch HMA	2	17-Mar-26	19-Mar-26
C-S2-120-P3-910	Install Irrigation	2	03-Mar-26	04-Mar-26
C-S2-120-P3-920	FPS C&G Medians	5	09-Mar-26	16-Mar-26
C-S2-120-P3-950	Finish Activities Ready to Sw itch to Phase 4	2	20-Mar-26	23-Mar-26
Phase 4 - Milwaukee to Cook - Block 120 - Segment 2		15	20-Apr-26	12-May-26
C-S2-120-P4-420	Run Electrical Fiber	5	28-Apr-26	05-May-26
C-S2-120-P4-800	Mill & Overlay	3	23-Apr-26	27-Apr-26
C-S2-120-P4-820	Install Signals	2	28-Apr-26	30-Apr-26
C-S2-120-P4-830	Install Permanent Signs	5	28-Apr-26	05-May-26
C-S2-120-P4-840	Install Permanent Striping	7	28-Apr-26	08-May-26
C-S2-120-P4-850	Finish for Substantial Completion	2	11-May-26	12-May-26
C-S2-120-P4-915	Install Trees (11ea)	3	20-Apr-26	22-Apr-26
Block 130 - Cook to Monroe		354	14-Jan-25	28-Jul-26
Phase 1 - Cook to Monroe - Block 130 - Segment 2		127	14-Jan-25	30-Jul-25
C-S2-130-P1-110	Removals - Asphalt Mat Sidew alk Concrete Paving Etc	2	21-Mar-25	24-Mar-25
C-S2-130-P1-130	Removals - Streetcar Tracks	2	21-Mar-25	24-Mar-25
C-S2-130-P1-310	Install Storm Sew er - 4" PVC Cleanouts D10 D11 & D12	6	27-Mar-25	07-Apr-25
C-S2-130-P1-405	Install Electric FO Conduit Mainline	3	14-Jan-25	16-Jan-25
C-S2-130-P1-410	Install Electric (Wiring for Street Lights Ped Lights Pedestals Etc)	2	11-Apr-25	14-Apr-25
C-S2-130-P1-415	Install Elec Finishes - Lights Pedestals etc (No Signals) - 1ea Pedestal & 1ea Street Light	2	20-Jun-25	23-Jun-25
C-S2-130-P1-510	Grade Ready for C&G Sidew alk and Soil Cell	6	30-May-25	06-Jun-25
C-S2-130-P1-690	Remove all Segment 2 15L Shelters	10	18-Apr-25	02-May-25



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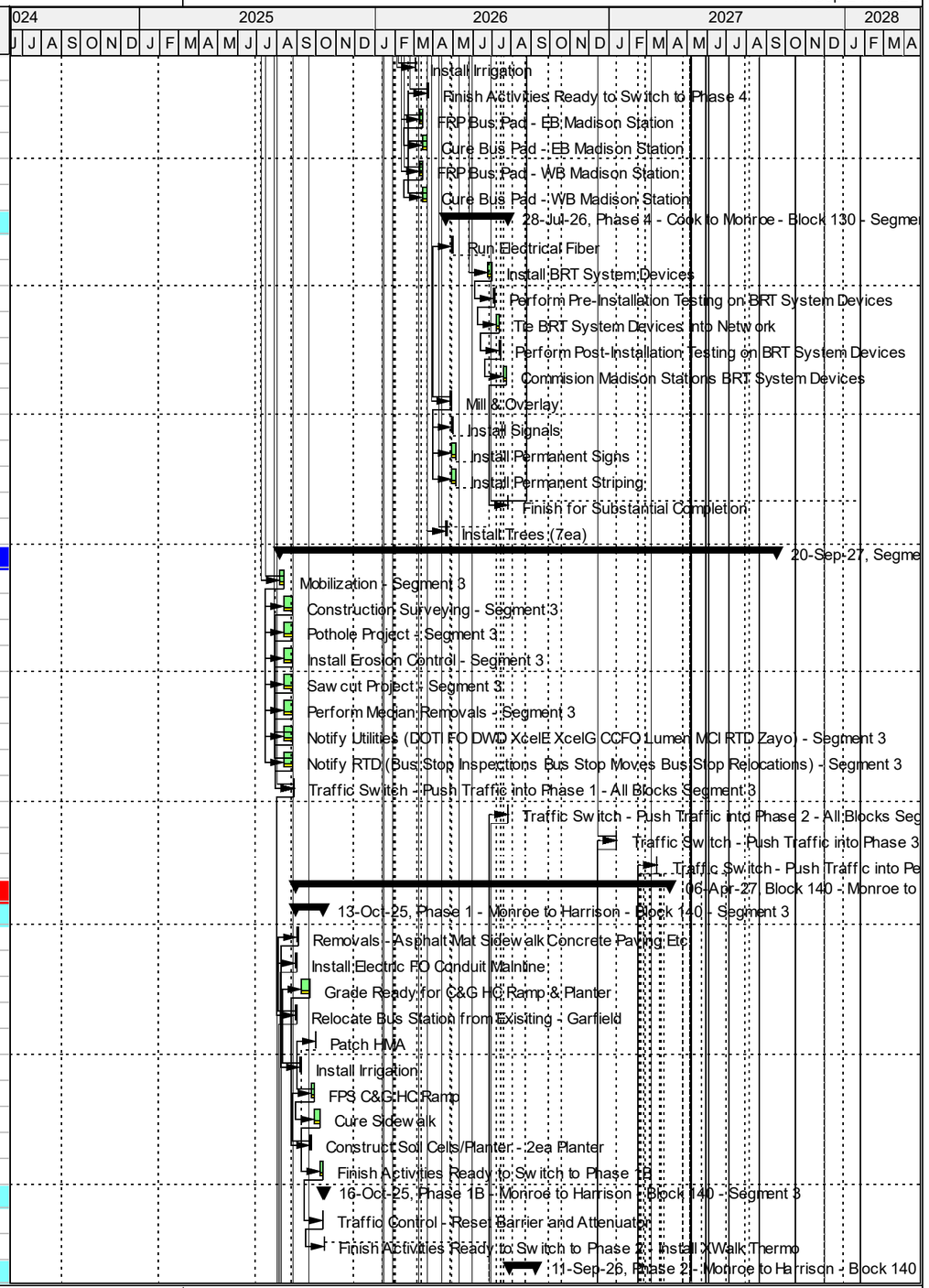
Activity ID	Activity Name	Original Duration	Start	Finish
C-S2-130-P1-810	Patch HMA (Includes Temp Bus Pads)	2	20-Jun-25	23-Jun-25
C-S2-130-P1-910	Install Irrigation	3	08-Apr-25	10-Apr-25
C-S2-130-P1-920	FPS C&G Sidewalk	3	17-Jun-25	19-Jun-25
C-S2-130-P1-921	Cure Sidewalk	5	20-Jun-25	26-Jun-25
C-S2-130-P1-930	Construct Soil Cells/Planters - 2ea Soil Cells	6	09-Jun-25	16-Jun-25
C-S2-130-P1-950	Finish Activities Ready to Switch to Phase 2 (Includes Security Fencing of Station)	3	28-Jul-25	30-Jul-25
C-S2-130-P1-B11-500	Structural Excavation at Bus Station - EB Madison Station	3	21-Mar-25	25-Mar-25
C-S2-130-P1-B11-505	Backfill Bus Station - EB Madison Station	1	30-May-25	30-May-25
C-S2-130-P1-B11-601	FRP Bus Station Arch Foundation - EB Madison Station	12	18-Apr-25	06-May-25
C-S2-130-P1-B11-605	FRP Bus Station Foundation Walls - EB Madison Station	5	22-May-25	29-May-25
C-S2-130-P1-B11-610	FRP Bus Station Platform - EB Madison Station	5	02-Jun-25	06-Jun-25
C-S2-130-P1-B11-615	FRP Bus Station Splash Guard - EB Madison Station	4	09-Jun-25	12-Jun-25
C-S2-130-P1-B11-620	Erect Bus Station Arch - EB Madison Station	10	08-May-25	21-May-25
C-S2-130-P1-B11-623	Install Bus Station Canopy and Glass - EB Madison Station	8	24-Jun-25	03-Jul-25
C-S2-130-P1-B11-625	Install Bus Station Finishes - EB Madison Station	15	07-Jul-25	25-Jul-25
C-S2-130-P1-B11-640	Apply Structural Coating - EB Madison Station	2	20-Jun-25	23-Jun-25
C-S2-130-P1-B11-655	FPS Bus Station Equipment Pads - EB Madison Station	3	09-Jun-25	11-Jun-25
C-S2-130-P1-B11-924	Cure Splash Guard - EB Madison Station	5	13-Jun-25	19-Jun-25
Phase 2 - Cook to Monroe - Block 130 - Segment 2		90	03-Sep-25	02-Feb-26
C-S2-130-P2-110	Removals - Asphalt Mat Sidewalk Concrete Paving Etc	2	03-Sep-25	04-Sep-25
C-S2-130-P2-130	Removals - Streetcar Tracks	2	03-Sep-25	04-Sep-25
C-S2-130-P2-310	Install Storm Sewer - 4" PVC Cleanouts & D14	3	05-Sep-25	09-Sep-25
C-S2-130-P2-410	Install Electric (Wiring for Street Lights Ped Lights Pedestals Fiber Tie Ins Etc)	2	15-Sep-25	16-Sep-25
C-S2-130-P2-415	Install Elec Finishes - Lights Pedestals etc (No Signals) - 1ea	2	09-Dec-25	11-Dec-25
C-S2-130-P2-510	Grade Ready for C&G Sidewalk and Soil Cell	8	07-Nov-25	20-Nov-25
C-S2-130-P2-810	Patch HMA (Includes Temp Bus Pad)	2	12-Dec-25	15-Dec-25
C-S2-130-P2-910	Install Irrigation	3	10-Sep-25	12-Sep-25
C-S2-130-P2-920	FPS C&G Sidewalk	3	04-Dec-25	08-Dec-25
C-S2-130-P2-921	Cure Sidewalk	5	09-Dec-25	16-Dec-25
C-S2-130-P2-930	Construct Soil Cells/Planters - 1ea Soil Cell & 2ea Planters	6	21-Nov-25	02-Dec-25
C-S2-130-P2-950	Finish Activities Ready to Switch to Phase 3 (Includes Security Fencing of Station)	3	29-Jan-26	02-Feb-26
C-S2-130-P2-B12-500	Structural Excavation at Bus Station - WB Madison Station	3	03-Sep-25	05-Sep-25
C-S2-130-P2-B12-505	Backfill Bus Station - WB Madison Station	1	07-Nov-25	07-Nov-25
C-S2-130-P2-B12-601	FRP Bus Station Arch Foundation - WB Madison Station	12	25-Sep-25	13-Oct-25
C-S2-130-P2-B12-605	FRP Bus Station Foundation Walls - WB Madison Station	5	31-Oct-25	06-Nov-25
C-S2-130-P2-B12-610	FRP Bus Station Platform - WB Madison Station	5	10-Nov-25	18-Nov-25
C-S2-130-P2-B12-615	FRP Bus Station Splash Guard - WB Madison Station	4	19-Nov-25	24-Nov-25
C-S2-130-P2-B12-620	Erect Bus Station Arch - WB Madison Station	10	14-Oct-25	30-Oct-25
C-S2-130-P2-B12-623	Install Bus Station Canopy and Glass - WB Madison Station	8	16-Dec-25	30-Dec-25
C-S2-130-P2-B12-625	Install Bus Station Finishes - WB Madison Station	15	02-Jan-26	27-Jan-26
C-S2-130-P2-B12-640	Apply Structural Coating - WB Madison Station	2	05-Dec-25	08-Dec-25
C-S2-130-P2-B12-655	FPS Bus Station Equipment Pads - WB Madison Station	3	19-Nov-25	21-Nov-25
C-S2-130-P2-B12-924	Cure Splash Guard - WB Madison Station	5	25-Nov-25	04-Dec-25
Phase 3 - Cook to Monroe - Block 130 - Segment 2		16	03-Mar-26	25-Mar-26
C-S2-130-P3-110	Removals - Temp Bus Ramps	2	03-Mar-26	04-Mar-26
C-S2-130-P3-510	Grade Ready for Bus Pads	2	09-Mar-26	10-Mar-26
C-S2-130-P3-810	Patch HMA	2	17-Mar-26	19-Mar-26



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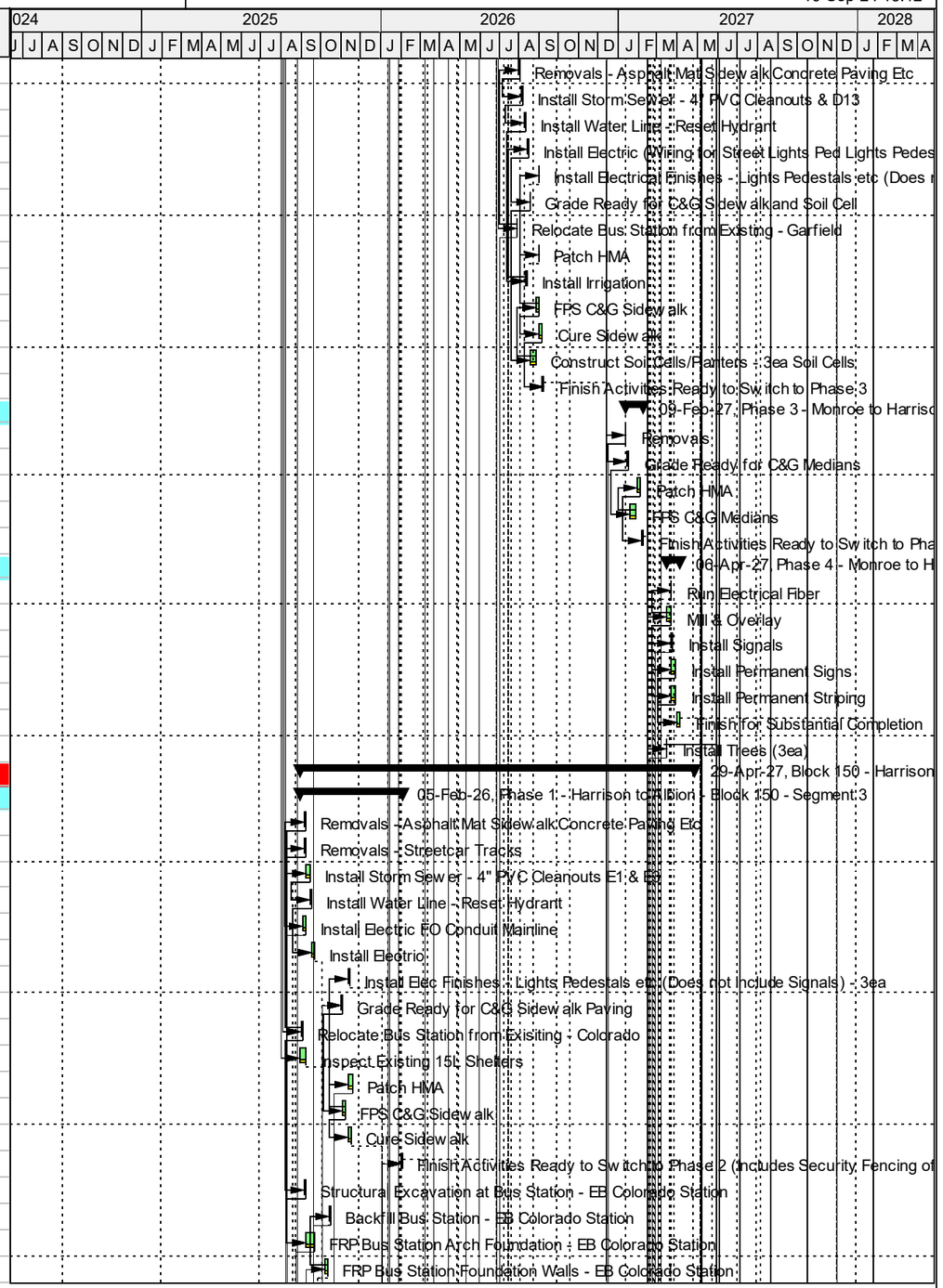
Activity ID	Activity Name	Original Duration	Start	Finish
C-S2-130-P3-910	Install Irrigation	2	05-Mar-26	06-Mar-26
C-S2-130-P3-950	Finish Activities Ready to Switch to Phase 4	2	24-Mar-26	25-Mar-26
C-S2-130-P3-B11-503	FRP Bus Pad - EB Madison Station	3	12-Mar-26	16-Mar-26
C-S2-130-P3-B11-922	Cure Bus Pad - EB Madison Station	5	17-Mar-26	23-Mar-26
C-S2-130-P3-B12-603	FRP Bus Pad - WB Madison Station	3	12-Mar-26	16-Mar-26
C-S2-130-P3-B12-922	Cure Bus Pad - WB Madison Station	5	17-Mar-26	23-Mar-26
Phase 4 - Cook to Monroe - Block 130 - Segment 2		65	23-Apr-26	28-Jul-26
C-S2-130-P4-420	Run Electrical Fiber	2	01-May-26	04-May-26
C-S2-130-P4-660	Install BRT System Devices	5	26-Jun-26	02-Jul-26
C-S2-130-P4-665	Perform Pre-Installation Testing on BRT System Devices	3	06-Jul-26	08-Jul-26
C-S2-130-P4-670	Tie BRT System Devices into Network	4	09-Jul-26	14-Jul-26
C-S2-130-P4-675	Perform Post-Installation Testing on BRT System Devices	3	15-Jul-26	17-Jul-26
C-S2-130-P4-680	Commision Madison Stations BRT System Devices	5	20-Jul-26	24-Jul-26
C-S2-130-P4-800	Mill & Overlay	2	28-Apr-26	30-Apr-26
C-S2-130-P4-820	Install Signals	2	01-May-26	04-May-26
C-S2-130-P4-830	Install Permanent Signs	4	01-May-26	07-May-26
C-S2-130-P4-840	Install Permanent Striping	4	01-May-26	07-May-26
C-S2-130-P4-850	Finish for Substantial Completion	2	27-Jul-26	28-Jul-26
C-S2-130-P4-915	Install Trees (7ea)	2	23-Apr-26	24-Apr-26
Segment 3 - Monroe to Niagra		489	07-Aug-25	20-Sep-27
C-S3-P1-000	Mobilization - Segment 3	5	07-Aug-25	13-Aug-25
C-S3-P1-001	Construction Surveying - Segment 3	11	14-Aug-25	28-Aug-25
C-S3-P1-002	Pothole Project - Segment 3	11	14-Aug-25	28-Aug-25
C-S3-P1-003	Install Erosion Control - Segment 3	11	14-Aug-25	28-Aug-25
C-S3-P1-004	Saw cut Project - Segment 3	11	14-Aug-25	28-Aug-25
C-S3-P1-005	Perform Median Removals - Segment 3	11	14-Aug-25	28-Aug-25
C-S3-P1-006	Notify Utilities (DOT FO DWD XcelE XcelG CCFO Lumen MCI RTD Zayo) - Segment 3	11	14-Aug-25	28-Aug-25
C-S3-P1-007	Notify RTD (Bus Stop Inspections Bus Stop Moves Bus Stop Relocations) - Segment 3	11	14-Aug-25	28-Aug-25
C-S3-P1-010	Traffic Switch - Push Traffic into Phase 1 - All Blocks Segment 3	1	29-Aug-25	29-Aug-25
C-S3-P2-020	Traffic Switch - Push Traffic into Phase 2 - All Blocks Segment 3	1	28-Jul-26	28-Jul-26
C-S3-P3-030	Traffic Switch - Push Traffic into Phase 3 - All Blocks Segment 3	1	13-Jan-27	13-Jan-27
C-S3-P4-040	Traffic Switch - Push Traffic into Perm. Alignment - All Blocks Segment 3	1	17-Mar-27	17-Mar-27
Block 140 - Monroe to Harrison		359	02-Sep-25	06-Apr-27
Phase 1 - Monroe to Harrison - Block 140 - Segment 3		29	02-Sep-25	13-Oct-25
C-S3-140-P1-110	Removals - Asphalt Mat Sidewalk Concrete Paving Etc	2	04-Sep-25	05-Sep-25
C-S3-140-P1-405	Install Electric FO Conduit Mainline	3	02-Sep-25	04-Sep-25
C-S3-140-P1-510	Grade Ready for C&G HC Ramp & Planter	9	11-Sep-25	23-Sep-25
C-S3-140-P1-600	Relocate Bus Station from Exisiting - Garfield	2	02-Sep-25	03-Sep-25
C-S3-140-P1-810	Patch HMA	2	02-Oct-25	03-Oct-25
C-S3-140-P1-910	Install Irrigation	3	08-Sep-25	10-Sep-25
C-S3-140-P1-920	FPS C&G HC Ramp	3	26-Sep-25	30-Sep-25
C-S3-140-P1-921	Cure Sidewalk	5	01-Oct-25	08-Oct-25
C-S3-140-P1-930	Construct Soil Cells/Planter - 2ea Planter	2	24-Sep-25	25-Sep-25
C-S3-140-P1-950	Finish Activities Ready to Switch to Phase 1B	3	09-Oct-25	13-Oct-25
Phase 1B - Monroe to Harrison - Block 140 - Segment 3		2	14-Oct-25	16-Oct-25
C-S3-140-P1B-010	Traffic Control - Reset Barrier and Attenuator	1	14-Oct-25	14-Oct-25
C-S3-140-P1B-950	Finish Activities Ready to Switch to Phase 2 - Install XWalk Thermo	1	16-Oct-25	16-Oct-25
Phase 2 - Monroe to Harrison - Block 140 - Segment 3		32	29-Jul-26	11-Sep-26



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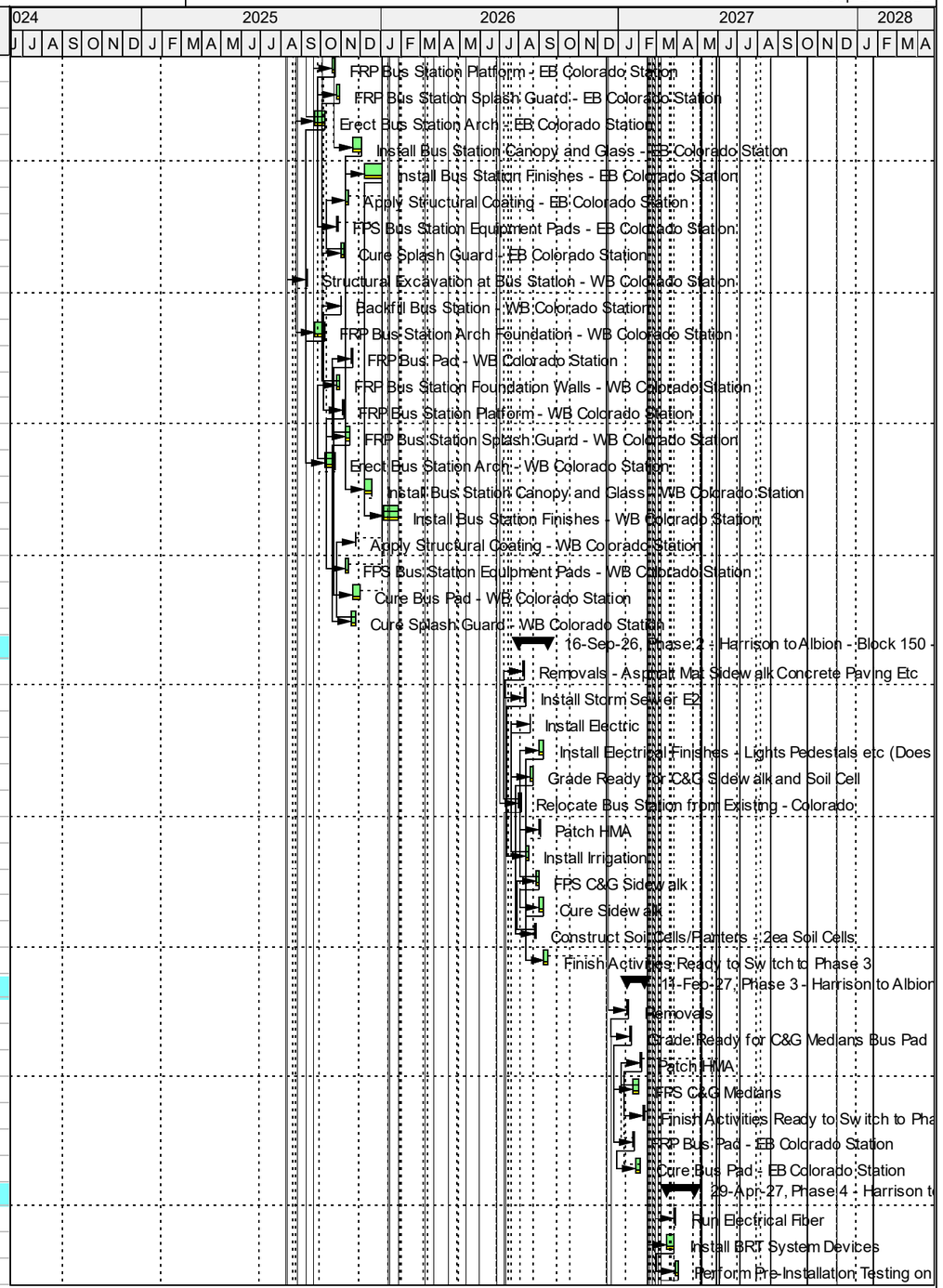
Activity ID	Activity Name	Original Duration	Start	Finish
C-S3-140-P2-110	Removals - Asphalt Mat Sidew alk Concrete Paving Etc	3	31-Jul-26	04-Aug-26
C-S3-140-P2-310	Install Storm Sew er - 4" PVC Cleanouts & D13	3	05-Aug-26	07-Aug-26
C-S3-140-P2-330	Install Water Line - Reset Hydrant	2	10-Aug-26	11-Aug-26
C-S3-140-P2-410	Install Electric (Wiring for Street Lights Ped Lights Pedestals Fiber Tie Ins Etc)	2	14-Aug-26	17-Aug-26
C-S3-140-P2-415	Install Electrical Finishes - Lights Pedestals etc (Does not include Signals)	2	01-Sep-26	02-Sep-26
C-S3-140-P2-510	Grade Ready for C&G Sidew alk and Soil Cell	2	18-Aug-26	19-Aug-26
C-S3-140-P2-600	Relocate Bus Station from Existing - Garfield	2	29-Jul-26	30-Jul-26
C-S3-140-P2-810	Patch HMA	2	01-Sep-26	02-Sep-26
C-S3-140-P2-910	Install Irrigation	2	12-Aug-26	13-Aug-26
C-S3-140-P2-920	FPS C&G Sidew alk	2	28-Aug-26	31-Aug-26
C-S3-140-P2-921	Cure Sidew alk	5	01-Sep-26	08-Sep-26
C-S3-140-P2-930	Construct Soil Cells/Planters - 3ea Soil Cells	6	20-Aug-26	27-Aug-26
C-S3-140-P2-950	Finish Activities Ready to Sw itch to Phase 3	3	09-Sep-26	11-Sep-26
Phase 3 - Monroe to Harrison - Block 140 - Segment 3		15	14-Jan-27	09-Feb-27
C-S3-140-P3-110	Removals	1	14-Jan-27	14-Jan-27
C-S3-140-P3-510	Grade Ready for C&G Medians	2	15-Jan-27	19-Jan-27
C-S3-140-P3-810	Patch HMA	2	01-Feb-27	05-Feb-27
C-S3-140-P3-920	FPS C&G Medians	6	21-Jan-27	29-Jan-27
C-S3-140-P3-950	Finish Activities Ready to Sw itch to Phase 4	2	08-Feb-27	09-Feb-27
Phase 4 - Monroe to Harrison - Block 140 - Segment 3		12	18-Mar-27	06-Apr-27
C-S3-140-P4-420	Run Electrical Fiber	2	24-Mar-27	25-Mar-27
C-S3-140-P4-800	Mill & Overlay	4	18-Mar-27	23-Mar-27
C-S3-140-P4-820	Install Signals	3	24-Mar-27	26-Mar-27
C-S3-140-P4-830	Install Permanent Signs	5	24-Mar-27	30-Mar-27
C-S3-140-P4-840	Install Permanent Striping	5	24-Mar-27	30-Mar-27
C-S3-140-P4-850	Finish for Substantial Completion	3	02-Apr-27	06-Apr-27
C-S3-140-P4-915	Install Trees (3ea)	1	18-Mar-27	18-Mar-27
Block 150 - Harrison to Albion		374	02-Sep-25	29-Apr-27
Phase 1 - Harrison to Albion - Block 150 - Segment 3		93	02-Sep-25	05-Feb-26
C-S3-150-P1-110	Removals - Asphalt Mat Sidew alk Concrete Paving Etc	2	08-Sep-25	09-Sep-25
C-S3-150-P1-130	Removals - Streetcar Tracks	2	08-Sep-25	09-Sep-25
C-S3-150-P1-310	Install Storm Sew er - 4" PVC Cleanouts E1 & E3	5	10-Sep-25	16-Sep-25
C-S3-150-P1-330	Install Water Line - Reset Hydrant	2	17-Sep-25	18-Sep-25
C-S3-150-P1-405	Install Electric FO Conduit Mainline	3	05-Sep-25	09-Sep-25
C-S3-150-P1-410	Install Electric	3	19-Sep-25	23-Sep-25
C-S3-150-P1-415	Install Elec Finishes - Lights Pedestals etc (Does not include Signals) - 3ea	3	13-Nov-25	17-Nov-25
C-S3-150-P1-510	Grade Ready for C&G Sidew alk Paving	3	03-Nov-25	05-Nov-25
C-S3-150-P1-600	Relocate Bus Station from Exisiting - Colorado	2	04-Sep-25	05-Sep-25
C-S3-150-P1-685	Inspect Existing 15L Shelters	6	02-Sep-25	09-Sep-25
C-S3-150-P1-810	Patch HMA	5	14-Nov-25	20-Nov-25
C-S3-150-P1-920	FPS C&G Sidew alk	3	06-Nov-25	10-Nov-25
C-S3-150-P1-921	Cure Sidew alk	5	13-Nov-25	19-Nov-25
C-S3-150-P1-950	Finish Activities Ready to Sw itch to Phase 2 (Includes Security Fencing of Stations)	3	02-Feb-26	05-Feb-26
C-S3-150-P1-B13-500	Structural Excavation at Bus Station - EB Colorado Station	2	08-Sep-25	09-Sep-25
C-S3-150-P1-B13-505	Backfill Bus Station - EB Colorado Station	2	16-Oct-25	17-Oct-25
C-S3-150-P1-B13-601	FRP Bus Station Arch Foundation - EB Colorado Station	10	10-Sep-25	23-Sep-25
C-S3-150-P1-B13-605	FRP Bus Station Foundation Walls - EB Colorado Station	4	09-Oct-25	14-Oct-25



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Activity ID	Activity Name	Original Duration	Start	Finish
C-S3-150-P1-B13-610	FRP Bus Station Platform - EB Colorado Station	4	20-Oct-25	24-Oct-25
C-S3-150-P1-B13-615	FRP Bus Station Splash Guard - EB Colorado Station	4	27-Oct-25	31-Oct-25
C-S3-150-P1-B13-620	Erect Bus Station Arch - EB Colorado Station	10	24-Sep-25	08-Oct-25
C-S3-150-P1-B13-623	Install Bus Station Canopy and Glass - EB Colorado Station	8	21-Nov-25	05-Dec-25
C-S3-150-P1-B13-625	Install Bus Station Finishes - EB Colorado Station	15	08-Dec-25	05-Jan-26
C-S3-150-P1-B13-640	Apply Structural Coating - EB Colorado Station	2	10-Nov-25	14-Nov-25
C-S3-150-P1-B13-655	FPS Bus Station Equipment Pads - EB Colorado Station	3	27-Oct-25	30-Oct-25
C-S3-150-P1-B13-924	Cure Splash Guard - EB Colorado Station	5	03-Nov-25	07-Nov-25
C-S3-150-P1-B14-500	Structural Excavation at Bus Station - WB Colorado Station	2	10-Sep-25	11-Sep-25
C-S3-150-P1-B14-505	Backfill Bus Station - WB Colorado Station	1	03-Nov-25	03-Nov-25
C-S3-150-P1-B14-601	FRP Bus Station Arch Foundation - WB Colorado Station	10	24-Sep-25	08-Oct-25
C-S3-150-P1-B14-603	FRP Bus Pad - WB Colorado Station	3	18-Nov-25	20-Nov-25
C-S3-150-P1-B14-605	FRP Bus Station Foundation Walls - WB Colorado Station	4	27-Oct-25	31-Oct-25
C-S3-150-P1-B14-610	FRP Bus Station Platform - WB Colorado Station	4	04-Nov-25	07-Nov-25
C-S3-150-P1-B14-615	FRP Bus Station Splash Guard - WB Colorado Station	4	10-Nov-25	17-Nov-25
C-S3-150-P1-B14-620	Erect Bus Station Arch - WB Colorado Station	10	09-Oct-25	24-Oct-25
C-S3-150-P1-B14-623	Install Bus Station Canopy and Glass - WB Colorado Station	8	08-Dec-25	19-Dec-25
C-S3-150-P1-B14-625	Install Bus Station Finishes - WB Colorado Station	15	06-Jan-26	30-Jan-26
C-S3-150-P1-B14-640	Apply Structural Coating - WB Colorado Station	2	25-Nov-25	26-Nov-25
C-S3-150-P1-B14-655	FPS Bus Station Equipment Pads - WB Colorado Station	3	10-Nov-25	14-Nov-25
C-S3-150-P1-B14-922	Cure Bus Pad - WB Colorado Station	5	21-Nov-25	01-Dec-25
C-S3-150-P1-B14-924	Cure Splash Guard - WB Colorado Station	5	18-Nov-25	24-Nov-25
Phase 2 - Harrison to Albion - Block 150 - Segment 3		33	31-Jul-26	16-Sep-26
C-S3-150-P2-110	Removals - Asphalt Mat Sidew alk Concrete Paving Etc	2	07-Aug-26	10-Aug-26
C-S3-150-P2-310	Install Storm Sew er E2	2	11-Aug-26	12-Aug-26
C-S3-150-P2-410	Install Electric	2	18-Aug-26	19-Aug-26
C-S3-150-P2-415	Install Electrical Finishes - Lights Pedestals etc (Does not include Signals)	5	02-Sep-26	09-Sep-26
C-S3-150-P2-510	Grade Ready for C&G Sidew alk and Soil Cell	3	20-Aug-26	24-Aug-26
C-S3-150-P2-600	Relocate Bus Station from Existing - Colorado	5	31-Jul-26	06-Aug-26
C-S3-150-P2-810	Patch HMA	2	02-Sep-26	03-Sep-26
C-S3-150-P2-910	Install Irrigation	3	13-Aug-26	17-Aug-26
C-S3-150-P2-920	FPS C&G Sidew alk	3	28-Aug-26	01-Sep-26
C-S3-150-P2-921	Cure Sidew alk	5	02-Sep-26	09-Sep-26
C-S3-150-P2-930	Construct Soil Cells/Planters - 2ea Soil Cells	3	25-Aug-26	27-Aug-26
C-S3-150-P2-950	Finish Activities Ready to Sw itch to Phase 3	5	10-Sep-26	16-Sep-26
Phase 3 - Harrison to Albion - Block 150 - Segment 3		15	15-Jan-27	11-Feb-27
C-S3-150-P3-110	Removals	2	15-Jan-27	19-Jan-27
C-S3-150-P3-510	Grade Ready for C&G Medians Bus Pad	2	21-Jan-27	22-Jan-27
C-S3-150-P3-810	Patch HMA	2	05-Feb-27	08-Feb-27
C-S3-150-P3-920	FPS C&G Medians	6	25-Jan-27	02-Feb-27
C-S3-150-P3-950	Finish Activities Ready to Sw itch to Phase 4	2	09-Feb-27	11-Feb-27
C-S3-150-P3-B13-603	FRP Bus Pad - EB Colorado Station	3	25-Jan-27	28-Jan-27
C-S3-150-P3-B13-922	Cure Bus Pad - EB Colorado Station	5	29-Jan-27	05-Feb-27
Phase 4 - Harrison to Albion - Block 150 - Segment 3		27	18-Mar-27	29-Apr-27
C-S3-150-P4-420	Run Electrical Fiber	2	29-Mar-27	30-Mar-27
C-S3-150-P4-660	Install BRT System Devices	8	18-Mar-27	29-Mar-27
C-S3-150-P4-665	Perform Pre-Installation Testing on BRT System Devices	3	30-Mar-27	05-Apr-27



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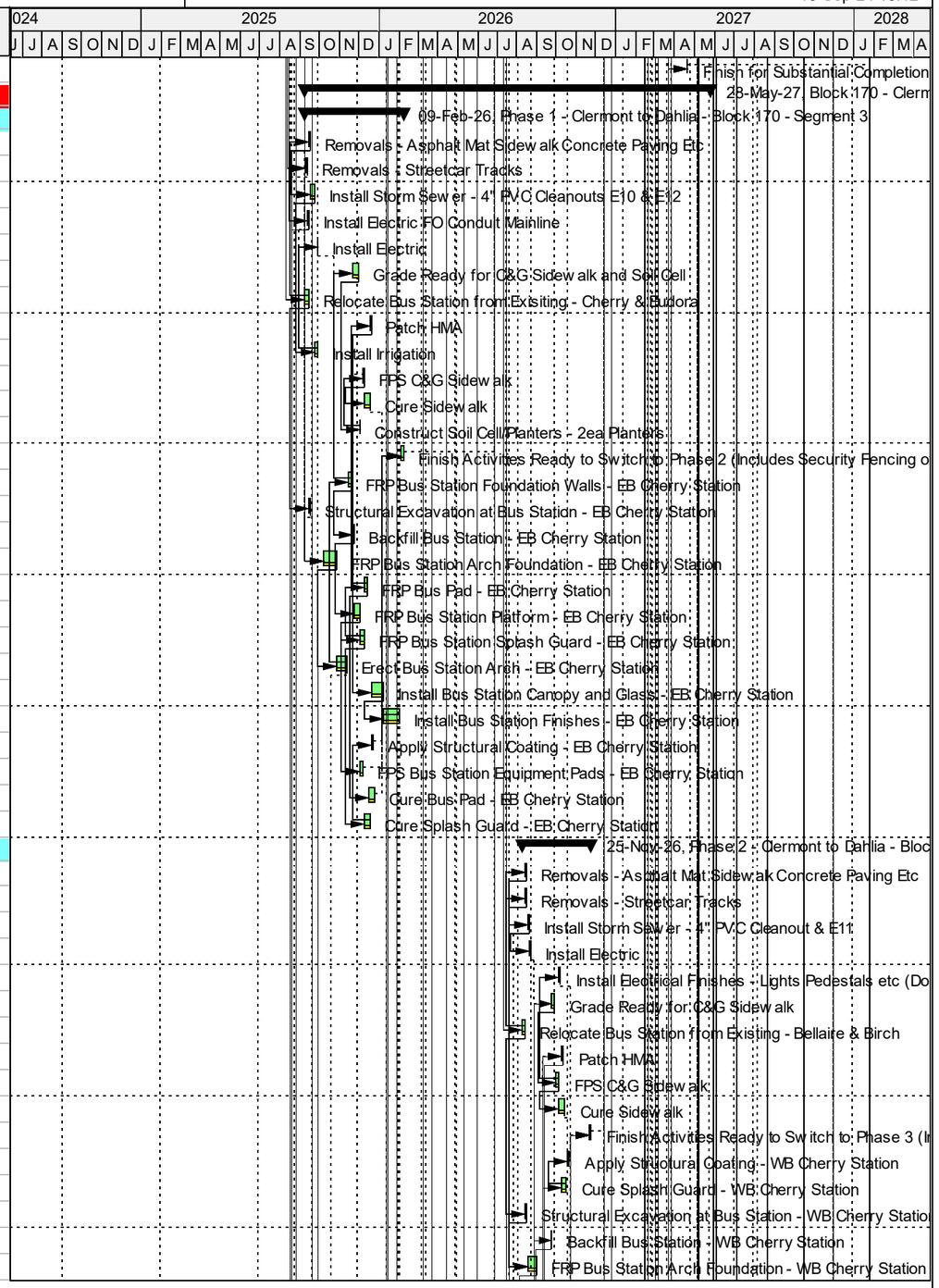
Activity ID	Activity Name	Original Duration	Start	Finish
C-S3-150-P4-670	Tie BRT System Devices into Network	6	06-Apr-27	13-Apr-27
C-S3-150-P4-675	Perform Post-Installation Testing on BRT System Devices	3	15-Apr-27	19-Apr-27
C-S3-150-P4-680	Commision Colorado Stations BRT System Devices	5	20-Apr-27	26-Apr-27
C-S3-150-P4-800	Mill & Overlay	3	24-Mar-27	26-Mar-27
C-S3-150-P4-820	Install Signals	3	29-Mar-27	02-Apr-27
C-S3-150-P4-830	Install Permanent Signs	8	02-Apr-27	13-Apr-27
C-S3-150-P4-840	Install Permanent Striping	5	02-Apr-27	09-Apr-27
C-S3-150-P4-850	Finish for Substantial Completion	2	27-Apr-27	29-Apr-27
C-S3-150-P4-915	Install Trees (3ea)	1	19-Mar-27	19-Mar-27
Block 160 - Albion to Clermont		367	08-Sep-25	23-Apr-27
Phase 1 - Albion to Clermont - Block 160 - Segment 3		31	08-Sep-25	23-Oct-25
C-S3-160-P1-110	Removals - Asphalt Mat Sidewalk Concrete Paving Etc	2	10-Sep-25	11-Sep-25
C-S3-160-P1-310	Install Storm Sewer E4 & E5	5	12-Sep-25	18-Sep-25
C-S3-160-P1-330	Install Water Line - Reset Hydrant	2	19-Sep-25	22-Sep-25
C-S3-160-P1-405	Install Electric FO Conduit Mainline	3	10-Sep-25	12-Sep-25
C-S3-160-P1-410	Install Electric	3	23-Sep-25	25-Sep-25
C-S3-160-P1-415	Install Elec Finishes - Lights Pedestals etc (Does not include Signals) - 2ea Street Light	2	08-Oct-25	09-Oct-25
C-S3-160-P1-510	Grade Ready for C&G Sidewalk	3	26-Sep-25	30-Sep-25
C-S3-160-P1-600	Relocate Bus Station from Exisiting - Bellaire	2	08-Sep-25	09-Sep-25
C-S3-160-P1-810	Patch HMA	2	08-Oct-25	09-Oct-25
C-S3-160-P1-920	FPS C&G Sidewalk	4	01-Oct-25	07-Oct-25
C-S3-160-P1-921	Cure Sidewalk	5	08-Oct-25	14-Oct-25
C-S3-160-P1-950	Finish Activities Ready to Switch to Phase 2	5	16-Oct-25	23-Oct-25
Phase 2 - Albion to Clermont - Block 160 - Segment 3		26	07-Aug-26	14-Sep-26
C-S3-160-P2-110	Removals - Asphalt Mat Sidewalk Concrete Paving Etc	3	11-Aug-26	13-Aug-26
C-S3-160-P2-310	Install Storm Sewer E5	3	14-Aug-26	18-Aug-26
C-S3-160-P2-330	Install Water Line - Reset Hydrant	2	19-Aug-26	20-Aug-26
C-S3-160-P2-410	Install Electric	1	21-Aug-26	21-Aug-26
C-S3-160-P2-415	Install Electrical Finishes - Lights Pedestals etc (Does not include Signals)	1	31-Aug-26	31-Aug-26
C-S3-160-P2-510	Grade Ready for C&G Sidewalk	2	24-Aug-26	25-Aug-26
C-S3-160-P2-600	Relocate Bus Station from Existing - Bellaire & Birch	2	07-Aug-26	10-Aug-26
C-S3-160-P2-810	Patch HMA	2	31-Aug-26	01-Sep-26
C-S3-160-P2-920	FPS C&G Sidewalk	3	26-Aug-26	28-Aug-26
C-S3-160-P2-921	Cure Sidewalk	5	31-Aug-26	04-Sep-26
C-S3-160-P2-950	Finish Activities Ready to Switch to Phase 3	5	08-Sep-26	14-Sep-26
Phase 3 - Albion to Clermont - Block 160 - Segment 3		13	21-Jan-27	11-Feb-27
C-S3-160-P3-110	Removals	2	21-Jan-27	22-Jan-27
C-S3-160-P3-510	Grade Ready for C&G Medians	2	25-Jan-27	26-Jan-27
C-S3-160-P3-810	Patch HMA	2	05-Feb-27	08-Feb-27
C-S3-160-P3-920	FPS C&G Medians	4	28-Jan-27	02-Feb-27
C-S3-160-P3-950	Finish Activities Ready to Switch to Phase 4	2	09-Feb-27	11-Feb-27
Phase 4 - Albion to Clermont - Block 160 - Segment 3		17	29-Mar-27	23-Apr-27
C-S3-160-P4-420	Run Electrical Fiber	2	02-Apr-27	05-Apr-27
C-S3-160-P4-800	Mill & Overlay	2	29-Mar-27	30-Mar-27
C-S3-160-P4-820	Install Signals	2	05-Apr-27	06-Apr-27
C-S3-160-P4-830	Install Permanent Signs	5	15-Apr-27	21-Apr-27
C-S3-160-P4-840	Install Permanent Striping	6	12-Apr-27	20-Apr-27



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Activity ID	Activity Name	Original Duration	Start	Finish
C-S3-160-P4-850	Finish for Substantial Completion	2	22-Apr-27	23-Apr-27
Block 170 - Clermont to Dahlia		388	10-Sep-25	28-May-27
Phase 1 - Clermont to Dahlia - Block 170 - Segment 3		89	10-Sep-25	09-Feb-26
C-S3-170-P1-110	Removals - Asphalt Mat Sidewalk Concrete Paving Etc	2	17-Sep-25	18-Sep-25
C-S3-170-P1-130	Removals - Streetcar Tracks	2	12-Sep-25	15-Sep-25
C-S3-170-P1-310	Install Storm Sewer - 4" PVC Cleanouts E10 & E12	5	19-Sep-25	25-Sep-25
C-S3-170-P1-405	Install Electric FO Conduit Mainline	3	15-Sep-25	17-Sep-25
C-S3-170-P1-410	Install Electric	2	30-Sep-25	01-Oct-25
C-S3-170-P1-510	Grade Ready for C&G Sidewalk and Soil Cell	5	24-Nov-25	02-Dec-25
C-S3-170-P1-600	Relocate Bus Station from Exisiting - Cherry & Eudora	5	10-Sep-25	16-Sep-25
C-S3-170-P1-810	Patch HMA	2	19-Dec-25	22-Dec-25
C-S3-170-P1-910	Install Irrigation	2	26-Sep-25	29-Sep-25
C-S3-170-P1-920	FPS C&G Sidewalk	3	08-Dec-25	11-Dec-25
C-S3-170-P1-921	Cure Sidewalk	5	12-Dec-25	19-Dec-25
C-S3-170-P1-930	Construct Soil Cell/Planters - 2ea Planters	2	04-Dec-25	05-Dec-25
C-S3-170-P1-950	Finish Activities Ready to Switch to Phase 2 (Includes Security Fencing of Station)	3	05-Feb-26	09-Feb-26
C-S3-170-P1-B01-605	FRP Bus Station Foundation Walls - EB Cherry Station	5	17-Nov-25	21-Nov-25
C-S3-170-P1-B15-500	Structural Excavation at Bus Station - EB Cherry Station	2	17-Sep-25	18-Sep-25
C-S3-170-P1-B15-505	Backfill Bus Station - EB Cherry Station	1	24-Nov-25	24-Nov-25
C-S3-170-P1-B15-601	FRP Bus Station Arch Foundation - EB Cherry Station	12	09-Oct-25	28-Oct-25
C-S3-170-P1-B15-603	FRP Bus Pad - EB Cherry Station	3	12-Dec-25	16-Dec-25
C-S3-170-P1-B15-610	FRP Bus Station Platform - EB Cherry Station	5	25-Nov-25	04-Dec-25
C-S3-170-P1-B15-615	FRP Bus Station Splash Guard - EB Cherry Station	4	05-Dec-25	11-Dec-25
C-S3-170-P1-B15-620	Erect Bus Station Arch - EB Cherry Station	10	30-Oct-25	14-Nov-25
C-S3-170-P1-B15-623	Install Bus Station Canopy and Glass - EB Cherry Station	8	23-Dec-25	08-Jan-26
C-S3-170-P1-B15-625	Install Bus Station Finishes - EB Cherry Station	15	09-Jan-26	03-Feb-26
C-S3-170-P1-B15-640	Apply Structural Coating - EB Cherry Station	2	22-Dec-25	23-Dec-25
C-S3-170-P1-B15-655	FPS Bus Station Equipment Pads - EB Cherry Station	3	05-Dec-25	09-Dec-25
C-S3-170-P1-B15-922	Cure Bus Pad - EB Cherry Station	5	18-Dec-25	26-Dec-25
C-S3-170-P1-B15-924	Cure Splash Guard - EB Cherry Station	5	12-Dec-25	19-Dec-25
Phase 2 - Clermont to Dahlia - Block 170 - Segment 3		70	11-Aug-26	25-Nov-26
C-S3-170-P2-110	Removals - Asphalt Mat Sidewalk Concrete Paving Etc	2	14-Aug-26	17-Aug-26
C-S3-170-P2-130	Removals - Streetcar Tracks	2	14-Aug-26	17-Aug-26
C-S3-170-P2-310	Install Storm Sewer - 4" PVC Cleanout & E11	3	18-Aug-26	20-Aug-26
C-S3-170-P2-410	Install Electric	2	21-Aug-26	24-Aug-26
C-S3-170-P2-415	Install Electrical Finishes - Lights Pedestals etc (Does not include Signals)	2	08-Oct-26	09-Oct-26
C-S3-170-P2-510	Grade Ready for C&G Sidewalk	5	25-Sep-26	01-Oct-26
C-S3-170-P2-600	Relocate Bus Station from Existing - Bellaire & Birch	3	11-Aug-26	13-Aug-26
C-S3-170-P2-810	Patch HMA	2	12-Oct-26	13-Oct-26
C-S3-170-P2-920	FPS C&G Sidewalk	3	02-Oct-26	07-Oct-26
C-S3-170-P2-921	Cure Sidewalk	5	08-Oct-26	15-Oct-26
C-S3-170-P2-950	Finish Activities Ready to Switch to Phase 3 (Includes Security Fencing of Station)	3	23-Nov-26	25-Nov-26
C-S3-170-P2-B14-640	Apply Structural Coating - WB Cherry Station	2	20-Oct-26	22-Oct-26
C-S3-170-P2-B14-924	Cure Splash Guard - WB Cherry Station	5	12-Oct-26	19-Oct-26
C-S3-170-P2-B16-500	Structural Excavation at Bus Station - WB Cherry Station	2	14-Aug-26	17-Aug-26
C-S3-170-P2-B16-505	Backfill Bus Station - WB Cherry Station	1	25-Sep-26	25-Sep-26
C-S3-170-P2-B16-601	FRP Bus Station Arch Foundation - WB Cherry Station	12	18-Aug-26	02-Sep-26



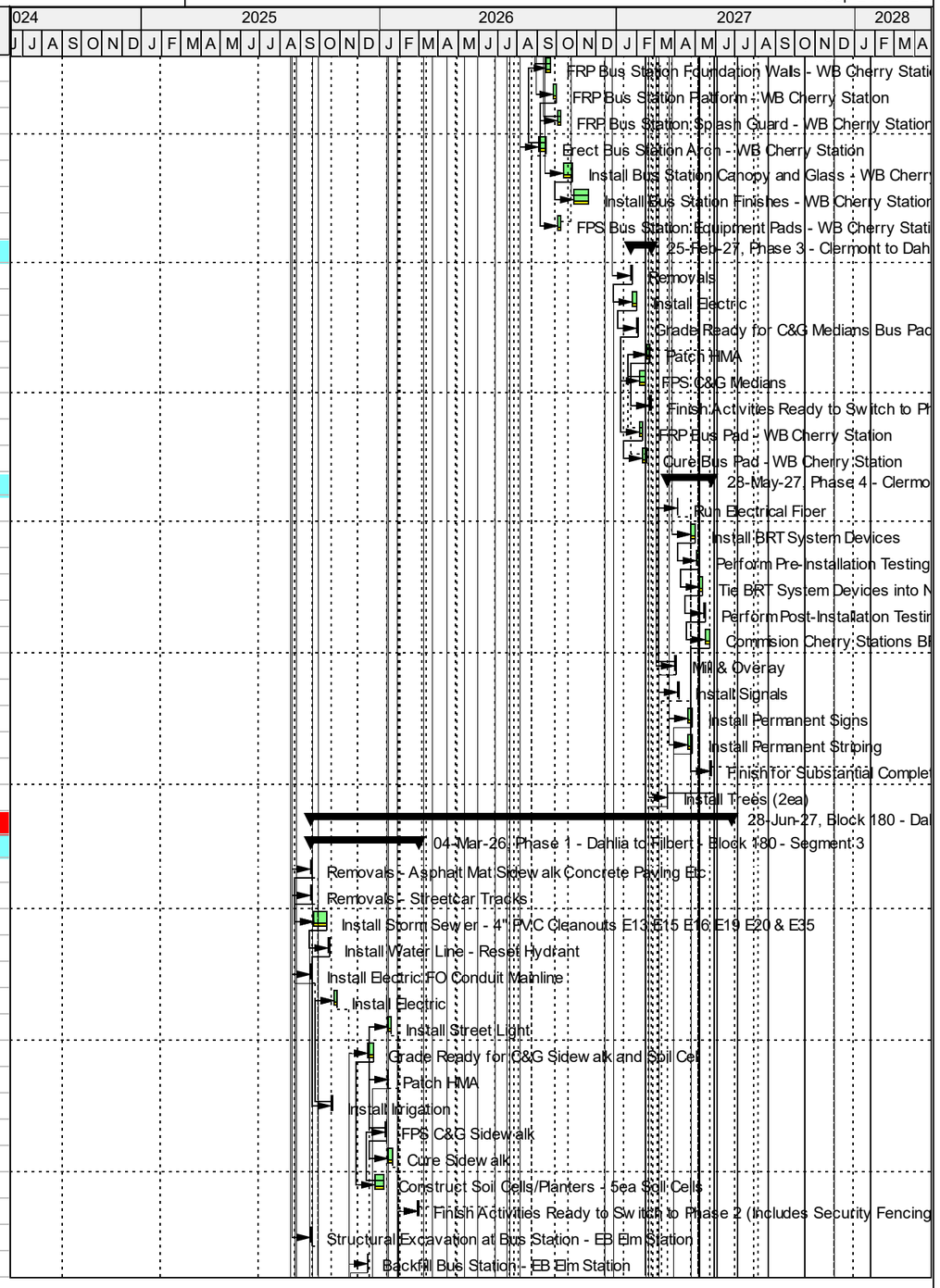
Primary Baseline | Remaining Work | Milestone
Actual Work | Critical Remaining Work | Summary

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Activity ID	Activity Name	Original Duration	Start	Finish
C-S3-170-P2-B16-605	FRP Bus Station Foundation Walls - WB Cherry Station	5	18-Sep-26	24-Sep-26
C-S3-170-P2-B16-610	FRP Bus Station Platform - WB Cherry Station	5	28-Sep-26	02-Oct-26
C-S3-170-P2-B16-615	FRP Bus Station Splash Guard - WB Cherry Station	4	06-Oct-26	09-Oct-26
C-S3-170-P2-B16-620	Erect Bus Station Arch - WB Cherry Station	10	03-Sep-26	17-Sep-26
C-S3-170-P2-B16-623	Install Bus Station Canopy and Glass - WB Cherry Station	8	15-Oct-26	27-Oct-26
C-S3-170-P2-B16-625	Install Bus Station Finishes - WB Cherry Station	15	29-Oct-26	20-Nov-26
C-S3-170-P2-B16-655	FPS Bus Station Equipment Pads - WB Cherry Station	3	06-Oct-26	08-Oct-26
Phase 3 - Clermont to Dahlia - Block 170 - Segment 3		19	25-Jan-27	25-Feb-27
C-S3-170-P3-110	Removals	2	25-Jan-27	26-Jan-27
C-S3-170-P3-410	Install Electric	4	28-Jan-27	02-Feb-27
C-S3-170-P3-510	Grade Ready for C&G Medians Bus Pad	2	04-Feb-27	05-Feb-27
C-S3-170-P3-810	Patch HMA	2	19-Feb-27	22-Feb-27
C-S3-170-P3-920	FPS C&G Medians	6	08-Feb-27	17-Feb-27
C-S3-170-P3-950	Finish Activities Ready to Switch to Phase 4	2	23-Feb-27	25-Feb-27
C-S3-170-P3-B16-603	FRP Bus Pad - WB Cherry Station	3	08-Feb-27	11-Feb-27
C-S3-170-P3-B16-922	Cure Bus Pad - WB Cherry Station	5	12-Feb-27	19-Feb-27
Phase 4 - Clermont to Dahlia - Block 170 - Segment 3		45	22-Mar-27	28-May-27
C-S3-170-P4-420	Run Electrical Fiber	2	06-Apr-27	07-Apr-27
C-S3-170-P4-660	Install BRT System Devices	5	27-Apr-27	04-May-27
C-S3-170-P4-665	Perform Pre-Installation Testing on BRT System Devices	3	06-May-27	10-May-27
C-S3-170-P4-670	Tie BRT System Devices into Network	4	11-May-27	14-May-27
C-S3-170-P4-675	Perform Post-Installation Testing on BRT System Devices	3	17-May-27	19-May-27
C-S3-170-P4-680	Commision Cherry Stations BRT System Devices	5	20-May-27	26-May-27
C-S3-170-P4-800	Mill & Overlay	2	02-Apr-27	05-Apr-27
C-S3-170-P4-820	Install Signals	2	07-Apr-27	08-Apr-27
C-S3-170-P4-830	Install Permanent Signs	5	22-Apr-27	29-Apr-27
C-S3-170-P4-840	Install Permanent Striping	5	22-Apr-27	29-Apr-27
C-S3-170-P4-850	Finish for Substantial Completion	2	27-May-27	28-May-27
C-S3-170-P4-915	Install Trees (2ea)	1	22-Mar-27	22-Mar-27
Block 180 - Dahlia to Filbert		402	18-Sep-25	28-Jun-27
Phase 1 - Dahlia to Filbert - Block 180 - Segment 3		97	18-Sep-25	04-Mar-26
C-S3-180-P1-110	Removals - Asphalt Mat Sidewalk Concrete Paving Etc	2	19-Sep-25	22-Sep-25
C-S3-180-P1-130	Removals - Streetcar Tracks	2	19-Sep-25	22-Sep-25
C-S3-180-P1-310	Install Storm Sewer - 4" PVC Cleanouts E13 E15 E16 E19 E20 & E35	15	23-Sep-25	14-Oct-25
C-S3-180-P1-330	Install Water Line - Reset Hydrant	2	16-Oct-25	17-Oct-25
C-S3-180-P1-405	Install Electric FO Conduit Mainline	3	18-Sep-25	22-Sep-25
C-S3-180-P1-410	Install Electric	3	24-Oct-25	28-Oct-25
C-S3-180-P1-415	Install Street Light	3	15-Jan-26	20-Jan-26
C-S3-180-P1-510	Grade Ready for C&G Sidewalk and Soil Cell	5	16-Dec-25	23-Dec-25
C-S3-180-P1-810	Patch HMA	2	15-Jan-26	16-Jan-26
C-S3-180-P1-910	Install Irrigation	3	20-Oct-25	23-Oct-25
C-S3-180-P1-920	FPS C&G Sidewalk	3	12-Jan-26	14-Jan-26
C-S3-180-P1-921	Cure Sidewalk	5	15-Jan-26	23-Jan-26
C-S3-180-P1-930	Construct Soil Cells/Planters - 5ea Soil Cells	8	26-Dec-25	09-Jan-26
C-S3-180-P1-950	Finish Activities Ready to Switch to Phase 2 (Includes Security Fencing of Station)	3	02-Mar-26	04-Mar-26
C-S3-180-P1-B17-500	Structural Excavation at Bus Station - EB Elm Station	2	19-Sep-25	22-Sep-25
C-S3-180-P1-B17-505	Backfill Bus Station - EB Elm Station	1	16-Dec-25	16-Dec-25



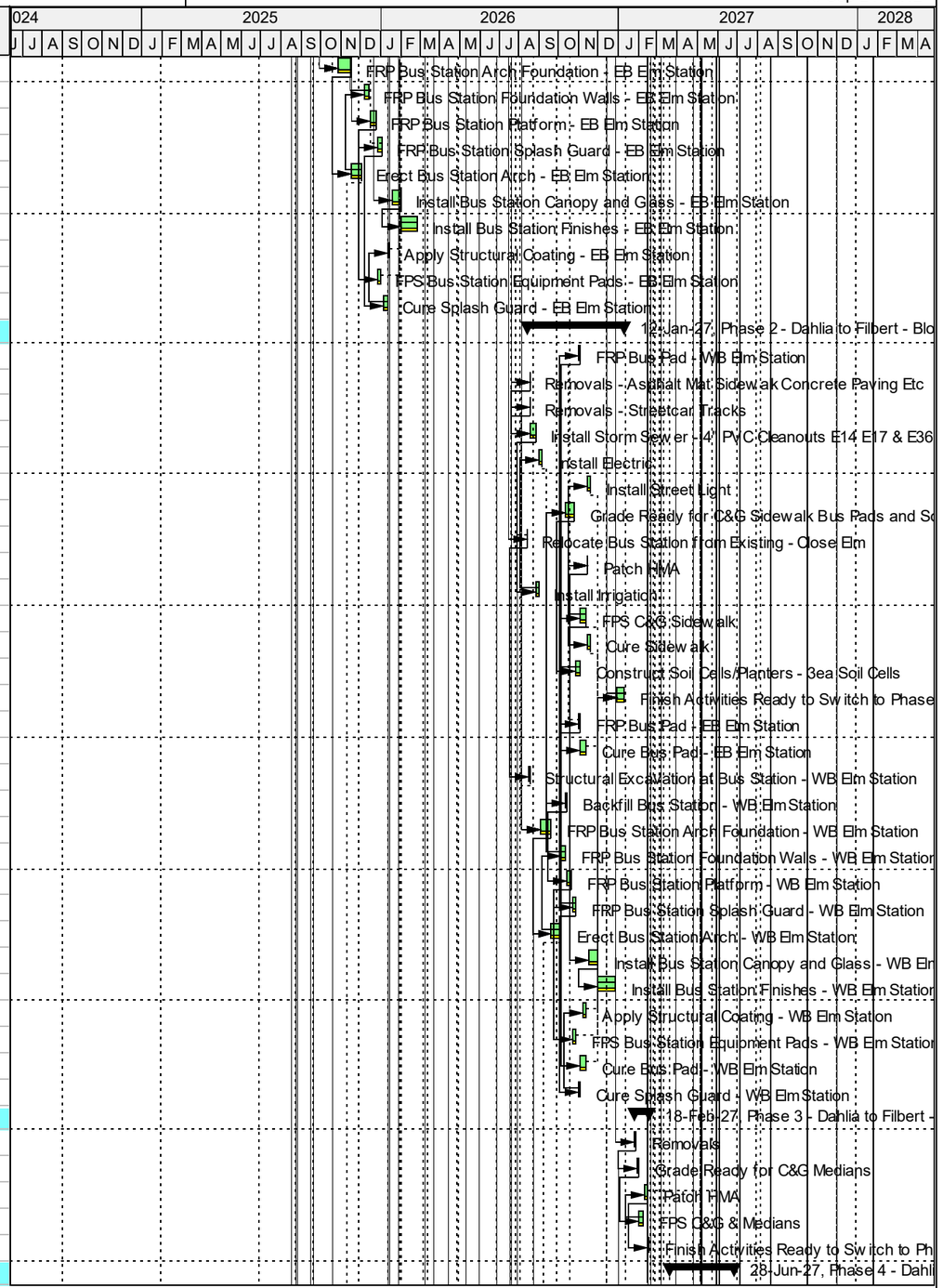
Primary Baseline | Remaining Work | Milestone
Actual Work | Critical Remaining Work | Summary

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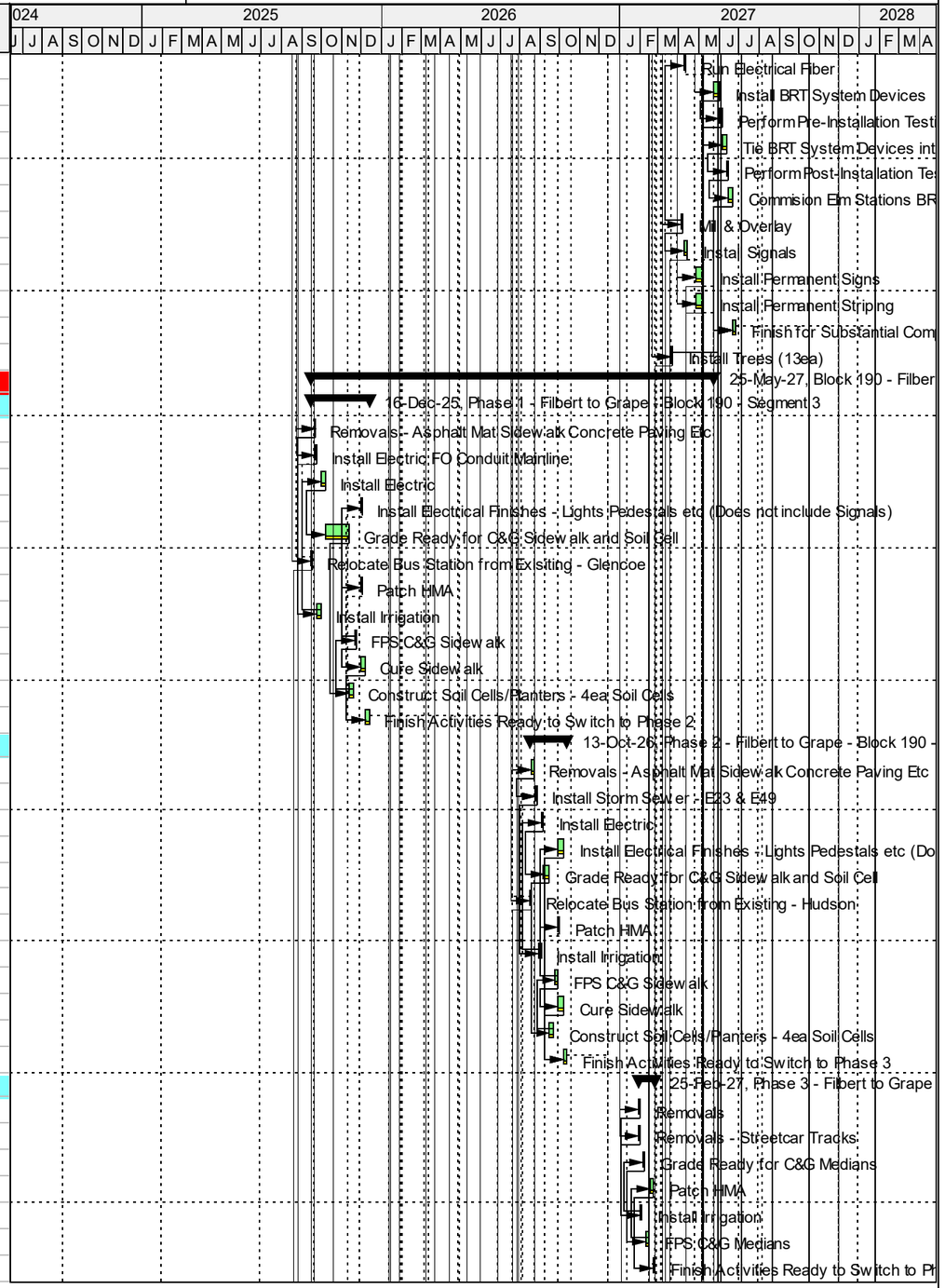
Activity ID	Activity Name	Original Duration	Start	Finish
C-S3-180-P1-B17-601	FRP Bus Station Arch Foundation - EB Elm Station	12	30-Oct-25	18-Nov-25
C-S3-180-P1-B17-605	FRP Bus Station Foundation Walls - EB Elm Station	5	08-Dec-25	15-Dec-25
C-S3-180-P1-B17-610	FRP Bus Station Platform - EB Elm Station	5	18-Dec-25	26-Dec-25
C-S3-180-P1-B17-615	FRP Bus Station Splash Guard - EB Elm Station	4	29-Dec-25	05-Jan-26
C-S3-180-P1-B17-620	Erect Bus Station Arch - EB Elm Station	10	19-Nov-25	05-Dec-25
C-S3-180-P1-B17-623	Install Bus Station Canopy and Glass - EB Elm Station	8	20-Jan-26	02-Feb-26
C-S3-180-P1-B17-625	Install Bus Station Finishes - EB Elm Station	15	03-Feb-26	27-Feb-26
C-S3-180-P1-B17-640	Apply Structural Coating - EB Elm Station	2	14-Jan-26	15-Jan-26
C-S3-180-P1-B17-655	FPS Bus Station Equipment Pads - EB Elm Station	3	29-Dec-25	02-Jan-26
C-S3-180-P1-B17-924	Cure Splash Guard - EB Elm Station	5	06-Jan-26	13-Jan-26
Phase 2 - Dahlia to Filbert - Block 180 - Segment 3		92	14-Aug-26	12-Jan-27
C-C3-180-P2-B18-603	FRP Bus Pad - WB Elm Station	3	02-Nov-26	04-Nov-26
C-S3-180-P2-110	Removals - Asphalt Mat Sidewalk Concrete Paving Etc	2	18-Aug-26	19-Aug-26
C-S3-180-P2-130	Removals - Streetcar Tracks	2	18-Aug-26	19-Aug-26
C-S3-180-P2-310	Install Storm Sewer - 4" PVC Cleanouts E14 E17 & E36	6	20-Aug-26	27-Aug-26
C-S3-180-P2-410	Install Electric	4	02-Sep-26	08-Sep-26
C-S3-180-P2-415	Install Street Light	5	16-Nov-26	20-Nov-26
C-S3-180-P2-510	Grade Ready for C&G Sidewalk Bus Pads and Soil Cell	8	15-Oct-26	27-Oct-26
C-S3-180-P2-600	Relocate Bus Station from Existing - Close Elm	1	14-Aug-26	14-Aug-26
C-S3-180-P2-810	Patch HMA	2	16-Nov-26	17-Nov-26
C-S3-180-P2-910	Install Irrigation	3	28-Aug-26	01-Sep-26
C-S3-180-P2-920	FPS C&G Sidewalk	4	06-Nov-26	13-Nov-26
C-S3-180-P2-921	Cure Sidewalk	5	16-Nov-26	20-Nov-26
C-S3-180-P2-930	Construct Soil Cells/Planters - 3ea Soil Cells	6	29-Oct-26	05-Nov-26
C-S3-180-P2-950	Finish Activities Ready to Switch to Phase 3 (Includes Security Fencing of Station)	8	31-Dec-26	12-Jan-27
C-S3-180-P2-B17-603	FRP Bus Pad - EB Elm Station	3	02-Nov-26	04-Nov-26
C-S3-180-P2-B17-922	Cure Bus Pad - EB Elm Station	5	05-Nov-26	13-Nov-26
C-S3-180-P2-B18-500	Structural Excavation at Bus Station - WB Elm Station	2	17-Aug-26	18-Aug-26
C-S3-180-P2-B18-505	Backfill Bus Station - WB Elm Station	1	15-Oct-26	15-Oct-26
C-S3-180-P2-B18-601	FRP Bus Station Arch Foundation - WB Elm Station	12	03-Sep-26	21-Sep-26
C-S3-180-P2-B18-605	FRP Bus Station Foundation Walls - WB Elm Station	5	07-Oct-26	13-Oct-26
C-S3-180-P2-B18-610	FRP Bus Station Platform - WB Elm Station	5	16-Oct-26	23-Oct-26
C-S3-180-P2-B18-615	FRP Bus Station Splash Guard - WB Elm Station	4	26-Oct-26	30-Oct-26
C-S3-180-P2-B18-620	Erect Bus Station Arch - WB Elm Station	10	22-Sep-26	06-Oct-26
C-S3-180-P2-B18-623	Install Bus Station Canopy and Glass - WB Elm Station	8	18-Nov-26	01-Dec-26
C-S3-180-P2-B18-625	Install Bus Station Finishes - WB Elm Station	15	03-Dec-26	29-Dec-26
C-S3-180-P2-B18-640	Apply Structural Coating - WB Elm Station	2	09-Nov-26	13-Nov-26
C-S3-180-P2-B18-655	FPS Bus Station Equipment Pads - WB Elm Station	3	26-Oct-26	29-Oct-26
C-S3-180-P2-B18-922	Cure Bus Pad - WB Elm Station	5	05-Nov-26	13-Nov-26
C-S3-180-P2-B18-924	Cure Splash Guard - WB Elm Station	5	02-Nov-26	06-Nov-26
Phase 3 - Dahlia to Filbert - Block 180 - Segment 3		13	28-Jan-27	18-Feb-27
C-S3-180-P3-110	Removals	2	28-Jan-27	29-Jan-27
C-S3-180-P3-510	Grade Ready for C&G Medians	2	01-Feb-27	02-Feb-27
C-S3-180-P3-810	Patch HMA	2	12-Feb-27	16-Feb-27
C-S3-180-P3-920	FPS C&G & Medians	4	04-Feb-27	09-Feb-27
C-S3-180-P3-950	Finish Activities Ready to Switch to Phase 4	2	17-Feb-27	18-Feb-27
Phase 4 - Dahlia to Filbert - Block 180 - Segment 3		64	23-Mar-27	28-Jun-27



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Activity ID	Activity Name	Original Duration	Start	Finish
C-S3-180-P4-420	Run Electrical Fiber	2	12-Apr-27	13-Apr-27
C-S3-180-P4-660	Install BRT System Devices	5	27-May-27	03-Jun-27
C-S3-180-P4-665	Perform Pre-Installation Testing on BRT System Devices	3	04-Jun-27	08-Jun-27
C-S3-180-P4-670	Tie BRT System Devices into Network	4	09-Jun-27	14-Jun-27
C-S3-180-P4-675	Perform Post-Installation Testing on BRT System Devices	3	15-Jun-27	17-Jun-27
C-S3-180-P4-680	Commision Elm Stations BRT System Devices	5	18-Jun-27	24-Jun-27
C-S3-180-P4-800	Mill & Overlay	3	06-Apr-27	09-Apr-27
C-S3-180-P4-820	Install Signals	4	12-Apr-27	16-Apr-27
C-S3-180-P4-830	Install Permanent Signs	7	30-Apr-27	11-May-27
C-S3-180-P4-840	Install Permanent Striping	7	30-Apr-27	11-May-27
C-S3-180-P4-850	Finish for Substantial Completion	2	25-Jun-27	28-Jun-27
C-S3-180-P4-915	Install Trees (13ea)	3	23-Mar-27	25-Mar-27
Block 190 - Filbert to Grape		380	17-Sep-25	25-May-27
Phase 1 - Filbert to Grape - Block 190 - Segment 3		55	17-Sep-25	16-Dec-25
C-S3-190-P1-110	Removals - Asphalt Mat Sidewalk Concrete Paving Etc	2	23-Sep-25	24-Sep-25
C-S3-190-P1-405	Install Electric FO Conduit Mainline	3	23-Sep-25	25-Sep-25
C-S3-190-P1-410	Install Electric	4	03-Oct-25	09-Oct-25
C-S3-190-P1-415	Install Electrical Finishes - Lights Pedestals etc (Does not include Signals)	4	01-Dec-25	05-Dec-25
C-S3-190-P1-510	Grade Ready for C&G Sidewalk and Soil Cell	20	10-Oct-25	13-Nov-25
C-S3-190-P1-600	Relocate Bus Station from Exisiting - Glencoe	2	17-Sep-25	18-Sep-25
C-S3-190-P1-810	Patch HMA	2	01-Dec-25	04-Dec-25
C-S3-190-P1-910	Install Irrigation	6	25-Sep-25	02-Oct-25
C-S3-190-P1-920	FPS C&G Sidewalk	3	24-Nov-25	26-Nov-25
C-S3-190-P1-921	Cure Sidewalk	5	01-Dec-25	08-Dec-25
C-S3-190-P1-930	Construct Soil Cells/Planters - 4ea Soil Cells	6	14-Nov-25	21-Nov-25
C-S3-190-P1-950	Finish Activities Ready to Switch to Phase 2	5	09-Dec-25	16-Dec-25
Phase 2 - Filbert to Grape - Block 190 - Segment 3		40	17-Aug-26	13-Oct-26
C-S3-190-P2-110	Removals - Asphalt Mat Sidewalk Concrete Paving Etc	3	20-Aug-26	24-Aug-26
C-S3-190-P2-310	Install Storm Sewer - E23 & E49	4	25-Aug-26	28-Aug-26
C-S3-190-P2-410	Install Electric	2	04-Sep-26	08-Sep-26
C-S3-190-P2-415	Install Electrical Finishes - Lights Pedestals etc (Does not include Signals)	5	01-Oct-26	08-Oct-26
C-S3-190-P2-510	Grade Ready for C&G Sidewalk and Soil Cell	6	09-Sep-26	16-Sep-26
C-S3-190-P2-600	Relocate Bus Station from Existing - Hudson	2	17-Aug-26	18-Aug-26
C-S3-190-P2-810	Patch HMA	2	01-Oct-26	02-Oct-26
C-S3-190-P2-910	Install Irrigation	4	31-Aug-26	03-Sep-26
C-S3-190-P2-920	FPS C&G Sidewalk	4	25-Sep-26	30-Sep-26
C-S3-190-P2-921	Cure Sidewalk	5	01-Oct-26	08-Oct-26
C-S3-190-P2-930	Construct Soil Cells/Planters - 4ea Soil Cells	6	17-Sep-26	24-Sep-26
C-S3-190-P2-950	Finish Activities Ready to Switch to Phase 3	3	09-Oct-26	13-Oct-26
Phase 3 - Filbert to Grape - Block 190 - Segment 3		15	01-Feb-27	25-Feb-27
C-S3-190-P3-110	Removals	2	01-Feb-27	02-Feb-27
C-S3-190-P3-130	Removals - Streetcar Tracks	2	01-Feb-27	02-Feb-27
C-S3-190-P3-510	Grade Ready for C&G Medians	2	08-Feb-27	09-Feb-27
C-S3-190-P3-810	Patch HMA	2	19-Feb-27	22-Feb-27
C-S3-190-P3-910	Install Irrigation	2	04-Feb-27	05-Feb-27
C-S3-190-P3-920	FPS C&G Medians	4	11-Feb-27	17-Feb-27
C-S3-190-P3-950	Finish Activities Ready to Switch to Phase 4	2	23-Feb-27	25-Feb-27



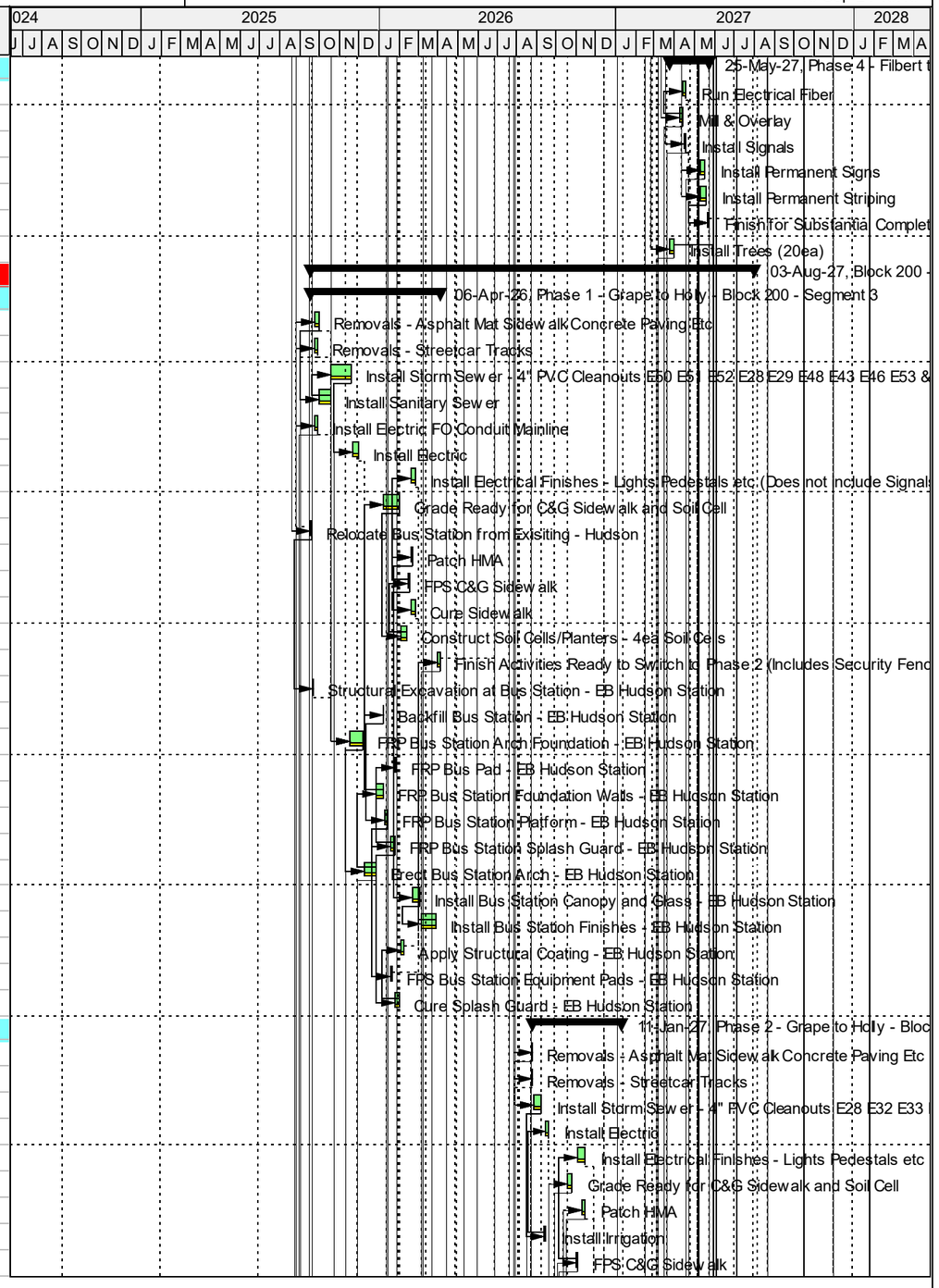
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Actual Work | Critical Remaining Work | Summary

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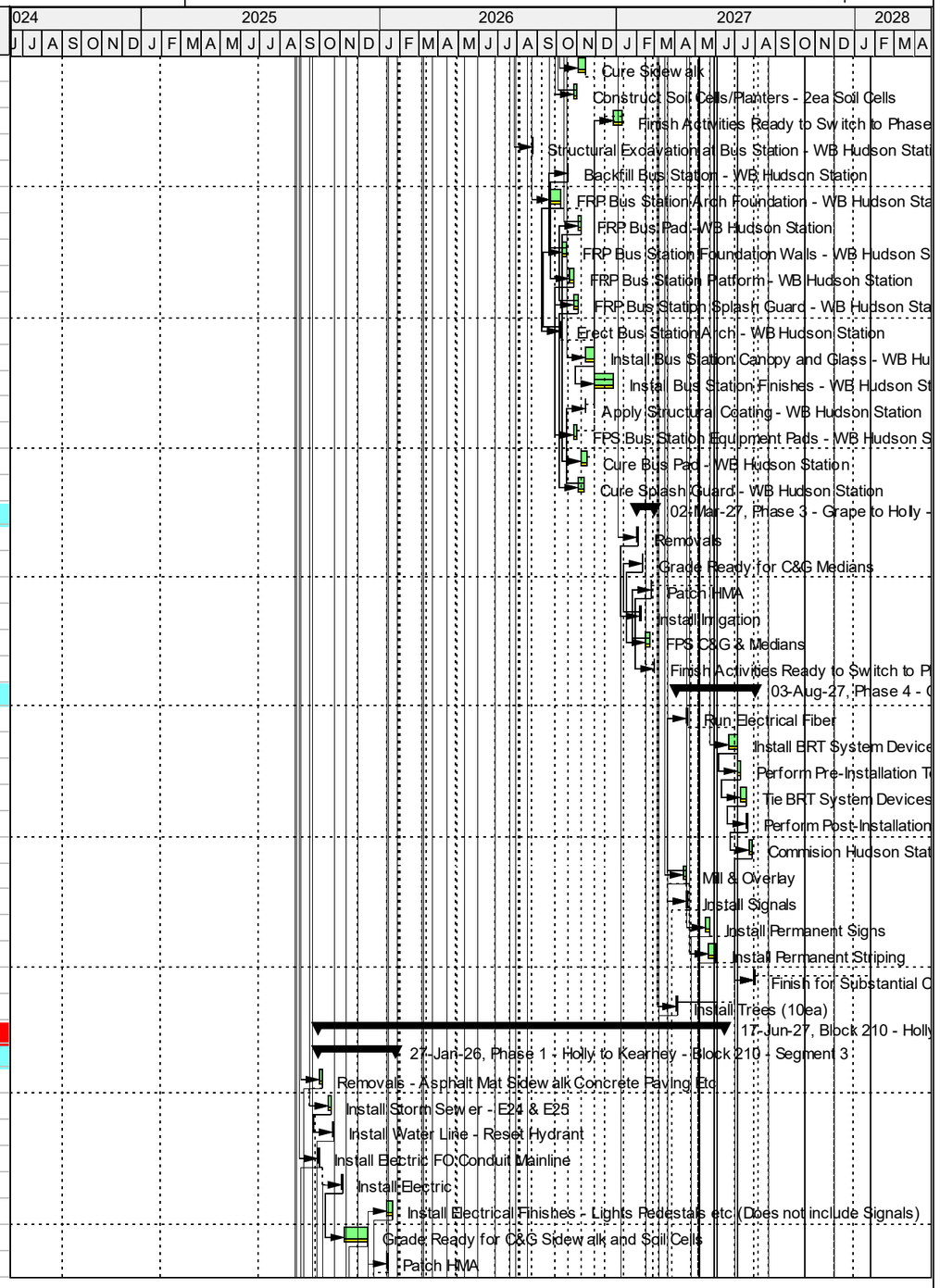
Activity ID	Activity Name	Original Duration	Start	Finish
Phase 4 - Filbert to Grape - Block 190 - Segment 3		38	26-Mar-27	25-May-27
C-S3-190-P4-420	Run Electrical Fiber	2	16-Apr-27	19-Apr-27
C-S3-190-P4-800	Mill & Overlay	3	12-Apr-27	15-Apr-27
C-S3-190-P4-820	Install Signals	2	19-Apr-27	20-Apr-27
C-S3-190-P4-830	Install Permanent Signs	5	12-May-27	18-May-27
C-S3-190-P4-840	Install Permanent Striping	7	13-May-27	21-May-27
C-S3-190-P4-850	Finish for Substantial Completion	2	24-May-27	25-May-27
C-S3-190-P4-915	Install Trees (20ea)	4	26-Mar-27	02-Apr-27
Block 200 - Grape to Holly		426	19-Sep-25	03-Aug-27
Phase 1 - Grape to Holly - Block 200 - Segment 3		116	19-Sep-25	06-Apr-26
C-S3-200-P1-110	Removals - Asphalt Mat Sidew alk Concrete Paving Etc	6	25-Sep-25	02-Oct-25
C-S3-200-P1-130	Removals - Streetcar Tracks	3	25-Sep-25	29-Sep-25
C-S3-200-P1-310	Install Storm Sew er - 4" PVC Cleanouts E50 E51 E52 E28 E29 E48 E43 E46 E53 & E47	20	21-Oct-25	21-Nov-25
C-S3-200-P1-350	Install Sanitary Sew er	10	03-Oct-25	20-Oct-25
C-S3-200-P1-405	Install Electric FO Conduit Mainline	2	26-Sep-25	29-Sep-25
C-S3-200-P1-410	Install Electric	5	24-Nov-25	02-Dec-25
C-S3-200-P1-415	Install Electrical Finishes - Lights Pedestals etc (Does not include Signals)	4	20-Feb-26	26-Feb-26
C-S3-200-P1-510	Grade Ready for C&G Sidew alk and Soil Cell	15	09-Jan-26	03-Feb-26
C-S3-200-P1-600	Relocate Bus Station from Exisiting - Hudson	2	19-Sep-25	22-Sep-25
C-S3-200-P1-810	Patch HMA	2	20-Feb-26	23-Feb-26
C-S3-200-P1-920	FPS C&G Sidew alk	3	17-Feb-26	19-Feb-26
C-S3-200-P1-921	Cure Sidew alk	5	20-Feb-26	27-Feb-26
C-S3-200-P1-930	Construct Soil Cells/Planters - 4ea Soil Cells	6	05-Feb-26	13-Feb-26
C-S3-200-P1-950	Finish Activities Ready to Sw itch to Phase 2 (Includes Security Fencing of Station)	3	02-Apr-26	06-Apr-26
C-S3-200-P1-B19-500	Structural Excavation at Bus Station - EB Hudson Station	2	23-Sep-25	24-Sep-25
C-S3-200-P1-B19-505	Backfill Bus Station - EB Hudson Station	1	09-Jan-26	09-Jan-26
C-S3-200-P1-B19-601	FRP Bus Station Arch Foundation - EB Hudson Station	12	19-Nov-25	09-Dec-25
C-S3-200-P1-B19-603	FRP Bus Pad - EB Hudson Station	3	27-Jan-26	30-Jan-26
C-S3-200-P1-B19-605	FRP Bus Station Foundation Walls - EB Hudson Station	5	30-Dec-25	08-Jan-26
C-S3-200-P1-B19-610	FRP Bus Station Platform - EB Hudson Station	5	12-Jan-26	16-Jan-26
C-S3-200-P1-B19-615	FRP Bus Station Splash Guard - EB Hudson Station	4	20-Jan-26	26-Jan-26
C-S3-200-P1-B19-620	Erect Bus Station Arch - EB Hudson Station	10	11-Dec-25	29-Dec-25
C-S3-200-P1-B19-623	Install Bus Station Canopy and Glass - EB Hudson Station	8	24-Feb-26	06-Mar-26
C-S3-200-P1-B19-625	Install Bus Station Finishes - EB Hudson Station	15	09-Mar-26	30-Mar-26
C-S3-200-P1-B19-640	Apply Structural Coating - EB Hudson Station	2	06-Feb-26	09-Feb-26
C-S3-200-P1-B19-655	FPS Bus Station Equipment Pads - EB Hudson Station	3	20-Jan-26	23-Jan-26
C-S3-200-P1-B19-924	Cure Splash Guard - EB Hudson Station	5	27-Jan-26	03-Feb-26
Phase 2 - Grape to Holly - Block 200 - Segment 3		84	25-Aug-26	11-Jan-27
C-S3-200-P2-110	Removals - Asphalt Mat Sidew alk Concrete Paving Etc	2	25-Aug-26	26-Aug-26
C-S3-200-P2-130	Removals - Streetcar Tracks	2	25-Aug-26	26-Aug-26
C-S3-200-P2-310	Install Storm Sew er - 4" PVC Cleanouts E28 E32 E33 E45 & E49	10	28-Aug-26	11-Sep-26
C-S3-200-P2-410	Install Electric	4	17-Sep-26	22-Sep-26
C-S3-200-P2-415	Install Electrical Finishes - Lights Pedestals etc (Does not include Signals)	5	06-Nov-26	16-Nov-26
C-S3-200-P2-510	Grade Ready for C&G Sidew alk and Soil Cell	5	20-Oct-26	27-Oct-26
C-S3-200-P2-810	Patch HMA	2	13-Nov-26	16-Nov-26
C-S3-200-P2-910	Install Irrigation	3	14-Sep-26	16-Sep-26
C-S3-200-P2-920	FPS C&G Sidew alk	3	03-Nov-26	05-Nov-26



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Activity ID	Activity Name	Original Duration	Start	Finish
C-S3-200-P2-921	Cure Sidew alk	5	06-Nov-26	16-Nov-26
C-S3-200-P2-930	Construct Soil Cells/Planters - 2ea Soil Cells	3	29-Oct-26	02-Nov-26
C-S3-200-P2-950	Finish Activities Ready to Sw itch to Phase 3 (Includes Security Fencing of Station)	8	29-Dec-26	11-Jan-27
C-S3-200-P2-B20-500	Structural Excavation at Bus Station - WB Hudson Station	2	25-Aug-26	26-Aug-26
C-S3-200-P2-B20-505	Backfill Bus Station - WB Hudson Station	1	20-Oct-26	20-Oct-26
C-S3-200-P2-B20-601	FRP Bus Station Arch Foundation - WB Hudson Station	12	22-Sep-26	08-Oct-26
C-S3-200-P2-B20-603	FRP Bus Pad -WB Hudson Station	3	05-Nov-26	09-Nov-26
C-S3-200-P2-B20-605	FRP Bus Station Foundation Walls - WB Hudson Station	5	12-Oct-26	19-Oct-26
C-S3-200-P2-B20-610	FRP Bus Station Platform - WB Hudson Station	5	22-Oct-26	29-Oct-26
C-S3-200-P2-B20-615	FRP Bus Station Splash Guard - WB Hudson Station	4	30-Oct-26	04-Nov-26
C-S3-200-P2-B20-620	Erect Bus Station Arch - WB Hudson Station	1	09-Oct-26	09-Oct-26
C-S3-200-P2-B20-623	Install Bus Station Canopy and Glass - WB Hudson Station	8	17-Nov-26	30-Nov-26
C-S3-200-P2-B20-625	Install Bus Station Finishes - WB Hudson Station	15	01-Dec-26	28-Dec-26
C-S3-200-P2-B20-640	Apply Structural Coating - WB Hudson Station	2	16-Nov-26	17-Nov-26
C-S3-200-P2-B20-655	FPS Bus Station Equipment Pads - WB Hudson Station	3	30-Oct-26	03-Nov-26
C-S3-200-P2-B20-922	Cure Bus Pad - WB Hudson Station	5	10-Nov-26	18-Nov-26
C-S3-200-P2-B20-924	Cure Splash Guard - WB Hudson Station	5	05-Nov-26	13-Nov-26
Phase 3 - Grape to Holly - Block 200 - Segment 3		16	04-Feb-27	02-Mar-27
C-S3-200-P3-110	Removals	2	04-Feb-27	05-Feb-27
C-S3-200-P3-510	Grade Ready for C&G Medians	2	11-Feb-27	12-Feb-27
C-S3-200-P3-810	Patch HMA	2	25-Feb-27	26-Feb-27
C-S3-200-P3-910	Install Irrigation	2	08-Feb-27	09-Feb-27
C-S3-200-P3-920	FPS C&G & Medians	6	16-Feb-27	23-Feb-27
C-S3-200-P3-950	Finish Activities Ready to Sw itch to Phase 4	2	01-Mar-27	02-Mar-27
Phase 4 - Grape to Holly - Block 200 - Segment 3		82	05-Apr-27	03-Aug-27
C-S3-200-P4-420	Run Electrical Fiber	2	20-Apr-27	21-Apr-27
C-S3-200-P4-660	Install BRT System Devices	8	25-Jun-27	07-Jul-27
C-S3-200-P4-665	Perform Pre-Installation Testing on BRT System Devices	3	08-Jul-27	12-Jul-27
C-S3-200-P4-670	Tie BRT System Devices into Netw ork	6	13-Jul-27	20-Jul-27
C-S3-200-P4-675	Perform Post-Installation Testing on BRT System Devices	3	21-Jul-27	23-Jul-27
C-S3-200-P4-680	Commision Hudson Stations BRT System Devices	5	26-Jul-27	30-Jul-27
C-S3-200-P4-800	Mill & Overlay	2	16-Apr-27	19-Apr-27
C-S3-200-P4-820	Install Signals	3	21-Apr-27	23-Apr-27
C-S3-200-P4-830	Install Permanent Signs	5	19-May-27	25-May-27
C-S3-200-P4-840	Install Permanent Striping	8	24-May-27	04-Jun-27
C-S3-200-P4-850	Finish for Substantial Completion	2	02-Aug-27	03-Aug-27
C-S3-200-P4-915	Install Trees (10ea)	2	05-Apr-27	06-Apr-27
Block 210 - Holly to Kearney		387	30-Sep-25	17-Jun-27
Phase 1 - Holly to Kearney - Block 210 - Segment 3		68	30-Sep-25	27-Jan-26
C-S3-210-P1-110	Removals - Asphalt Mat Sidew alk Concrete Paving Etc	2	03-Oct-25	07-Oct-25
C-S3-210-P1-310	Install Storm Sew er - E24 & E25	4	16-Oct-25	21-Oct-25
C-S3-210-P1-330	Install Water Line - Reset Hydrant	2	23-Oct-25	24-Oct-25
C-S3-210-P1-405	Install Electric FO Conduit Mainline	3	30-Sep-25	02-Oct-25
C-S3-210-P1-410	Install Electric	4	04-Nov-25	07-Nov-25
C-S3-210-P1-415	Install Electrical Finishes - Lights Pedestals etc (Does not include Signals)	5	14-Jan-26	22-Jan-26
C-S3-210-P1-510	Grade Ready for C&G Sidew alk and Soil Cells	20	10-Nov-25	15-Dec-25
C-S3-210-P1-810	Patch HMA	2	14-Jan-26	15-Jan-26



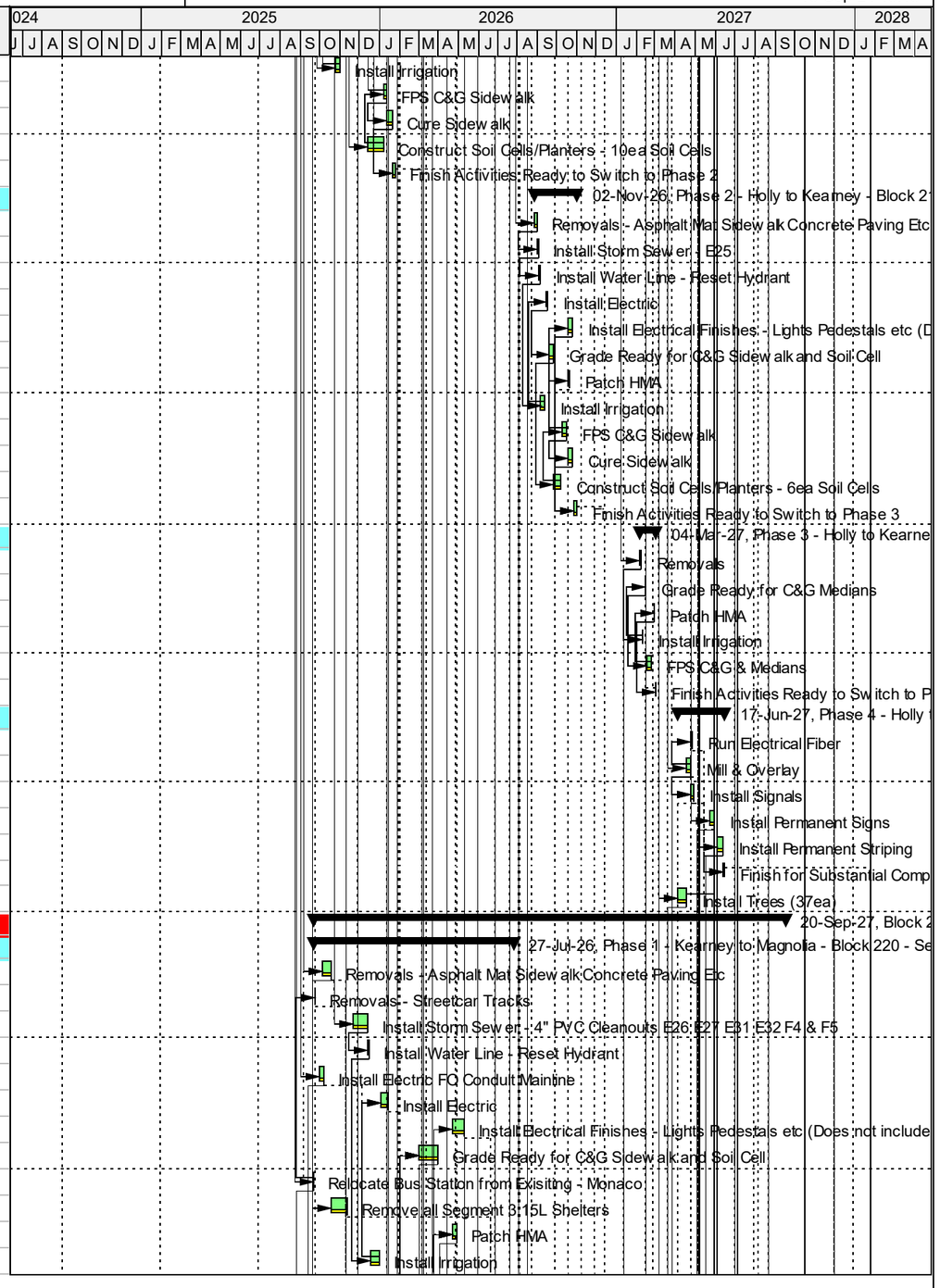
Primary Baseline | Remaining Work | Milestone
Actual Work | Critical Remaining Work | Summary

TASK filter: All Activities

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Activity ID	Activity Name	Original Duration	Start	Finish
C-S3-210-P1-910	Install Irrigation	5	27-Oct-25	03-Nov-25
C-S3-210-P1-920	FPS C&G Sidew alk	3	09-Jan-26	13-Jan-26
C-S3-210-P1-921	Cure Sidew alk	5	14-Jan-26	22-Jan-26
C-S3-210-P1-930	Construct Soil Cells/Planters - 10ea Soil Cells	12	16-Dec-25	08-Jan-26
C-S3-210-P1-950	Finish Activities Ready to Sw itch to Phase 2	3	23-Jan-26	27-Jan-26
Phase 2 - Holly to Kearney - Block 210 - Segment 3		43	27-Aug-26	02-Nov-26
C-S3-210-P2-110	Removals - Asphalt Mat Sidew alk Concrete Paving Etc	3	27-Aug-26	31-Aug-26
C-S3-210-P2-310	Install Storm Sew er - E25	3	01-Sep-26	03-Sep-26
C-S3-210-P2-330	Install Water Line - Reset Hydrant	2	04-Sep-26	08-Sep-26
C-S3-210-P2-410	Install Electric	3	16-Sep-26	18-Sep-26
C-S3-210-P2-415	Install Electrical Finishes - Lights Pedestals etc (Does not include Signals)	5	20-Oct-26	27-Oct-26
C-S3-210-P2-510	Grade Ready for C&G Sidew alk and Soil Cell	6	21-Sep-26	28-Sep-26
C-S3-210-P2-810	Patch HMA	2	20-Oct-26	22-Oct-26
C-S3-210-P2-910	Install Irrigation	5	09-Sep-26	15-Sep-26
C-S3-210-P2-920	FPS C&G Sidew alk	5	12-Oct-26	19-Oct-26
C-S3-210-P2-921	Cure Sidew alk	5	20-Oct-26	27-Oct-26
C-S3-210-P2-930	Construct Soil Cells/Planters - 6ea Soil Cells	8	29-Sep-26	09-Oct-26
C-S3-210-P2-950	Finish Activities Ready to Sw itch to Phase 3	3	29-Oct-26	02-Nov-26
Phase 3 - Holly to Kearney - Block 210 - Segment 3		16	08-Feb-27	04-Mar-27
C-S3-210-P3-110	Removals	2	08-Feb-27	09-Feb-27
C-S3-210-P3-510	Grade Ready for C&G Medians	2	16-Feb-27	17-Feb-27
C-S3-210-P3-810	Patch HMA	2	01-Mar-27	02-Mar-27
C-S3-210-P3-910	Install Irrigation	2	11-Feb-27	12-Feb-27
C-S3-210-P3-920	FPS C&G & Medians	6	18-Feb-27	26-Feb-27
C-S3-210-P3-950	Finish Activities Ready to Sw itch to Phase 4	2	03-Mar-27	04-Mar-27
Phase 4 - Holly to Kearney - Block 210 - Segment 3		48	07-Apr-27	17-Jun-27
C-S3-210-P4-420	Run Electrical Fiber	2	27-Apr-27	29-Apr-27
C-S3-210-P4-800	Mill & Overlay	4	20-Apr-27	26-Apr-27
C-S3-210-P4-820	Install Signals	3	27-Apr-27	30-Apr-27
C-S3-210-P4-830	Install Permanent Signs	5	26-May-27	02-Jun-27
C-S3-210-P4-840	Install Permanent Striping	7	07-Jun-27	15-Jun-27
C-S3-210-P4-850	Finish for Substantial Completion	2	16-Jun-27	17-Jun-27
C-S3-210-P4-915	Install Trees (37ea)	8	07-Apr-27	19-Apr-27
Block 220 - Kearney to Magnolia		457	23-Sep-25	20-Sep-27
Phase 1 - Kearney to Magnolia - Block 220 - Segment 3		189	23-Sep-25	27-Jul-26
C-S3-220-P1-110	Removals - Asphalt Mat Sidew alk Concrete Paving Etc	8	08-Oct-25	20-Oct-25
C-S3-220-P1-130	Removals - Streetcar Tracks	2	25-Sep-25	26-Sep-25
C-S3-220-P1-310	Install Storm Sew er - 4" PVC Cleanouts E26 E27 E31 E32 F4 & F5	12	24-Nov-25	15-Dec-25
C-S3-220-P1-330	Install Water Line - Reset Hydrant	2	16-Dec-25	18-Dec-25
C-S3-220-P1-405	Install Electric FO Conduit Mainline	5	03-Oct-25	10-Oct-25
C-S3-220-P1-410	Install Electric	8	05-Jan-26	15-Jan-26
C-S3-220-P1-415	Install Electrical Finishes - Lights Pedestals etc (Does not include Signals)	10	24-Apr-26	11-May-26
C-S3-220-P1-510	Grade Ready for C&G Sidew alk and Soil Cell	20	03-Mar-26	02-Apr-26
C-S3-220-P1-600	Relocate Bus Station from Exisiting - Monaco	2	23-Sep-25	24-Sep-25
C-S3-220-P1-690	Remove all Segment 3 15L Shelters	15	20-Oct-25	13-Nov-25
C-S3-220-P1-810	Patch HMA	5	24-Apr-26	01-May-26
C-S3-220-P1-910	Install Irrigation	7	19-Dec-25	02-Jan-26



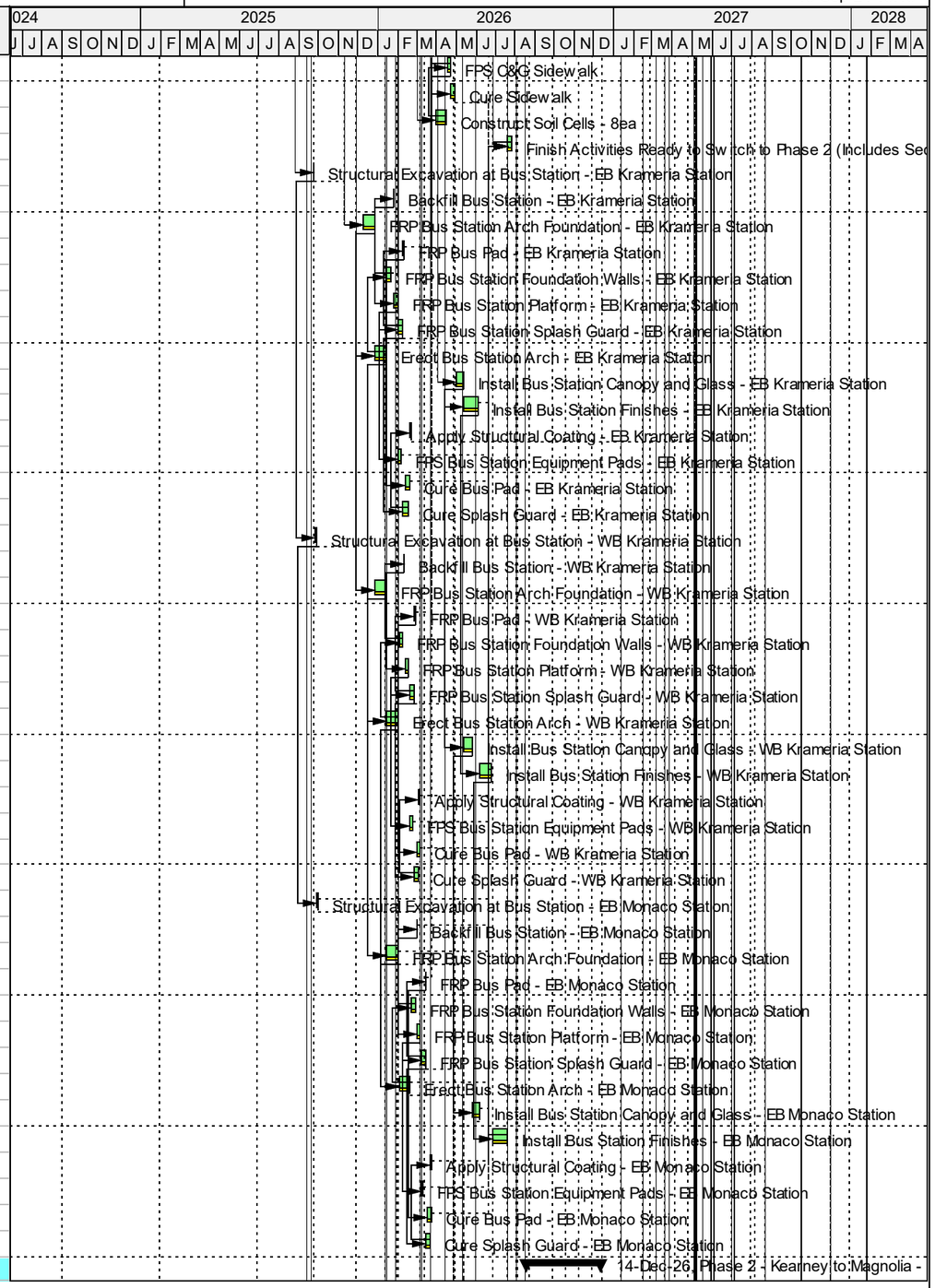
Primary Baseline | Remaining Work | Milestone
Actual Work | Critical Remaining Work | Summary

TASK filter: All Activities

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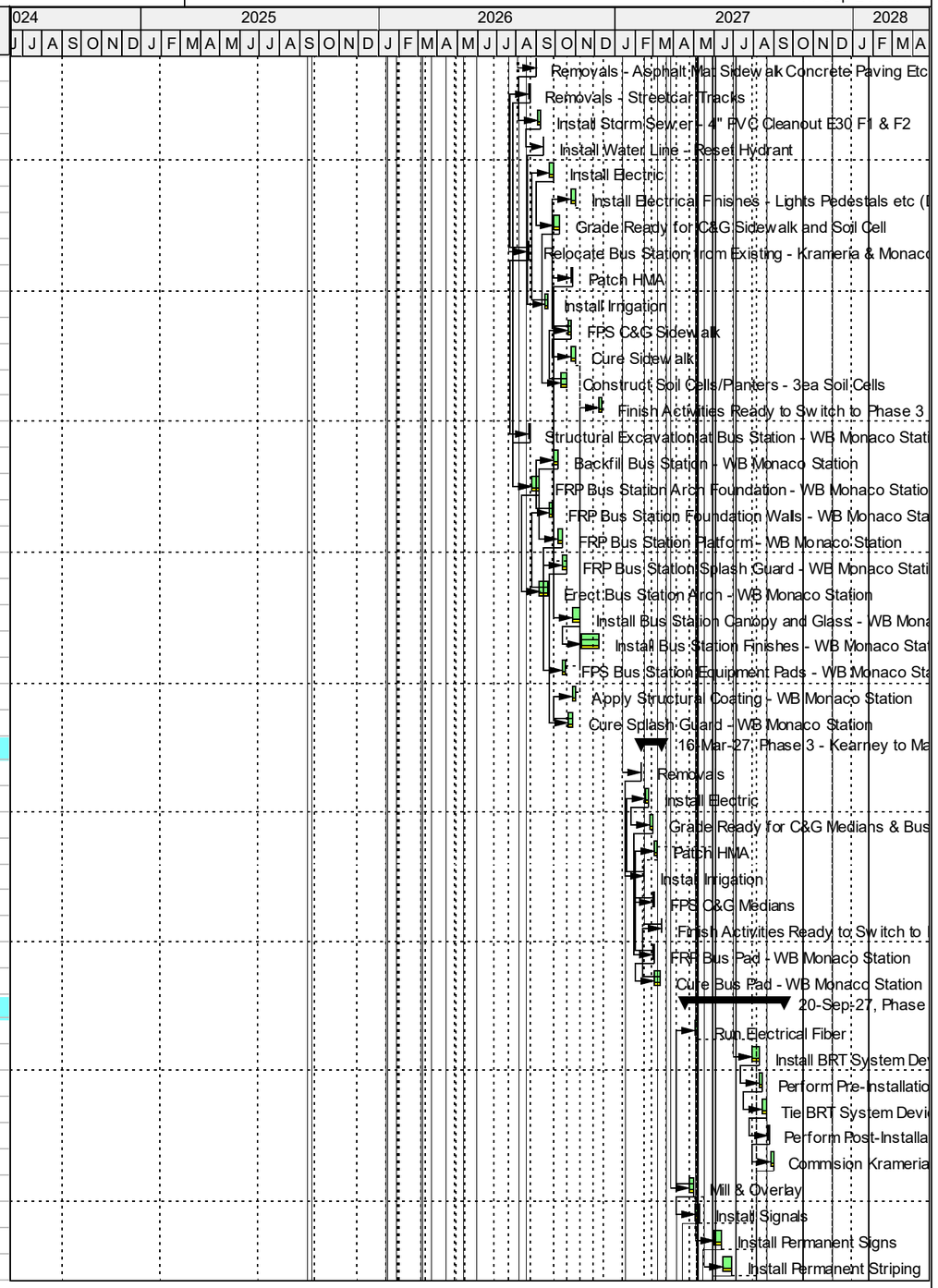
Activity ID	Activity Name	Original Duration	Start	Finish
C-S3-220-P1-920	FPS C&G Sidew alk	4	20-Apr-26	23-Apr-26
C-S3-220-P1-921	Cure Sidew alk	5	24-Apr-26	01-May-26
C-S3-220-P1-930	Construct Soil Cells - 8ea	10	03-Apr-26	17-Apr-26
C-S3-220-P1-950	Finish Activities Ready to Sw itch to Phase 2 (Includes Security Fencing of Stations)	5	21-Jul-26	27-Jul-26
C-S3-220-P1-B21-500	Structural Excavation at Bus Station - EB Krameria Station	2	25-Sep-25	26-Sep-25
C-S3-220-P1-B21-505	Backfill Bus Station - EB Krameria Station	1	26-Jan-26	26-Jan-26
C-S3-220-P1-B21-601	FRP Bus Station Arch Foundation - EB Krameria Station	10	11-Dec-25	29-Dec-25
C-S3-220-P1-B21-603	FRP Bus Pad - EB Krameria Station	2	10-Feb-26	12-Feb-26
C-S3-220-P1-B21-605	FRP Bus Station Foundation Walls - EB Krameria Station	4	16-Jan-26	23-Jan-26
C-S3-220-P1-B21-610	FRP Bus Station Platform - EB Krameria Station	4	27-Jan-26	02-Feb-26
C-S3-220-P1-B21-615	FRP Bus Station Splash Guard - EB Krameria Station	4	03-Feb-26	09-Feb-26
C-S3-220-P1-B21-620	Erect Bus Station Arch - EB Krameria Station	10	30-Dec-25	15-Jan-26
C-S3-220-P1-B21-623	Install Bus Station Canopy and Glass - EB Krameria Station	8	04-May-26	14-May-26
C-S3-220-P1-B21-625	Install Bus Station Finishes - EB Krameria Station	15	15-May-26	05-Jun-26
C-S3-220-P1-B21-640	Apply Structural Coating - EB Krameria Station	2	20-Feb-26	23-Feb-26
C-S3-220-P1-B21-655	FPS Bus Station Equipment Pads - EB Krameria Station	3	03-Feb-26	06-Feb-26
C-S3-220-P1-B21-922	Cure Bus Pad - EB Krameria Station	5	13-Feb-26	20-Feb-26
C-S3-220-P1-B21-924	Cure Splash Guard - EB Krameria Station	5	10-Feb-26	18-Feb-26
C-S3-220-P1-B22-500	Structural Excavation at Bus Station - WB Krameria Station	2	29-Sep-25	30-Sep-25
C-S3-220-P1-B22-505	Backfill Bus Station - WB Krameria Station	1	12-Feb-26	12-Feb-26
C-S3-220-P1-B22-601	FRP Bus Station Arch Foundation - WB Krameria Station	10	30-Dec-25	15-Jan-26
C-S3-220-P1-B22-603	FRP Bus Pad - WB Krameria Station	2	27-Feb-26	02-Mar-26
C-S3-220-P1-B22-605	FRP Bus Station Foundation Walls - WB Krameria Station	4	05-Feb-26	10-Feb-26
C-S3-220-P1-B22-610	FRP Bus Station Platform - WB Krameria Station	4	13-Feb-26	19-Feb-26
C-S3-220-P1-B22-615	FRP Bus Station Splash Guard - WB Krameria Station	4	20-Feb-26	26-Feb-26
C-S3-220-P1-B22-620	Erect Bus Station Arch - WB Krameria Station	10	16-Jan-26	03-Feb-26
C-S3-220-P1-B22-623	Install Bus Station Canopy and Glass - WB Krameria Station	8	15-May-26	27-May-26
C-S3-220-P1-B22-625	Install Bus Station Finishes - WB Krameria Station	15	08-Jun-26	26-Jun-26
C-S3-220-P1-B22-640	Apply Structural Coating - WB Krameria Station	2	06-Mar-26	09-Mar-26
C-S3-220-P1-B22-655	FPS Bus Station Equipment Pads - WB Krameria Station	3	20-Feb-26	24-Feb-26
C-S3-220-P1-B22-922	Cure Bus Pad - WB Krameria Station	5	03-Mar-26	09-Mar-26
C-S3-220-P1-B22-924	Cure Splash Guard - WB Krameria Station	5	27-Feb-26	05-Mar-26
C-S3-220-P1-B23-500	Structural Excavation at Bus Station - EB Monaco Station	2	01-Oct-25	02-Oct-25
C-S3-220-P1-B23-505	Backfill Bus Station - EB Monaco Station	1	03-Mar-26	03-Mar-26
C-S3-220-P1-B23-601	FRP Bus Station Arch Foundation - EB Monaco Station	10	16-Jan-26	03-Feb-26
C-S3-220-P1-B23-603	FRP Bus Pad - EB Monaco Station	2	17-Mar-26	18-Mar-26
C-S3-220-P1-B23-605	FRP Bus Station Foundation Walls - EB Monaco Station	5	23-Feb-26	02-Mar-26
C-S3-220-P1-B23-610	FRP Bus Station Platform - EB Monaco Station	4	04-Mar-26	09-Mar-26
C-S3-220-P1-B23-615	FRP Bus Station Splash Guard - EB Monaco Station	4	10-Mar-26	16-Mar-26
C-S3-220-P1-B23-620	Erect Bus Station Arch - EB Monaco Station	10	05-Feb-26	20-Feb-26
C-S3-220-P1-B23-623	Install Bus Station Canopy and Glass - EB Monaco Station	8	28-May-26	08-Jun-26
C-S3-220-P1-B23-625	Install Bus Station Finishes - EB Monaco Station	15	29-Jun-26	20-Jul-26
C-S3-220-P1-B23-640	Apply Structural Coating - EB Monaco Station	2	24-Mar-26	25-Mar-26
C-S3-220-P1-B23-655	FPS Bus Station Equipment Pads - EB Monaco Station	3	10-Mar-26	13-Mar-26
C-S3-220-P1-B23-922	Cure Bus Pad - EB Monaco Station	5	19-Mar-26	25-Mar-26
C-S3-220-P1-B23-924	Cure Splash Guard - EB Monaco Station	5	17-Mar-26	23-Mar-26
Phase 2 - Kearney to Magnolia - Block 220 - Segment 3		73	19-Aug-26	14-Dec-26



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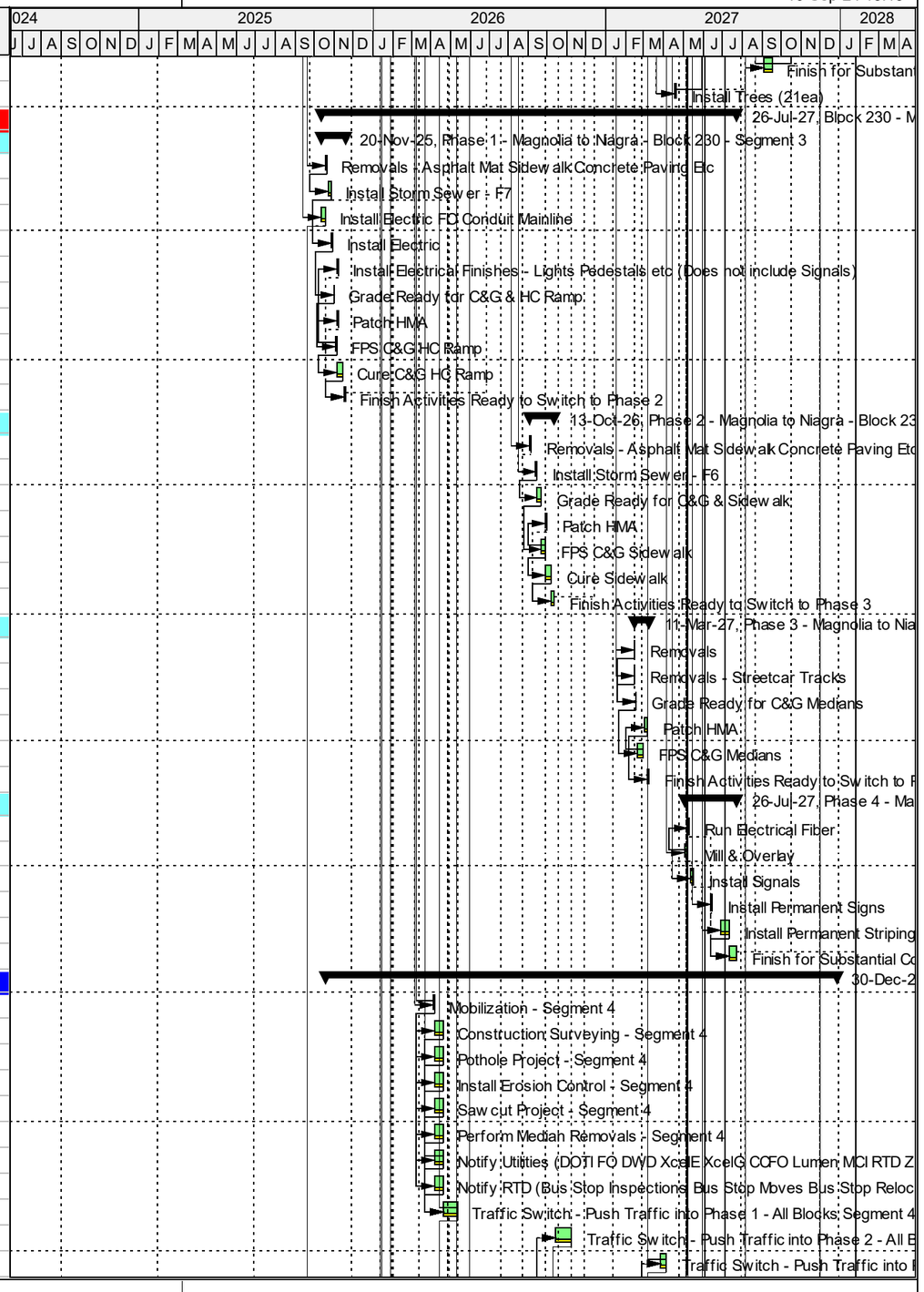
Activity ID	Activity Name	Original Duration	Start	Finish
C-S3-220-P2-110	Removals - Asphalt Mat Sidew alk Concrete Paving Etc	2	01-Sep-26	02-Sep-26
C-S3-220-P2-130	Removals - Streetcar Tracks	2	21-Aug-26	24-Aug-26
C-S3-220-P2-310	Install Storm Sew er - 4" PVC Cleanout E30 F1 & F2	6	03-Sep-26	11-Sep-26
C-S3-220-P2-330	Install Water Line - Reset Hydrant	2	14-Sep-26	15-Sep-26
C-S3-220-P2-410	Install Electric	6	23-Sep-26	30-Sep-26
C-S3-220-P2-415	Install Electrical Finishes - Lights Pedestals etc (Does not include Signals)	5	27-Oct-26	03-Nov-26
C-S3-220-P2-510	Grade Ready for C&G Sidew alk and Soil Cell	6	01-Oct-26	09-Oct-26
C-S3-220-P2-600	Relocate Bus Station from Existing - Krameria & Monaco	2	19-Aug-26	20-Aug-26
C-S3-220-P2-810	Patch HMA	2	27-Oct-26	29-Oct-26
C-S3-220-P2-910	Install Irrigation	5	16-Sep-26	22-Sep-26
C-S3-220-P2-920	FPS C&G Sidew alk	3	22-Oct-26	26-Oct-26
C-S3-220-P2-921	Cure Sidew alk	5	27-Oct-26	03-Nov-26
C-S3-220-P2-930	Construct Soil Cells/Planters - 3ea Soil Cells	6	12-Oct-26	20-Oct-26
C-S3-220-P2-950	Finish Activities Ready to Sw itch to Phase 3	3	10-Dec-26	14-Dec-26
C-S3-220-P2-B24-500	Structural Excavation at Bus Station - WB Monaco Station	2	21-Aug-26	24-Aug-26
C-S3-220-P2-B24-505	Backfill Bus Station - WB Monaco Station	5	30-Sep-26	07-Oct-26
C-S3-220-P2-B24-601	FRP Bus Station Arch Foundation - WB Monaco Station	10	25-Aug-26	08-Sep-26
C-S3-220-P2-B24-605	FRP Bus Station Foundation Walls - WB Monaco Station	5	23-Sep-26	29-Sep-26
C-S3-220-P2-B24-610	FRP Bus Station Platform - WB Monaco Station	4	08-Oct-26	13-Oct-26
C-S3-220-P2-B24-615	FRP Bus Station Splash Guard - WB Monaco Station	4	15-Oct-26	20-Oct-26
C-S3-220-P2-B24-620	Erect Bus Station Arch - WB Monaco Station	10	09-Sep-26	22-Sep-26
C-S3-220-P2-B24-623	Install Bus Station Canopy and Glass - WB Monaco Station	8	30-Oct-26	10-Nov-26
C-S3-220-P2-B24-625	Install Bus Station Finishes - WB Monaco Station	15	13-Nov-26	08-Dec-26
C-S3-220-P2-B24-655	FPS Bus Station Equipment Pads - WB Monaco Station	3	15-Oct-26	19-Oct-26
C-S3-220-P2-B24-922	Apply Structural Coating - WB Monaco Station	2	30-Oct-26	02-Nov-26
C-S3-220-P2-B24-924	Cure Splash Guard - WB Monaco Station	5	22-Oct-26	29-Oct-26
Phase 3 - Kearney to Magnolia - Block 220 - Segment 3		21	11-Feb-27	16-Mar-27
C-S3-220-P3-110	Removals	2	11-Feb-27	12-Feb-27
C-S3-220-P3-410	Install Electric	4	18-Feb-27	23-Feb-27
C-S3-220-P3-510	Grade Ready for C&G Medians & Bus Pad	3	25-Feb-27	01-Mar-27
C-S3-220-P3-810	Patch HMA	2	05-Mar-27	08-Mar-27
C-S3-220-P3-910	Install Irrigation	2	16-Feb-27	17-Feb-27
C-S3-220-P3-920	FPS C&G Medians	3	02-Mar-27	04-Mar-27
C-S3-220-P3-950	Finish Activities Ready to Sw itch to Phase 4	2	15-Mar-27	16-Mar-27
C-S3-220-P3-B24-603	FRP Bus Pad - WB Monaco Station	3	02-Mar-27	04-Mar-27
C-S3-220-P3-B24-922	Cure Bus Pad - WB Monaco Station	5	05-Mar-27	12-Mar-27
Phase 4 - Kearney to Magnolia - Block 220 - Segment 3		105	20-Apr-27	20-Sep-27
C-S3-220-P4-420	Run Electrical Fiber	4	06-May-27	11-May-27
C-S3-220-P4-660	Install BRT System Devices	8	02-Aug-27	11-Aug-27
C-S3-220-P4-665	Perform Pre-Installation Testing on BRT System Devices	3	12-Aug-27	16-Aug-27
C-S3-220-P4-670	Tie BRT System Devices into Netw ork	6	17-Aug-27	24-Aug-27
C-S3-220-P4-675	Perform Post-Installation Testing on BRT System Devices	3	25-Aug-27	27-Aug-27
C-S3-220-P4-680	Commision Krameria & Monaco Stations BRT System Devices	5	30-Aug-27	03-Sep-27
C-S3-220-P4-800	Mill & Overlay	5	27-Apr-27	04-May-27
C-S3-220-P4-820	Install Signals	6	06-May-27	13-May-27
C-S3-220-P4-830	Install Permanent Signs	8	03-Jun-27	14-Jun-27
C-S3-220-P4-840	Install Permanent Striping	10	17-Jun-27	30-Jun-27



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Activity ID	Activity Name	Original Duration	Start	Finish
C-S3-220-P4-850	Finish for Substantial Completion	10	07-Sep-27	20-Sep-27
C-S3-220-P4-915	Install Trees (21ea)	4	20-Apr-27	23-Apr-27
Block 230 - Magnolia to Niagra		405	13-Oct-25	26-Jul-27
Phase 1 - Magnolia to Niagra - Block 230 - Segment 3		24	13-Oct-25	20-Nov-25
C-S3-230-P1-110	Removals - Asphalt Mat Sidewalk Concrete Paving Etc	2	21-Oct-25	23-Oct-25
C-S3-230-P1-310	Install Storm Sewer - F7	3	24-Oct-25	28-Oct-25
C-S3-230-P1-405	Install Electric FO Conduit Mainline	5	13-Oct-25	20-Oct-25
C-S3-230-P1-410	Install Electric	2	30-Oct-25	31-Oct-25
C-S3-230-P1-415	Install Electrical Finishes - Lights Pedestals etc (Does not include Signals)	2	07-Nov-25	10-Nov-25
C-S3-230-P1-510	Grade Ready for C&G & HC Ramp	1	03-Nov-25	03-Nov-25
C-S3-230-P1-810	Patch HMA	2	07-Nov-25	10-Nov-25
C-S3-230-P1-920	FPS C&G HC Ramp	3	04-Nov-25	06-Nov-25
C-S3-230-P1-921	Cure C&G HC Ramp	5	07-Nov-25	17-Nov-25
C-S3-230-P1-950	Finish Activities Ready to Switch to Phase 2	3	18-Nov-25	20-Nov-25
Phase 2 - Magnolia to Niagra - Block 230 - Segment 3		27	03-Sep-26	13-Oct-26
C-S3-230-P2-110	Removals - Asphalt Mat Sidewalk Concrete Paving Etc	3	03-Sep-26	08-Sep-26
C-S3-230-P2-310	Install Storm Sewer - F6	3	14-Sep-26	16-Sep-26
C-S3-230-P2-510	Grade Ready for C&G & Sidewalk	5	17-Sep-26	23-Sep-26
C-S3-230-P2-810	Patch HMA	2	01-Oct-26	02-Oct-26
C-S3-230-P2-920	FPS C&G Sidewalk	5	24-Sep-26	30-Sep-26
C-S3-230-P2-921	Cure Sidewalk	5	01-Oct-26	08-Oct-26
C-S3-230-P2-950	Finish Activities Ready to Switch to Phase 3	3	09-Oct-26	13-Oct-26
Phase 3 - Magnolia to Niagra - Block 230 - Segment 3		16	16-Feb-27	11-Mar-27
C-S3-230-P3-110	Removals	2	16-Feb-27	17-Feb-27
C-S3-230-P3-130	Removals - Streetcar Tracks	2	16-Feb-27	17-Feb-27
C-S3-230-P3-510	Grade Ready for C&G Medians	2	18-Feb-27	19-Feb-27
C-S3-230-P3-810	Patch HMA	2	05-Mar-27	08-Mar-27
C-S3-230-P3-920	FPS C&G Medians	6	22-Feb-27	02-Mar-27
C-S3-230-P3-950	Finish Activities Ready to Switch to Phase 4	2	09-Mar-27	11-Mar-27
Phase 4 - Magnolia to Niagra - Block 230 - Segment 3		56	06-May-27	26-Jul-27
C-S3-230-P4-420	Run Electrical Fiber	2	11-May-27	12-May-27
C-S3-230-P4-800	Mill & Overlay	3	06-May-27	10-May-27
C-S3-230-P4-820	Install Signals	4	14-May-27	19-May-27
C-S3-230-P4-830	Install Permanent Signs	4	15-Jun-27	18-Jun-27
C-S3-230-P4-840	Install Permanent Striping	8	01-Jul-27	14-Jul-27
C-S3-230-P4-850	Finish for Substantial Completion	8	15-Jul-27	26-Jul-27
Segment 4 - Niagra to Yosemite		498	21-Oct-25	30-Dec-27
C-S4-P1-000	Mobilization - Segment 4	2	07-Apr-26	08-Apr-26
C-S4-P1-001	Construction Surveying - Segment 4	8	09-Apr-26	21-Apr-26
C-S4-P1-002	Pothole Project - Segment 4	8	09-Apr-26	21-Apr-26
C-S4-P1-003	Install Erosion Control - Segment 4	8	09-Apr-26	21-Apr-26
C-S4-P1-004	Saw cut Project - Segment 4	8	09-Apr-26	21-Apr-26
C-S4-P1-005	Perform Median Removals - Segment 4	8	09-Apr-26	21-Apr-26
C-S4-P1-006	Notify Utilities (DOTI FO DWD XcelE XcelG CCFO Lumen MCI RTD Zayo) - Segment 4	8	09-Apr-26	21-Apr-26
C-S4-P1-007	Notify RTD (Bus Stop Inspections Bus Stop Moves Bus Stop Relocations) - Segment 4	8	09-Apr-26	21-Apr-26
C-S4-P1-010	Traffic Switch - Push Traffic into Phase 1 - All Blocks Segment 4	15	22-Apr-26	14-May-26
C-S4-P2-020	Traffic Switch - Push Traffic into Phase 2 - All Blocks Segment 4	15	16-Oct-26	09-Nov-26
C-S4-P3-030	Traffic Switch - Push Traffic into Phase 3 - All Blocks Segment 4	5	29-Mar-27	06-Apr-27



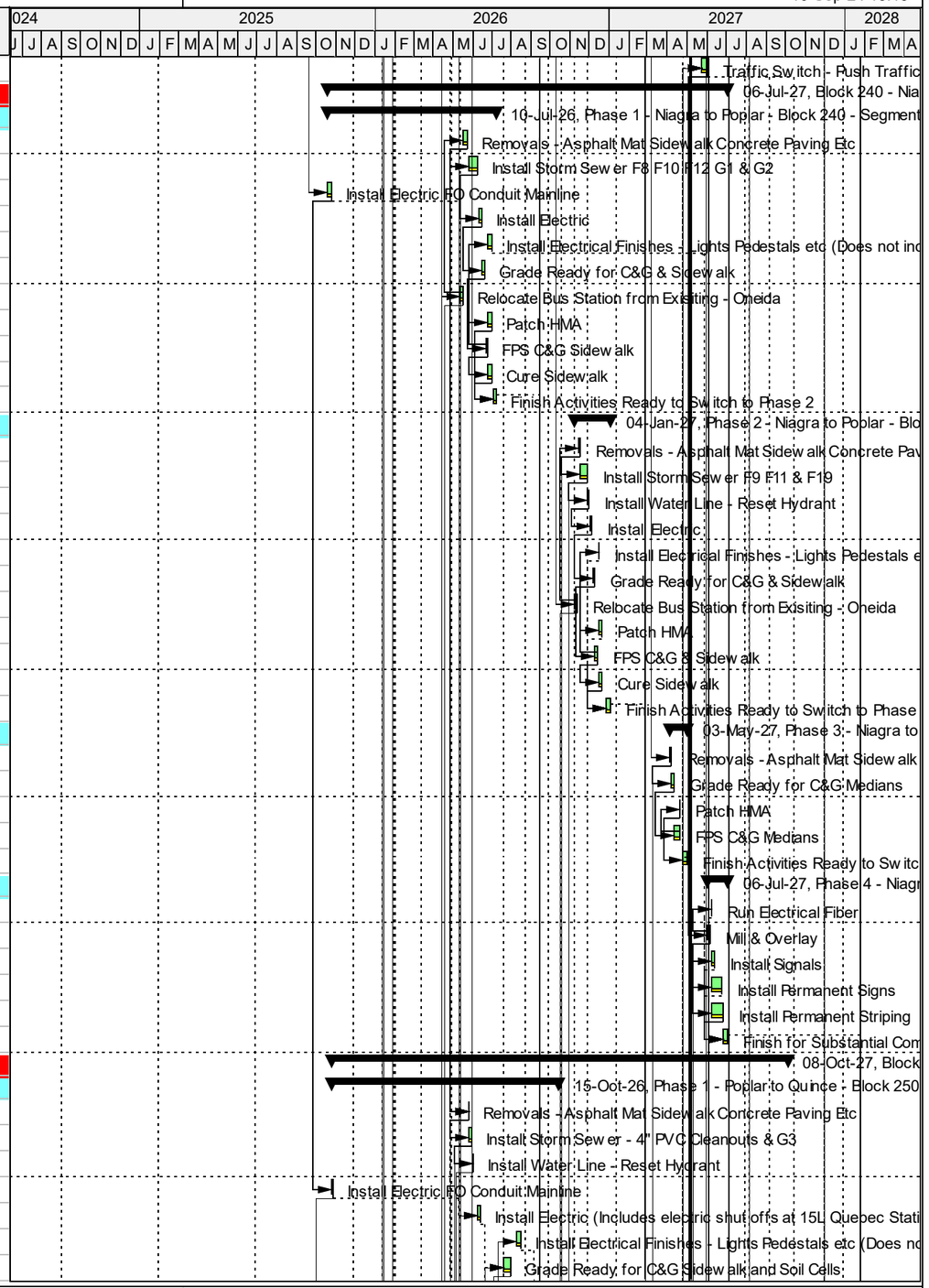
Primary Baseline | Remaining Work | Milestone
Actual Work | Critical Remaining Work | Summary

TASK filter: All Activities

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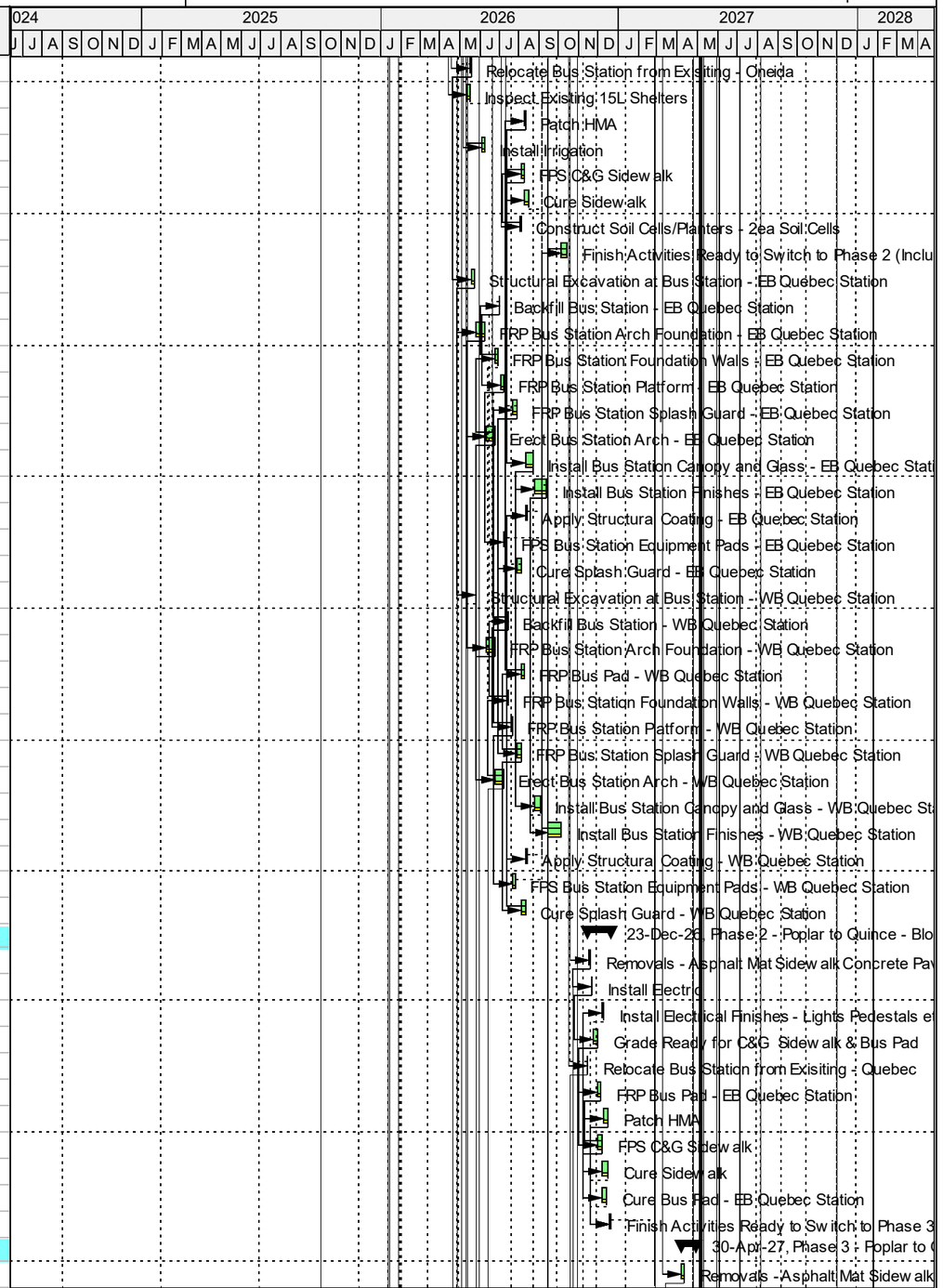
Activity ID	Activity Name	Original Duration	Start	Finish
C-S4-P4-040	Traffic Switch - Push Traffic into Perm. Alignment - All Blocks Segment 4	5	27-May-27	03-Jun-27
Block 240 - Niagra to Poplar		386	21-Oct-25	06-Jul-27
Phase 1 - Niagra to Poplar - Block 240 - Segment 4		160	21-Oct-25	10-Jul-26
C-S4-240-P1-110	Removals - Asphalt Mat Sidewalk Concrete Paving Etc	4	20-May-26	26-May-26
C-S4-240-P1-310	Install Storm Sewer F8 F10 F12 G1 & G2	12	27-May-26	11-Jun-26
C-S4-240-P1-405	Install Electric FO Conduit Mainline	4	21-Oct-25	27-Oct-25
C-S4-240-P1-410	Install Electric	3	12-Jun-26	16-Jun-26
C-S4-240-P1-415	Install Electrical Finishes - Lights Pedestals etc (Does not include Signals)	5	26-Jun-26	02-Jul-26
C-S4-240-P1-510	Grade Ready for C&G & Sidewalk	4	17-Jun-26	22-Jun-26
C-S4-240-P1-600	Relocate Bus Station from Exisiting - Oneida	3	15-May-26	19-May-26
C-S4-240-P1-810	Patch HMA	5	26-Jun-26	02-Jul-26
C-S4-240-P1-920	FPS C&G Sidewalk	3	23-Jun-26	25-Jun-26
C-S4-240-P1-921	Cure Sidewalk	5	26-Jun-26	02-Jul-26
C-S4-240-P1-950	Finish Activities Ready to Switch to Phase 2	5	06-Jul-26	10-Jul-26
Phase 2 - Niagra to Poplar - Block 240 - Segment 4		30	10-Nov-26	04-Jan-27
C-S4-240-P2-110	Removals - Asphalt Mat Sidewalk Concrete Paving Etc	3	16-Nov-26	18-Nov-26
C-S4-240-P2-310	Install Storm Sewer F9 F11 & F19	6	19-Nov-26	30-Nov-26
C-S4-240-P2-330	Install Water Line - Reset Hydrant	2	01-Dec-26	03-Dec-26
C-S4-240-P2-410	Install Electric	2	04-Dec-26	07-Dec-26
C-S4-240-P2-415	Install Electrical Finishes - Lights Pedestals etc (Does not include Signals)	2	17-Dec-26	18-Dec-26
C-S4-240-P2-510	Grade Ready for C&G & Sidewalk	2	08-Dec-26	10-Dec-26
C-S4-240-P2-600	Relocate Bus Station from Exisiting - Oneida	2	10-Nov-26	13-Nov-26
C-S4-240-P2-810	Patch HMA	2	18-Dec-26	21-Dec-26
C-S4-240-P2-920	FPS C&G & Sidewalk	3	11-Dec-26	15-Dec-26
C-S4-240-P2-921	Cure Sidewalk	5	17-Dec-26	23-Dec-26
C-S4-240-P2-950	Finish Activities Ready to Switch to Phase 3	5	28-Dec-26	04-Jan-27
Phase 3 - Niagra to Poplar - Block 240 - Segment 4		17	07-Apr-27	03-May-27
C-S4-240-P3-110	Removals - Asphalt Mat Sidewalk Concrete Paving Etc	2	07-Apr-27	08-Apr-27
C-S4-240-P3-510	Grade Ready for C&G Medians	2	09-Apr-27	12-Apr-27
C-S4-240-P3-810	Patch HMA	2	22-Apr-27	23-Apr-27
C-S4-240-P3-920	FPS C&G Medians	6	13-Apr-27	21-Apr-27
C-S4-240-P3-950	Finish Activities Ready to Switch to Phase 4	5	26-Apr-27	03-May-27
Phase 4 - Niagra to Poplar - Block 240 - Segment 4		22	04-Jun-27	06-Jul-27
C-S4-240-P4-420	Run Electrical Fiber	2	10-Jun-27	11-Jun-27
C-S4-240-P4-800	Mill & Overlay	4	04-Jun-27	09-Jun-27
C-S4-240-P4-820	Install Signals	4	10-Jun-27	15-Jun-27
C-S4-240-P4-830	Install Permanent Signs	12	10-Jun-27	25-Jun-27
C-S4-240-P4-840	Install Permanent Striping	12	10-Jun-27	28-Jun-27
C-S4-240-P4-850	Finish for Substantial Completion	5	29-Jun-27	06-Jul-27
Block 250 - Poplar to Quince		448	28-Oct-25	08-Oct-27
Phase 1 - Poplar to Quince - Block 250 - Segment 4		222	28-Oct-25	15-Oct-26
C-S4-250-P1-110	Removals - Asphalt Mat Sidewalk Concrete Paving Etc	2	27-May-26	28-May-26
C-S4-250-P1-310	Install Storm Sewer - 4" PVC Cleanouts & G3	3	29-May-26	02-Jun-26
C-S4-250-P1-330	Install Water Line - Reset Hydrant	2	03-Jun-26	04-Jun-26
C-S4-250-P1-405	Install Electric FO Conduit Mainline	2	28-Oct-25	30-Oct-25
C-S4-250-P1-410	Install Electric (Includes electric shut offs at 15L Quebec Station)	4	10-Jun-26	15-Jun-26
C-S4-250-P1-415	Install Electrical Finishes - Lights Pedestals etc (Does not include Signals)	5	11-Aug-26	17-Aug-26
C-S4-250-P1-510	Grade Ready for C&G Sidewalk and Soil Cells	10	20-Jul-26	31-Jul-26



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Activity ID	Activity Name	Original Duration	Start	Finish
C-S4-250-P1-600	Relocate Bus Station from Exisiting - Oneida	2	20-May-26	21-May-26
C-S4-250-P1-685	Inspect Existing 15L Shelters	2	15-May-26	18-May-26
C-S4-250-P1-810	Patch HMA	2	11-Aug-26	12-Aug-26
C-S4-250-P1-910	Install Irrigation	3	05-Jun-26	09-Jun-26
C-S4-250-P1-920	FPS C&G Sidew alk	3	06-Aug-26	10-Aug-26
C-S4-250-P1-921	Cure Sidew alk	5	11-Aug-26	17-Aug-26
C-S4-250-P1-930	Construct Soil Cells/Planters - 2ea Soil Cells	3	03-Aug-26	05-Aug-26
C-S4-250-P1-950	Finish Activities Ready to Sw itch to Phase 2 (Includes Security Fencing of Station)	5	08-Oct-26	15-Oct-26
C-S4-250-P1-B25-500	Structural Excavation at Bus Station - EB Quebec Station	2	22-May-26	26-May-26
C-S4-250-P1-B25-505	Backfill Bus Station - EB Quebec Station	1	02-Jul-26	02-Jul-26
C-S4-250-P1-B25-601	FRP Bus Station Arch Foundation - EB Quebec Station	10	29-May-26	11-Jun-26
C-S4-250-P1-B25-605	FRP Bus Station Foundation Walls - EB Quebec Station	4	26-Jun-26	01-Jul-26
C-S4-250-P1-B25-610	FRP Bus Station Platform - EB Quebec Station	4	06-Jul-26	09-Jul-26
C-S4-250-P1-B25-615	FRP Bus Station Splash Guard - EB Quebec Station	4	24-Jul-26	29-Jul-26
C-S4-250-P1-B25-620	Erect Bus Station Arch - EB Quebec Station	10	12-Jun-26	25-Jun-26
C-S4-250-P1-B25-623	Install Bus Station Canopy and Glass - EB Quebec Station	8	13-Aug-26	24-Aug-26
C-S4-250-P1-B25-625	Install Bus Station Finishes - EB Quebec Station	15	25-Aug-26	15-Sep-26
C-S4-250-P1-B25-640	Apply Structural Coating - EB Quebec Station	2	13-Aug-26	14-Aug-26
C-S4-250-P1-B25-655	FPS Bus Station Equipment Pads - EB Quebec Station	3	10-Jul-26	14-Jul-26
C-S4-250-P1-B25-924	Cure Splash Guard - EB Quebec Station	5	30-Jul-26	05-Aug-26
C-S4-250-P1-B26-500	Structural Excavation at Bus Station - WB Quebec Station	2	27-May-26	28-May-26
C-S4-250-P1-B26-505	Backfill Bus Station - WB Quebec Station	1	17-Jul-26	17-Jul-26
C-S4-250-P1-B26-601	FRP Bus Station Arch Foundation - WB Quebec Station	10	12-Jun-26	25-Jun-26
C-S4-250-P1-B26-603	FRP Bus Pad - WB Quebec Station	3	06-Aug-26	10-Aug-26
C-S4-250-P1-B26-605	FRP Bus Station Foundation Walls - WB Quebec Station	4	13-Jul-26	16-Jul-26
C-S4-250-P1-B26-610	FRP Bus Station Platform - WB Quebec Station	4	20-Jul-26	23-Jul-26
C-S4-250-P1-B26-615	FRP Bus Station Splash Guard - WB Quebec Station	5	30-Jul-26	05-Aug-26
C-S4-250-P1-B26-620	Erect Bus Station Arch - WB Quebec Station	10	26-Jun-26	10-Jul-26
C-S4-250-P1-B26-623	Install Bus Station Canopy and Glass - WB Quebec Station	8	25-Aug-26	03-Sep-26
C-S4-250-P1-B26-625	Install Bus Station Finishes - WB Quebec Station	15	16-Sep-26	07-Oct-26
C-S4-250-P1-B26-640	Apply Structural Coating - WB Quebec Station	2	13-Aug-26	14-Aug-26
C-S4-250-P1-B26-655	FPS Bus Station Equipment Pads - WB Quebec Station	3	24-Jul-26	28-Jul-26
C-S4-250-P1-B26-924	Cure Splash Guard - WB Quebec Station	5	06-Aug-26	12-Aug-26
Phase 2 - Poplar to Quince - Block 250 - Segment 4		23	16-Nov-26	23-Dec-26
C-S4-250-P2-110	Removals - Asphalt Mat Sidew alk Concrete Paving Etc	2	19-Nov-26	20-Nov-26
C-S4-250-P2-410	Install Electric	2	23-Nov-26	24-Nov-26
C-S4-250-P2-415	Install Electrical Finishes - Lights Pedestals etc (Does not include Signals)	2	10-Dec-26	11-Dec-26
C-S4-250-P2-510	Grade Ready for C&G Sidew alk & Bus Pad	3	25-Nov-26	01-Dec-26
C-S4-250-P2-600	Relocate Bus Station from Exisiting - Quebec	2	16-Nov-26	17-Nov-26
C-S4-250-P2-603	FRP Bus Pad - EB Quebec Station	3	03-Dec-26	07-Dec-26
C-S4-250-P2-810	Patch HMA	3	11-Dec-26	18-Dec-26
C-S4-250-P2-920	FPS C&G Sidew alk	4	03-Dec-26	08-Dec-26
C-S4-250-P2-921	Cure Sidew alk	5	10-Dec-26	17-Dec-26
C-S4-250-P2-922	Cure Bus Pad - EB Quebec Station	5	08-Dec-26	15-Dec-26
C-S4-250-P2-950	Finish Activities Ready to Sw itch to Phase 3	3	21-Dec-26	23-Dec-26
Phase 3 - Poplar to Quince - Block 250 - Segment 4		14	09-Apr-27	30-Apr-27
C-S4-250-P3-110	Removals - Asphalt Mat Sidew alk Concrete Paving	2	09-Apr-27	12-Apr-27



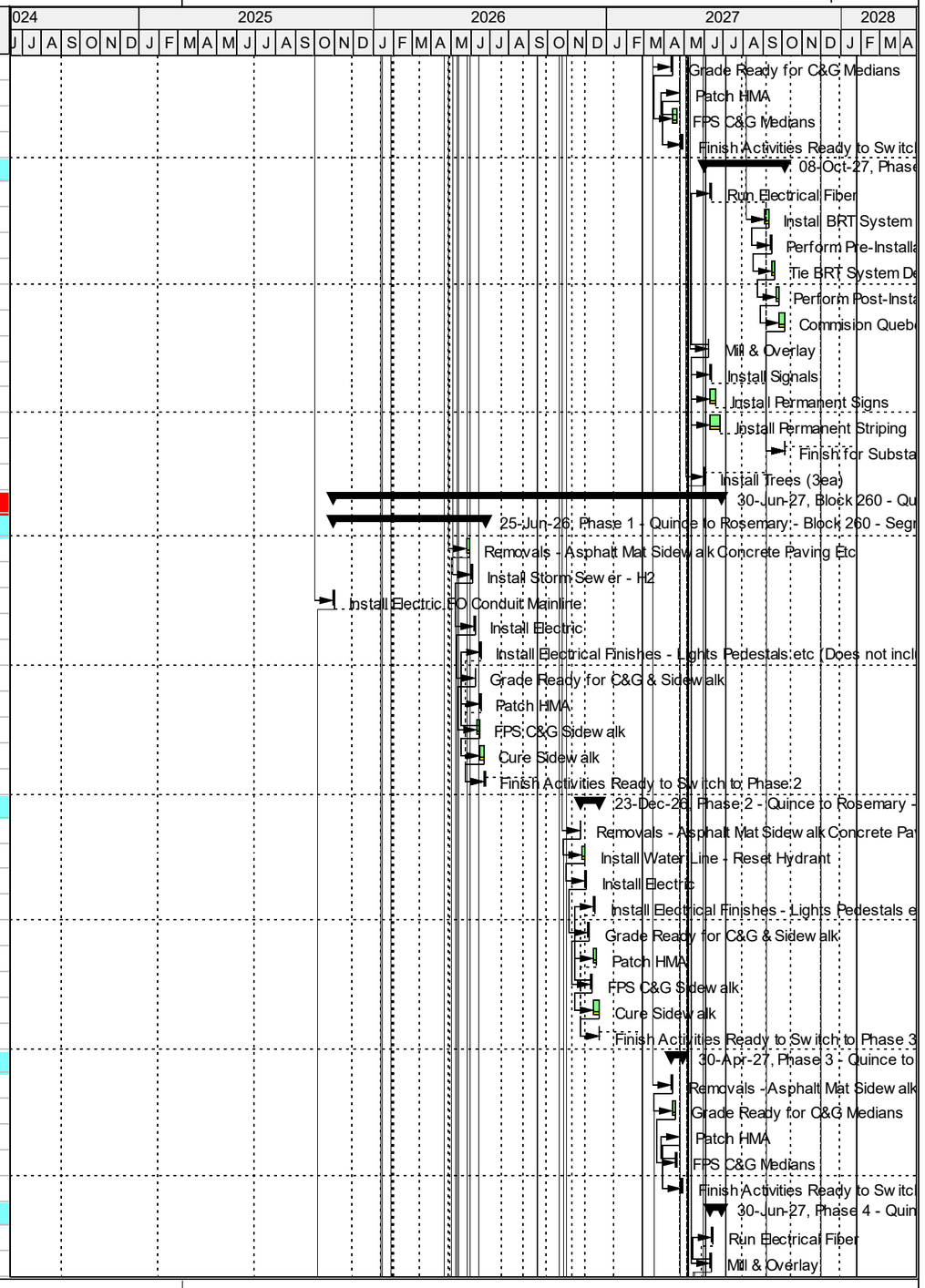
Primary Baseline | Remaining Work | Milestone
Actual Work | Critical Remaining Work | Summary

TASK filter: All Activities

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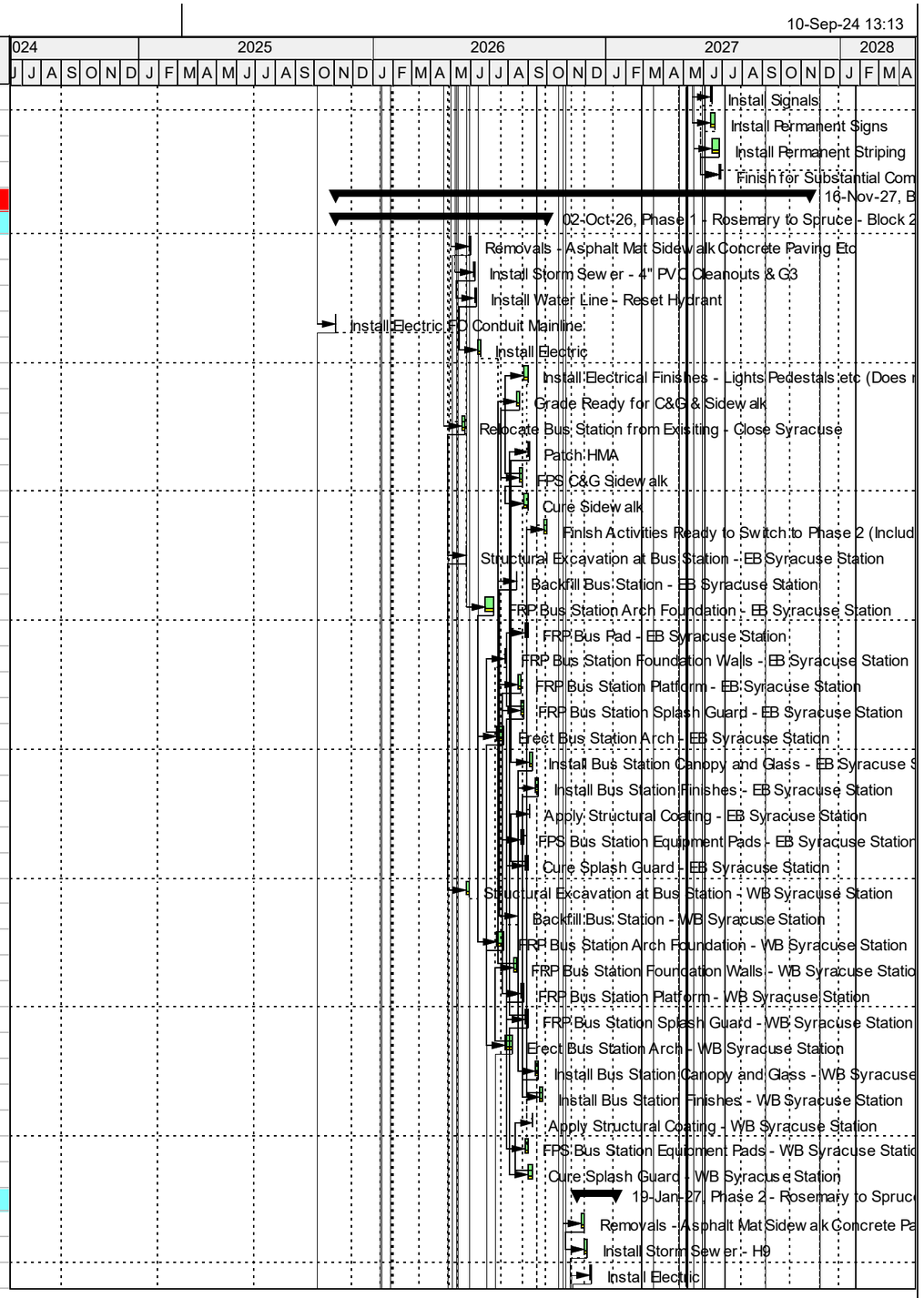
Activity ID	Activity Name	Original Duration	Start	Finish
C-S4-250-P3-510	Grade Ready for C&G Medians	2	13-Apr-27	15-Apr-27
C-S4-250-P3-810	Patch HMA	2	26-Apr-27	27-Apr-27
C-S4-250-P3-920	FPS C&G Medians	6	16-Apr-27	23-Apr-27
C-S4-250-P3-950	Finish Activities Ready to Switch to Phase 4	2	29-Apr-27	30-Apr-27
Phase 4 - Poplar to Quince - Block 250 - Segment 4		88	04-Jun-27	08-Oct-27
C-S4-250-P4-420	Run Electrical Fiber	2	14-Jun-27	15-Jun-27
C-S4-250-P4-660	Install BRT System Devices	5	07-Sep-27	13-Sep-27
C-S4-250-P4-665	Perform Pre-Installation Testing on BRT System Devices	3	14-Sep-27	16-Sep-27
C-S4-250-P4-670	Tie BRT System Devices into Network	4	17-Sep-27	22-Sep-27
C-S4-250-P4-675	Perform Post-Installation Testing on BRT System Devices	4	23-Sep-27	28-Sep-27
C-S4-250-P4-680	Commision Quebec Stations BRT System Devices	5	29-Sep-27	06-Oct-27
C-S4-250-P4-800	Mill & Overlay	2	10-Jun-27	11-Jun-27
C-S4-250-P4-820	Install Signals	2	14-Jun-27	15-Jun-27
C-S4-250-P4-830	Install Permanent Signs	7	14-Jun-27	22-Jun-27
C-S4-250-P4-840	Install Permanent Striping	10	14-Jun-27	28-Jun-27
C-S4-250-P4-850	Finish for Substantial Completion	2	07-Oct-27	08-Oct-27
C-S4-250-P4-915	Install Trees (3ea)	1	04-Jun-27	04-Jun-27
Block 260 - Quince to Rosemary		377	31-Oct-25	30-Jun-27
Phase 1 - Quince to Rosemary - Block 260 - Segment 4		144	31-Oct-25	25-Jun-26
C-S4-260-P1-110	Removals - Asphalt Mat Sidewalk Concrete Paving Etc	2	29-May-26	01-Jun-26
C-S4-260-P1-310	Install Storm Sewer - H2	3	03-Jun-26	05-Jun-26
C-S4-260-P1-405	Install Electric FO Conduit Mainline	2	31-Oct-25	03-Nov-25
C-S4-260-P1-410	Install Electric	2	08-Jun-26	09-Jun-26
C-S4-260-P1-415	Install Electrical Finishes - Lights Pedestals etc (Does not include Signals)	2	17-Jun-26	18-Jun-26
C-S4-260-P1-510	Grade Ready for C&G & Sidewalk	2	10-Jun-26	11-Jun-26
C-S4-260-P1-810	Patch HMA	2	18-Jun-26	19-Jun-26
C-S4-260-P1-920	FPS C&G Sidewalk	3	12-Jun-26	16-Jun-26
C-S4-260-P1-921	Cure Sidewalk	5	17-Jun-26	23-Jun-26
C-S4-260-P1-950	Finish Activities Ready to Switch to Phase 2	2	24-Jun-26	25-Jun-26
Phase 2 - Quince to Rosemary - Block 260 - Segment 4		18	23-Nov-26	23-Dec-26
C-S4-260-P2-110	Removals - Asphalt Mat Sidewalk Concrete Paving Etc	2	23-Nov-26	24-Nov-26
C-S4-260-P2-330	Install Water Line - Reset Hydrant	2	25-Nov-26	30-Nov-26
C-S4-260-P2-410	Install Electric	2	01-Dec-26	03-Dec-26
C-S4-260-P2-415	Install Electrical Finishes - Lights Pedestals etc (Does not include Signals)	2	14-Dec-26	15-Dec-26
C-S4-260-P2-510	Grade Ready for C&G & Sidewalk	2	04-Dec-26	07-Dec-26
C-S4-260-P2-810	Patch HMA	2	14-Dec-26	18-Dec-26
C-S4-260-P2-920	FPS C&G Sidewalk	3	08-Dec-26	11-Dec-26
C-S4-260-P2-921	Cure Sidewalk	5	14-Dec-26	21-Dec-26
C-S4-260-P2-950	Finish Activities Ready to Switch to Phase 3	2	22-Dec-26	23-Dec-26
Phase 3 - Quince to Rosemary - Block 260 - Segment 4		12	13-Apr-27	30-Apr-27
C-S4-260-P3-110	Removals - Asphalt Mat Sidewalk Concrete Paving	2	13-Apr-27	15-Apr-27
C-S4-260-P3-510	Grade Ready for C&G Medians	2	16-Apr-27	19-Apr-27
C-S4-260-P3-810	Patch HMA	2	26-Apr-27	27-Apr-27
C-S4-260-P3-920	FPS C&G Medians	4	20-Apr-27	23-Apr-27
C-S4-260-P3-950	Finish Activities Ready to Switch to Phase 4	2	29-Apr-27	30-Apr-27
Phase 4 - Quince to Rosemary - Block 260 - Segment 4		13	14-Jun-27	30-Jun-27
C-S4-260-P4-420	Run Electrical Fiber	2	16-Jun-27	17-Jun-27
C-S4-260-P4-800	Mill & Overlay	2	14-Jun-27	15-Jun-27



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Activity ID	Activity Name	Original Duration	Start	Finish
C-S4-260-P4-820	Install Signals	3	16-Jun-27	18-Jun-27
C-S4-260-P4-830	Install Permanent Signs	5	16-Jun-27	22-Jun-27
C-S4-260-P4-840	Install Permanent Striping	8	17-Jun-27	28-Jun-27
C-S4-260-P4-850	Finish for Substantial Completion	2	29-Jun-27	30-Jun-27
Block 270 - Rosemary to Spruce		466	04-Nov-25	16-Nov-27
Phase 1 - Rosemary to Spruce - Block 270 - Segment 4		211	04-Nov-25	02-Oct-26
C-S4-270-P1-110	Removals - Asphalt Mat Sidew alk Concrete Paving Etc	2	02-Jun-26	03-Jun-26
C-S4-270-P1-310	Install Storm Sew er - 4" PVC Cleanouts & G3	3	08-Jun-26	10-Jun-26
C-S4-270-P1-330	Install Water Line - Reset Hydrant	2	11-Jun-26	12-Jun-26
C-S4-270-P1-405	Install Electric FO Conduit Mainline	2	04-Nov-25	05-Nov-25
C-S4-270-P1-410	Install Electric	4	15-Jun-26	18-Jun-26
C-S4-270-P1-415	Install Electrical Finishes - Lights Pedestals etc (Does not include Signals)	5	25-Aug-26	31-Aug-26
C-S4-270-P1-510	Grade Ready for C&G & Sidew alk	4	14-Aug-26	19-Aug-26
C-S4-270-P1-600	Relocate Bus Station from Exisiting - Close Syracuse	2	22-May-26	26-May-26
C-S4-270-P1-810	Patch HMA	2	02-Sep-26	03-Sep-26
C-S4-270-P1-920	FPS C&G Sidew alk	3	20-Aug-26	24-Aug-26
C-S4-270-P1-921	Cure Sidew alk	5	25-Aug-26	31-Aug-26
C-S4-270-P1-950	Finish Activities Ready to Sw itch to Phase 2 (Includes Security Fencing of Station)	5	28-Sep-26	02-Oct-26
C-S4-270-P1-B27-500	Structural Excavation at Bus Station - EB Syracuse Station	2	27-May-26	28-May-26
C-S4-270-P1-B27-505	Backfill Bus Station - EB Syracuse Station	1	14-Aug-26	14-Aug-26
C-S4-270-P1-B27-601	FRP Bus Station Arch Foundation - EB Syracuse Station	10	26-Jun-26	10-Jul-26
C-S4-270-P1-B27-603	FRP Bus Pad - EB Syracuse Station	3	27-Aug-26	31-Aug-26
C-S4-270-P1-B27-605	FRP Bus Station Foundation Walls - EB Syracuse Station	4	27-Jul-26	30-Jul-26
C-S4-270-P1-B27-610	FRP Bus Station Platform - EB Syracuse Station	4	17-Aug-26	20-Aug-26
C-S4-270-P1-B27-615	FRP Bus Station Splash Guard - EB Syracuse Station	4	21-Aug-26	26-Aug-26
C-S4-270-P1-B27-620	Erect Bus Station Arch - EB Syracuse Station	10	13-Jul-26	24-Jul-26
C-S4-270-P1-B27-623	Install Bus Station Canopy and Glass - EB Syracuse Station	5	04-Sep-26	11-Sep-26
C-S4-270-P1-B27-625	Install Bus Station Finishes - EB Syracuse Station	5	14-Sep-26	18-Sep-26
C-S4-270-P1-B27-640	Apply Structural Coating - EB Syracuse Station	2	03-Sep-26	04-Sep-26
C-S4-270-P1-B27-655	FPS Bus Station Equipment Pads - EB Syracuse Station	3	21-Aug-26	25-Aug-26
C-S4-270-P1-B27-924	Cure Splash Guard - EB Syracuse Station	5	27-Aug-26	02-Sep-26
C-S4-270-P1-B28-500	Structural Excavation at Bus Station - WB Syracuse Station	2	29-May-26	01-Jun-26
C-S4-270-P1-B28-505	Backfill Bus Station - WB Syracuse Station	1	17-Aug-26	17-Aug-26
C-S4-270-P1-B28-601	FRP Bus Station Arch Foundation - WB Syracuse Station	10	13-Jul-26	24-Jul-26
C-S4-270-P1-B28-605	FRP Bus Station Foundation Walls - WB Syracuse Station	4	10-Aug-26	13-Aug-26
C-S4-270-P1-B28-610	FRP Bus Station Platform - WB Syracuse Station	4	21-Aug-26	26-Aug-26
C-S4-270-P1-B28-615	FRP Bus Station Splash Guard - WB Syracuse Station	4	27-Aug-26	01-Sep-26
C-S4-270-P1-B28-620	Erect Bus Station Arch - WB Syracuse Station	10	27-Jul-26	07-Aug-26
C-S4-270-P1-B28-623	Install Bus Station Canopy and Glass - WB Syracuse Station	5	14-Sep-26	18-Sep-26
C-S4-270-P1-B28-625	Install Bus Station Finishes - WB Syracuse Station	5	21-Sep-26	25-Sep-26
C-S4-270-P1-B28-640	Apply Structural Coating - WB Syracuse Station	2	10-Sep-26	11-Sep-26
C-S4-270-P1-B28-655	FPS Bus Station Equipment Pads - WB Syracuse Station	3	27-Aug-26	31-Aug-26
C-S4-270-P1-B28-924	Cure Splash Guard - WB Syracuse Station	5	02-Sep-26	09-Sep-26
Phase 2 - Rosemary to Spruce - Block 270 - Segment 4		35	18-Nov-26	19-Jan-27
C-S4-270-P2-110	Removals - Asphalt Mat Sidew alk Concrete Paving Etc	2	25-Nov-26	30-Nov-26
C-S4-270-P2-310	Install Storm Sew er - H9	3	01-Dec-26	04-Dec-26
C-S4-270-P2-410	Install Electric	2	08-Dec-26	10-Dec-26



Primary Baseline | Remaining Work | Milestone
Actual Work | Critical Remaining Work | Summary

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Activity ID	Activity Name	Original Duration	Start	Finish
C-S4-270-P2-415	Install Electrical Finishes - Lights Pedestals etc (Does not include Signals)	5	04-Jan-27	11-Jan-27
C-S4-270-P2-510	Grade Ready for C&G Sidew alk and Soil Cell	5	11-Dec-26	18-Dec-26
C-S4-270-P2-600	Relocate Bus Station from Exisiting - Syracuse	5	18-Nov-26	24-Nov-26
C-S4-270-P2-810	Patch HMA	2	04-Jan-27	08-Jan-27
C-S4-270-P2-910	Install Irrigation	1	07-Dec-26	07-Dec-26
C-S4-270-P2-920	FPS C&G Sidew alk	5	23-Dec-26	01-Jan-27
C-S4-270-P2-921	Cure Sidew alk	5	04-Jan-27	11-Jan-27
C-S4-270-P2-930	Construct Soil Cells/Planters - 2ea Planter	2	21-Dec-26	22-Dec-26
C-S4-270-P2-950	Finish Activities Ready to Sw itch to Phase 3	5	12-Jan-27	19-Jan-27
Phase 3 - Rosemary to Spruce - Block 270 - Segment 4		14	16-Apr-27	07-May-27
C-S4-270-P3-110	Removals - Asphalt Mat Sidew alk Concrete Paving	2	16-Apr-27	19-Apr-27
C-S4-270-P3-510	Grade Ready for C&G Median Bus Pad	2	20-Apr-27	21-Apr-27
C-S4-270-P3-810	Patch HMA	2	03-May-27	04-May-27
C-S4-270-P3-920	FPS C&G Medians	6	22-Apr-27	30-Apr-27
C-S4-270-P3-950	Finish Activities Ready to Sw itch to Phase 4	2	06-May-27	07-May-27
C-S4-270-P3-B28-603	FRP Bus Pad - WB Syracuse Station	3	22-Apr-27	26-Apr-27
C-S4-270-P3-B28-924	Cure Bus Pad - WB Syracuse Station	5	27-Apr-27	04-May-27
Phase 4 - Rosemary to Spruce - Block 270 - Segment 4		109	07-Jun-27	16-Nov-27
C-S4-270-P4-420	Run Electrical Fiber	2	21-Jun-27	22-Jun-27
C-S4-270-P4-660	Install BRT System Devices	5	07-Oct-27	14-Oct-27
C-S4-270-P4-665	Perform Pre-Installation Testing on BRT System Devices	4	15-Oct-27	21-Oct-27
C-S4-270-P4-670	Tie BRT System Devices into Netw ork	4	22-Oct-27	28-Oct-27
C-S4-270-P4-675	Perform Post-Installation Testing on BRT System Devices	4	29-Oct-27	03-Nov-27
C-S4-270-P4-680	Commision Syracuse Stations BRT System Devices	5	04-Nov-27	12-Nov-27
C-S4-270-P4-800	Mill & Overlay	2	17-Jun-27	18-Jun-27
C-S4-270-P4-820	Install Signals	2	21-Jun-27	22-Jun-27
C-S4-270-P4-830	Install Permanent Signs	5	21-Jun-27	25-Jun-27
C-S4-270-P4-840	Install Permanent Striping	8	21-Jun-27	30-Jun-27
C-S4-270-P4-850	Finish for Substantial Completion	2	15-Nov-27	16-Nov-27
C-S4-270-P4-915	Install Trees (5ea)	1	07-Jun-27	07-Jun-27
Block 280 - Spruce to Ulster		384	06-Nov-25	16-Jul-27
Phase 1 - Spruce to Ulster - Block 280 - Segment 4		140	06-Nov-25	25-Jun-26
C-S4-280-P1-110	Removals - Asphalt Mat Sidew alk Concrete Paving Etc	2	04-Jun-26	05-Jun-26
C-S4-280-P1-405	Install Electric FO Conduit Mainline	3	06-Nov-25	10-Nov-25
C-S4-280-P1-410	Install Electric	2	08-Jun-26	09-Jun-26
C-S4-280-P1-415	Install Electrical Finishes - Lights Pedestals etc (Does not include Signals)	2	17-Jun-26	18-Jun-26
C-S4-280-P1-510	Grade Ready for C&G & Sidew alk	2	10-Jun-26	11-Jun-26
C-S4-280-P1-600	Relocate Bus Station from Exisiting - Uinta	2	27-May-26	28-May-26
C-S4-280-P1-810	Patch HMA	2	18-Jun-26	19-Jun-26
C-S4-280-P1-920	FPS C&G Sidew alk	3	12-Jun-26	16-Jun-26
C-S4-280-P1-921	Cure Sidew alk	5	17-Jun-26	23-Jun-26
C-S4-280-P1-950	Finish Activities Ready to Sw itch to Phase 2	2	24-Jun-26	25-Jun-26
Phase 2 - Spruce to Ulster - Block 280 - Segment 4		30	25-Nov-26	19-Jan-27
C-S4-280-P2-110	Removals - Asphalt Mat Sidew alk Concrete Paving Etc	3	01-Dec-26	04-Dec-26
C-S4-280-P2-330	Install Water Line - Stand Pipe and Meter	3	07-Dec-26	10-Dec-26
C-S4-280-P2-410	Install Electric	2	11-Dec-26	14-Dec-26
C-S4-280-P2-415	Install Electrical Finishes - Lights Pedestals etc (Does not include Signals)	5	04-Jan-27	11-Jan-27



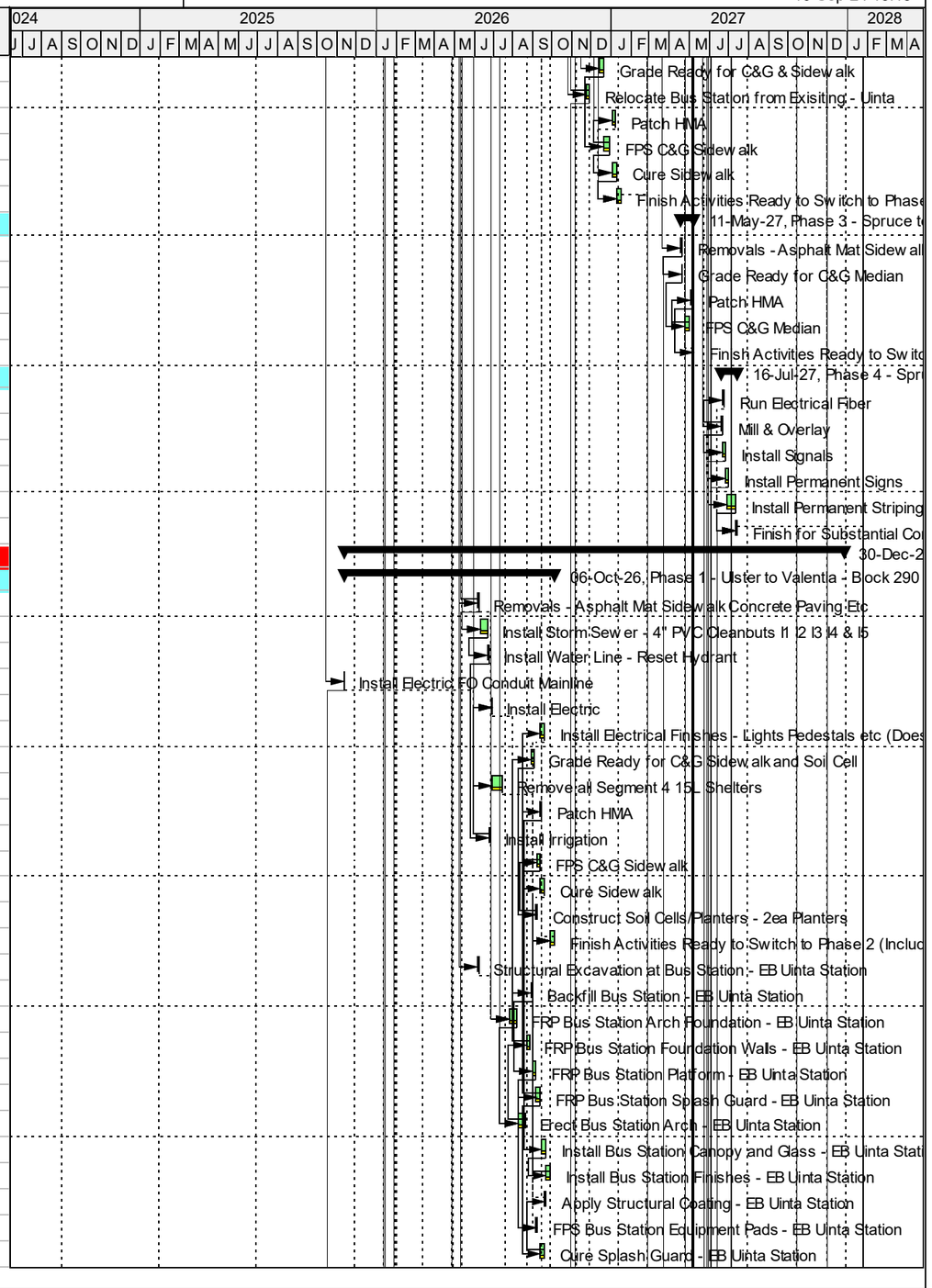
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Actual Work | Critical Remaining Work | Summary

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Activity ID	Activity Name	Original Duration	Start	Finish
C-S4-280-P2-510	Grade Ready for C&G & Sidew alk	5	15-Dec-26	22-Dec-26
C-S4-280-P2-600	Relocate Bus Station from Exisiting - Uinta	2	25-Nov-26	30-Nov-26
C-S4-280-P2-810	Patch HMA	2	04-Jan-27	08-Jan-27
C-S4-280-P2-920	FPS C&G Sidew alk	5	23-Dec-26	01-Jan-27
C-S4-280-P2-921	Cure Sidew alk	5	04-Jan-27	11-Jan-27
C-S4-280-P2-950	Finish Activities Ready to Sw itch to Phase 3	5	12-Jan-27	19-Jan-27
Phase 3 - Spruce to Ulster - Block 280 - Segment 4		14	20-Apr-27	11-May-27
C-S4-280-P3-110	Removals - Asphalt Mat Sidew alk Concrete Paving	2	20-Apr-27	21-Apr-27
C-S4-280-P3-510	Grade Ready for C&G Median	2	22-Apr-27	23-Apr-27
C-S4-280-P3-810	Patch HMA	2	06-May-27	07-May-27
C-S4-280-P3-920	FPS C&G Median	6	26-Apr-27	04-May-27
C-S4-280-P3-950	Finish Activities Ready to Sw itch to Phase 4	2	10-May-27	11-May-27
Phase 4 - Spruce to Ulster - Block 280 - Segment 4		19	21-Jun-27	16-Jul-27
C-S4-280-P4-420	Run Electrical Fiber	2	24-Jun-27	25-Jun-27
C-S4-280-P4-800	Mill & Overlay	3	21-Jun-27	23-Jun-27
C-S4-280-P4-820	Install Signals	3	24-Jun-27	28-Jun-27
C-S4-280-P4-830	Install Permanent Signs	5	28-Jun-27	02-Jul-27
C-S4-280-P4-840	Install Permanent Striping	8	01-Jul-27	14-Jul-27
C-S4-280-P4-850	Finish for Substantial Completion	2	15-Jul-27	16-Jul-27
Block 290 - Ulster to Valentia		485	13-Nov-25	30-Dec-27
Phase 1 - Ulster to Valentia - Block 290 - Segment 4		207	13-Nov-25	06-Oct-26
C-S4-290-P1-110	Removals - Asphalt Mat Sidew alk Concrete Paving Etc	2	08-Jun-26	09-Jun-26
C-S4-290-P1-310	Install Storm Sew er - 4" PVC Cleanouts I1 I2 I3 I4 & I5	8	12-Jun-26	23-Jun-26
C-S4-290-P1-330	Install Water Line - Reset Hydrant	2	24-Jun-26	25-Jun-26
C-S4-290-P1-405	Install Electric FO Conduit Mainline	2	13-Nov-25	14-Nov-25
C-S4-290-P1-410	Install Electric	2	30-Jun-26	01-Jul-26
C-S4-290-P1-415	Install Electrical Finishes - Lights Pedestals etc (Does not include Signals)	5	15-Sep-26	21-Sep-26
C-S4-290-P1-510	Grade Ready for C&G Sidew alk and Soil Cell	5	31-Aug-26	04-Sep-26
C-S4-290-P1-690	Remove all Segment 4 15L Shelters	10	01-Jul-26	15-Jul-26
C-S4-290-P1-810	Patch HMA	2	15-Sep-26	16-Sep-26
C-S4-290-P1-910	Install Irrigation	2	26-Jun-26	29-Jun-26
C-S4-290-P1-920	FPS C&G Sidew alk	3	10-Sep-26	14-Sep-26
C-S4-290-P1-921	Cure Sidew alk	5	15-Sep-26	21-Sep-26
C-S4-290-P1-930	Construct Soil Cells/Planters - 2ea Planters	2	08-Sep-26	09-Sep-26
C-S4-290-P1-950	Finish Activities Ready to Sw itch to Phase 2 (Includes Security Fencing of Station)	3	01-Oct-26	06-Oct-26
C-S4-290-P1-B29-500	Structural Excavation at Bus Station - EB Uinta Station	2	08-Jun-26	09-Jun-26
C-S4-290-P1-B29-505	Backfill Bus Station - EB Uinta Station	1	31-Aug-26	31-Aug-26
C-S4-290-P1-B29-601	FRP Bus Station Arch Foundation - EB Uinta Station	10	27-Jul-26	07-Aug-26
C-S4-290-P1-B29-605	FRP Bus Station Foundation Walls - EB Uinta Station	5	24-Aug-26	28-Aug-26
C-S4-290-P1-B29-610	FRP Bus Station Platform - EB Uinta Station	5	01-Sep-26	08-Sep-26
C-S4-290-P1-B29-615	FRP Bus Station Splash Guard - EB Uinta Station	4	09-Sep-26	14-Sep-26
C-S4-290-P1-B29-620	Erect Bus Station Arch - EB Uinta Station	10	10-Aug-26	21-Aug-26
C-S4-290-P1-B29-623	Install Bus Station Canopy and Glass - EB Uinta Station	5	17-Sep-26	23-Sep-26
C-S4-290-P1-B29-625	Install Bus Station Finishes - EB Uinta Station	5	24-Sep-26	30-Sep-26
C-S4-290-P1-B29-640	Apply Structural Coating - EB Uinta Station	2	22-Sep-26	24-Sep-26
C-S4-290-P1-B29-655	FPS Bus Station Equipment Pads - EB Uinta Station	3	09-Sep-26	11-Sep-26
C-S4-290-P1-B29-924	Cure Splash Guard - EB Uinta Station	5	15-Sep-26	21-Sep-26



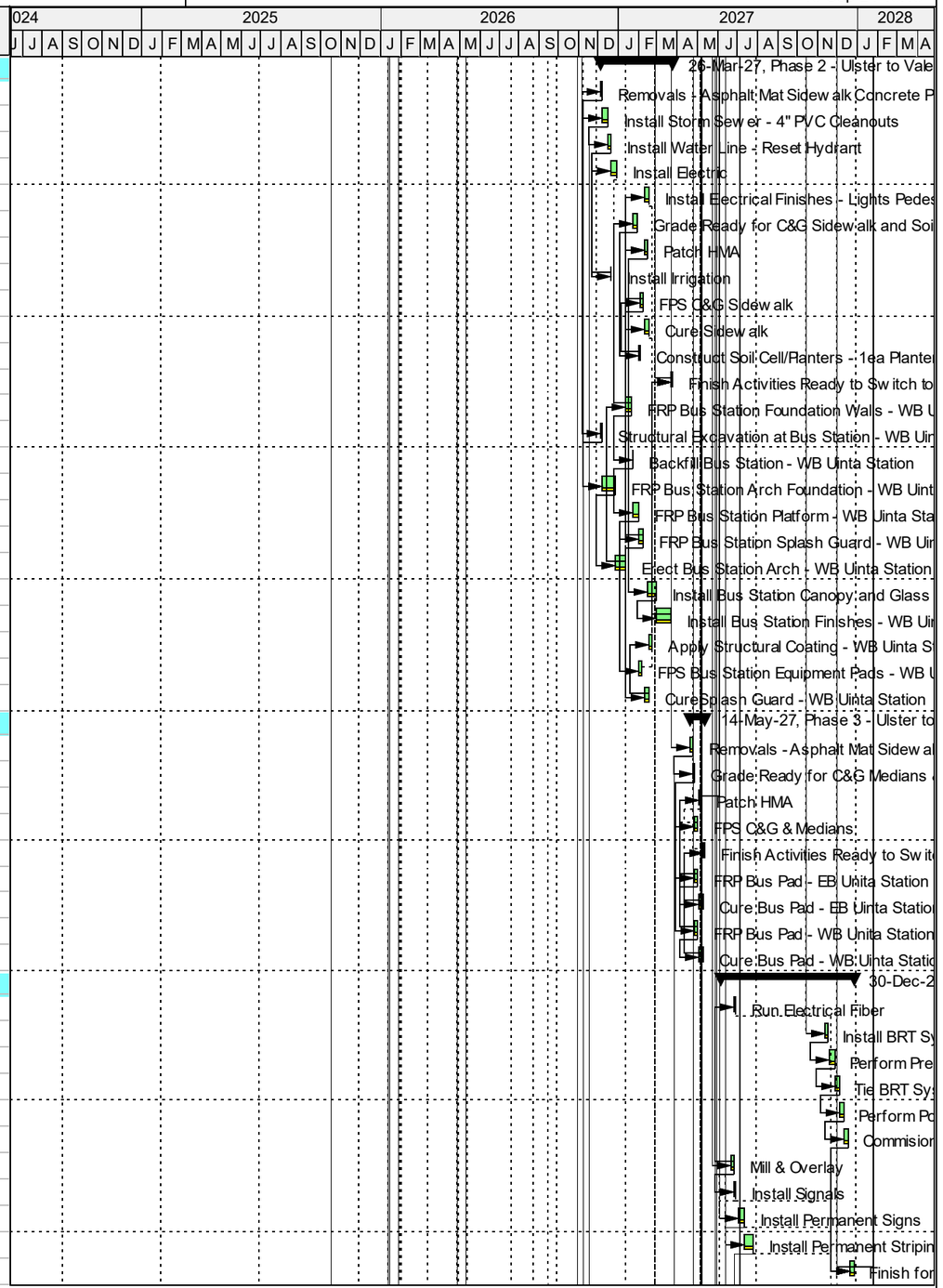
Primary Baseline | Remaining Work | Milestone
Actual Work | Critical Remaining Work | Summary

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Activity ID	Activity Name	Original Duration	Start	Finish
Phase 2 - Ulster to Valentia - Block 290 - Segment 4		66	07-Dec-26	26-Mar-27
C-S4-290-P2-110	Removals - Asphalt Mat Sidew alk Concrete Paving Etc	2	07-Dec-26	08-Dec-26
C-S4-290-P2-310	Install Storm Sew er - 4" PVC Cleanouts	5	10-Dec-26	17-Dec-26
C-S4-290-P2-330	Install Water Line - Reset Hydrant	2	18-Dec-26	21-Dec-26
C-S4-290-P2-410	Install Electric	5	23-Dec-26	01-Jan-27
C-S4-290-P2-415	Install Electrical Finishes - Lights Pedestals etc (Does not include Signals)	5	11-Feb-27	18-Feb-27
C-S4-290-P2-510	Grade Ready for C&G Sidew alk and Soil Cell	5	25-Jan-27	01-Feb-27
C-S4-290-P2-810	Patch HMA	2	12-Feb-27	16-Feb-27
C-S4-290-P2-910	Install Irrigation	1	22-Dec-26	22-Dec-26
C-S4-290-P2-920	FPS C&G Sidew alk	3	05-Feb-27	09-Feb-27
C-S4-290-P2-921	Cure Sidew alk	5	11-Feb-27	18-Feb-27
C-S4-290-P2-930	Construct Soil Cell/Planters - 1ea Planter	2	02-Feb-27	04-Feb-27
C-S4-290-P2-950	Finish Activities Ready to Sw itch to Phase 3 (Includes Security Fencing of Station)	3	24-Mar-27	26-Mar-27
C-S4-290-P2-B02-605	FRP Bus Station Foundation Walls - WB Uinta Station	5	14-Jan-27	22-Jan-27
C-S4-290-P2-B30-500	Structural Excavation at Bus Station - WB Uinta Station	2	07-Dec-26	08-Dec-26
C-S4-290-P2-B30-505	Backfill Bus Station - WB Uinta Station	1	25-Jan-27	25-Jan-27
C-S4-290-P2-B30-603	FRP Bus Station Arch Foundation - WB Uinta Station	10	10-Dec-26	28-Dec-26
C-S4-290-P2-B30-610	FRP Bus Station Platform - WB Uinta Station	5	26-Jan-27	02-Feb-27
C-S4-290-P2-B30-615	FRP Bus Station Splash Guard - WB Uinta Station	4	04-Feb-27	09-Feb-27
C-S4-290-P2-B30-620	Erect Bus Station Arch - WB Uinta Station	10	29-Dec-26	13-Jan-27
C-S4-290-P2-B30-623	Install Bus Station Canopy and Glass - WB Uinta Station	8	17-Feb-27	01-Mar-27
C-S4-290-P2-B30-625	Install Bus Station Finishes - WB Uinta Station	15	02-Mar-27	23-Mar-27
C-S4-290-P2-B30-640	Apply Structural Coating - WB Uinta Station	2	19-Feb-27	22-Feb-27
C-S4-290-P2-B30-655	FPS Bus Station Equipment Pads - WB Uinta Station	3	04-Feb-27	08-Feb-27
C-S4-290-P2-B30-924	CureSplash Guard - WB Uinta Station	5	11-Feb-27	18-Feb-27
Phase 3 - Ulster to Valentia - Block 290 - Segment 4		15	22-Apr-27	14-May-27
C-S4-290-P3-110	Removals - Asphalt Mat Sidew alk Concrete Paving	3	22-Apr-27	26-Apr-27
C-S4-290-P3-510	Grade Ready for C&G Medians & Bus Pad	2	27-Apr-27	29-Apr-27
C-S4-290-P3-810	Patch HMA	2	06-May-27	07-May-27
C-S4-290-P3-920	FPS C&G & Medians	2	30-Apr-27	03-May-27
C-S4-290-P3-950	Finish Activities Ready to Sw itch to Phase 4	2	13-May-27	14-May-27
C-S4-290-P3-B29-603	FRP Bus Pad - EB Unita Station	3	30-Apr-27	04-May-27
C-S4-290-P3-B29-922	Cure Bus Pad - EB Uinta Station	5	06-May-27	12-May-27
C-S4-290-P3-B30-603	FRP Bus Pad - WB Unita Station	3	30-Apr-27	04-May-27
C-S4-290-P3-B30-922	Cure Bus Pad - WB Uinta Station	5	06-May-27	12-May-27
Phase 4 - Ulster to Valentia - Block 290 - Segment 4		132	08-Jun-27	30-Dec-27
C-S4-290-P4-420	Run Electrical Fiber	2	29-Jun-27	30-Jun-27
C-S4-290-P4-660	Install BRT System Devices	5	15-Nov-27	19-Nov-27
C-S4-290-P4-665	Perform Pre-Installation Testing on BRT System Devices	4	22-Nov-27	29-Nov-27
C-S4-290-P4-670	Tie BRT System Devices into Netw ork	4	30-Nov-27	06-Dec-27
C-S4-290-P4-675	Perform Post-Installation Testing on BRT System Devices	4	07-Dec-27	13-Dec-27
C-S4-290-P4-680	Commision Uinta Stations BRT System Devices	5	14-Dec-27	21-Dec-27
C-S4-290-P4-800	Mill & Overlay	3	24-Jun-27	28-Jun-27
C-S4-290-P4-820	Install Signals	3	29-Jun-27	01-Jul-27
C-S4-290-P4-830	Install Permanent Signs	6	06-Jul-27	13-Jul-27
C-S4-290-P4-840	Install Permanent Striping	8	15-Jul-27	27-Jul-27
C-S4-290-P4-850	Finish for Substantial Completion	4	22-Dec-27	30-Dec-27



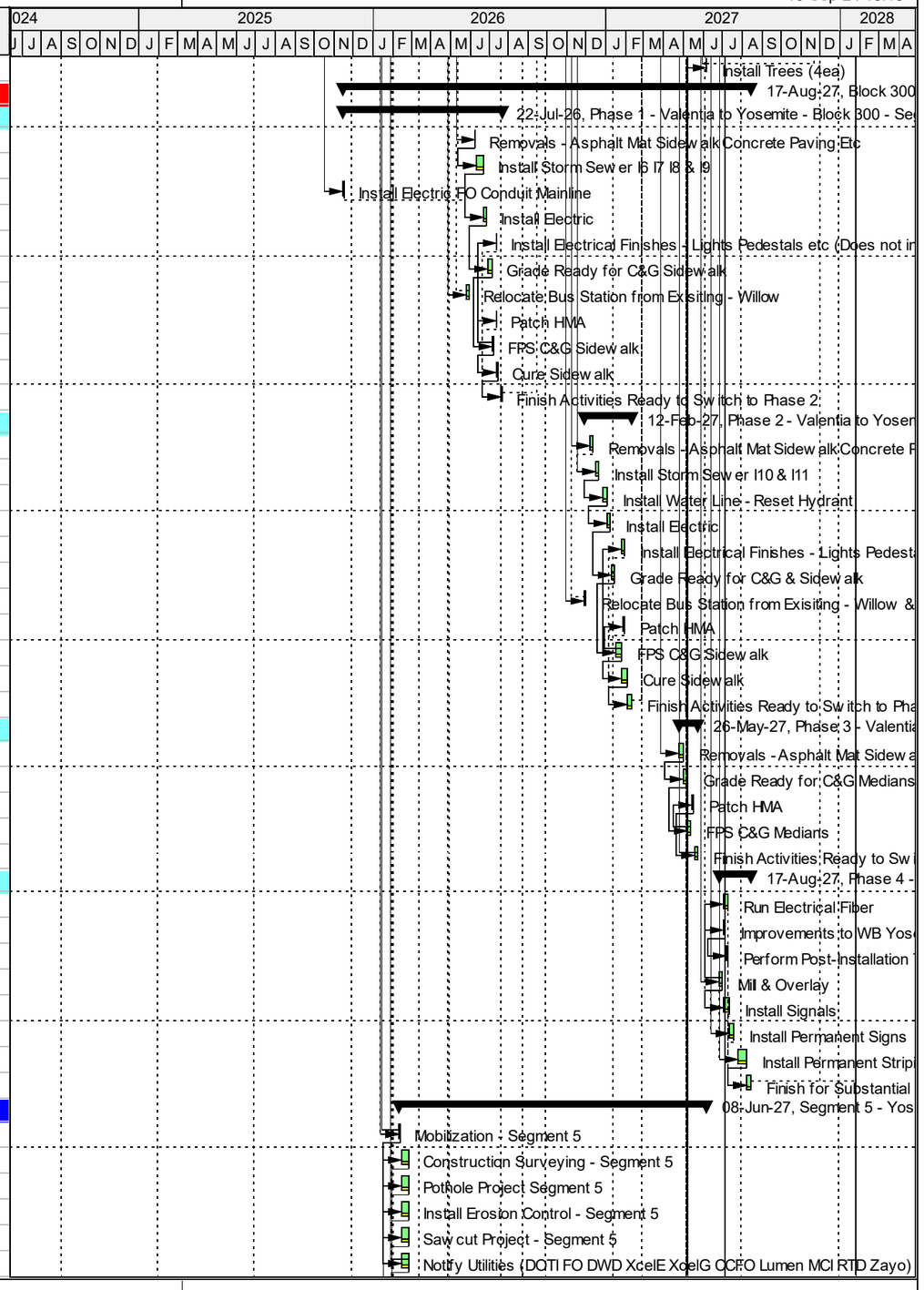
Primary Baseline | Remaining Work | Milestone
Actual Work | Critical Remaining Work | Summary

TASK filter: All Activities

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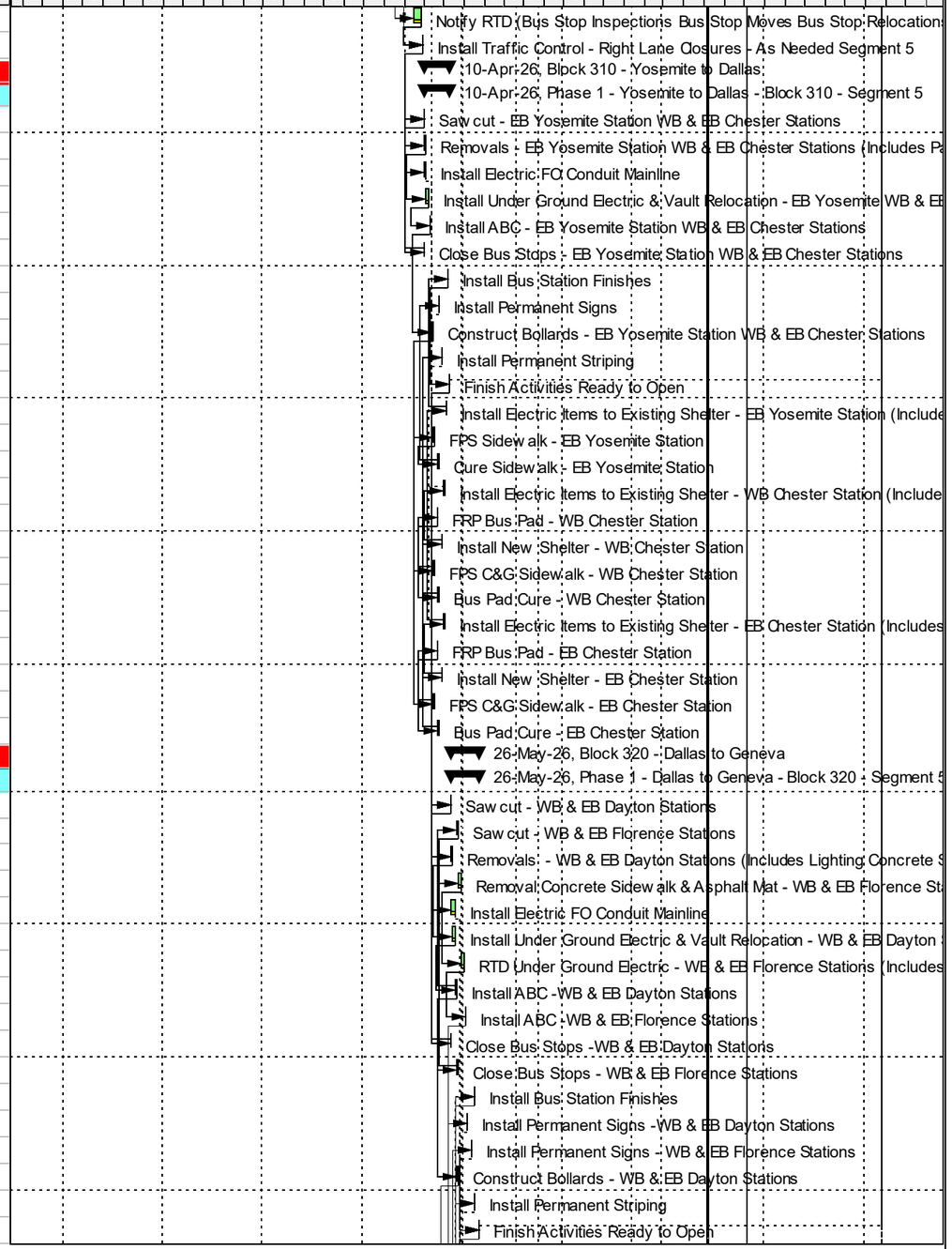
Activity ID	Activity Name	Original Duration	Start	Finish
C-S4-290-P4-915	Install Trees (4ea)	1	08-Jun-27	08-Jun-27
Block 300 - Valentia to Yosemite		401	17-Nov-25	17-Aug-27
Phase 1 - Valentia to Yosemite - Block 300 - Segment 4		153	17-Nov-25	22-Jul-26
C-S4-300-P1-110	Removals - Asphalt Mat Sidew alk Concrete Paving Etc	2	10-Jun-26	11-Jun-26
C-S4-300-P1-310	Install Storm Sew er I6 I7 I8 & I9	8	12-Jun-26	23-Jun-26
C-S4-300-P1-405	Install Electric FO Conduit Mainline	3	17-Nov-25	19-Nov-25
C-S4-300-P1-410	Install Electric	4	24-Jun-26	29-Jun-26
C-S4-300-P1-415	Install Electrical Finishes - Lights Pedestals etc (Does not include Signals)	2	13-Jul-26	14-Jul-26
C-S4-300-P1-510	Grade Ready for C&G Sidew alk	4	30-Jun-26	06-Jul-26
C-S4-300-P1-600	Relocate Bus Station from Exisiting - Willow	2	29-May-26	01-Jun-26
C-S4-300-P1-810	Patch HMA	2	13-Jul-26	14-Jul-26
C-S4-300-P1-920	FPS C&G Sidew alk	4	07-Jul-26	10-Jul-26
C-S4-300-P1-921	Cure Sidew alk	5	13-Jul-26	17-Jul-26
C-S4-300-P1-950	Finish Activities Ready to Sw itch to Phase 2	3	20-Jul-26	22-Jul-26
Phase 2 - Valentia to Yosemite - Block 300 - Segment 4		42	01-Dec-26	12-Feb-27
C-S4-300-P2-110	Removals - Asphalt Mat Sidew alk Concrete Paving Etc	3	10-Dec-26	14-Dec-26
C-S4-300-P2-310	Install Storm Sew er I10 & I11	4	18-Dec-26	23-Dec-26
C-S4-300-P2-330	Install Water Line - Reset Hydrant	5	28-Dec-26	04-Jan-27
C-S4-300-P2-410	Install Electric	3	05-Jan-27	08-Jan-27
C-S4-300-P2-415	Install Electrical Finishes - Lights Pedestals etc (Does not include Signals)	3	28-Jan-27	01-Feb-27
C-S4-300-P2-510	Grade Ready for C&G & Sidew alk	5	11-Jan-27	15-Jan-27
C-S4-300-P2-600	Relocate Bus Station from Exisiting - Willow & Yosemite	2	01-Dec-26	03-Dec-26
C-S4-300-P2-810	Patch HMA	2	29-Jan-27	01-Feb-27
C-S4-300-P2-920	FPS C&G Sidew alk	5	19-Jan-27	26-Jan-27
C-S4-300-P2-921	Cure Sidew alk	5	28-Jan-27	04-Feb-27
C-S4-300-P2-950	Finish Activities Ready to Sw itch to Phase 3	5	05-Feb-27	12-Feb-27
Phase 3 - Valentia to Yosemite - Block 300 - Segment 4		20	27-Apr-27	26-May-27
C-S4-300-P3-110	Removals - Asphalt Mat Sidew alk Concrete Paving	4	27-Apr-27	03-May-27
C-S4-300-P3-510	Grade Ready for C&G Medians	4	04-May-27	10-May-27
C-S4-300-P3-810	Patch HMA	4	17-May-27	20-May-27
C-S4-300-P3-920	FPS C&G Medians	4	11-May-27	14-May-27
C-S4-300-P3-950	Finish Activities Ready to Sw itch to Phase 4	4	21-May-27	26-May-27
Phase 4 - Valentia to Yosemite - Block 300 - Segment 4		35	29-Jun-27	17-Aug-27
C-S4-300-P4-420	Run Electrical Fiber	5	06-Jul-27	12-Jul-27
C-S4-300-P4-655	Improvements to WB Yosemite Station	3	06-Jul-27	08-Jul-27
C-S4-300-P4-675	Perform Post-Installation Testing on Yosemite Improvements	2	09-Jul-27	12-Jul-27
C-S4-300-P4-800	Mill & Overlay	4	29-Jun-27	02-Jul-27
C-S4-300-P4-820	Install Signals	6	06-Jul-27	13-Jul-27
C-S4-300-P4-830	Install Permanent Signs	6	14-Jul-27	21-Jul-27
C-S4-300-P4-840	Install Permanent Striping	8	28-Jul-27	09-Aug-27
C-S4-300-P4-850	Finish for Substantial Completion	6	10-Aug-27	17-Aug-27
Segment 5 - Yosemite to 225		304	12-Feb-26	08-Jun-27
C-S5-P1-000	Mobilization - Segment 5	2	12-Feb-26	13-Feb-26
C-S5-P1-001	Construction Surveying - Segment 5	8	17-Feb-26	27-Feb-26
C-S5-P1-002	Pothole Project Segment 5	8	17-Feb-26	27-Feb-26
C-S5-P1-003	Install Erosion Control - Segment 5	8	17-Feb-26	27-Feb-26
C-S5-P1-004	Saw cut Project - Segment 5	8	17-Feb-26	27-Feb-26
C-S5-P1-006	Notify Utilities (DOTI FO DWD XcelE XcelG CCFO Lumen MCI RTD Zayo) - Segment 5	8	17-Feb-26	27-Feb-26



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Activity ID	Activity Name	Original Duration	Start	Finish
C-S5-P1-007	Notify RTD (Bus Stop Inspections Bus Stop Moves Bus Stop Relocations)	8	17-Feb-26	27-Feb-26
C-S5-P1-010	Install Traffic Control - Right Lane Closures - As Needed Segment 5	1	02-Mar-26	02-Mar-26
Block 310 - Yosemite to Dallas		26	03-Mar-26	10-Apr-26
Phase 1 - Yosemite to Dallas - Block 310 - Segment 5		26	03-Mar-26	10-Apr-26
C-S5-310-P1-003	Saw cut - EB Yosemite Station WB & EB Chester Stations	1	03-Mar-26	03-Mar-26
C-S5-310-P1-115	Removals - EB Yosemite Station WB & EB Chester Stations (Includes Pavements Benches)	2	04-Mar-26	05-Mar-26
C-S5-310-P1-405	Install Electric FO Conduit Mainline	3	03-Mar-26	05-Mar-26
C-S5-310-P1-410	Install Under Ground Electric & Vault Relocation - EB Yosemite WB & EB Chester Stations (Inc	3	06-Mar-26	10-Mar-26
C-S5-310-P1-550	Install ABC - EB Yosemite Station WB & EB Chester Stations	2	12-Mar-26	13-Mar-26
C-S5-310-P1-600	Close Bus Stops - EB Yosemite Station WB & EB Chester Stations	1	03-Mar-26	03-Mar-26
C-S5-310-P1-625	Install Bus Station Finishes	2	08-Apr-26	09-Apr-26
C-S5-310-P1-830	Install Permanent Signs	1	26-Mar-26	26-Mar-26
C-S5-310-P1-835	Construct Bollards - EB Yosemite Station WB & EB Chester Stations	2	16-Mar-26	17-Mar-26
C-S5-310-P1-840	Install Permanent Striping	1	30-Mar-26	30-Mar-26
C-S5-310-P1-950	Finish Activities Ready to Open	1	10-Apr-26	10-Apr-26
C-S5-310-P1-B32-415	Install Electric Items to Existing Shelter - EB Yosemite Station (Includes Cabinet Telephone Tick	2	06-Apr-26	07-Apr-26
C-S5-310-P1-B32-920	FPS Sidew alk - EB Yosemite Station	3	18-Mar-26	20-Mar-26
C-S5-310-P1-B32-921	Cure Sidew alk - EB Yosemite Station	3	23-Mar-26	25-Mar-26
C-S5-310-P1-B33-415	Install Electric Items to Existing Shelter - WB Chester Station (Includes Cabinet Telephone Tick	2	02-Apr-26	03-Apr-26
C-S5-310-P1-B33-603	FRP Bus Pad - WB Chester Station	2	23-Mar-26	24-Mar-26
C-S5-310-P1-B33-630	Install New Shelter - WB Chester Station	1	30-Mar-26	30-Mar-26
C-S5-310-P1-B33-920	FPS C&G Sidew alk - WB Chester Station	3	18-Mar-26	20-Mar-26
C-S5-310-P1-B33-922	Bus Pad Cure - WB Chester Station	3	25-Mar-26	27-Mar-26
C-S5-310-P1-B34-415	Install Electric Items to Existing Shelter - EB Chester Station (Includes Cabinet Telephone Ticke	2	02-Apr-26	03-Apr-26
C-S5-310-P1-B34-603	FRP Bus Pad - EB Chester Station	2	23-Mar-26	24-Mar-26
C-S5-310-P1-B34-630	Install New Shelter - EB Chester Station	1	30-Mar-26	30-Mar-26
C-S5-310-P1-B34-920	FPS C&G Sidew alk - EB Chester Station	3	18-Mar-26	20-Mar-26
C-S5-310-P1-B34-922	Bus Pad Cure - EB Chester Station	3	25-Mar-26	27-Mar-26
Block 320 - Dallas to Geneva		28	13-Apr-26	26-May-26
Phase 1 - Dallas to Geneva - Block 320 - Segment 5		28	13-Apr-26	26-May-26
C-S5-320-P1-003	Saw cut - WB & EB Dayton Stations	1	13-Apr-26	13-Apr-26
C-S5-320-P1-003.1	Saw cut - WB & EB Florence Stations	1	23-Apr-26	23-Apr-26
C-S5-320-P1-115	Removals - WB & EB Dayton Stations (Includes Lighting Concrete Sidew alk)	1	14-Apr-26	14-Apr-26
C-S5-320-P1-115.1	Removal Concrete Sidew alk & Asphalt Mat - WB & EB Florence Stations	3	24-Apr-26	28-Apr-26
C-S5-320-P1-405	Install Electric FO Conduit Mainline	5	13-Apr-26	20-Apr-26
C-S5-320-P1-410	Install Under Ground Electric & Vault Relocation - WB & EB Dayton Stations (Includes Handhol	3	16-Apr-26	20-Apr-26
C-S5-320-P1-410.1	RTD Under Ground Electric - WB & EB Florence Stations (Includes Handhole Adjustment)	3	30-Apr-26	04-May-26
C-S5-320-P1-550	Install ABC -WB & EB Dayton Stations	2	21-Apr-26	22-Apr-26
C-S5-320-P1-550.1	Install ABC -WB & EB Florence Stations	1	05-May-26	05-May-26
C-S5-320-P1-600	Close Bus Stops -WB & EB Dayton Stations	1	13-Apr-26	13-Apr-26
C-S5-320-P1-600.1	Close Bus Stops - WB & EB Florence Stations	1	23-Apr-26	23-Apr-26
C-S5-320-P1-625	Install Bus Station Finishes	2	18-May-26	19-May-26
C-S5-320-P1-830	Install Permanent Signs -WB & EB Dayton Stations	1	07-May-26	07-May-26
C-S5-320-P1-830.1	Install Permanent Signs - WB & EB Florence Stations	1	15-May-26	15-May-26
C-S5-320-P1-835	Construct Bollards - WB & EB Dayton Stations	2	23-Apr-26	24-Apr-26
C-S5-320-P1-840	Install Permanent Striping	1	19-May-26	19-May-26
C-S5-320-P1-950	Finish Activities Ready to Open	1	26-May-26	26-May-26



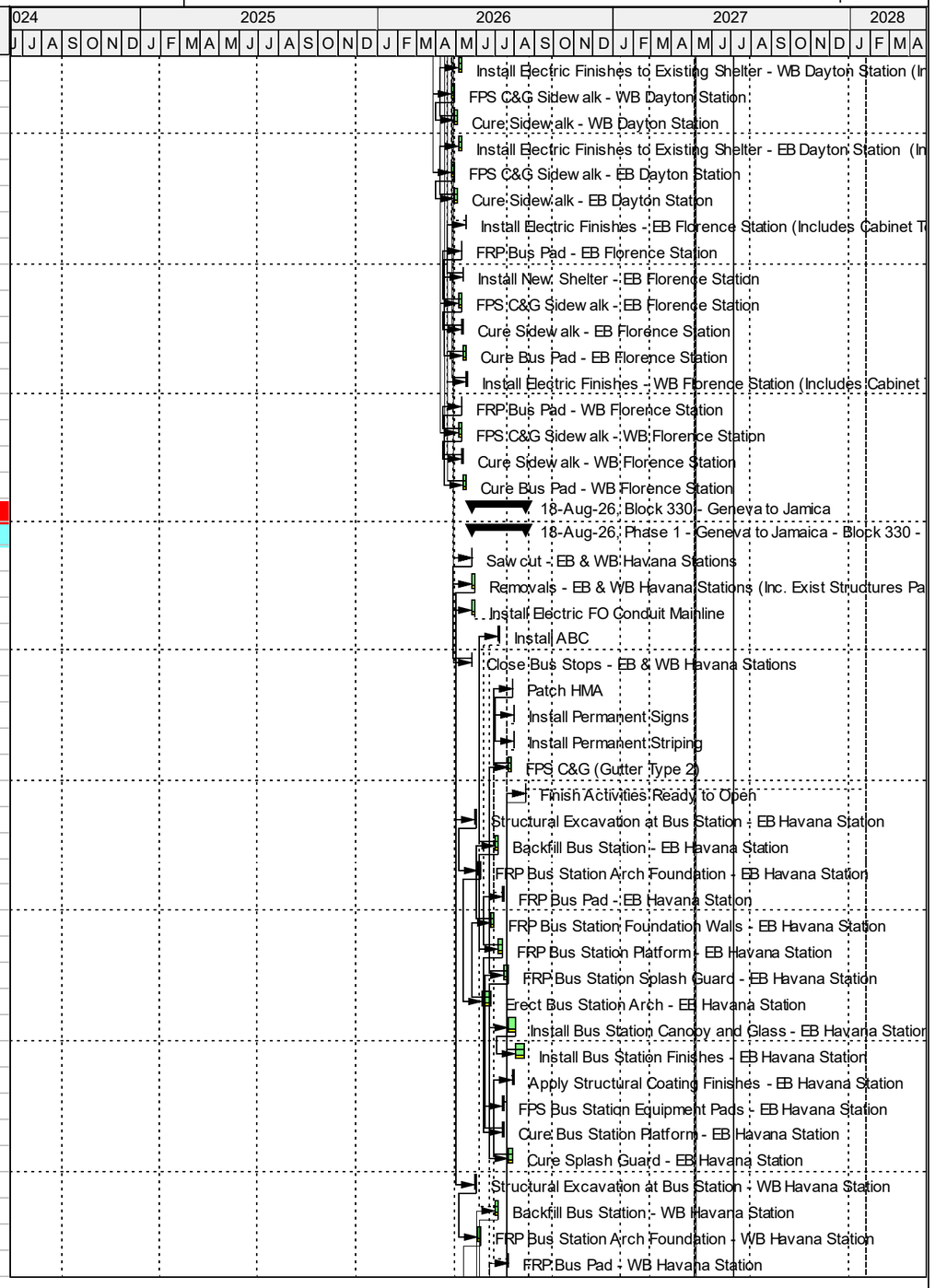
Primary Baseline | Remaining Work | Milestone
Actual Work | Critical Remaining Work | Summary

TASK filter: All Activities

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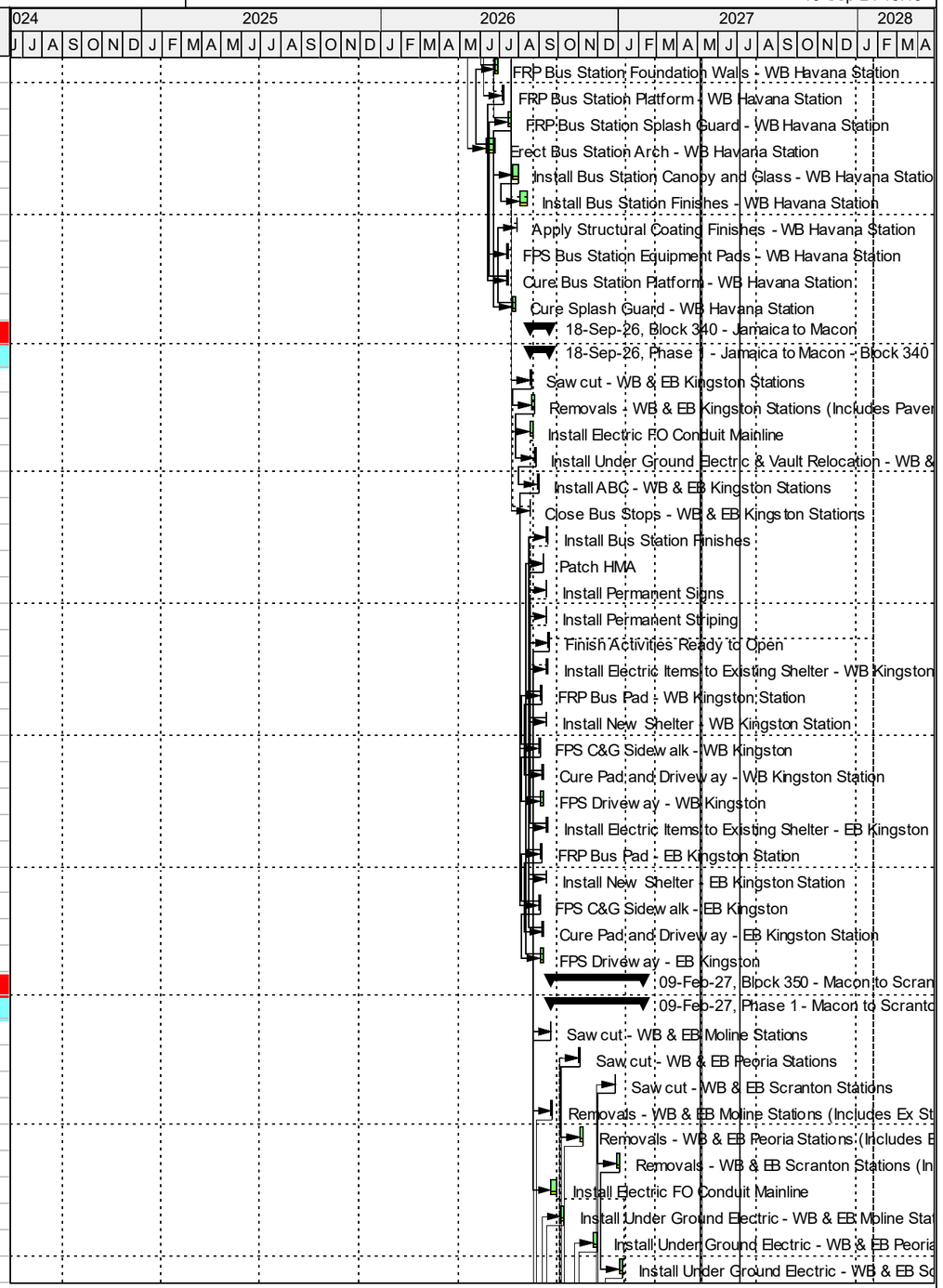
Activity ID	Activity Name	Original Duration	Start	Finish
C-S5-320-P1-B35-415	Install Electric Finishes to Existing Shelter - WB Dayton Station (Includes Cabinet Telephone Ti	3	07-May-26	11-May-26
C-S5-320-P1-B35-920	FPS C&G Sidew alk - WB Dayton Station	3	27-Apr-26	30-Apr-26
C-S5-320-P1-B35-921	Cure Sidew alk - WB Dayton Station	3	01-May-26	05-May-26
C-S5-320-P1-B36-415	Install Electric Finishes to Existing Shelter - EB Dayton Station (Includes Cabinet Telephone Ti	3	07-May-26	11-May-26
C-S5-320-P1-B36-920	FPS C&G Sidew alk - EB Dayton Station	3	27-Apr-26	30-Apr-26
C-S5-320-P1-B36-921	Cure Sidew alk - EB Dayton Station	3	01-May-26	05-May-26
C-S5-320-P1-B37-415	Install Electric Finishes - EB Florence Station (Includes Cabinet Telephone Ticket Vendor)	2	18-May-26	19-May-26
C-S5-320-P1-B37-603	FRP Bus Pad - EB Florence Station	2	12-May-26	13-May-26
C-S5-320-P1-B37-630	Install New Shelter - EB Florence Station	1	15-May-26	15-May-26
C-S5-320-P1-B37-920	FPS C&G Sidew alk - EB Florence Station	3	07-May-26	11-May-26
C-S5-320-P1-B37-921	Cure Sidew alk - EB Florence Station	3	12-May-26	14-May-26
C-S5-320-P1-B37-922	Cure Bus Pad - EB Florence Station	3	14-May-26	18-May-26
C-S5-320-P1-B38-415	Install Electric Finishes - WB Florence Station (Includes Cabinet Telephone Ticket Vendor)	3	20-May-26	22-May-26
C-S5-320-P1-B38-603	FRP Bus Pad - WB Florence Station	2	12-May-26	13-May-26
C-S5-320-P1-B38-920	FPS C&G Sidew alk - WB Florence Station	3	07-May-26	11-May-26
C-S5-320-P1-B38-921	Cure Sidew alk - WB Florence Station	3	12-May-26	14-May-26
C-S5-320-P1-B38-922	Cure Bus Pad - WB Florence Station	3	14-May-26	18-May-26
Block 330 - Geneva to Jamica		59	27-May-26	18-Aug-26
Phase 1 - Geneva to Jamaica - Block 330 - Segment 5		59	27-May-26	18-Aug-26
C-S5-330-P1-003	Saw cut - EB & WB Havana Stations	1	27-May-26	27-May-26
C-S5-330-P1-110	Removals - EB & WB Havana Stations (Inc. Exist Structures Pavements Sidew alk Landscape)	3	28-May-26	01-Jun-26
C-S5-330-P1-405	Install Electric FO Conduit Mainline	4	27-May-26	01-Jun-26
C-S5-330-P1-550	Install ABC	3	08-Jul-26	10-Jul-26
C-S5-330-P1-600	Close Bus Stops - EB & WB Havana Stations	1	27-May-26	27-May-26
C-S5-330-P1-810	Patch HMA	2	29-Jul-26	30-Jul-26
C-S5-330-P1-830	Install Permanent Signs	1	31-Jul-26	31-Jul-26
C-S5-330-P1-840	Install Permanent Striping	1	31-Jul-26	31-Jul-26
C-S5-330-P1-920	FPS C&G (Gutter Type 2)	4	23-Jul-26	28-Jul-26
C-S5-330-P1-950	Finish Activities Ready to Open	1	18-Aug-26	18-Aug-26
C-S5-330-P1-B39-500	Structural Excavation at Bus Station - EB Havana Station	3	02-Jun-26	04-Jun-26
C-S5-330-P1-B39-505	Backfill Bus Station - EB Havana Station	3	02-Jul-26	07-Jul-26
C-S5-330-P1-B39-601	FRP Bus Station Arch Foundation - EB Havana Station	5	05-Jun-26	11-Jun-26
C-S5-330-P1-B39-603	FRP Bus Pad - EB Havana Station	2	14-Jul-26	15-Jul-26
C-S5-330-P1-B39-605	FRP Bus Station Foundation Walls - EB Havana Station	4	26-Jun-26	01-Jul-26
C-S5-330-P1-B39-610	FRP Bus Station Platform - EB Havana Station	4	08-Jul-26	13-Jul-26
C-S5-330-P1-B39-615	FRP Bus Station Splash Guard - EB Havana Station	4	17-Jul-26	22-Jul-26
C-S5-330-P1-B39-620	Erect Bus Station Arch - EB Havana Station	10	12-Jun-26	25-Jun-26
C-S5-330-P1-B39-623	Install Bus Station Canopy and Glass - EB Havana Station	8	23-Jul-26	03-Aug-26
C-S5-330-P1-B39-625	Install Bus Station Finishes - EB Havana Station	10	04-Aug-26	17-Aug-26
C-S5-330-P1-B39-640	Apply Structural Coating Finishes - EB Havana Station	2	30-Jul-26	31-Jul-26
C-S5-330-P1-B39-655	FPS Bus Station Equipment Pads - EB Havana Station	3	14-Jul-26	16-Jul-26
C-S5-330-P1-B39-923	Cure Bus Station Platform - EB Havana Station	3	14-Jul-26	16-Jul-26
C-S5-330-P1-B39-924	Cure Splash Guard - EB Havana Station	5	23-Jul-26	29-Jul-26
C-S5-330-P1-B40-500	Structural Excavation at Bus Station - WB Havana Station	3	02-Jun-26	04-Jun-26
C-S5-330-P1-B40-505	Backfill Bus Station - WB Havana Station	2	02-Jul-26	06-Jul-26
C-S5-330-P1-B40-601	FRP Bus Station Arch Foundation - WB Havana Station	5	05-Jun-26	11-Jun-26
C-S5-330-P1-B40-603	FRP Bus Pad - WB Havana Station	2	22-Jul-26	23-Jul-26



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Activity ID	Activity Name	Original Duration	Start	Finish
C-S5-330-P1-B40-605	FRP Bus Station Foundation Walls - WB Havana Station	4	26-Jun-26	01-Jul-26
C-S5-330-P1-B40-610	FRP Bus Station Platform - WB Havana Station	4	07-Jul-26	10-Jul-26
C-S5-330-P1-B40-615	FRP Bus Station Splash Guard - WB Havana Station	4	16-Jul-26	21-Jul-26
C-S5-330-P1-B40-620	Erect Bus Station Arch - WB Havana Station	10	12-Jun-26	25-Jun-26
C-S5-330-P1-B40-623	Install Bus Station Canopy and Glass - WB Havana Station	8	22-Jul-26	31-Jul-26
C-S5-330-P1-B40-625	Install Bus Station Finishes - WB Havana Station	10	03-Aug-26	14-Aug-26
C-S5-330-P1-B40-640	Apply Structural Coating Finishes - WB Havana Station	2	29-Jul-26	30-Jul-26
C-S5-330-P1-B40-655	FPS Bus Station Equipment Pads - WB Havana Station	3	13-Jul-26	15-Jul-26
C-S5-330-P1-B40-923	Cure Bus Station Platform - WB Havana Station	3	13-Jul-26	15-Jul-26
C-S5-330-P1-B40-924	Cure Splash Guard - WB Havana Station	5	22-Jul-26	28-Jul-26
Block 340 - Jamaica to Macon		22	19-Aug-26	18-Sep-26
Phase 1 - Jamaica to Macon - Block 340 - Segment 5		22	19-Aug-26	18-Sep-26
C-S5-340-P1-003	Saw cut - WB & EB Kingston Stations	2	19-Aug-26	20-Aug-26
C-S5-340-P1-110	Removals - WB & EB Kingston Stations (Includes Pavements Sidew alks Ramps Concrete Lan	3	21-Aug-26	25-Aug-26
C-S5-340-P1-405	Install Electric FO Conduit Mainline	4	19-Aug-26	24-Aug-26
C-S5-340-P1-410	Install Under Ground Electric & Vault Relocation - WB & EB Kingston Stations	3	26-Aug-26	28-Aug-26
C-S5-340-P1-550	Install ABC - WB & EB Kingston Stations	1	31-Aug-26	31-Aug-26
C-S5-340-P1-600	Close Bus Stops - WB & EB Kingston Stations	1	19-Aug-26	19-Aug-26
C-S5-340-P1-625	Install Bus Station Finishes	2	15-Sep-26	16-Sep-26
C-S5-340-P1-810	Patch HMA	2	10-Sep-26	11-Sep-26
C-S5-340-P1-830	Install Permanent Signs	1	14-Sep-26	14-Sep-26
C-S5-340-P1-840	Install Permanent Striping	1	14-Sep-26	14-Sep-26
C-S5-340-P1-950	Finish Activities Ready to Open	1	18-Sep-26	18-Sep-26
C-S5-340-P1-B41-415	Install Electric Items to Existing Shelter - WB Kingston Station (Includes Cabinet Telephone Tic	2	15-Sep-26	16-Sep-26
C-S5-340-P1-B41-603	FRP Bus Pad - WB Kingston Station	2	04-Sep-26	08-Sep-26
C-S5-340-P1-B41-630	Install New Shelter - WB Kingston Station	1	14-Sep-26	14-Sep-26
C-S5-340-P1-B41-920	FPS C&G Sidew alk - WB Kingston	3	01-Sep-26	03-Sep-26
C-S5-340-P1-B41-922	Cure Pad and Drivew ay - WB Kingston Station	3	09-Sep-26	11-Sep-26
C-S5-340-P1-B41-940	FPS Drivew ay - WB Kingston	3	04-Sep-26	09-Sep-26
C-S5-340-P1-B42-415	Install Electric Items to Existing Shelter - EB Kingston Station (Includes Cabinet Telephone Tick	3	15-Sep-26	17-Sep-26
C-S5-340-P1-B42-603	FRP Bus Pad - EB Kingston Station	2	04-Sep-26	08-Sep-26
C-S5-340-P1-B42-630	Install New Shelter - EB Kingston Station	1	14-Sep-26	14-Sep-26
C-S5-340-P1-B42-920	FPS C&G Sidew alk - EB Kingston	3	01-Sep-26	03-Sep-26
C-S5-340-P1-B42-922	Cure Pad and Drivew ay - EB Kingston Station	3	09-Sep-26	11-Sep-26
C-S5-340-P1-B42-940	FPS Drivew ay - EB Kingston	3	04-Sep-26	09-Sep-26
Block 350 - Macon to Scranton		83	21-Sep-26	09-Feb-27
Phase 1 - Macon to Scranton - Block 350 - Segment 5		83	21-Sep-26	09-Feb-27
C-S5-350-P1-003	Saw cut - WB & EB Moline Stations	1	21-Sep-26	21-Sep-26
C-S5-350-P1-003.1	Saw cut - WB & EB Peoria Stations	1	04-Nov-26	04-Nov-26
C-S5-350-P1-003.2	Saw cut - WB & EB Scranton Stations	1	29-Dec-26	29-Dec-26
C-S5-350-P1-110	Removals - WB & EB Moline Stations (Includes Ex Structures Sidew alk Pavements Landscapi	3	22-Sep-26	24-Sep-26
C-S5-350-P1-110.1	Removals - WB & EB Peoria Stations (Includes Ex Structures Sidew alk Pavements Landscapi	3	05-Nov-26	09-Nov-26
C-S5-350-P1-110.2	Removals - WB & EB Scranton Stations (Includes Ex Structures Sidew alk Pavements Landsc	3	31-Dec-26	04-Jan-27
C-S5-350-P1-405	Install Electric FO Conduit Mainline	8	21-Sep-26	30-Sep-26
C-S5-350-P1-410	Install Under Ground Electric - WB & EB Moline Stations	3	08-Oct-26	12-Oct-26
C-S5-350-P1-410.1	Install Under Ground Electric - WB & EB Peoria Stations	3	25-Nov-26	01-Dec-26
C-S5-350-P1-410.2	Install Under Ground Electric - WB & EB Scranton Stations	3	05-Jan-27	08-Jan-27



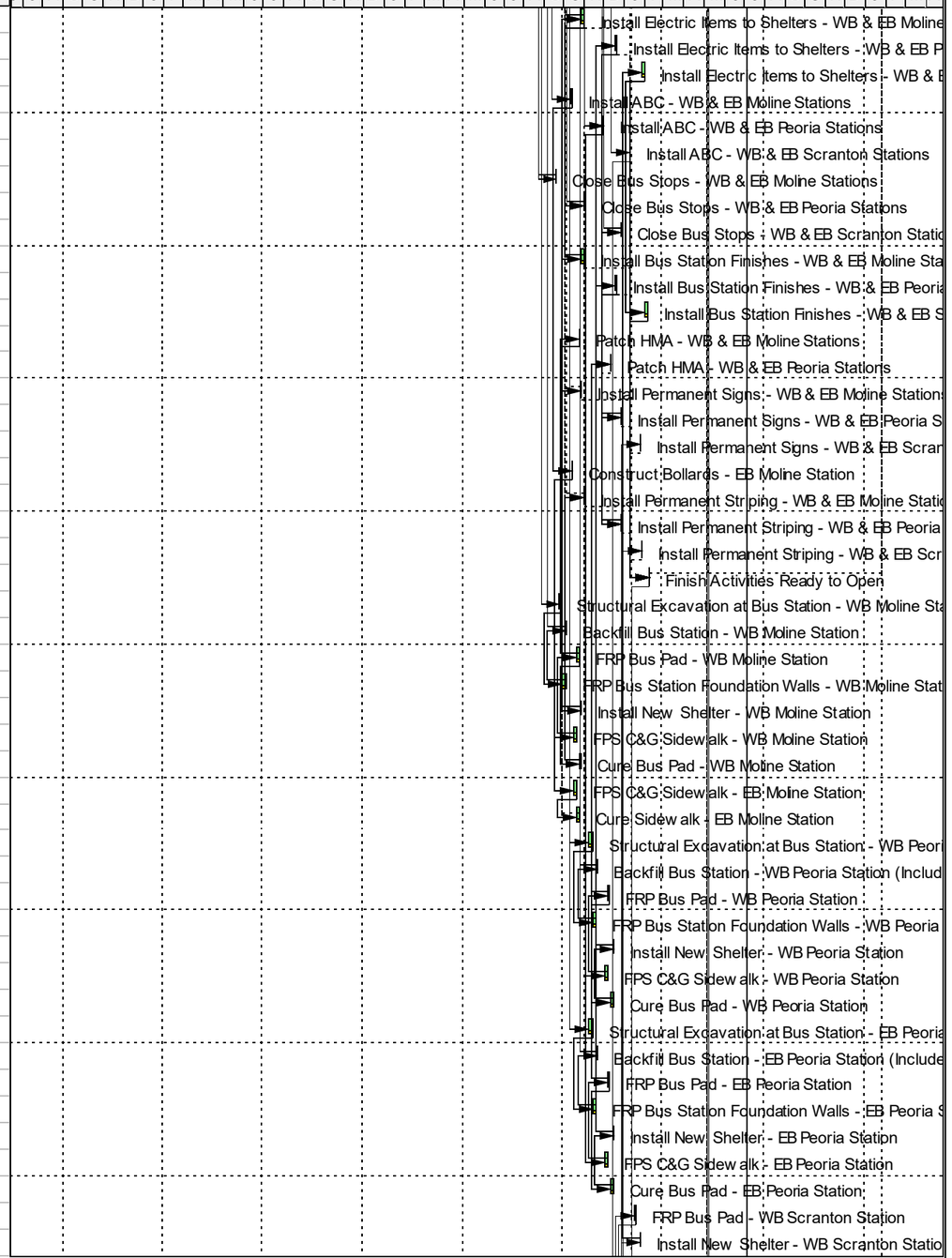
Primary Baseline | Remaining Work | Milestone
Actual Work | Critical Remaining Work | Summary

TASK filter: All Activities

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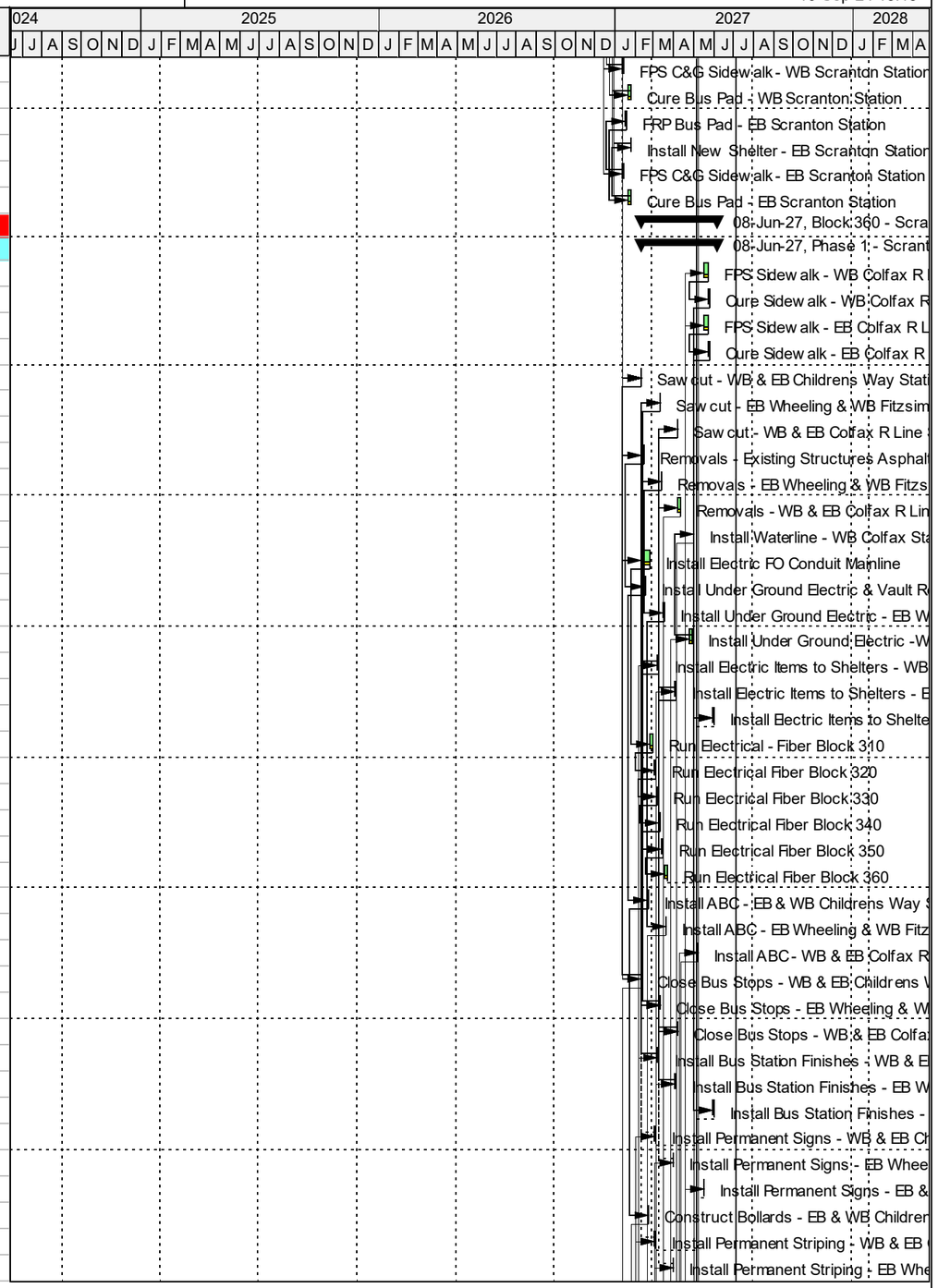
Activity ID	Activity Name	Original Duration	Start	Finish
C-S5-350-P1-415	Install Electric Items to Shelters - WB & EB Moline Stations	3	30-Oct-26	03-Nov-26
C-S5-350-P1-415.1	Install Electric Items to Shelters - WB & EB Peoria Stations	3	21-Dec-26	23-Dec-26
C-S5-350-P1-415.2	Install Electric Items to Shelters - WB & EB Scranton Stations	3	29-Jan-27	02-Feb-27
C-S5-350-P1-550	Install ABC - WB & EB Moline Stations	2	13-Oct-26	15-Oct-26
C-S5-350-P1-550.1	Install ABC - WB & EB Peoria Stations	1	03-Dec-26	03-Dec-26
C-S5-350-P1-550.2	Install ABC - WB & EB Scranton Stations	2	11-Jan-27	12-Jan-27
C-S5-350-P1-600	Close Bus Stops - WB & EB Moline Stations	1	21-Sep-26	21-Sep-26
C-S5-350-P1-600.1	Close Bus Stops - WB & EB Peoria Stations	1	04-Nov-26	04-Nov-26
C-S5-350-P1-600.2	Close Bus Stops - WB & EB Scranton Stations	1	29-Dec-26	29-Dec-26
C-S5-350-P1-625	Install Bus Station Finishes - WB & EB Moline Stations	3	30-Oct-26	03-Nov-26
C-S5-350-P1-625.1	Install Bus Station Finishes - WB & EB Peoria Stations	3	21-Dec-26	23-Dec-26
C-S5-350-P1-625.2	Install Bus Station Finishes - WB & EB Scranton Stations	3	04-Feb-27	08-Feb-27
C-S5-350-P1-810	Patch HMA - WB & EB Moline Stations	1	27-Oct-26	27-Oct-26
C-S5-350-P1-810.1	Patch HMA - WB & EB Peoria Stations	1	14-Dec-26	14-Dec-26
C-S5-350-P1-830	Install Permanent Signs - WB & EB Moline Stations	1	29-Oct-26	29-Oct-26
C-S5-350-P1-830.1	Install Permanent Signs - WB & EB Peoria Stations	1	28-Dec-26	28-Dec-26
C-S5-350-P1-830.2	Install Permanent Signs - WB & EB Scranton Stations	1	28-Jan-27	28-Jan-27
C-S5-350-P1-835	Construct Bollards - EB Moline Station	1	16-Oct-26	16-Oct-26
C-S5-350-P1-840	Install Permanent Striping - WB & EB Moline Stations	1	02-Nov-26	02-Nov-26
C-S5-350-P1-840.1	Install Permanent Striping - WB & EB Peoria Stations	1	28-Dec-26	28-Dec-26
C-S5-350-P1-840.2	Install Permanent Striping - WB & EB Scranton Stations	1	29-Jan-27	29-Jan-27
C-S5-350-P1-950	Finish Activities Ready to Open	1	09-Feb-27	09-Feb-27
C-S5-350-P1-B43-500	Structural Excavation at Bus Station - WB Moline Station	3	25-Sep-26	29-Sep-26
C-S5-350-P1-B43-505	Backfill Bus Station - WB Moline Station	1	07-Oct-26	07-Oct-26
C-S5-350-P1-B43-603	FRP Bus Pad - WB Moline Station	2	23-Oct-26	26-Oct-26
C-S5-350-P1-B43-605	FRP Bus Station Foundation Walls - WB Moline Station	4	30-Sep-26	06-Oct-26
C-S5-350-P1-B43-630	Install New Shelter - WB Moline Station	1	29-Oct-26	29-Oct-26
C-S5-350-P1-B43-920	FPS C&G Sidewalk - WB Moline Station	3	19-Oct-26	22-Oct-26
C-S5-350-P1-B43-922	Cure Bus Pad - WB Moline Station	3	27-Oct-26	30-Oct-26
C-S5-350-P1-B44-920	FPS C&G Sidewalk - EB Moline Station	3	19-Oct-26	22-Oct-26
C-S5-350-P1-B44-921	Cure Sidewalk - EB Moline Station	3	23-Oct-26	27-Oct-26
C-S5-350-P1-B45-500	Structural Excavation at Bus Station - WB Peoria Station	3	10-Nov-26	16-Nov-26
C-S5-350-P1-B45-505	Backfill Bus Station - WB Peoria Station (Includes cure time)	2	23-Nov-26	24-Nov-26
C-S5-350-P1-B45-603	FRP Bus Pad - WB Peoria Station	2	10-Dec-26	11-Dec-26
C-S5-350-P1-B45-605	FRP Bus Station Foundation Walls - WB Peoria Station	4	17-Nov-26	20-Nov-26
C-S5-350-P1-B45-630	Install New Shelter - WB Peoria Station	1	18-Dec-26	18-Dec-26
C-S5-350-P1-B45-920	FPS C&G Sidewalk - WB Peoria Station	3	04-Dec-26	08-Dec-26
C-S5-350-P1-B45-922	Cure Bus Pad - WB Peoria Station	3	14-Dec-26	17-Dec-26
C-S5-350-P1-B46-500	Structural Excavation at Bus Station - EB Peoria Station	3	10-Nov-26	16-Nov-26
C-S5-350-P1-B46-505	Backfill Bus Station - EB Peoria Station (Includes cure time)	2	23-Nov-26	24-Nov-26
C-S5-350-P1-B46-603	FRP Bus Pad - EB Peoria Station	2	10-Dec-26	11-Dec-26
C-S5-350-P1-B46-605	FRP Bus Station Foundation Walls - EB Peoria Station	4	17-Nov-26	20-Nov-26
C-S5-350-P1-B46-630	Install New Shelter - EB Peoria Station	1	18-Dec-26	18-Dec-26
C-S5-350-P1-B46-920	FPS C&G Sidewalk - EB Peoria Station	3	04-Dec-26	08-Dec-26
C-S5-350-P1-B46-922	Cure Bus Pad - EB Peoria Station	3	14-Dec-26	17-Dec-26
C-S5-350-P1-B47-603	FRP Bus Pad - WB Scranton Station	2	19-Jan-27	21-Jan-27
C-S5-350-P1-B47-630	Install New Shelter - WB Scranton Station	1	28-Jan-27	28-Jan-27



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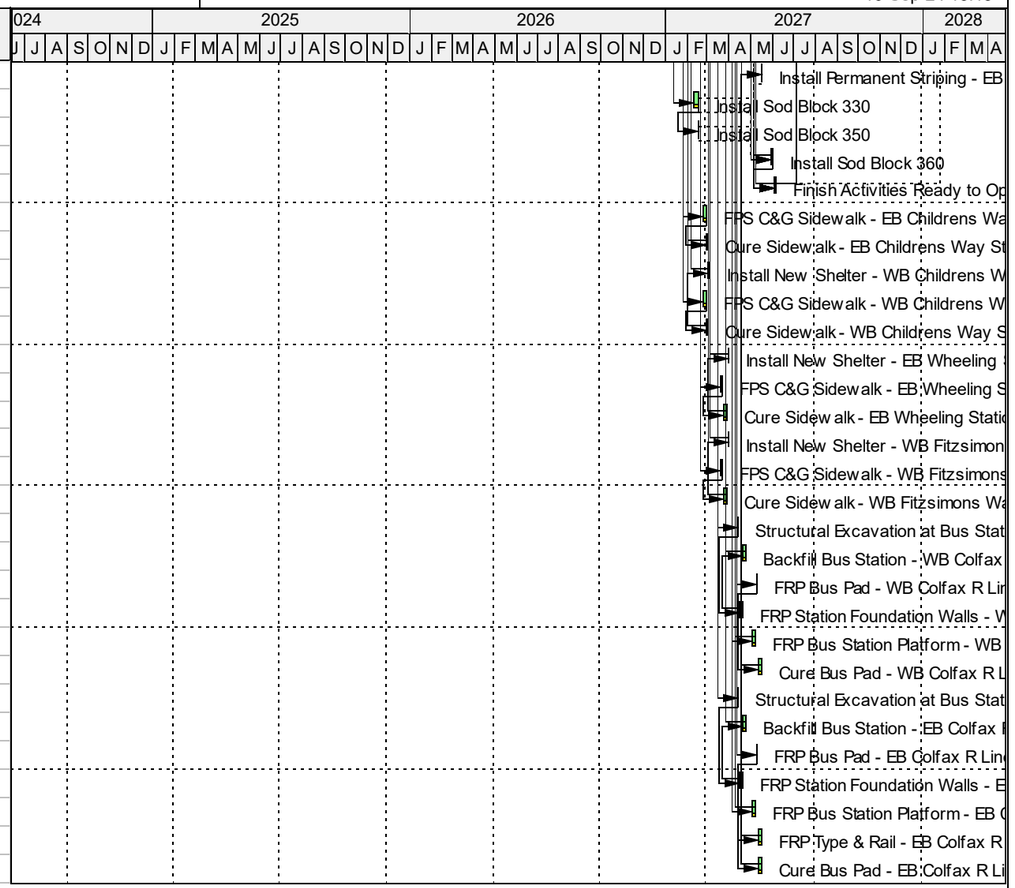
Activity ID	Activity Name	Original Duration	Start	Finish
C-S5-350-P1-B47-920	FPS C&G Sidew alk - WB Scranton Station	3	13-Jan-27	15-Jan-27
C-S5-350-P1-B47-922	Cure Bus Pad - WB Scranton Station	3	22-Jan-27	26-Jan-27
C-S5-350-P1-B48-603	FRP Bus Pad - EB Scranton Station	2	19-Jan-27	21-Jan-27
C-S5-350-P1-B48-630	Install New Shelter - EB Scranton Station	1	28-Jan-27	28-Jan-27
C-S5-350-P1-B48-920	FPS C&G Sidew alk - EB Scranton Station	3	13-Jan-27	15-Jan-27
C-S5-350-P1-B48-922	Cure Bus Pad - EB Scranton Station	3	22-Jan-27	26-Jan-27
Block 360 - Scranton to I-225		75	11-Feb-27	08-Jun-27
Phase 1 - Scranton to I-225 - Block 360 - Segment 5		75	11-Feb-27	08-Jun-27
C-S3-360-P1-B53-920	FPS Sidew alk - WB Colfax R Line Station	4	20-May-27	25-May-27
C-S3-360-P1-B53-921	Cure Sidew alk - WB Colfax R Line Station	3	26-May-27	28-May-27
C-S3-360-P1-B54-920	FPS Sidew alk - EB Colfax R Line Station	4	20-May-27	25-May-27
C-S3-360-P1-B54-921	Cure Sidew alk - EB Colfax R Line Station	3	26-May-27	28-May-27
C-S5-360-P1-003	Saw cut - WB & EB Childrens Way Stations	1	11-Feb-27	11-Feb-27
C-S5-360-P1-003.1	Saw cut - EB Wheeling & WB Fitzsimons Stations	1	12-Mar-27	12-Mar-27
C-S5-360-P1-003.2	Saw cut - WB & EB Colfax R Line Stations	1	08-Apr-27	08-Apr-27
C-S5-360-P1-110	Removals - Existing Structures Asphalt Mat Sidew alk Conrete Pavement Etc	2	12-Feb-27	16-Feb-27
C-S5-360-P1-110.1	Removals - EB Wheeling & WB Fitzsimons Stations	2	15-Mar-27	16-Mar-27
C-S5-360-P1-110.2	Removals - WB & EB Colfax R Line Stations	3	09-Apr-27	13-Apr-27
C-S5-360-P1-330	Install Waterline - WB Colfax Station	2	03-May-27	04-May-27
C-S5-360-P1-405	Install Electric FO Conduit Mainline	9	11-Feb-27	25-Feb-27
C-S5-360-P1-410	Install Under Ground Electric & Vault Relocation - EB & WB Childrens Way Stations (Includes I	3	17-Feb-27	19-Feb-27
C-S5-360-P1-410.1	Install Under Ground Electric - EB Wheeling & WB Fitzsimons Stations	3	17-Mar-27	19-Mar-27
C-S5-360-P1-410.2	Install Under Ground Electric -WB & EB Colfax R Line Stations	3	27-Apr-27	30-Apr-27
C-S5-360-P1-415	Install Electric Items to Shelters - WB & EB Childrens Way Stations	3	08-Mar-27	11-Mar-27
C-S5-360-P1-415.1	Install Electric Items to Shelters - EB Wheeling & WB Fitzsimons Stations	3	05-Apr-27	07-Apr-27
C-S5-360-P1-415.2	Install Electric Items to Shelters - WB & EB Colfax R Line Stations	3	01-Jun-27	03-Jun-27
C-S5-360-P1-420	Run Electrical - Fiber Block 310	3	26-Feb-27	02-Mar-27
C-S5-360-P1-420.1	Run Electrical Fiber Block 320	3	03-Mar-27	05-Mar-27
C-S5-360-P1-420.2	Run Electrical Fiber Block 330	2	08-Mar-27	09-Mar-27
C-S5-360-P1-420.3	Run Electrical Fiber Block 340	2	11-Mar-27	12-Mar-27
C-S5-360-P1-420.4	Run Electrical Fiber Block 350	4	15-Mar-27	18-Mar-27
C-S5-360-P1-420.5	Run Electrical Fiber Block 360	5	19-Mar-27	25-Mar-27
C-S5-360-P1-550	Install ABC - EB & WB Childrens Way Stations	1	22-Feb-27	22-Feb-27
C-S5-360-P1-550.1	Install ABC - EB Wheeling & WB Fitzsimons Stations	1	22-Mar-27	22-Mar-27
C-S5-360-P1-550.2	Install ABC - WB & EB Colfax R Line Stations	1	11-May-27	11-May-27
C-S5-360-P1-600	Close Bus Stops - WB & EB Childrens Way Stations	1	11-Feb-27	11-Feb-27
C-S5-360-P1-600.1	Close Bus Stops - EB Wheeling & WB Fitzsimons Stations	1	12-Mar-27	12-Mar-27
C-S5-360-P1-600.2	Close Bus Stops - WB & EB Colfax R Line Stations	1	08-Apr-27	08-Apr-27
C-S5-360-P1-625	Install Bus Station Finishes - WB & EB Childrens Way Stations	3	08-Mar-27	11-Mar-27
C-S5-360-P1-625.1	Install Bus Station Finishes - EB Wheeling & WB Fitzsimons Stations	3	05-Apr-27	07-Apr-27
C-S5-360-P1-625.2	Install Bus Station Finishes - WB & EB Colfax R Line Stations	3	01-Jun-27	03-Jun-27
C-S5-360-P1-830	Install Permanent Signs - WB & EB Childrens Way Stations	1	05-Mar-27	05-Mar-27
C-S5-360-P1-830.1	Install Permanent Signs - EB Wheeling & WB Fitzsimons Stations	1	02-Apr-27	02-Apr-27
C-S5-360-P1-830.2	Install Permanent Signs - EB & WB Colfax R Lines	1	19-May-27	19-May-27
C-S5-360-P1-835	Construct Bollards - EB & WB Childrens Way Stations	1	23-Feb-27	23-Feb-27
C-S5-360-P1-840	Install Permanent Striping - WB & EB Childrens Way Stations	1	05-Mar-27	05-Mar-27
C-S5-360-P1-840.1	Install Permanent Striping - EB Wheeling & WB Fitzsimons Stations	1	02-Apr-27	02-Apr-27



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Activity ID	Activity Name	Original Duration	Start	Finish
C-S5-360-P1-840.2	Install Permanent Striping - EB & WB Colfax R Lines	1	19-May-27	19-May-27
C-S5-360-P1-935	Install Sod Block 330	4	12-Feb-27	18-Feb-27
C-S5-360-P1-935.1	Install Sod Block 350	1	19-Feb-27	19-Feb-27
C-S5-360-P1-935.2	Install Sod Block 360	4	01-Jun-27	04-Jun-27
C-S5-360-P1-950	Finish Activities Ready to Open	2	07-Jun-27	08-Jun-27
C-S5-360-P1-B49-920	FPS C&G Sidew alk - EB Childrens Way Station	3	25-Feb-27	01-Mar-27
C-S5-360-P1-B49-921	Cure Sidew alk - EB Childrens Way Station	3	02-Mar-27	04-Mar-27
C-S5-360-P1-B50-630	Install New Shelter - WB Childrens Way Station	1	05-Mar-27	05-Mar-27
C-S5-360-P1-B50-920	FPS C&G Sidew alk - WB Childrens Way Station	3	25-Feb-27	01-Mar-27
C-S5-360-P1-B50-921	Cure Sidew alk - WB Childrens Way Station	3	02-Mar-27	04-Mar-27
C-S5-360-P1-B51-630	Install New Shelter - EB Wheeling Station Station	1	02-Apr-27	02-Apr-27
C-S5-360-P1-B51-920	FPS C&G Sidew alk - EB Wheeling Station	3	23-Mar-27	25-Mar-27
C-S5-360-P1-B51-921	Cure Sidew alk - EB Wheeling Station	3	26-Mar-27	30-Mar-27
C-S5-360-P1-B52-630	Install New Shelter - WB Fitzsimons Station	1	02-Apr-27	02-Apr-27
C-S5-360-P1-B52-920	FPS C&G Sidew alk - WB Fitzsimons Station	3	23-Mar-27	25-Mar-27
C-S5-360-P1-B52-921	Cure Sidew alk - WB Fitzsimons Way Station	3	26-Mar-27	30-Mar-27
C-S5-360-P1-B53-500	Structural Excavation at Bus Station - WB Colfax R-Line Station	2	15-Apr-27	16-Apr-27
C-S5-360-P1-B53-505	Backfill Bus Station - WB Colfax R Line Station	2	23-Apr-27	26-Apr-27
C-S5-360-P1-B53-603	FRP Bus Pad - WB Colfax R Line Station	2	12-May-27	13-May-27
C-S5-360-P1-B53-605	FRP Station Foundation Walls - WB Colfax R Line Station	4	19-Apr-27	22-Apr-27
C-S5-360-P1-B53-610	FRP Bus Station Platform - WB Colfax R Line Station	3	06-May-27	10-May-27
C-S5-360-P1-B53-922	Cure Bus Pad - WB Colfax R Line Station	3	14-May-27	18-May-27
C-S5-360-P1-B54-500	Structural Excavation at Bus Station - EB Colfax R-Line Station	2	15-Apr-27	16-Apr-27
C-S5-360-P1-B54-505	Backfill Bus Station - EB Colfax R Line Station	2	23-Apr-27	26-Apr-27
C-S5-360-P1-B54-603	FRP Bus Pad - EB Colfax R Line Station	2	12-May-27	13-May-27
C-S5-360-P1-B54-605	FRP Station Foundation Walls - EB Colfax R Line Station	4	19-Apr-27	22-Apr-27
C-S5-360-P1-B54-610	FRP Bus Station Platform - EB Colfax R Line Station	3	06-May-27	10-May-27
C-S5-360-P1-B54-617	FRP Type & Rail - EB Colfax R Line Station	4	14-May-27	19-May-27
C-S5-360-P1-B54-922	Cure Bus Pad - EB Colfax R Line Station	3	14-May-27	18-May-27



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Exhibit Q

Contractor's GMP Proposal Summary

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Exhibit Q - East Colfax Ave BRT - Denver 100% GMP - FINAL

Kraemer North America

July 26, 2024

Client Bid #	Bid Description	Bid Quantity	Units	Total Cost
201-00001	CLEARING AND GRUBBING	1.00	LS	$ 19,261.91
202-00000	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00	LS	$ 51,235.57
202-00001	REMOVAL OF STRUCTURE (PARKING METER)	170.00	EACH	$ 6,529.70
202-00002	REMOVAL OF STRUCTURE (WATER METER)	3.00	EACH	$ 4,189.26
202-00003	REMOVAL OF STRUCTURE (SPECIAL)	22.00	EACH	$ 336,193.88
202-00010	REMOVAL OF TREE	23.00	EACH	$ 10,842.89
202-00011	TREE TRIMMING	20.00	HOUR	$ 2,800.00
202-00019	REMOVAL OF INLET	105.00	EACH	$ 266,266.35
202-00021	REMOVAL OF MANHOLE	8.00	EACH	$ 36,424.16
202-00031	REMOVAL OF FIRE HYDRANT	10.00	EACH	$ 30,574.80
202-00032	REMOVAL OF VALVE	7.00	EACH	$ 4,722.72
202-00035	REMOVAL OF PIPE	5,658.00	LF	$ 872,757.82
202-00039	REMOVAL OF BOLLARD	20.00	EACH	$ 4,931.60
202-00090	REMOVAL OF DELINEATOR	326.00	EACH	$ 3,142.64
202-00155	REMOVAL OF WALL	355.00	LF	$ 12,460.50
202-00195	REMOVAL OF MEDIAN COVER	6,764.00	SY	$ 195,817.80
202-00200	REMOVAL OF SIDEWALK	22,652.00	SY	$ 496,305.32
202-00201	REMOVAL OF CURB	27,780.00	LF	$ 253,909.20
202-00203	REMOVAL OF CURB AND GUTTER	22,840.00	LF	$ 393,761.60
202-00205	REMOVAL OF WHEEL STOP	15.00	EACH	$ 844.20
202-00210	REMOVAL OF CONCRETE PAVEMENT	12,114.00	SY	$ 299,700.36
202-00220	REMOVAL OF ASPHALT MAT	51,781.00	SY	$ 1,284,686.61
202-00221	REMOVAL OF ASPHALT MAT (SAWCUT)	62,359.00	LF	$ 287,474.99
202-00222	REMOVAL OF DETOUR PAVEMENT	1,337.00	SY	$ 44,682.54
202-00240	REMOVAL OF ASPHALT MAT (PLANING)	165,695.00	SY	$ 690,948.15
202-00250	REMOVAL OF PAVEMENT MARKING	125,000.00	SF	$ 165,000.00
202-00420	REMOVAL OF PEDESTRIAN RAIL	85.00	LF	$ 5,512.25
202-00700	REMOVAL OF LIGHT STANDARD	14.00	EACH	$ 17,823.34
202-00705	REMOVAL OF LIGHT STANDARD FOUNDATION	117.00	EACH	$ 176,984.73
202-00750	REMOVAL OF LUMINAIRE	23.00	EACH	$ 1,751.22
202-00810	REMOVAL OF GROUND SIGN	169.00	EACH	$ 16,257.80
202-00821	REMOVAL OF SIGN PANEL	309.00	EACH	$ 15,743.55
202-00827	REMOVAL OF PULL BOX	84.00	EACH	$ 26,607.00
202-00828	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	1.00	LS	$ 157,815.23
202-00831	REMOVAL OF TRAFFIC SIGNAL HEAD	120.00	EACH	$ 14,740.80
202-00840	REMOVAL OF TRAFFIC SIGNAL POLE	26.00	EACH	$ 45,110.78
202-00848	REMOVAL OF TRAFFIC SIGNAL CONTROLLER AND CABINET	1.00	EACH	$ 1,587.82
202-00860	REMOVAL OF PEDESTRIAN PUSH BUTTON	104.00	EACH	$ 4,328.48
202-00887	REMOVAL OF RADAR DETECTION SYSTEM	2.00	EACH	$ 1,041.62
202-00888	REMOVAL OF VIDEO DETECTION SYSTEM	60.00	EACH	$ 7,797.00
202-01000	REMOVAL OF FENCE	262.00	LF	$ 4,063.62
202-02000	REMOVAL OF STREETCAR TRACK	13,138.00	LF	$ 687,918.82

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202-04000	PLUG STRUCTURE	7.00	EACH	$	9,277.04
202-04005	CLEAN VALVE BOX	162.00	EACH	$	38,319.48
202-77777	AIR SPADING	80.00	HOUR	$	29,410.40
202-88888	REMOVAL OF BRICK-LINED STORM SEWER	58.00	EACH	$	114,919.98
202-99999	ABANDON PIPE	867.00	LF	$	117,264.35
203-00010	UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE)	2,951.00	CY	$	212,253.63
203-00050	UNSUITABLE MATERIAL	2,000.00	CY	$	266,540.00
203-01594	COMBINATION LOADER	60.00	HOUR	$	9,711.60
203-01597	POTHOLING (LARGE)	6,500.00	HOUR	$	2,588,300.00
203-0159X	POTHOLING (SMALL)	3,500.00	HOUR	$	1,093,372.00
206-00000	STRUCTURE EXCAVATION (SOIL CELLS)	8,129.00	CY	$	1,317,629.61
206-00100	STRUCTURE BACKFILL (CLASS 1)	2,045.00	CY	$	207,808.81
207-00205	TOPSOIL	4,543.00	CY	$	499,139.41
208-00002	EROSION LOG TYPE 1 (12 INCH)	5,000.00	LF	$	29,700.00
208-00035	AGGREGATE BAG	1,800.00	LF	$	17,136.00
208-00046	PRE-FABRICATED CONCRETE WASHOUT STRUCTURE (TYPE 1)	10.00	EACH	$	172,558.80
208-00053	STORM DRAIN INLET PROTECTION (TYPE I) (84 INCH)	550.00	EACH	$	81,642.00
208-00054	STORM DRAIN INLET PROTECTION (TYPE II)	1,500.00	EACH	$	234,375.00
208-00070	PRE-FABRICATED VEHICLE TRACKING PAD	5.00	EACH	$	113,378.75
208-00103	REMOVAL AND DISPOSAL OF SEDIMENT (LABOR)	80.00	HOUR	$	4,689.60
208-00105	REMOVAL AND DISPOSAL OF SEDIMENT (EQUIPMENT)	40.00	HOUR	$	2,881.20
208-00106	SWEEPING (SEDIMENT REMOVAL)	3,000.00	HOUR	$	670,320.00
208-00107	REMOVAL OF TRASH	80.00	HOUR	$	7,083.20
208-00200	EROSION CONTROL MANAGEMENT (ECM)	1.00	LS	$	696,328.37
210-00003	RESET TERRACOTTA NAME PLATE	1.00	EACH	$	560.96
210-00004	RESET TRASH RECEPTACLE	22.00	EACH	$	4,942.30
210-00006	REST FLAGSTONE PAVERS	18.00	SY	$	7,177.81
210-00010	RESET STRUCTURE (MAILBOX)	2.00	EA	$	427.72
210-00035	RESET WATER METER	30.00	EA	$	44,591.31
210-00050	RESET FIRE HYDRANT	10.00	EACH	$	214,985.91
210-00476	RESET MICROWAVE VEHICLE RADAR DETECTOR (MVRD)	5.00	EACH	$	6,634.50
210-00479	RESET RADIO COMMUNICATION ANTENNA	4.00	EACH	$	39,472.08
210-00750	RESET LIGHT STANDARD	103.00	EACH	$	471,499.50
210-00810	RESET GROUND SIGN	245.00	EACH	$	99,239.70
210-00815	RESET SIGN PANEL (PARENT)	200.00	EACH	$	14,238.00
210-00831	RESET TRAFFIC SIGNAL HEAD	12.00	EACH	$	5,786.76
210-00866	RESET FIRE PREEMPTION UNIT AND TIMER	56.00	EACH	$	162,257.87
210-00870	RESET COORDINATION UNIT	11.00	EACH	$	1,429.45
210-00890	RESET INTERSECTION DETECTION SYSTEM (CAMERA)	3.00	EACH	$	3,980.70
210-01710	RESET WATER VALVE	30.00	EA	$	75,000.00
210-04010	ADJUST MANHOLE	331.00	EACH	$	459,960.91
210-04015	MODIFY MANHOLE	65.00	EACH	$	642,655.00
210-04020	MODIFY INLET	13.00	EACH	$	17,812.60
210-04050	ADJUST VALVE BOX	191.00	EACH	$	147,043.64
210-04060	ADJUST WATER METER	154.00	EACH	$	315,082.61
212-00100	TREE RETENTION AND PROTECTION	1.00	LS	$	255,161.62
213-00008	MULCHING (WOOD CHIP)	7,560.00	CF	$	63,753.48
213-00010	SOIL CELL SUSPENDED PAVEMENT SYSTEM	4,214.00	CY	$	1,000,319.32

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213-00480	PLANTER FENCING	2,613.00	LF	$	337,495.08
213-00500	TREE GRATE	157.00	EACH	$	332,290.50
213-00520	TREE GUARD	157.00	EACH	$	162,443.19
214-00000	LANDSCAPE ESTABLISHMENT	1.00	LS	$	296,744.11
214-00225	DECIDUOUS TREE (2.5 INCH CALIPER)	178.00	EACH	$	175,464.92
214-00350	DECIDUOUS SHRUB (5 GALLON CONTAINER)	623.00	EACH	$	55,138.62
214-00650	EVERGREEN SHRUB (5 GALLON CONTAINER)	623.00	EACH	$	56,405.80
214-00900	ORNAMENTAL GRASS (1 GALLON CONTAINER)	283.00	EACH	$	9,788.40
214-00910	PERENNIALS (1 GALLON CONTAINER)	359.00	EACH	$	11,686.53
240-00000	WILDLIFE BIOLOGIST	40.00	HOUR	$	4,948.44
250-00010	ENVIRONMENTAL HEALTH AND SAFETY MANAGEMENT	1.00	LS	$	87,280.22
250-00050	MONITORING TECHNICIAN	100.00	HOUR	$	10,515.00
250-00110	HEALTH AND SAFETY OFFICER	100.00	HOUR	$	12,887.00
250-00205	MATERIALS MANAGEMENT PLAN SUPERVISOR	100.00	HOUR	$	10,515.00
304-05000	AGGREGATE BASE COURSE (CLASS 5)	575.00	CY	$	73,486.73
304-06000	AGGREGATE BASE COURSE (CLASS 6)	1,260.00	TON	$	226,371.60
306-01000	RECONDITIONING (PARENT)	55,201.00	SY	$	477,488.65
403-00720	HOT MIX ASPHALT (PATCHING) (PARENT)	10,455.00	TON	$	4,380,540.45
403-33841	HMA (GR S)(100)(PG 64-22) (PARENT)	14,736.00	TON	$	2,489,205.12
403-34871	HMA (GR SX)(100)(PG 76-28) (PARENT)	29,603.00	TON	$	4,657,439.99
411-10255	EMULSIFIED ASPHALT (SS) (PARENT)	33,730.00	GAL	$	156,169.90
412-00800	CONCRETE DRIVEWAY (8 INCH)	4,425.00	SY	$	470,598.75
412-00900	CONCRETE PAVEMENT (9 INCH)	1,106.00	SY	$	129,932.88
412-01100	CONCRETE PAVEMENT (11 INCH)	5,377.00	SY	$	767,566.75
420-00132	GEOTEXTILE (SEPARATOR) (CLASS 1)	14,288.00	SY	$	72,011.52
420-00300	GEOTEXTILE (REINFORCEMENT)	500.00	SY	$	2,310.00
503-00024	DRILLED SHAFT (24 INCH)	272.00	LF	$	179,215.36
503-00036	DRILLED SHAFT (36 INCH)	992.00	LF	$	733,177.28
503-00042	DRILLED SHAFT (42 INCH)	42.00	LF	$	51,700.32
503-00054	DRILLED SHAFT (54 INCH)	15.00	LF	$	20,588.84
601-01000	CONCRETE CLASS B	1.00	CY	$	2,599.01
601-03000	CONCRETE CLASS D	12.00	CY	$	9,016.44
602-00000	REINFORCING STEEL	158.00	LB	$	662.02
603-01150	15 INCH REINFORCED CONCRETE PIPE	3,345.00	LF	$	1,401,421.20
603-01180	18 INCH REINFORCED CONCRETE PIPE	2,924.00	LF	$	1,154,570.64
603-01240	24 INCH REINFORCED CONCRETE PIPE	1,126.00	LF	$	617,971.32
603-01275	27 INCH REINFORCED CONCRETE PIPE	121.00	LF	$	53,785.71
603-01300	30 INCH REINFORCED CONCRETE PIPE	372.00	LF	$	196,044.00
603-01360	36 INCH REINFORCED CONCRETE PIPE	25.00	LF	$	15,781.50
603-50027	27 INCH PLASTIC PIPE	323.00	LF	$	181,332.20
604-16005	INLET TYPE 16 (SINGLE)	40.00	EACH	$	373,057.20
604-16010	INLET TYPE 16 (DOUBLE)	10.00	EACH	$	149,364.60
604-16015	INLET TYPE 16 (TRIPLE)	10.00	EACH	$	245,230.00
604-16055	INLET TYPE R L10 (5 FOOT)	1.00	EACH	$	16,490.14
604-16060	INLET TYPE R L10 (10 FOOT)	1.00	EACH	$	22,559.15
604-19105	INLET TYPE 14 (6 FOOT)	72.00	EACH	$	833,585.76
604-19110	INLET TYPE 14 (9 FOOT)	17.00	EACH	$	276,015.06
604-19215	INLET TYPE 14 (15 FOOT)	5.00	EACH	$	196,416.85

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604-19900	PIPE INLET CONNECTION	19.00	EACH	$	184,779.75
604-25005	INLET TYPE 16 VALLEY (SINGLE)	6.00	EACH	$	54,956.10
604-25010	INLET TYPE 16 VALLEY (DOUBLE)	1.00	EACH	$	20,358.05
604-30005	MANHOLE TYPE C FLAT TOP (5 FOOT) (4 FOOT DIAM)	5.00	EACH	$	52,928.15
604-30010	MANHOLE TYPE C FLAT TOP (10 FOOT) (4 FOOT DIAM)	7.00	EACH	$	78,830.57
604-30015	MANHOLE TYPE C FLAT TOP (15 FOOT) (4 FOOT DIAM)	5.00	EACH	$	104,196.05
604-31015	MANHOLE TYPE B (15 FOOT) (4 FOOT DIAM)	3.00	EACH	$	64,417.28
604-31020	MANHOLE TYPE B (20 FOOT) (4 FOOT DIAM)	2.00	EACH	$	52,327.35
604-39010	MANHOLE TYPE C CONE (10 FOOT) (4 FOOT DIAM)	25.00	EACH	$	285,115.00
604-39015	MANHOLE TYPE C CONE (15 FOOT) (4 FOOT DIAM)	1.00	EACH	$	14,542.93
604-39110	MANHOLE TYPE C CONE (10 FOOT) (5 FOOT DIAM)	1.00	EACH	$	14,750.51
604-39115	MANHOLE TYPE C CONE (15 FOOT) (5 FOOT DIAM)	1.00	EACH	$	17,063.24
604-39210	MANHOLE TYPE C CONE (10 FOOT) (6 FOOT DIAM)	3.00	EACH	$	50,167.43
604-50050	REPLACE GRATE	19.00	EACH	$	23,977.56
604-50200	MANHOLE RING AND COVER	17.00	EACH	$	17,566.10
604-83104	4 INCH PLASTIC DRAIN PIPE (POLYVINYL CHLORIDE)	4,429.00	LF	$	729,323.43
605-84100	DRAIN PIPE CLEANOUT (4 INCH)	144.00	EACH	$	73,539.36
607-11455	FENCE WOOD	147.00	LF	$	22,050.00
607-53500	FENCE CHAIN LINK (PEDESTRIAN)	21,900.00	LF	$	332,661.00
608-00006	CONCRETE SIDEWALK (6 INCH)	22,649.00	SY	$	1,735,366.38
608-00010	CONCRETE CURB RAMP	5,559.00	SY	$	1,118,637.57
608-00015	DETECTABLE WARNINGS	574.00	SF	$	78,351.00
608-00350	CONCRETE SIDEWALK (COLORED)	455.00	SY	$	47,465.60
608-10000	SIDEWALK DRAIN	177.00	LF	$	71,587.65
609-20010	6 INCH CURB HEAD	3,943.00	LF	$	127,595.48
609-21010	6 INCH CURB AND GUTTER - 1 FOOT SPILL PAN	491.00	LF	$	14,396.12
609-21020	6 INCH CURB AND GUTTER - 2 FOOT CATCH PAN	15,730.00	LF	$	509,022.80
609-21900	4 INCH MOUNTABLE CURB	54.00	LF	$	4,094.82
609-24000	GUTTER TYPE 2 (SPECIAL)	205.00	LF	$	41,783.10
609-24006	GUTTER TYPE 2 (6 FOOT)	62.00	LF	$	6,004.70
609-24008	GUTTER TYPE 2 (8 FOOT)	181.00	LF	$	22,168.88
609-40031	6 INCH CURB (KEY-WAY)	12,811.00	LF	$	209,972.29
609-40130	4 INCH MOUNTABLE CURB (MEDIAN)	149.00	LF	$	7,247.36
609-40140	MEDIAN CURB NOSE (MODIFIED)	28.00	EACH	$	24,064.60
609-40160	CAST IN PLACE CONCRETE BIKE LANE BUFFER	74.00	SY	$	18,705.72
609-71000	CONCRETE CURB (SPECIAL)	6,078.00	LF	$	155,110.56
609-71010	PRECAST CONCRETE CURB (SPECIAL)	985.00	EACH	$	343,043.98
609-71020	PLOWABLE END SECTION	68.00	EACH	$	44,691.64
609-71030	RETAINING CURB	2,174.00	LF	$	180,246.34
610-00030	MEDIAN COVER MATERIAL (CONCRETE)	40,932.00	SF	$	543,576.96
613-00102	1 INCH ELECTRICAL CONDUIT (GALVANIZED RIGID CONDUI	115.00	LF	$	21,801.70
613-00206	2 INCH ELECTRICAL CONDUIT (BORED)	102,660.00	LF	$	2,734,759.74
613-00306	3 INCH ELECTRICAL CONDUIT (BORED)	15,074.00	LF	$	596,839.96
613-01100	1 INCH ELECTRICAL CONDUIT (PLASTIC)	250.00	LF	$	6,599.00
613-01200	2 INCH ELECTRICAL CONDUIT (PLASTIC)	736.00	LF	$	21,669.31
613-01300	3 INCH ELECTRICAL CONDUIT (PLASTIC)	4,620.00	LF	$	192,302.88
613-07000	PULLBOX (TRAFFIC RATED) (24"X36"X36")	31.00	EACH	$	107,760.40
613-07007	TYPE A PULLBOX	32.00	EACH	$	36,873.09

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613-07008	TYPE B PULLBOX	2.00	EACH	$	2,521.83
613-07009	TYPE C PULLBOX	217.00	EACH	$	577,418.34
613-07011	PULL BOX (11"X18"X12")	81.00	EACH	$	85,522.88
613-07023	PULL BOX (24"X36"X24")	26.00	EACH	$	68,101.51
613-10000	WIRING	1.00	LS	$	918,972.31
613-13000	LUMINAIRE (LED) (SPECIAL)	88.00	EACH	$	100,686.26
613-16000	LUMINAIRE (PEDESTRIAN) (HEAD ONLY)	29.00	EACH	$	103,045.70
613-30005	LIGHT STANDARD AND LUMINAIRE (PEDESTRIAN)	81.00	EACH	$	935,899.52
613-40010	LIGHT STANDARD FOUNDATION	184.00	EACH	$	462,334.96
613-50109	METER POWER PEDESTAL	57.00	EACH	$	499,401.00
613-50132	2-PLEX RECEPTACLE (WITH BOX AND COVER)	81.00	EACH	$	18,338.08
614-00001	FIBER OPTIC LINE ADJUSTMENT	5,510.00	LF	$	267,108.27
614-00002	FIBER OPTIC SPLICE (144 BACKBONE)	16.00	EACH	$	129,299.49
614-00003	FIBER OPTIC SPLICE (GATOR PATCH)	10.00	EACH	$	43,817.26
614-00011	SIGN PANEL (CLASS I)	5,366.00	SF	$	149,228.46
614-00012	SIGN PANEL (CLASS II)	1,402.00	SF	$	48,394.24
614-00070	PARKING METER (SINGLE)(INSTALL ONLY)	12.00	EACH	$	4,968.24
614-00071	PARKING METER (DOUBLE)(INSTALL ONLY)	67.00	EACH	$	27,739.34
614-00216	STEEL SIGNPOST (2X2 INCH TUBING)	8,166.00	LF	$	496,166.16
614-70000	PROGRAMMABLE TRAFFIC SIGNAL FACE	6.00	EACH	$	54,889.34
614-70100	BLUE LIGHT INDICATOR	12.00	EACH	$	10,635.53
614-70150	PEDESTRIAN SIGNAL FACE (16) (COUNTDOWN)	203.00	EACH	$	148,591.94
614-70200	ACCESSIBLE PEDESTRIAN SIGNAL	261.00	EACH	$	538,693.30
614-70336	TRAFFIC SIGNAL FACE (12-12-12)	422.00	EACH	$	563,380.55
614-70448	TRAFFIC SIGNAL FACE (12-12-12-12)	9.00	EACH	$	12,691.37
614-72855	TRAFFIC SIGNAL CONTROLLER CABINET	20.00	EACH	$	895,269.04
614-72863	PEDESTRIAN PUSH BUTTON POST ASSEMBLY	125.00	EACH	$	241,751.25
614-72866	FIRE PREEMPTION UNIT AND TIMER	18.00	EACH	$	96,651.77
614-72886	INTERSECTION DETECTION SYSTEM (CAMERA)	112.00	EACH	$	1,537,867.97
614-81000	TRAFFIC SIGNAL-LIGHT POLE STEEL	9.00	EACH	$	47,101.52
614-81020	TRAFFIC SIGNAL-LIGHT POLE STEEL (2 MAST ARM)	4.00	EACH	$	122,623.35
614-81120	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-20 FOOT MAST AR	5.00	EACH	$	94,583.76
614-81125	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-25 FOOT MAST AR	6.00	EACH	$	116,862.94
614-81130	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-30 FOOT MAST AR	24.00	EACH	$	480,048.72
614-81135	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-35 FOOT MAST AR	24.00	EACH	$	497,348.23
614-81140	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-40 FOOT MAST AR	10.00	EACH	$	227,583.76
614-81145	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-45 FOOT MAST AR	1.00	EACH	$	26,002.03
614-81150	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-50 FOOT MAST AR	5.00	EACH	$	139,807.11
614-81155	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-55 FOOT MAST AR	1.00	EACH	$	32,151.27
614-81170	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-70 FOOT MAST AR	1.00	EACH	$	35,813.20
614-84000	TRAFFIC SIGNAL PEDESTAL POLE STEEL	52.00	EACH	$	69,051.79
614-86105	TELEMETRY (FIELD)	9.00	EACH	$	59,829.44
614-86239	TRAFFIC SIGNAL CONTROLLER (SOLID STATE) (FULL-ACTU	7.00	EACH	$	38,070.05
614-86800	UNINTERRUPTED POWER SUPPLY	20.00	EACH	$	147,248.74
614-86900	MODIFICATION OF TRAFFIC SIGNAL CONTROLLER	16.00	EACH	$	218,071.07
614-87330	REMOVE AND RELOCATE CCTV AND WIRING	1.00	LS	$	24,652.72
614-87333	CLOSED CIRCUIT TELEVISION CAMERA (TRAFFIC SURVEILL	3.00	EACH	$	21,079.00
614-87424	FIBER OPTIC CABLE (SINGLE MODE) (24 STRANDS)	13,735.00	LF	$	76,696.24

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61487498	FIBER OPTICE CABLE (SINGLE MODE)(144 STRANDS)	31,775.00	LF	$	225,824.93
614-87690	ETHERNET SWITCH	9.00	EACH	$	58,184.77
614-99999	COMMUNICATION CABLE (CAT6)	490.00	LF	$	1,502.83
619-00001	WATER METER	1.00	EACH	$	4,179.85
619-06060	6 INCH DUCTILE IRON PIPE	227.00	LF	$	61,735.37
619-10160	16 INCH WELDED STEEL PIPE	16.00	LF	$	12,719.46
619-40050	5/8 INCH COPPER PIPE	360.00	LF	$	30,125.16
619-40060	3/4 INCH COPPER PIPE	223.00	LF	$	20,993.44
619-40080	1 INCH COPPER PIPE	660.00	LF	$	70,417.38
619-40120	1-1/2 INCH COPPER PIPE	47.00	LF	$	7,669.32
619-75048	6 INCH GATE VALVE	6.00	EACH	$	26,478.63
619-77400	CURB STOP AND BOX	10.00	EACH	$	12,447.49
619-78048	6 INCH FIRE HYDRANT	9.00	EACH	$	133,783.31
620-00005	FIELD OFFICE (SPECIAL)	1.00	EACH	$	949,385.62
622-00010	BICYCLE RACK	146.00	EACH	$	147,051.20
622-00270	BOLLARD	14.00	EACH	$	21,808.36
622-00350	TRASH RECEPTACLE	5.00	EACH	$	18,546.44
622-30000	STATION CENTER PLATFORM	30.00	EACH	$	33,061,897.20
623-00169	NETAFIM DRIP TUBING	30,390.00	LF	$	171,885.84
623-00212	12 INCH POP-UP SPRAY SPRINKLER	222.00	EACH	$	13,821.28
623-00601	1 INCH PLASTIC PIPE	1,462.00	LF	$	9,875.81
623-00607	1 INCH POLYETHYLENE PIPE	3,955.00	LF	$	19,834.33
623-00611	1-1/2 INCH HDPE PIPE	15,510.00	LF	$	160,621.56
623-00612	2 INCH HDPE PIPE (IRRIGATION/SLEEVE)	13,575.00	LF	$	384,606.90
623-00614	4 INCH HDPE PIPE (IRRIGATION/SLEEVE)	9,910.00	LF	$	377,551.18
623-01708	1 INCH BACKFLOW PREVENTER	8.00	EACH	$	43,018.27
623-01808	1 INCH PRESSURE REDUCING VALVE	3.00	EACH	$	7,056.68
623-03005	1 INCH DRIP CONTROL VALVE	56.00	EACH	$	96,390.62
623-03108	1 INCH AUTOMATIC CONTROL VALVE	27.00	EACH	$	42,498.49
623-04003	CONTROLLER COMMUNICATION CABLE (2-WIRE)	15,510.00	LF	$	24,149.07
623-04004	LIGHTNING ARRESTOR	57.00	EACH	$	87,226.82
623-04006	3/4 INCH QUICK-COUPLER VALVE	55.00	EACH	$	95,081.20
623-05012	1-1/2 INCH GATE VALVE	78.00	EACH	$	100,123.30
623-06900	VALVE BOX	16.00	EACH	$	2,040.13
623-06902	VALVE BOX SPECIAL (CONCRETE - STANDARD)	155.00	EACH	$	135,381.34
623-06903	VALVE BOX SPECIAL (CONCRETE - JUMBO)	42.00	EACH	$	46,422.60
623-07008	1 INCH WATER METER	8.00	EACH	$	33,698.18
623-07500	SOIL MOISTURE SENSOR	69.00	EACH	$	53,938.61
623-07510	WEATHER STATION	8.00	EACH	$	7,486.14
623-07601	1 INCH FLOW SENSOR	8.00	EACH	$	22,631.78
623-08152	52 STATION AUTOMATIC CONTROLLER	8.00	EACH	$	202,095.36
625-00000	CONSTRUCTION SURVEYING	1.00	LS	$	1,171,805.00
625-00001	CONSTRUCTION SURVEYING (HOURLY)	160.00	HOUR	$	36,000.00
625-00205	VIBRATION MONITORING	1.00	LS	$	1,085,774.00
626-01002	PUBLIC INFORMATION SERVICES (TIER II)	1.00	LS	$	1,585,425.00
627-00001	PAVEMENT MARKING PAINT	3,100.00	GAL	$	156,953.00
627-00005	EPOXY PAVEMENT MARKING	975.00	GAL	$	148,102.50
627-30405	PREF THERMO PVMT MARK (WORD-SYM)	17,576.00	SF	$	266,979.44

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627-30410	PREF THERMO PVMT MARK (XWALK-STOP)	40,232.00	SF	$	407,550.16
627-30414	PREF THERMO PVMT MARK (DEC GREEN)	9,080.00	SF	$	183,870.00
627-30416	PREF THERMO PVMT MARK (DEC RED)	45,904.00	SF	$	929,556.00
627-70038	TUBULAR SM (SURFACE MOUNT)	69.00	EACH	$	12,297.73
627-70041	6 FOOT LONG RUBBERIZED CURB (ASPHAT)	44.00	EACH	$	7,842.03
629-01006	SURVEY MONUMENT (TYPE 6)	24.00	EACH	$	42,960.00
630-00000	FLAGGING	31,200.00	HOUR	$	1,278,888.00
630-00002	UNIFORMED TRAFFIC CONTROL (SECURITY)	2,000.00	DAY	$	374,500.00
630-00003	UNIFORMED TRAFFIC CONTROL	1,560.00	HOUR	$	292,110.00
630-00006	UNIFORMED TRAFFIC CONTROL (VEHICLE)	1,560.00	HOUR	$	55,270.80
630-00007	TRAFFIC CONTROL INSPECTION	370.00	DAY	$	149,798.20
630-00010	SIGN CLEANING	312.00	HOUR	$	23,683.92
630-00012	TRAFFIC CONTROL MANAGEMENT (SPECIAL)	2,358.00	TCM	$	2,505,964.50
630-80335	BARRICADE (TYPE 3 M-A) (TEMPORARY)	316.00	EACH	$	87,955.44
630-80340	PEDESTRIAN BARRICADE (ADA)	372.00	LF	$	20,709.24
630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	2,336.00	EACH	$	153,685.44
630-80342	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	202.00	EACH	$	13,903.66
630-80344	CONSTRUCTION TRAFFIC SIGN (SPECIAL)	178.00	SF	$	2,251.70
630-80350	VERTICAL PANEL	731.00	EACH	$	35,511.98
630-80355	PORTABLE MESSAGE SIGN PANEL	16.00	EACH	$	469,635.68
630-80356	ADV WARNING FLASHING OR SEQ ARROW PANEL (A TYPE)	17.00	EACH	$	129,048.53
630-80360	DRUM CHANNELIZING DEVICE	830.00	EACH	$	60,482.10
630-80370	BARRIER (TEMPORARY)	3,978.00	LF	$	432,329.04
630-80380	TRAFFIC CONE	250.00	EACH	$	7,085.00
630-80384	TUBULAR MARKER	915.00	EACH	$	62,979.45
630-85010	IMPACT ATTENUATOR (TEMPORARY)	38.00	EACH	$	378,222.36
630-85041	MOBILE ATTENUATOR	50.00	DAY	$	70,850.00
630-86810	TRAFFIC SIGNAL (TEMPORARY)	20.00	EACH	$	2,390,984.78
630-99999	TEMPORARY PEDESTRIAN ACCESS	1.00	LS	$	356,268.31
632-00000	NIGHT WORK LIGHTING	1.00	LS	$	221,127.54
	General Conditions (Mobilization & Indirects)			$	40,103,629.80
	Subtotal			$	157,189,388.23
	8% Contractor Fee			$	12,575,151.06
	Construction - Denver Segment			**$**	**169,764,539.28**
	GMP Contingency - Denver Segment			$	5,766,673.79
	Allowances - Denver Segment (Detailed Below)			$	6,564,689.00
	Total GMP - Denver			**$**	**182,095,902.07**

Allowances - Detail			
T&M Allowance 01D	CONTAMINATED SOIL	$	1,000,000.00
T&M Allowance 02D	ADJUST UTILITIES	$	500,000.00
T&M Allowance 03D	FURNISH AND INSTALL ELECTRICAL SERVICE	$	2,850,000.00
T&M Allowance 09D	PROJECT FIRST PROGRAM	$	50,000.00
T&M Allowance 05D	PAVEMENT SURFACE COURSE MAINTENANCE	$	150,000.00
T&M Allowance 07D	LANDSCAPING/ENCROACHMENT RESTORATION	$	150,000.00
T&M Allowance 06D	ENVIRONMENTAL HEALTH & SAFETY MANAGEMENT	$	400,000.00
T&M Allowance 04D	UNKNOWN HISTORIC MITIGATIONS	$	100,000.00
T&M Allowance 08D	CONSTRUCTION DEWATERING	$	50,000.00

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T&M Allowance 10D	REPAIRS AND MODIFICATIONS TO EXISTING 15L BRT	$	15,000.00
T&M Allowance 11D	TEMPORARY PEDESTRIAN LIGHTING DURING CONSTRUCT	$	150,000.00
T&M Allowance 12D	CONCRETE BATCH PLANT NIGHT OPENING FEES	$	577,293.00
T&M Allowance 13D	CLEAN CONCRETE CULVERTS	$	422,396.00
T&M Allowance 14D	ADDITIONAL VIBRATION MONITORING	$	150,000.00
	TEMPORARY DRAINAGE	$	-

General Conditions - Detail				
626-00000	MOBILIZATION	1.00 LS	$	8,842,011.36
626-00001	MOBILIZATION (INDIRECTS)	1.00 LS	$	31,261,618.44

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Exhibit Q - East Colfax Ave BRT - Denver 100% GMP Contingency

Kraemer North America

July 26, 2024

Client Bid #	Bid Description	Total Cost	Contingency %	Contingency $$
201-00001	CLEARING AND GRUBBING	$ 19,261.91		
202-00000	REMOVAL OF STRUCTURE AND OBSTRUCTION	$ 51,235.57		
202-00001	REMOVAL OF STRUCTURE (PARKING METER)	$ 6,529.70	3%	$ 195.89
202-00002	REMOVAL OF STRUCTURE (WATER METER)	$ 4,189.26	3%	$ 125.68
202-00003	REMOVAL OF STRUCTURE (SPECIAL)	$ 336,193.88	3%	$ 10,085.82
202-00010	REMOVAL OF TREE	$ 10,842.89	3%	$ 325.29
202-00011	TREE TRIMMING	$ 2,800.00	3%	$ 84.00
202-00019	REMOVAL OF INLET	$ 266,266.35	3%	$ 7,987.99
202-00021	REMOVAL OF MANHOLE	$ 36,424.16	3%	$ 1,092.72
202-00031	REMOVAL OF FIRE HYDRANT	$ 30,574.80	3%	$ 917.24
202-00032	REMOVAL OF VALVE	$ 4,722.72	3%	$ 141.68
202-00035	REMOVAL OF PIPE	$ 872,757.82	3%	$ 26,182.73
202-00039	REMOVAL OF BOLLARD	$ 4,931.60	3%	$ 147.95
202-00090	REMOVAL OF DELINEATOR	$ 3,142.64	3%	$ 94.28
202-00155	REMOVAL OF WALL	$ 12,460.50	3%	$ 373.82
202-00195	REMOVAL OF MEDIAN COVER	$ 195,817.80	3%	$ 5,874.53
202-00200	REMOVAL OF SIDEWALK	$ 496,305.32	8%	$ 39,704.43
202-00201	REMOVAL OF CURB	$ 253,909.20	8%	$ 20,312.74
202-00203	REMOVAL OF CURB AND GUTTER	$ 393,761.60	8%	$ 31,500.93
202-00205	REMOVAL OF WHEEL STOP	$ 844.20	3%	$ 25.33
202-00210	REMOVAL OF CONCRETE PAVEMENT	$ 299,700.36	8%	$ 23,976.03
202-00220	REMOVAL OF ASPHALT MAT	$ 1,284,686.61	8%	$ 102,774.93
202-00221	REMOVAL OF ASPHALT MAT (SAWCUT)	$ 287,474.99	8%	$ 22,998.00
202-00222	REMOVAL OF DETOUR PAVEMENT	$ 44,682.54	8%	$ 3,574.60
202-00240	REMOVAL OF ASPHALT MAT (PLANING)	$ 690,948.15	8%	$ 55,275.85
202-00250	REMOVAL OF PAVEMENT MARKING	$ 165,000.00	8%	$ 13,200.00
202-00420	REMOVAL OF PEDESTRIAN RAIL	$ 5,512.25	3%	$ 165.37
202-00700	REMOVAL OF LIGHT STANDARD	$ 17,823.34	3%	$ 534.70
202-00705	REMOVAL OF LIGHT STANDARD FOUNDATION	$ 176,984.73	3%	$ 5,309.54
202-00750	REMOVAL OF LUMINAIRE	$ 1,751.22	3%	$ 52.54
202-00810	REMOVAL OF GROUND SIGN	$ 16,257.80	3%	$ 487.73
202-00821	REMOVAL OF SIGN PANEL	$ 15,743.55	3%	$ 472.31
202-00827	REMOVAL OF PULL BOX	$ 26,607.00	3%	$ 798.21
202-00828	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	$ 157,815.23	3%	$ 4,734.46
202-00831	REMOVAL OF TRAFFIC SIGNAL HEAD	$ 14,740.80	3%	$ 442.22
202-00840	REMOVAL OF TRAFFIC SIGNAL POLE	$ 45,110.78	3%	$ 1,353.32
202-00848	REMOVAL OF TRAFFIC SIGNAL CONTROLLER AND CABINET	$ 1,587.82	3%	$ 47.63
202-00860	REMOVAL OF PEDESTRIAN PUSH BUTTON	$ 4,328.48	3%	$ 129.85
202-00887	REMOVAL OF RADAR DETECTION SYSTEM	$ 1,041.62	3%	$ 31.25
202-00888	REMOVAL OF VIDEO DETECTION SYSTEM	$ 7,797.00	3%	$ 233.91
202-01000	REMOVAL OF FENCE	$ 4,063.62	3%	$ 121.91
202-02000	REMOVAL OF STREETCAR TRACK	$ 687,918.82	3%	$ 20,637.56
202-04000	PLUG STRUCTURE	$ 9,277.04		$ -
202-04005	CLEAN VALVE BOX	$ 38,319.48	5%	$ 1,915.97
202-77777	AIR SPADING	$ 29,410.40		$ -
202-88888	REMOVAL OF BRICK-LINED STORM SEWER	$ 114,919.98		$ -
202-99999	ABANDON PIPE	$ 117,264.35		$ -
203-00010	UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE)	$ 212,253.63		$ -
203-00050	UNSUITABLE MATERIAL	$ 266,540.00	10%	$ 26,654.00
203-01594	COMBINATION LOADER	$ 9,711.60	10%	$ 971.16
203-01597	POTHOLING (LARGE)	$ 2,588,300.00	5%	$ 129,415.00
203-0159X	POTHOLING (SMALL)	$ 1,093,372.00	5%	$ 54,668.60
206-00000	STRUCTURE EXCAVATION (SOIL CELLS)	$ 1,317,629.61	8%	$ 105,410.37
206-00100	STRUCTURE BACKFILL (CLASS 1)	$ 207,808.81	8%	$ 16,624.70
207-00205	TOPSOIL	$ 499,139.41	8%	$ 39,931.15
208-00002	EROSION LOG TYPE 1 (12 INCH)	$ 29,700.00	10%	$ 2,970.00
208-00035	AGGREGATE BAG	$ 17,136.00	10%	$ 1,713.60
208-00046	PRE-FABRICATED CONCRETE WASHOUT STRUCTURE (TYPE 1)	$ 172,558.80	10%	$ 17,255.88
208-00053	STORM DRAIN INLET PROTECTION (TYPE I) (84 INCH)	$ 81,642.00	10%	$ 8,164.20
208-00054	STORM DRAIN INLET PROTECTION (TYPE II)	$ 234,375.00	10%	$ 23,437.50
208-00070	PRE-FABRICATED VEHICLE TRACKING PAD	$ 113,378.75	10%	$ 11,337.88
208-00103	REMOVAL AND DISPOSAL OF SEDIMENT (LABOR)	$ 4,689.60	10%	$ 468.96
208-00105	REMOVAL AND DISPOSAL OF SEDIMENT (EQUIPMENT)	$ 2,881.20	10%	$ 288.12
208-00106	SWEEPING (SEDIMENT REMOVAL)	$ 670,320.00	10%	$ 67,032.00
208-00107	REMOVAL OF TRASH	$ 7,083.20	10%	$ 708.32
208-00200	EROSION CONTROL MANAGEMENT (ECM)	$ 696,328.37		$ -
210-00003	RESET TERRACOTTA NAME PLATE	$ 560.96	5%	$ 28.05
210-00004	RESET TRASH RECEPTACLE	$ 4,942.30	5%	$ 247.12
210-00006	REST FLAGSTONE PAVERS	$ 7,177.81	5%	$ 358.89
210-00010	RESET STRUCTURE (MAILBOX)	$ 427.72	5%	$ 21.39

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210-00035	RESET WATER METER	$	44,591.31	5%	$	2,229.57
210-00050	RESET FIRE HYDRANT	$	214,985.91	5%	$	10,749.30
210-00476	RESET MICROWAVE VEHICLE RADAR DETECTOR (MVRD)	$	6,634.50	5%	$	331.73
210-00479	RESET RADIO COMMUNICATION ANTENNA	$	39,472.08	5%	$	1,973.60
210-00750	RESET LIGHT STANDARD	$	471,499.50	5%	$	23,574.97
210-00810	RESET GROUND SIGN	$	99,239.70	5%	$	4,961.99
210-00815	RESET SIGN PANEL (PARENT)	$	14,238.00	5%	$	711.90
210-00831	RESET TRAFFIC SIGNAL HEAD	$	5,786.76	5%	$	289.34
210-00866	RESET FIRE PREEMPTION UNIT AND TIMER	$	162,257.87	5%	$	8,112.89
210-00870	RESET COORDINATION UNIT	$	1,429.45	5%	$	71.47
210-00890	RESET INTERSECTION DETECTION SYSTEM (CAMERA)	$	3,980.70	5%	$	199.04
210-01710	RESET WATER VALVE	$	75,000.00	5%	$	3,750.00
210-04010	ADJUST MANHOLE	$	459,960.91	10%	$	45,996.09
210-04015	MODIFY MANHOLE	$	642,655.00	10%	$	64,265.50
210-04020	MODIFY INLET	$	17,812.60	10%	$	1,781.26
210-04050	ADJUST VALVE BOX	$	147,043.64	3%	$	4,411.31
210-04060	ADJUST WATER METER	$	315,082.61	3%	$	9,452.48
212-00100	TREE RETENTION AND PROTECTION	$	255,161.62		$	-
213-00008	MULCHING (WOOD CHIP)	$	63,753.48		$	-
213-00010	SOIL CELL SUSPENDED PAVEMENT SYSTEM	$	1,000,319.32	8%	$	80,025.55
213-00480	PLANTER FENCING	$	337,495.08	8%	$	26,999.61
213-00500	TREE GRATE	$	332,290.50	8%	$	26,583.24
213-00520	TREE GUARD	$	162,443.19	8%	$	12,995.46
214-00000	LANDSCAPE ESTABLISHMENT	$	296,744.11	5%	$	14,837.21
214-00225	DECIDUOUS TREE (2.5 INCH CALIPER)	$	175,464.92	5%	$	8,773.25
214-00350	DECIDUOUS SHRUB (5 GALLON CONTAINER)	$	55,138.62	5%	$	2,756.93
214-00650	EVERGREEN SHRUB (5 GALLON CONTAINER)	$	56,405.80	5%	$	2,820.29
214-00900	ORNAMENTAL GRASS (1 GALLON CONTAINER)	$	9,788.40	5%	$	489.42
214-00910	PERENNIALS (1 GALLON CONTAINER)	$	11,686.53	5%	$	584.33
240-00000	WILDLIFE BIOLOGIST	$	4,948.44		$	-
250-00010	ENVIRONMENTAL HEALTH AND SAFETY MANAGEMENT	$	87,280.22		$	-
250-00050	MONITORING TECHNICIAN	$	10,515.00		$	-
250-00110	HEALTH AND SAFETY OFFICER	$	12,887.00		$	-
250-00205	MATERIALS MANAGEMENT PLAN SUPERVISOR	$	10,515.00		$	-
304-05000	AGGREGATE BASE COURSE (CLASS 5)	$	73,486.73	5%	$	3,674.34
304-06000	AGGREGATE BASE COURSE (CLASS 6)	$	226,371.60	5%	$	11,318.58
306-01000	RECONDITIONING (PARENT)	$	477,488.65	5%	$	23,874.43
403-00720	HOT MIX ASPHALT (PATCHING) (PARENT)	$	4,380,540.45	5%	$	219,027.02
403-33841	HMA (GR S)(100)(PG 64-22) (PARENT)	$	2,489,205.12	10%	$	248,920.51
403-34871	HMA (GR SX)(100)(PG 76-28) (PARENT)	$	4,657,439.99	10%	$	465,744.00
411-10255	EMULSIFIED ASPHALT (SS) (PARENT)	$	156,169.90	3%	$	4,685.10
412-00800	CONCRETE DRIVEWAY (8 INCH)	$	470,598.75	5%	$	23,529.94
412-00900	CONCRETE PAVEMENT (9 INCH)	$	129,932.88	5%	$	6,496.64
412-01100	CONCRETE PAVEMENT (11 INCH)	$	767,566.75	5%	$	38,378.34
420-00132	GEOTEXTILE (SEPARATOR) (CLASS 1)	$	72,011.52	5%	$	3,600.58
420-00300	GEOTEXTILE (REINFORCEMENT)	$	2,310.00	5%	$	115.50
503-00024	DRILLED SHAFT (24 INCH)	$	179,215.36		$	-
503-00036	DRILLED SHAFT (36 INCH)	$	733,177.28		$	-
503-00042	DRILLED SHAFT (42 INCH)	$	51,700.32		$	-
503-00054	DRILLED SHAFT (54 INCH)	$	20,588.84		$	-
601-01000	CONCRETE CLASS B	$	2,599.01		$	-
601-03000	CONCRETE CLASS D	$	9,016.44		$	-
602-00000	REINFORCING STEEL	$	662.02		$	-
603-01150	15 INCH REINFORCED CONCRETE PIPE	$	1,401,421.20	10%	$	140,142.12
603-01180	18 INCH REINFORCED CONCRETE PIPE	$	1,154,570.64	10%	$	115,457.06
603-01240	24 INCH REINFORCED CONCRETE PIPE	$	617,971.32	10%	$	61,797.13
603-01275	27 INCH REINFORCED CONCRETE PIPE	$	53,785.71	10%	$	5,378.57
603-01300	30 INCH REINFORCED CONCRETE PIPE	$	196,044.00	10%	$	19,604.40
603-01360	36 INCH REINFORCED CONCRETE PIPE	$	15,781.50	10%	$	1,578.15
603-50027	27 INCH PLASTIC PIPE	$	181,332.20	10%	$	18,133.22
604-16005	INLET TYPE 16 (SINGLE)	$	373,057.20	10%	$	37,305.72
604-16010	INLET TYPE 16 (DOUBLE)	$	149,364.60	10%	$	14,936.46
604-16015	INLET TYPE 16 (TRIPLE)	$	245,230.00	10%	$	24,523.00
604-16055	INLET TYPE R L10 (5 FOOT)	$	16,490.14	10%	$	1,649.01
604-16060	INLET TYPE R L10 (10 FOOT)	$	22,559.15	10%	$	2,255.92
604-19105	INLET TYPE 14 (6 FOOT)	$	833,585.76	10%	$	83,358.58
604-19110	INLET TYPE 14 (9 FOOT)	$	276,015.06	10%	$	27,601.51
604-19215	INLET TYPE 14 (15 FOOT)	$	196,416.85	10%	$	19,641.69
604-19900	PIPE INLET CONNECTION	$	184,779.75	10%	$	18,477.98
604-25005	INLET TYPE 16 VALLEY (SINGLE)	$	54,956.10	10%	$	5,495.61
604-25010	INLET TYPE 16 VALLEY (DOUBLE)	$	20,358.05	10%	$	2,035.81
604-30005	MANHOLE TYPE C FLAT TOP (5 FOOT) (4 FOOT DIAM)	$	52,928.15	10%	$	5,292.82
604-30010	MANHOLE TYPE C FLAT TOP (10 FOOT) (4 FOOT DIAM)	$	78,830.57	10%	$	7,883.06
604-30015	MANHOLE TYPE C FLAT TOP (15 FOOT) (4 FOOT DIAM)	$	104,196.05	10%	$	10,419.61
604-31015	MANHOLE TYPE B (15 FOOT) (4 FOOT DIAM)	$	64,417.28	10%	$	6,441.73
604-31020	MANHOLE TYPE B (20 FOOT) (4 FOOT DIAM)	$	52,327.35	10%	$	5,232.74

604-39010	MANHOLE TYPE C CONE (10 FOOT) (4 FOOT DIAM)	$	285,115.00	10%	$	28,511.50
604-39015	MANHOLE TYPE C CONE (15 FOOT) (4 FOOT DIAM)	$	14,542.93	10%	$	1,454.29
604-39110	MANHOLE TYPE C CONE (10 FOOT) (5 FOOT DIAM)	$	14,750.51	10%	$	1,475.05
604-39115	MANHOLE TYPE C CONE (15 FOOT) (5 FOOT DIAM)	$	17,063.24	10%	$	1,706.32
604-39210	MANHOLE TYPE C CONE (10 FOOT) (6 FOOT DIAM)	$	50,167.43	10%	$	5,016.74
604-50050	REPLACE GRATE	$	23,977.56	10%	$	2,397.76
604-50200	MANHOLE RING AND COVER	$	17,566.10	10%	$	1,756.61
604-83104	4 INCH PLASTIC DRAIN PIPE (POLYVINYL CHLORIDE)	$	729,323.43	10%	$	72,932.34
605-84100	DRAIN PIPE CLEANOUT (4 INCH)	$	73,539.36	10%	$	7,353.94
607-11455	FENCE WOOD	$	22,050.00	10%	$	2,205.00
607-53500	FENCE CHAIN LINK (PEDESTRIAN)	$	332,661.00	10%	$	33,266.10
608-00006	CONCRETE SIDEWALK (6 INCH)	$	1,735,366.38	8%	$	138,829.31
608-00010	CONCRETE CURB RAMP	$	1,118,637.57	8%	$	89,491.01
608-00015	DETECTABLE WARNINGS	$	78,351.00	8%	$	6,268.08
608-00350	CONCRETE SIDEWALK (COLORED)	$	47,465.60	8%	$	3,797.25
608-10000	SIDEWALK DRAIN	$	71,587.65	8%	$	5,727.01
609-20010	6 INCH CURB HEAD	$	127,595.48	8%	$	10,207.64
609-21010	6 INCH CURB AND GUTTER - 1 FOOT SPILL PAN	$	14,396.12	8%	$	1,151.69
609-21020	6 INCH CURB AND GUTTER - 2 FOOT CATCH PAN	$	509,022.80	8%	$	40,721.82
609-21900	4 INCH MOUNTABLE CURB	$	4,094.82		$	-
609-24000	GUTTER TYPE 2 (SPECIAL)	$	41,783.10		$	-
609-24006	GUTTER TYPE 2 (6 FOOT)	$	6,004.70		$	-
609-24008	GUTTER TYPE 2 (8 FOOT)	$	22,168.88		$	-
609-40031	6 INCH CURB (KEY-WAY)	$	209,972.29		$	-
609-40130	4 INCH MOUNTABLE CURB (MEDIAN)	$	7,247.36		$	-
609-40140	MEDIAN CURB NOSE (MODIFIED)	$	24,064.60		$	-
609-40160	CAST IN PLACE CONCRETE BIKE LANE BUFFER	$	18,705.72		$	-
609-71000	CONCRETE CURB (SPECIAL)	$	155,110.56		$	-
609-71010	PRECAST CONCRETE CURB (SPECIAL)	$	343,043.98		$	-
609-71020	PLOWABLE END SECTION	$	44,691.64		$	-
609-71030	RETAINING CURB	$	180,246.34		$	-
610-00030	MEDIAN COVER MATERIAL (CONCRETE)	$	543,576.96		$	-
613-00102	1 INCH ELECTRICAL CONDUIT (GALVANIZED RIGID CONDUI	$	21,801.70	10%	$	2,180.17
613-00206	2 INCH ELECTRICAL CONDUIT (BORED)	$	2,734,759.74	7%	$	191,433.18
613-00306	3 INCH ELECTRICAL CONDUIT (BORED)	$	596,839.96	7%	$	41,778.80
613-01100	1 INCH ELECTRICAL CONDUIT (PLASTIC)	$	6,599.00	10%	$	659.90
613-01200	2 INCH ELECTRICAL CONDUIT (PLASTIC)	$	21,669.31	10%	$	2,166.93
613-01300	3 INCH ELECTRICAL CONDUIT (PLASTIC)	$	192,302.88	7%	$	13,461.20
613-07000	PULLBOX (TRAFFIC RATED) (24"X36"X36")	$	107,760.40	7%	$	7,543.23
613-07007	TYPE A PULLBOX	$	36,873.09	7%	$	2,581.12
613-07008	TYPE B PULLBOX	$	2,521.83	7%	$	176.53
613-07009	TYPE C PULLBOX	$	577,418.34	7%	$	40,419.28
613-07011	PULL BOX (11"X18"X12")	$	85,522.88	7%	$	5,986.60
613-07023	PULL BOX (24"X36"X24")	$	68,101.51	7%	$	4,767.11
613-10000	WIRING	$	918,972.31		$	-
613-13000	LUMINAIRE (LED) (SPECIAL)	$	100,686.26	7%	$	7,048.04
613-16000	LUMINAIRE (PEDESTRIAN) (HEAD ONLY)	$	103,045.70	7%	$	7,213.20
613-30005	LIGHT STANDARD AND LUMINAIRE (PEDESTRIAN)	$	935,899.52	7%	$	65,512.97
613-40010	LIGHT STANDARD FOUNDATION	$	462,334.96	7%	$	32,363.45
613-50109	METER POWER PEDESTAL	$	499,401.00	7%	$	34,958.07
613-50132	2-PLEX RECEPTACLE (WITH BOX AND COVER)	$	18,338.08	7%	$	1,283.67
614-00001	FIBER OPTIC LINE ADJUSTMENT	$	267,108.27	7%	$	18,697.58
614-00002	FIBER OPTIC SPLICE (144 BACKBONE)	$	129,299.49	7%	$	9,050.96
614-00003	FIBER OPTIC SPLICE (GATOR PATCH)	$	43,817.26	7%	$	3,067.21
614-00011	SIGN PANEL (CLASS I)	$	149,228.46	5%	$	7,461.42
614-00012	SIGN PANEL (CLASS II)	$	48,394.24	5%	$	2,419.71
614-00070	PARKING METER (SINGLE)(INSTALL ONLY)	$	4,968.24	10%	$	496.82
614-00071	PARKING METER (DOUBLE)(INSTALL ONLY)	$	27,739.34	8%	$	2,219.15
614-00216	STEEL SIGNPOST (2X2 INCH TUBING)	$	496,166.16	5%	$	24,808.31
614-70000	PROGRAMMABLE TRAFFIC SIGNAL FACE	$	54,889.34	7%	$	3,842.25
614-70100	BLUE LIGHT INDICATOR	$	10,635.53	7%	$	744.49
614-70150	PEDESTRIAN SIGNAL FACE (16) (COUNTDOWN)	$	148,591.94	7%	$	10,401.44
614-70200	ACCESSIBLE PEDESTRIAN SIGNAL	$	538,693.30	7%	$	37,708.53
614-70336	TRAFFIC SIGNAL FACE (12-12-12)	$	563,380.55	3%	$	16,901.42
614-70448	TRAFFIC SIGNAL FACE (12-12-12-12)	$	12,691.37	3%	$	380.74
614-72855	TRAFFIC SIGNAL CONTROLLER CABINET	$	895,269.04	3%	$	26,858.07
614-72863	PEDESTRIAN PUSH BUTTON POST ASSEMBLY	$	241,751.25	3%	$	7,252.54
614-72866	FIRE PREEMPTION UNIT AND TIMER	$	96,651.77	3%	$	2,899.55
614-72886	INTERSECTION DETECTION SYSTEM (CAMERA)	$	1,537,867.97	3%	$	46,136.04
614-81000	TRAFFIC SIGNAL-LIGHT POLE STEEL	$	47,101.52	3%	$	1,413.05
614-81020	TRAFFIC SIGNAL-LIGHT POLE STEEL (2 MAST ARM)	$	122,623.35	3%	$	3,678.70
614-81120	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-20 FOOT MAST AR	$	94,583.76	3%	$	2,837.51
614-81125	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-25 FOOT MAST AR	$	116,862.94	3%	$	3,505.89
614-81130	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-30 FOOT MAST AR	$	480,048.72	3%	$	14,401.46
614-81135	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-35 FOOT MAST AR	$	497,348.23	3%	$	14,920.45
614-81140	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-40 FOOT MAST AR	$	227,583.76	3%	$	6,827.51

614-81145	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-45 FOOT MAST AR	$	26,002.03	3%	$	780.06
614-81150	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-50 FOOT MAST AR	$	139,807.11	3%	$	4,194.21
614-81155	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-55 FOOT MAST AR	$	32,151.27	3%	$	964.54
614-81170	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-70 FOOT MAST AR	$	35,813.20	3%	$	1,074.40
614-84000	TRAFFIC SIGNAL PEDESTAL POLE STEEL	$	69,051.79	3%	$	2,071.55
614-86105	TELEMETRY (FIELD)	$	59,829.44	3%	$	1,794.88
614-86239	TRAFFIC SIGNAL CONTROLLER (SOLID STATE) (FULL-ACTU	$	38,070.05	3%	$	1,142.10
614-86800	UNINTERRUPTED POWER SUPPLY	$	147,248.74	3%	$	4,417.46
614-86900	MODIFICATION OF TRAFFIC SIGNAL CONTROLLER	$	218,071.07	3%	$	6,542.13
614-87330	REMOVE AND RELOCATE CCTV AND WIRING	$	24,652.72	7%	$	1,725.69
614-87333	CLOSED CIRCUIT TELEVISION CAMERA (TRAFFIC SURVEILL	$	21,079.00	7%	$	1,475.53
614-87424	FIBER OPTIC CABLE (SINGLE MODE) (24 STRANDS)	$	76,696.24	7%	$	5,368.74
61487498	FIBER OPTICE CABLE (SINGLE MODE)(144 STRANDS)	$	225,824.93	7%	$	15,807.74
614-87690	ETHERNET SWITCH	$	58,184.77	7%	$	4,072.93
614-99999	COMMUNICATION CABLE (CAT6)	$	1,502.83	7%	$	105.20
619-00001	WATER METER	$	4,179.85	5%	$	208.99
619-06060	6 INCH DUCTILE IRON PIPE	$	61,735.37	5%	$	3,086.77
619-10160	16 INCH WELDED STEEL PIPE	$	12,719.46	5%	$	635.97
619-40050	5/8 INCH COPPER PIPE	$	30,125.16	5%	$	1,506.26
619-40060	3/4 INCH COPPER PIPE	$	20,993.44	5%	$	1,049.67
619-40080	1 INCH COPPER PIPE	$	70,417.38	5%	$	3,520.87
619-40120	1-1/2 INCH COPPER PIPE	$	7,669.32	5%	$	383.47
619-75048	6 INCH GATE VALVE	$	26,478.63	5%	$	1,323.93
619-77400	CURB STOP AND BOX	$	12,447.49	5%	$	622.37
619-78048	6 INCH FIRE HYDRANT	$	133,783.31	5%	$	6,689.17
620-00005	FIELD OFFICE (SPECIAL)	$	949,385.62		$	-
622-00010	BICYCLE RACK	$	147,051.20		$	-
622-00270	BOLLARD	$	21,808.36		$	-
622-00350	TRASH RECEPTACLE	$	18,546.44		$	-
622-30000	STATION CENTER PLATFORM	$	33,061,897.20		$	-
623-00169	NETAFIM DRIP TUBING	$	171,885.84	5%	$	8,594.29
623-00212	12 INCH POP-UP SPRAY SPRINKLER	$	13,821.28	5%	$	691.06
623-00601	1 INCH PLASTIC PIPE	$	9,875.81	5%	$	493.79
623-00607	1 INCH POLYETHYLENE PIPE	$	19,834.33	5%	$	991.72
623-00611	1-1/2 INCH HDPE PIPE	$	160,621.56	5%	$	8,031.08
623-00612	2 INCH HDPE PIPE (IRRIGATION/SLEEVE)	$	384,606.90	5%	$	19,230.35
623-00614	4 INCH HDPE PIPE (IRRIGATION/SLEEVE)	$	377,551.18	5%	$	18,877.56
623-01708	1 INCH BACKFLOW PREVENTER	$	43,018.27	5%	$	2,150.91
623-01808	1 INCH PRESSURE REDUCING VALVE	$	7,056.68	5%	$	352.83
623-03005	1 INCH DRIP CONTROL VALVE	$	96,390.62	5%	$	4,819.53
623-03108	1 INCH AUTOMATIC CONTROL VALVE	$	42,498.49	5%	$	2,124.92
623-04003	CONTROLLER COMMUNICATION CABLE (2-WIRE)	$	24,149.07	5%	$	1,207.45
623-04004	LIGHTNING ARRESTOR	$	87,226.82	5%	$	4,361.34
623-04006	3/4 INCH QUICK-COUPLER VALVE	$	95,081.20	5%	$	4,754.06
623-05012	1-1/2 INCH GATE VALVE	$	100,123.30	5%	$	5,006.16
623-06900	VALVE BOX	$	2,040.13	5%	$	102.01
623-06902	VALVE BOX SPECIAL (CONCRETE - STANDARD)	$	135,381.34	5%	$	6,769.07
623-06903	VALVE BOX SPECIAL (CONCRETE - JUMBO)	$	46,422.60	5%	$	2,321.13
623-07008	1 INCH WATER METER	$	33,698.18	5%	$	1,684.91
623-07500	SOIL MOISTURE SENSOR	$	53,938.61	5%	$	2,696.93
623-07510	WEATHER STATION	$	7,486.14	5%	$	374.31
623-07601	1 INCH FLOW SENSOR	$	22,631.78	5%	$	1,131.59
623-08152	52 STATION AUTOMATIC CONTROLLER	$	202,095.36	5%	$	10,104.77
625-00000	CONSTRUCTION SURVEYING	$	1,171,805.00		$	-
625-00001	CONSTRUCTION SURVEYING (HOURLY)	$	36,000.00		$	-
625-00205	VIBRATION MONITORING	$	1,085,774.00		$	-
626-01002	PUBLIC INFORMATION SERVICES (TIER II)	$	1,585,425.00		$	-
627-00001	PAVEMENT MARKING PAINT	$	156,953.00	10%	$	15,695.30
627-00005	EPOXY PAVEMENT MARKING	$	148,102.50	5%	$	7,405.13
627-30405	PREF THERMO PVMT MARK (WORD-SYM)	$	266,979.44	5%	$	13,348.97
627-30410	PREF THERMO PVMT MARK (XWALK-STOP)	$	407,550.16	5%	$	20,377.51
627-30414	PREF THERMO PVMT MARK (DEC GREEN)	$	183,870.00	5%	$	9,193.50
627-30416	PREF THERMO PVMT MARK (DEC RED)	$	929,556.00	5%	$	46,477.80
627-70038	TUBULAR SM (SURFACE MOUNT)	$	12,297.73	10%	$	1,229.77
627-70041	6 FOOT LONG RUBBERIZED CURB (ASPHAT)	$	7,842.03	10%	$	784.20
629-01006	SURVEY MONUMENT (TYPE 6)	$	42,960.00	10%	$	4,296.00
630-00000	FLAGGING	$	1,278,888.00	8%	$	102,311.04
630-00002	UNIFORMED TRAFFIC CONTROL (SECURITY)	$	374,500.00	15%	$	56,175.00
630-00003	UNIFORMED TRAFFIC CONTROL	$	292,110.00	10%	$	29,211.00
630-00006	UNIFORMED TRAFFIC CONTROL (VEHICLE)	$	55,270.80	10%	$	5,527.08
630-00007	TRAFFIC CONTROL INSPECTION	$	149,798.20	10%	$	14,979.82
630-00010	SIGN CLEANING	$	23,683.92	10%	$	2,368.39
630-00012	TRAFFIC CONTROL MANAGEMENT (SPECIAL)	$	2,505,964.50	10%	$	250,596.45
630-80335	BARRICADE (TYPE 3 M-A) (TEMPORARY)	$	87,955.44	10%	$	8,795.54
630-80340	PEDESTRIAN BARRICADE (ADA)	$	20,709.24	10%	$	2,070.92
630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	$	153,685.44	10%	$	15,368.54

630-80342	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	$	13,903.66	10%	$	1,390.37
630-80344	CONSTRUCTION TRAFFIC SIGN (SPECIAL)	$	2,251.70	10%	$	225.17
630-80350	VERTICAL PANEL	$	35,511.98	10%	$	3,551.20
630-80355	PORTABLE MESSAGE SIGN PANEL	$	469,635.68	10%	$	46,963.57
630-80356	ADV WARNING FLASHING OR SEQ ARROW PANEL (A TYPE)	$	129,048.53	10%	$	12,904.85
630-80360	DRUM CHANNELIZING DEVICE	$	60,482.10	10%	$	6,048.21
630-80370	BARRIER (TEMPORARY)	$	432,329.04	10%	$	43,232.90
630-80380	TRAFFIC CONE	$	7,085.00	10%	$	708.50
630-80384	TUBULAR MARKER	$	62,979.45	10%	$	6,297.95
630-85010	IMPACT ATTENUATOR (TEMPORARY)	$	378,222.36	10%	$	37,822.24
630-85041	MOBILE ATTENUATOR	$	70,850.00	10%	$	7,085.00
630-86810	TRAFFIC SIGNAL (TEMPORARY)	$	2,390,984.78	8%	$	191,278.78
630-99999	TEMPORARY PEDESTRIAN ACCESS	$	356,268.31	10%	$	35,626.83
632-00000	NIGHT WORK LIGHTING	$	221,127.54	10%	$	22,112.75
				Subtotal	$	5,339,512.76
				8% Contractor Fee	$	427,161.02
				GMP Contingency - Denver Segment	**$**	**5,766,673.79**

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Exhibit Q - East Colfax Ave BRT - Aurora 100% GMP - FINAL

Kraemer North America

July 26, 2024

Client Bid #	Bid Description	Bid Quantity	Units	Unit Cost	Total Cost
201-00001	CLEARING AND GRUBBING	1.00	LS	6,735.53	$ 6,735.53
202-00002	REMOVAL OF STRUCTURE (WATER METER)(	1.00	EA	2,012.24	$ 2,012.24
202-00003	REMOVAL OF STRUCTURE (SPECIAL)	6.00	EA	15,062.57	$ 90,375.39
202-00010	REMOVAL OF TREE	4.00	EACH	471.43	$ 1,885.72
202-00021	REMOVAL OF MANHOLE	2.00	EACH	5,203.48	$ 10,406.96
202-00031	REMOVAL OF FIRE HYDRANT	2.00	EACH	2,982.66	$ 5,965.31
202-00035	Removal of Pipe	56.00	LF	134.77	$ 7,546.90
202-00039	REMOVAL OF BOLLARD	2.00	EACH	238.25	$ 476.49
202-00090	Removal of Delineator	1.00	EACH	29.47	$ 29.47
202-00155	Removal of Wall	54.00	LF	35.49	$ 1,916.41
202-00200	Removal of Sidewalk	2,462.00	SY	27.46	$ 67,608.98
202-00201	Removal of Curb	107.00	LF	14.31	$ 1,531.06
202-00203	Removal of Curb and Gutter	1,656.00	LF	18.46	$ 30,569.76
202-00210	Removal of Concrete Pavement	714.00	SY	25.35	$ 18,096.33
202-00220	Removal of Asphalt Mat	1,219.00	SY	38.17	$ 46,529.23
202-00221	Removal of Asphalt Mat (Sawcut)	1,950.00	LF	4.64	$ 9,048.00
202-00240	Removal of Asphalt Mat (Planing)	69.00	SY	56.31	$ 3,885.39
202-00420	Removal of Pedestrian Rail	8.00	LF	123.62	$ 988.98
202-00810	Removal of Ground Sign	19.00	EACH	96.20	$ 1,827.86
202-01130	Removal of Guardrail Type 3	71.00	LF	19.19	$ 1,362.49
202-01300	Removal of End Anchorage	1.00	EACH	1,362.49	$ 1,362.49
202-04000	PLUG STRUCTURE	5.00	EA	1,844.49	$ 9,222.45
202-04005	CLEAN VALVE BOX	10.00	EACH	570.00	$ 5,700.00
202-99999	ABANDON PIPE	313.00	LF	69.07	$ 21,619.85
203-00010	UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE)	457.00	CY	102.32	$ 46,760.70
203-01597	POTHOLING	500.00	HOUR	487.29	$ 243,645.00
206-00000	Structure Excavation	687.00	CY	108.37	$ 74,450.19
207-00205	TOPSOIL	111.00	CY	102.75	$ 11,405.25
208-00002	Erosion Log Type 1 (12 Inch)	500.00	LF	10.99	$ 5,495.00
208-00035	Aggregate Bag	1,000.00	LF	12.76	$ 12,760.00
208-00053	Storm Drain Inlet Protection (Type I) (84 Inch)	17.00	EACH	234.38	$ 3,984.38
208-00054	Storm Drain Inlet Protection (Type II)	5.00	EACH	383.33	$ 1,916.67
208-00056	STORM DRAIN INLET PROTECTION (TYPE III)	3.00	EACH	617.71	$ 1,853.12
208-00075	PREFABRICATED VEHICLE TRACKING PAD	1.00	EA	13,166.37	$ 13,166.37
208-00106	SWEEPING (SEDIMENT REMOVAL)	500.00	HOUR	416.66	$ 208,330.00
208-00146	PRE-FABRICATED CONCRETE WASHOUT STRUCTURE (TYPE 2)	23.00	EACH	732.35	$ 16,844.00
208-00207	EROSION CONTROL MANAGEMENT	1.00	LS	75,392.15	$ 75,392.15
210-00001	RESET STRUCTURE (SPECIAL)	14.00	EA	24,499.63	$ 342,994.81
210-00004	RESET TRASH RECEPTACLE	3.00	EA	214.08	$ 642.23
210-00005	RESET BIKE RACK	4.00	EACH	223.87	$ 895.47
210-00008	RESET BENCH	2.00	EACH	214.09	$ 428.17
210-00010	RESET MAILBOX STRUCTURE	1.00	EACH	223.85	$ 223.85
210-00810	RESET GROUND SIGN	1.00	EACH	405.06	$ 405.06
210-00815	RESET SIGN PANEL	2.00	EACH	50.64	$ 101.27
210-04010	ADJUST MANHOLE	1.00	EACH	1,383.90	$ 1,383.90
210-04015	MODIFY MANHOLE	2.00	EACH	8,140.95	$ 16,281.89
210-04050	ADJUST VALVE BOX	5.00	EACH	1,338.78	$ 6,693.88
210-04060	ADJUST WATER METER	6.00	EACH	1,995.92	$ 11,975.51
240-00000	WILDLIFE BIOLOGIST	20.00	HOUR	140.00	$ 2,800.00
250-00010	ENVIRONMENTAL HEALTH AND SAFETY MANAGEMENT	1.00	LS	18,200.00	$ 18,200.00

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250-00110	HEALTH AND SAFETY OFFICER	50.00	HOUR	150.00	$	7,500.00
250-00205	MATERIALS MANAGEMENT PLAN SUPERVISOR	50.00	HOUR	130.00	$	6,500.00
304-06000	AGGREGATE BASE COURSE (CLASS 6)	734.10	TON	156.31	$	114,744.97
306-01000	RECONDITIONING	1,978.00	SY	13.83	$	27,355.74
403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	202.57	TON	492.62	$	99,790.44
411-10255	EMULSIFIED ASPHALT (SLOW-SETTING)	118.00	GAL	4.63	$	545.87
412-01000	CONCRETE DRIVEWAY (10 INCH)	178.00	SY	146.87	$	26,143.04
412-01100	CONCRETE PAVEMENT (11 INCH)	1,629.00	SY	146.61	$	238,832.58
507-00000	CONCRETE SLOPE AND DITCH PAVING	1.00	CY	3,000.00	$	3,000.00
514-00042	PEDESTRIAN RAILING (42 INCH)	471.00	LF	326.65	$	153,852.15
601-01000	CONCRETE CLASS B	335.00	CY	917.46	$	307,350.44
601-52000	DEGRADABLE VOID FORMWORK	4,930.00	SF	4.24	$	20,903.20
602-00020	REINFORCING STEEL (EPOXY COATED)	49,116.00	LB	1.68	$	82,465.76
604-30015	MANHOLE SLAB BASE (15 FOOT)	3.00	EACH	24,325.54	$	72,976.62
603-50003	3-INCH PLASTIC PIPE	49.00	LF	7.84	$	384.31
603-50004	4-INCH PLASTIC PIPE	267.00	LF	8.85	$	2,362.68
604-39001	MANHOLE SPECIAL CLEAN OUT (TRAFFIC RATED)	10.00	EA	10,705.93	$	107,059.31
606-00740	GUARDRAIL TYPE 7 (STYLE CE)	71.00	LF	216.66	$	15,382.58
606-50010	GUIDE STRIP	549.00	LF	253.84	$	139,358.16
606-50011	DOCKING STRIP	25.00	EACH	299.21	$	7,480.25
607-11525	FENCE (PLASTIC)	150.00	LF	7.39	$	1,108.05
608-00006	CONCRETE SIDEWALK (6 INCH)	1,550.00	SY	72.80	$	112,841.55
608-00010	CONCRETE CURB RAMP	37.00	SY	252.78	$	9,352.90
608-00015	DETECTABLE WARNINGS	993.00	SF	136.50	$	135,546.49
608-10000	SIDEWALK DRAIN	146.00	LF	404.45	$	59,049.55
609-21020	VERTICAL CURB AND GUTTER (CATCH)	163.00	LF	45.50	$	7,416.50
609-21900	VERTICAL CURB AND GUTTER (CATCH) (SPECIAL)	518.00	LF	52.58	$	27,235.40
609-24004	GUTTER TYPE 2 (4 FOOT)	10.00	LF	80.89	$	808.90
609-71030	RETAINING CURB	418.00	LF	82.91	$	34,657.22
613-00102	1 INCH ELECTRICAL CONDUIT (GALVANIZED RIGID CONDUI	340.00	LF	175.58	$	59,697.20
613-00206	2 INCH ELECTRICAL CONDUIT (BORED)	38,885.00	LF	24.37	$	947,471.91
613-07011	PULL BOX (11"X18"X12")	20.00	EA	1,055.84	$	21,116.76
613-07180	PULL BOX (36"X36"X24")	86.00	EACH	3,371.57	$	289,955.36
613-10000	WIRING	1.00	LS	82,140.00	$	82,140.00
613-50109	METER POWER PEDESTAL	7.00	EACH	18,514.72	$	129,603.05
614-00000	FIBER OPTIC CABLE (SINGLE MODE)(288 STRANDS)	18,910.00	LF	10.41	$	196,777.46
614-00011	SIGN PANEL (CLASS I)	54.00	SF	25.32	$	1,367.06
614-00216	STEEL SIGNPOST (2X2 INCH TUBING)	359.00	LF	60.76	$	21,812.48
614-87333	CLOSED CIRCUIT TELEVISION CAMERA (TRAFFIC SURVEILL	19.00	EACH	6,050.63	$	114,961.97
614-87424	FIBER OPTIC CABLE (SINGLE MODE) (24 STRANDS)	3,974.00	LF	8.12	$	32,276.83
614-87498	FIBER OPTIC CABLE (SINGLE MODE)(144 STRANDS)	18,858.00	LF	7.11	$	134,023.81
614-99999	HEAD END ETHERNET SWITCH	1.00	EA	178,588.83	$	178,588.83
619-00001	WATER METER	1.00	EA	4,433.67	$	4,433.67
619-00006	CONNECT TO NEW WATERLINE	4.00	EA	6,239.80	$	24,959.18
619-00007	CONNECT TO EXISTING WATERLINE	1.00	EA	4,711.22	$	4,711.22
619-00060	6 INCH CAST IRON PIPE	103.00	LF	279.59	$	28,797.98
619-40080	1-INCH COPPER PIPE	30.00	LF	98.98	$	2,969.40
619-50640	8 INCH PLASTIC PIPE (SEWER)	175.00	LF	180.15	$	31,525.55
619-50960	12 INCH PLASTIC PIPE	90.00	LF	516.33	$	46,469.43
619-73016	2 INCH BLOW OFF	1.00	EACH	7,970.41	$	7,970.41
619-75096	12 INCH GATE VALVE	2.00	EACH	16,609.19	$	33,218.37
619-78048	6 INCH FIRE HYDRANT	2.00	EACH	30,027.55	$	60,055.10
622-00102	ENHANCED 15L SHELTER BRANDING	20.00	EACH	19,050.25	$	381,005.08
622-00270	BOLLARD	31.00	EACH	1,480.46	$	45,894.11
622-30001	STATION SIDE PLATFORM (ARCH)	2.00	EACH	1,067,293.32	$	2,134,586.64
623-04003	CONTROLLER COMMUNICATION CABLE	840.00	LF	2.84	$	2,385.60

Docusign Envelope ID: C64E6D9A-5B8C-4FE2-9DBD-214839AB9B97

625-00000	Construction Surveying	1.00	LS	123,050.00	$	123,050.00
625-00001	Construction Surveying (Hourly)	40.00	HOUR	240.00	$	9,600.00
627-00005	Epoxy Pavement Marking	14.00	GAL	506.33	$	7,088.61
627-30405	Preformed Thermoplastic Pavement Marking (Word-Sym	57.00	SF	50.63	$	2,886.08
627-30410	PREFORMED THERMOPLASTIC PAVEMENT MARKING (XWALK-ST	585.00	SF	50.63	$	29,620.31
627-70038	Tubular SM (Surface Mount)	2.00	EACH	253.17	$	506.33
630-00000	Flagging	5,120.00	HOUR	44.53	$	228,014.08
630-00002	Uniformed Traffic Control (Security)	500.00	HOUR	201.42	$	100,708.50
630-00003	Uniformed Traffic Control	500.00	HOUR	201.42	$	100,708.50
630-00004	Traffic Control Vehicle	500.00	HOUR	38.46	$	19,231.00
630-00007	Traffic Control Inspection	102.00	DAY	436.23	$	44,495.46
630-00010	Sign Cleaning	60.00	HOUR	81.98	$	4,919.04
630-00012	Traffic Control Management	333.00	DAY	1,144.74	$	381,197.42
630-80335	Barricade (Ty 3MA)(Temp)	40.00	EACH	299.60	$	11,983.80
630-80340	Pedestrian Barricade (ADA)	420.00	LF	59.72	$	25,081.14
630-80342	Const. Traffic Sign (Panel A)	80.00	EACH	70.85	$	5,668.00
630-80342	Const. Traffic Sign (Panel B)	50.00	EACH	73.89	$	3,694.35
630-80344	Construciton Traffic Sign (Special)	100.00	SF	13.16	$	1,315.80
630-80350	Vertical Panel	120.00	EACH	52.63	$	6,315.84
630-80355	Portable Message Sign Panel	2.00	EACH	31,607.29	$	63,214.57
630-80356	Adv Warn Flashing Arrow Panel (A Type)	2.00	EACH	8,174.09	$	16,348.18
630-80360	Drum Channelizing Device	80.00	EACH	78.95	$	6,315.76
630-80370	Barrier (Temporary)	500.00	LF	102.08	$	51,038.00
630-80380	Traffic Cone	120.00	EACH	30.36	$	3,643.68
630-85010	Impact Attenuator (Temporary)	2.00	EACH	9,066.29	$	18,132.58
630-85041	Mobile Attenuator	50.00	DAY	1,526.32	$	76,315.80
	General Conditions (Mobilization & Indirects)				$	3,200,629.09
	Subtotal				$	12,848,233.20
	8% Contractor Fee				$	1,027,858.66
	Construction - Aurora Segment				**$**	**13,876,091.86**
	GMP Contingency - Aurora Segment (4%)				$	554,357.20
	Allowances - Aurora Segment (Detailed Below)				$	807,707.00
	Total GMP - Aurora				**$**	**15,238,156.06**

Allowances - Detail			
T&M Allowance 01D	F/A CONTAMINATED SOIL	$	100,000.00
T&M Allowance 02D	F/A ADJUST UTILITIES	$	50,000.00
T&M Allowance 03D	F/A FURNISH AND INSTALL ELECTRICAL SERVICE	$	350,000.00
T&M Allowance 09D	F/A PROJECT FIRST PROGRAM	$	5,000.00
T&M Allowance 05D	F/A PAVEMENT SURFACE COURSE MAINTENANCE	$	15,000.00
T&M Allowance 07D	F/A LANDSCAPING/ENCROACHMENT RESTORATION	$	15,000.00
T&M Allowance 06D	F/A ENVIRONMENTAL HEALTH & SAFETY MANAGEMENT	$	40,000.00
T&M Allowance 04D	F/A UNKNOWN HISTORIC MITIGATIONS	$	10,000.00
T&M Allowance 08D	F/A CONSTRUCTION DEWATERING	$	50,000.00
T&M Allowance 10D	F/A REPAIRS AND MODIFICATIONS TO EXISTING 15L BRT	$	150,000.00
T&M Allowance 12D	F/A CONCRETE BATCH PLANT NIGHT OPENING FEES	$	22,707.00

General Conditions - Detail						
626-00000	MOBILIZATION	1.00	LS	$ 868,176.34	$	868,176.34
626-00001	MOBILIZATION (INDIRECTS)	1.00	LS	$ 2,332,452.75	$	2,332,452.75

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Exhibit Q - East Colfax Ave BRT - Aurora 100% GMP - FINAL

Kraemer North America

July 26, 2024

Client Bid #	Bid Description	Bid Quantity	Total Cost	Contingency %	Contingency $$
201-00001	CLEARING AND GRUBBING	1.00	$ 6,735.53		
202-00002	REMOVAL OF STRUCTURE (WATER METER)(	1.00	$ 2,012.24		
202-00003	REMOVAL OF STRUCTURE (SPECIAL)	6.00	$ 90,375.39	3%	$ 2,711.26
202-00010	REMOVAL OF TREE	4.00	$ 1,885.72	3%	$ 56.57
202-00021	REMOVAL OF MANHOLE	2.00	$ 10,406.96	3%	$ 312.21
202-00031	REMOVAL OF FIRE HYDRANT	2.00	$ 5,965.31	3%	$ 178.96
202-00035	Removal of Pipe	56.00	$ 7,546.90	3%	$ 226.41
202-00039	REMOVAL OF BOLLARD	2.00	$ 476.49	3%	$ 14.29
202-00090	Removal of Delineator	1.00	$ 29.47	3%	$ 0.88
202-00155	Removal of Wall	54.00	$ 1,916.41	3%	$ 57.49
202-00200	Removal of Sidewalk	2,462.00	$ 67,608.98	3%	$ 2,028.27
202-00201	Removal of Curb	107.00	$ 1,531.06	3%	$ 45.93
202-00203	Removal of Curb and Gutter	1,656.00	$ 30,569.76	3%	$ 917.09
202-00210	Removal of Concrete Pavement	714.00	$ 18,096.33	3%	$ 542.89
202-00220	Removal of Asphalt Mat	1,219.00	$ 46,529.23	3%	$ 1,395.88
202-00221	Removal of Asphalt Mat (Sawcut)	1,950.00	$ 9,048.00	3%	$ 271.44
202-00240	Removal of Asphalt Mat (Planing)	69.00	$ 3,885.39	3%	$ 116.56
202-00420	Removal of Pedestrian Rail	8.00	$ 988.98	3%	$ 29.67
202-00810	Removal of Ground Sign	19.00	$ 1,827.86	3%	$ 54.84
202-01130	Removal of Guardrail Type 3	71.00	$ 1,362.49	3%	$ 40.87
202-01300	Removal of End Anchorage	1.00	$ 1,362.49	3%	$ 40.87
202-04000	PLUG STRUCTURE	5.00	$ 9,222.45	3%	$ 276.67
202-04005	CLEAN VALVE BOX	10.00	$ 5,700.00	3%	$ 171.00
202-99999	ABANDON PIPE	313.00	$ 21,619.85		$ -
203-00010	UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE)	457.00	$ 46,760.70	10%	$ 4,676.07
203-01597	POTHOLING	500.00	$ 243,645.00	10%	$ 24,364.50
206-00000	Structure Excavation	687.00	$ 74,450.19	10%	$ 7,445.02
207-00205	TOPSOIL	111.00	$ 11,405.25	10%	$ 1,140.53
208-00002	Erosion Log Type 1 (12 Inch)	500.00	$ 5,495.00	10%	$ 549.50
208-00035	Aggregate Bag	1,000.00	$ 12,760.00	10%	$ 1,276.00
208-00053	Storm Drain Inlet Protection (Type I) (84 Inch)	17.00	$ 3,984.38	10%	$ 398.44
208-00054	Storm Drain Inlet Protection (Type II)	5.00	$ 1,916.67	10%	$ 191.67
208-00056	STORM DRAIN INLET PROTECTION (TYPE III)	3.00	$ 1,853.12	10%	$ 185.31
208-00075	PREFABRICATED VEHICLE TRACKING PAD	1.00	$ 13,166.37	10%	$ 1,316.64
208-00106	SWEEPING (SEDIMENT REMOVAL)	500.00	$ 208,330.00	10%	$ 20,833.00
208-00146	PRE-FABRICATED CONCRETE WASHOUT STRUCTURE (TYPE 2)	23.00	$ 16,844.00	10%	$ 1,684.40
208-00207	EROSION CONTROL MANAGEMENT	1.00	$ 75,392.15	10%	$ 7,539.22
210-00001	RESET STRUCTURE (SPECIAL)	14.00	$ 342,994.81	5%	$ 17,149.74
210-00004	RESET TRASH RECEPTACLE	3.00	$ 642.23	5%	$ 32.11
210-00005	RESET BIKE RACK	4.00	$ 895.47	5%	$ 44.77
210-00008	RESET BENCH	2.00	$ 428.17	5%	$ 21.41
210-00010	RESET MAILBOX STRUCTURE	1.00	$ 223.85	5%	$ 11.19
210-00810	RESET GROUND SIGN	1.00	$ 405.06	5%	$ 20.25
210-00815	RESET SIGN PANEL	2.00	$ 101.27	5%	$ 5.06
210-04010	ADJUST MANHOLE	1.00	$ 1,383.90	10%	$ 138.39
210-04015	MODIFY MANHOLE	2.00	$ 16,281.89	10%	$ 1,628.19
210-04050	ADJUST VALVE BOX	5.00	$ 6,693.88	10%	$ 669.39
210-04060	ADJUST WATER METER	6.00	$ 11,975.51	10%	$ 1,197.55
240-00000	WILDLIFE BIOLOGIST	20.00	$ 2,800.00		$ -
250-00010	ENVIRONMENTAL HEALTH AND SAFETY MANAGEMENT	1.00	$ 18,200.00		$ -
250-00110	HEALTH AND SAFETY OFFICER	50.00	$ 7,500.00	10%	$ 750.00
250-00205	MATERIALS MANAGEMENT PLAN SUPERVISOR	50.00	$ 6,500.00	10%	$ 650.00
304-06000	AGGREGATE BASE COURSE (CLASS 6)	734.10	$ 114,744.97	10%	$ 11,474.50
306-01000	RECONDITIONING	1,978.00	$ 27,355.74	10%	$ 2,735.57
403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	202.57	$ 99,790.44	10%	$ 9,979.04

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411-10255	EMULSIFIED ASPHALT (SLOW-SETTING)	118.00	$	545.87	10%	$	54.59
412-01000	CONCRETE DRIVEWAY (10 INCH)	178.00	$	26,143.04	10%	$	2,614.30
412-01100	CONCRETE PAVEMENT (11 INCH)	1,629.00	$	238,832.58	10%	$	23,883.26
507-00000	CONCRETE SLOPE AND DITCH PAVING	1.00	$	3,000.00	10%	$	300.00
514-00042	PEDESTRIAN RAILING (42 INCH)	471.00	$	153,852.15	10%	$	15,385.22
601-01000	CONCRETE CLASS B	335.00	$	307,350.44	10%	$	30,735.04
601-52000	DEGRADABLE VOID FORMWORK	4,930.00	$	20,903.20	10%	$	2,090.32
602-00020	REINFORCING STEEL (EPOXY COATED)	49,116.00	$	82,465.76	10%	$	8,246.58
604-30015	MANHOLE SLAB BASE (15 FOOT)	3.00	$	72,976.62	10%	$	7,297.66
603-50003	3-INCH PLASTIC PIPE	49.00	$	384.31	5%	$	19.22
603-50004	4-INCH PLASTIC PIPE	267.00	$	2,362.68	5%	$	118.13
604-39001	MANHOLE SPECIAL CLEAN OUT (TRAFFIC RATED)	10.00	$	107,059.31		$	-
606-00740	GUARDRAIL TYPE 7 (STYLE CE)	71.00	$	15,382.58	5%	$	769.13
606-50010	GUIDE STRIP	549.00	$	139,358.16		$	-
606-50011	DOCKING STRIP	25.00	$	7,480.25	3%	$	224.41
607-11525	FENCE (PLASTIC)	150.00	$	1,108.05	3%	$	33.24
608-00006	CONCRETE SIDEWALK (6 INCH)	1,550.00	$	112,841.55	4%	$	4,513.66
608-00010	CONCRETE CURB RAMP	37.00	$	9,352.90	4%	$	374.12
608-00015	DETECTABLE WARNINGS	993.00	$	135,546.49	4%	$	5,421.86
608-10000	SIDEWALK DRAIN	146.00	$	59,049.55	4%	$	2,361.98
609-21020	VERTICAL CURB AND GUTTER (CATCH)	163.00	$	7,416.50	4%	$	296.66
609-21900	VERTICAL CURB AND GUTTER (CATCH) (SPECIAL)	518.00	$	27,235.40	4%	$	1,089.42
609-24004	GUTTER TYPE 2 (4 FOOT)	10.00	$	808.90	4%	$	32.36
609-71030	RETAINING CURB	418.00	$	34,657.22	4%	$	1,386.29
613-00102	1 INCH ELECTRICAL CONDUIT (GALVANIZED RIGID CONDUI	340.00	$	59,697.20	5%	$	2,984.86
613-00206	2 INCH ELECTRICAL CONDUIT (BORED)	38,885.00	$	947,471.91	5%	$	47,373.60
613-07011	PULL BOX (11"X18"X12")	20.00	$	21,116.76	10%	$	2,111.68
613-07180	PULL BOX (36"X36"X24")	86.00	$	289,955.36	10%	$	28,995.54
613-10000	WIRING	1.00	$	82,140.00		$	-
613-50109	METER POWER PEDESTAL	7.00	$	129,603.05	10%	$	12,960.31
614-00000	FIBER OPTIC CABLE (SINGLE MODE)(288 STRANDS)	18,910.00	$	196,777.46	10%	$	19,677.75
614-00011	SIGN PANEL (CLASS I)	54.00	$	1,367.06	10%	$	136.71
614-00216	STEEL SIGNPOST (2X2 INCH TUBING)	359.00	$	21,812.48	10%	$	2,181.25
614-87333	CLOSED CIRCUIT TELEVISION CAMERA (TRAFFIC SURVEILL	19.00	$	114,961.97	10%	$	11,496.20
614-87424	FIBER OPTIC CABLE (SINGLE MODE) (24 STRANDS)	3,974.00	$	32,276.83	10%	$	3,227.68
614-87498	FIBER OPTIC CABLE (SINGLE MODE)(144 STRANDS)	18,858.00	$	134,023.81	10%	$	13,402.38
614-99999	HEAD END ETHERNET SWITCH	1.00	$	178,588.83		$	-
619-00001	WATER METER	1.00	$	4,433.67	8%	$	354.69
619-00006	CONNECT TO NEW WATERLINE	4.00	$	24,959.18	8%	$	1,996.73
619-00007	CONNECT TO EXISTING WATERLINE	1.00	$	4,711.22	8%	$	376.90
619-00060	6 INCH CAST IRON PIPE	103.00	$	28,797.98	8%	$	2,303.84
619-40080	1-INCH COPPER PIPE	30.00	$	2,969.40	8%	$	237.55
619-50640	8 INCH PLASTIC PIPE (SEWER)	175.00	$	31,525.55	8%	$	2,522.04
619-50960	12 INCH PLASTIC PIPE	90.00	$	46,469.43	8%	$	3,717.55
619-73016	2 INCH BLOW OFF	1.00	$	7,970.41	8%	$	637.63
619-75096	12 INCH GATE VALVE	2.00	$	33,218.37	8%	$	2,657.47
619-78048	6 INCH FIRE HYDRANT	2.00	$	60,055.10	8%	$	4,804.41
622-00102	ENHANCED 15L SHELTER BRANDING	20.00	$	381,005.08		$	-
622-00270	BOLLARD	31.00	$	45,894.11		$	-
622-30001	STATION SIDE PLATFORM (ARCH)	2.00	$	2,134,586.64		$	-
623-04003	CONTROLLER COMMUNICATION CABLE	840.00	$	2,385.60	5%	$	119.28
625-00000	Construction Surveying	1.00	$	123,050.00		$	-
625-00001	Construction Surveying (Hourly)	40.00	$	9,600.00	10%	$	960.00
627-00005	Epoxy Pavement Marking	14.00	$	7,088.61	10%	$	708.86
627-30405	Preformed Thermoplastic Pavement Marking (Word-Sym	57.00	$	2,886.08	10%	$	288.61
627-30410	PREFORMED THERMOPLASTIC PAVEMENT MARKING (XWALK-ST	585.00	$	29,620.31	10%	$	2,962.03
627-70038	Tubular SM (Surface Mount)	2.00	$	506.33	10%	$	50.63
630-00000	Flagging	5,120.00	$	228,014.08	10%	$	22,801.41
630-00002	Uniformed Traffic Control (Security)	500.00	$	100,708.50	10%	$	10,070.85
630-00003	Uniformed Traffic Control	500.00	$	100,708.50	10%	$	10,070.85
630-00004	Traffic Control Vehicle	500.00	$	19,231.00	10%	$	1,923.10

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630-00007	Traffic Control Inspection	102.00	$ 44,495.46	10%	$	4,449.55
630-00010	Sign Cleaning	60.00	$ 4,919.04	10%	$	491.90
630-00012	Traffic Control Management	333.00	$ 381,197.42	10%	$	38,119.74
630-80335	Barricade (Ty 3MA)(Temp)	40.00	$ 11,983.80	10%	$	1,198.38
630-80340	Pedestrian Barricade (ADA)	420.00	$ 25,081.14	10%	$	2,508.11
630-80342	Const. Traffic Sign (Panel A)	80.00	$ 5,668.00	10%	$	566.80
630-80342	Const. Traffic Sign (Panel B)	50.00	$ 3,694.35	10%	$	369.44
630-80344	Construciton Traffic Sign (Special)	100.00	$ 1,315.80	10%	$	131.58
630-80350	Vertical Panel	120.00	$ 6,315.84	10%	$	631.58
630-80355	Portable Message Sign Panel	2.00	$ 63,214.57	10%	$	6,321.46
630-80356	Adv Warn Flashing Arrow Panel (A Type)	2.00	$ 16,348.18	10%	$	1,634.82
630-80360	Drum Channelizing Device	80.00	$ 6,315.76	10%	$	631.58
630-80370	Barrier (Temporary)	500.00	$ 51,038.00	10%	$	5,103.80
630-80380	Traffic Cone	120.00	$ 3,643.68	10%	$	364.37
630-85010	Impact Attenuator (Temporary)	2.00	$ 18,132.58	10%	$	1,813.26
630-85041	Mobile Attenuator	50.00	$ 76,315.80	0%	$	-
				Subtotal	$	513,293.70
				8% Contractor Fee	$	41,063.50
				GMP Contingency - Aurora Segment	**$**	**554,357.20**

Docusign Envelope ID: C64E6D9A-5B8C-4FE2-9DBD-214839AB9B97

Exhibit R

Certificate of Insurance

Docusign Envelope ID: C64E6D9A-5B8C-4FE2-9DBD-214839AB9B97

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

1/1/2025

DATE (MM/DD/YYYY) 9/4/2024

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

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

PRODUCER Lockton Companies, LLC 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1547600 KRAEMER NORTH AMERICA, LLC EDWARD KRAEMER & SONS, INC. ONE PLAINVIEW ROAD PLAIN WI 53577	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Zurich American Insurance Company — 16535 **INSURER B :** Westchester Fire Insurance Company — 10030 **INSURER C :** Berkley Assurance Company — 39462 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 20898279 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	N	GLO9806120-12	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	N	BAP9806122-12	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000	N	N	G21986380019	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $ XXXXXXX
A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	WC9806121-12 (AOS) WC9806124-12 (WI)	1/1/2024 1/1/2024	1/1/2025 1/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	ENV PROF (E&O) / POLLUTION	N	N	PCADB-5023839-0124	1/1/2024	1/1/2025	$5,000,000 LIMT; $100,000 SIR	
A	BUILDERS RISK			CRT049798200	10/1/2024	8/31/2027	LIMIT: $190,063,350	

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

RE: KRAEMER JOB #062405 EAST COLFAX, CONTRACT #DOTI-202055954-00. CITY OF AURORA AND RTD AND THEIR RESPECTIVE ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AND VOLUNTEERS ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY ON A PRIMARY AND NON-CONTRIBUTORY BASIS AS REQUIRED BY WRITTEN CONTRACT. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER

20898279
CITY AND COUNTY OF DENVER
201 W. COLFAX AVE, DEPT 614
DENVER CO 80202

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

Joseph M Agnello

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Exhibit S

Appropriation and Encumbrance Form

Docusign Envelope ID: C64E6D9A-5B8C-4FE2-9DBD-214839AB9B97

Authorization for Use of Progressive Encumbrance Form

DENVER THE MILE HIGH CITY
Department of Infrastructure and Transportation
201 W. Colfax Avenue, Dept 506, Denver, CO 80202

Contractor (Enter "TBD" if unknown): Kraemer NA, Inc.
Project Name: East Colfax Ave BRT Project
Authorization for Use of Progressive Encumbrance Form Revision No. (use "0" for original): 0
Project Manager: Jonathan Stewart

It is hereby mutually agreed that when this AUTHORIZATION FOR USE OF PROGRESSIVE ENCUMBRANCE FORM has been fully executed it provides notice that progressive encumbrance may be used for the above referenced Contract up to the Total Maximum Authorized Amount stated below.

This form must be approved prior to increasing the maximum Supplier Contract value in Workday.

In the box below, please describe why Progressive Encumbrance is being requested for this contract, demonstrating that Progressive Encumbrance criteria have been met, and provide a brief summary of how the contract will be managed in relation to the use of Progressive Encumbrance. For each encumbrance request, please provide an anticipated date, a brief description of the work and the estimated value.:

This project requires a progressive encumbrance due to the need to execute a construction contract before committed federal funding becomes available; the federal grant process is running concurrently with the city council process for the construction contract. The project's financial plan meets all of the specific criteria listed in section 2.0 of the progressive encumbrance policy. See attached for additional information regarding committed funding for the Construction Contract ($197,334,058).

Total Maximum Authorized Amount[5] $197,334,058 *(This amount is not the amount appropriated and encumbered.)*

Maximum Authorized Amount History	
1. **Initial** Maximum Authorized Amount:	$197,334,058[1]
2. Total **changes approved to date**: *(sum of all previously approved Authorization for Use of Progressive Encumbrance Forms)*	$0[2]
3. Total amount of **previous** Maximum Authorized Amount: *(1 + 2)*	$0[3]
Current Request	
4. Amount of **current request**: *(for initial request, same as 1 above)*	$197,334,058[4]
5. Revised **Total Maximum Authorized Amount**: *(3 + 4)*	$197,334,058[5]

For Internal Use Only

Approved – Department of Finance, Chief Financial Officer	8/20/24 Date
Approved – DOTI – Executive Director or delegate	8/15/2024 Date
Approved – DOTI - Director	8/14/24 Date
Approved – Using Agency (If non-DOTI) N/A	Date
Approved – Project Manager	8/7/24 Date

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East Colfax Ave BRT Project: Progressive Encumbrance Justification

The East Colfax BRT Construction Contract funding includes the following sources:

FTA 5309 Small Starts	$110,171,604.65	SSGA anticipated 9/23/24
DRCOG TIP 1	$11,090,174.07	included in SSGA anticipated 9/23/24
DRCOG TIP 2	$4,000,000.00	in PRJ-10001970
DRCOG TIP 4	$2,685,000.00	included in SSGA anticipated 9/23/24
Denver Elevate Bond	$34,742,780.41	all Elevate funding for this project has been issued
Denver Elevate Bond Premium	$7,732,000.00	in PRJ-10001970
City of Aurora	$12,112,499.00	in PRJ-10001970
Denver, Colfax & Civic Center Funds	$450,000.00	in PRJ-10001970
Denver, Downing & Grant Infrastructure Fund	$1,350,000.00	in PRJ-10001970
Denver CIP	$7,000,000.00	in PRJ-10001970
Denver CASR	$6,000,000.00	in PRJ-10001970
Total:	**$197,334,058.13**	

The initial encumbrance for the project is proposed as follows:

Denver Elevate Bond	$34,017,826.80	in PRJ-10001970
Denver CIP	$2,000,000.00	in PRJ-10001970
Denver CASR	$6,000,000.00	in PRJ-10001970
Denver, Downing & Grant Infrastructure Fund	$1,350,000.00	in PRJ-10001970
City of Aurora	$6,632,173.20	in PRJ-10001970
Subtotal for Initial Encumbrance	**$50,000,000.00**	

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Exhibit T

RESERVED

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Exhibit U

RESERVED

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Exhibit V

Self-Performed Work Letter

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Monday, July 29, 2024

Jonathan Stewart
Project Director
City & County of Denver – DOTI
201 W. Colfax Avenue
Denver, Colorado 80202

Re: East Colfax Avenue BRT Project - Denver & Aurora Segments
Project No. DOTI-202055954-00
Self-Perform Work Letter

Dear Jonathan,

Kraemer North America will be self-performing the following scopes of work on the project:

- Site Work (Removals and Grading)
- Storm Drainage Installation
- Station Structural Concrete
- Station Steel Erections
- Temporary Traffic Barrier
- Temporary Impact Attenuators
- Erosion Control Maintenance
- Temporary Pedestrian Access

Should you have any questions or require additional information, please feel free to contact me at 303-944-4267.

Respectfully,
Kraemer North America, LLC

Nathan Corbin
Project Manager

Cc: Mike McNish, Kraemer

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Exhibit W

RTD IGA

(Incorporated by Reference)

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Exhibit X

Amendment to RTD IGA

(Incorporated by Reference)

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Exhibit Y

Aurora IGA

(Incorporated by Reference)

Docusign Envelope ID: C64E6D9A-5B8C-4FE2-9DBD-214839AB9B97

Exhibit Z

Amendment to Aurora IGA

(Incorporated by Reference)

Docusign Envelope ID: C64E6D9A-5B8C-4FE2-9DBD-214839AB9B97

Exhibit AA

CDOT IGA (Grant)

(Incorporated by Reference)

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Exhibit AB

NEPA CatEx

(Incorporated by Reference)

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Exhibit AC

Historic Preservation MOU

(Incorporated by Reference)

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Exhibit AD

Approved Workforce Plan

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Rev 01

Workforce Development Plan

SUBMITTED

July 16, 2024

PREPARED BY

Kraemer North America

KRAEMER NORTH AMERICA

1391 SPEER BLVD, SUITE 500

DENVER, C0 80204

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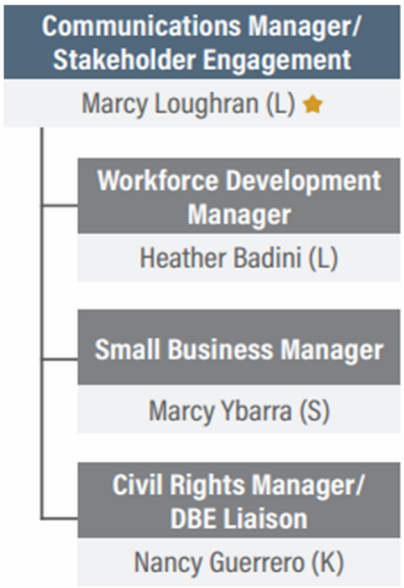
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1.1 OUR COMMITMENT

Kraemer North America is dedicated to the successful development and implementation of an Expanded Pilot Workforce Program. This strategic approach, detailed in the following pages, is designed to increase outreach, training, job opportunities, and employment of people in economically disadvantaged areas and populations. It will be executed in collaboration with the WORKNOW platform developed by Colorado Resource (CORE) Partners, ensuring a competitive procurement environment. The plan aims to recruit, select, train, retain, and develop employees throughout the preconstruction and construction phases, thereby ensuring the project's success. All partner firms on the Kraemer team share this commitment, striving to achieve the workforce goals and create meaningful career pathway opportunities.

1.2 KRAEMER ORGANIZATIONAL STRUCTURE

As shown on the Organization Structure Chart (Phase 1 Submittal), Marcy Loughran heads Workforce Development, Small Business Management, and Civil Rights/DBE Liaison and reports directly to Project Manager Nathan Corbin.



Heather Badini of the Loughran Group is the designated single point of contact for Workforce development activities. Through a formal Teaming Agreement for the Colfax Transit Implementation BRT Project, the Loughran Group is a dedicated subcontractor to the Kraemer North America team. Additional contact information is listed below:

9092 Sunset Ridge Ct., Highlands Ranch 90129|
(303) 229-1144|heather@theloughrangroup.com

Heather Badini serves as the Workforce Coordinator. She is committed to coordinating and interfacing with Dawanta Parks, the City's designated workforce liaison, and the Denver Construction Careers Program (DCCP). She leads all workforce coordination efforts, focusing on achieving the project goals related to employee training, apprenticeships, retention, and development. Her role extends beyond these aspects, as she also works towards broadening the pathways into a rewarding construction career. Overall, Heather's roles and responsibilities include:

- Coordinate and communicate directly with WORKNOW, including;
  - Identifying and sharing opportunities for craft and professional employment
  - Forecasting workforce needs
  - Share upcoming open house, community outreach, local career fair (high school and college) events and presentations
- Plan and organize preconstruction outreach events to educate job seekers about the upcoming project.

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- Coordinate with regional Kraemer personnel to expand existing employee training programs, including Kraemer University and Construction Leadership Series (CLS), to include Colfax BRT project subcontractor personnel where relevant.
- Lead outreach events to educate existing subcontractors on project goals during preconstruction subcontractor solicitation.
- Work closely with Mary Ybarra and Nancy Guerrero to engage subcontractors who will be responsible for fulfilling the various work scopes and aid with the documentation and reporting effort, facilitating a smooth and successful implementation of the workforce plan.
- Administer and oversee the project Careers webpage
- Coordinate with Kraemer contracts staff to ensure flow-down provisions are included in all formal subcontracts issued after contract award

2.1 OUTREACH & ENGAGEMENT PROGRAM APPROACH

The Colfax BRT Project presents an opportunity to attract, train, and upgrade the skills of new entrants to the highway and transit industry. To support this effort, Kraemer is dedicating staff to managing workforce development and aligning those efforts with the goals of Denver and the WORKNOW program, and other workforce conveners. Kraemer intends to build its future workforce from the surrounding community while expanding upon its existing efforts to attract and retain new entrants to the industry.

The Colfax BRT project will not only benefit Kraemer's growth in the local construction industry but also improve career opportunities in Denver neighborhoods facing significant economic, social, and cultural changes. This project will complement and expand upon Kraemer's existing efforts to build a skilled workforce and ensure that the community benefits from this development.

2.2 EXISTING OUTREACH STRATEGIES

Kraemer currently employs a multitude of outreach and engagement practices within our Colorado business unit to attract new employees. These include:

Offline Outreach

Local College & High School Career Fairs: Kraemer actively sponsors and participates in local career and job fairs largely organized by surrounding colleges specializing in construction management and civil engineering, targeting salaried staff beginning their career in entry-level management roles. High school career events largely focus on educating students not destined for a traditional four-year university on the opportunity presented in construction as a means to starting their careers.

Online Outreach

Website & Third-Party Advertising: We advertise our new job openings on our website as well as third-party hosting sites and state resources platforms to ensure that we reach a wider pool of potential candidates. We are currently making use of Connecting Colorado to advertise our job openings, search for potential candidates, and directly contact applicants from workforce-focused outreach areas. Our

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job postings remain active for at least 45 days and include the job title along with a brief description of the position. We are an equal-opportunity employer and celebrate diversity. Kraemer is committed to creating an inclusive environment for all employees to work in.

Kraemer North America, LLC

Current Jobs

Select a job from the list below for further options. (Sorted by Job Order #)

Job Title	Views ?	Refs ?	Notify	Job #	Internal #	Posted	Close	Status
Construction Scheduler	3	0		2881610		01/10/24	05/04/24	Open
Environmental Field Engineer	3	0		2881612		01/10/24	05/04/24	Open
Field Engineer	0	0		2881613		01/10/24	05/04/24	Open
Field Engineer Intern	0	0		2881614		01/10/24	05/04/24	Open
Grade Control Specialist	2	0		2881616		01/10/24	05/04/24	Open
Project Engineer	8	2		2881617		01/10/24	05/04/24	Open
Project Manager	1	0		2881619		01/10/24	05/04/24	Open
Survey Party Chief	0	0		2881622		01/10/24	05/04/24	Open
Grading Earthwork Foreman (Union Position)	3	0		3003832		03/21/24	05/04/24	Open
Grading Earthwork Superintendent	1	0		3003835		03/21/24	05/04/24	Open
Project Superintendent	2	1		3003842		03/21/24	05/04/24	Open
Structures Superintendent	1	0		3003849		03/21/24	05/04/24	Open
Administrative Assistant	2	0		3012103		03/26/24	05/09/24	Open

COLORADO WORKFORCE CENTER

COLORADO Department of Labor and Employment

Need Assistance?

Job Information

Job Number: 3003849
Date Posted/Updated: 04/04/2024
Job Title: Structures Superintendent
Wage: 90,000.00 - 130,000.00 per year
Job Type: Regular
Shift: First
Contract/1099: No
Close Date: 05/04/2024

Internal Job Number: Not Given
Start Date: Not Given
Job Location: Castle Rock
Job Experience: 10 years
Hours Per Week: 40
Job Classification: Full Time

OJT Interest: No

Requirements

Minimum Age: Not stated
Endorsements: None
Education: GED

Driver's License: None
Background Check: No
Drug Test: Yes

Benefits

Paid Holidays/Year: 9
Paid Vacation Days/Year: 15
Paid Sick Days/Year: 10

Health Insurance Available: Yes
Incentive/Profit Sharing: Yes

Job Description

Kraemer North America is currently looking for a Structures Superintendent to join our Mountain West Region. The Structures Superintendent is responsible for coordinating resources (manpower & equipment), managing, and directing the project foremen and crews, and staffing project labor requirements. The Structures Superintendent assists the PM and/or PE with preparing and updating project schedules, work activity planning (WAP), TEAM safety meetings, and coordinating subcontractors to ensure safe and efficient construction of projects. As a Structures Superintendent, you may be responsible for certain scopes of work on a larger project or managing similar scopes of work between multiple smaller projects. This position has direct profit loss responsibility along with the Project Manager for assigned projects.

We value our people. We work safely. We provide quality and commitment.

We're a believer in promoting from within; our success depends on our people, on you, to bring innovative ideas, a strong work ethic, and a commitment to safety and quality. In turn, we provide a family-focused atmosphere, comprehensive benefits, competitive compensation and growth opportunities to fuel your future.

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Industry Partnerships

Union Membership: As a signatory to the National Heavy & Highway Agreement, we rely on our union partners for qualified sources of skilled craft employees. In partnership with the union, we work to place and develop new entrants within the framework of the existing agreement, then upskill their careers through apprenticeship and journeyman programs.

Colorado Contractors Association: Our membership in the CCA provides access to On-The-Job Training Programs, the CCA Apprenticeship Program, as well as industry specific courses which are offered throughout the year. The CCA provides access to a wide range of benefits and resources that support our employees careers. Membership also provides access to networking opportunities, industry-specific training, and apprenticeship programs to increase skills and expertise.

Personal Connections

Referral Program: Our employee referral program is an excellent opportunity for our valued team members to not only contribute to the growth of our company, but to earn some additional income. By referring high-quality candidates to open positions, our employees can help us identify talented professionals who are a great fit for our culture and mission. As a thank you for their efforts, we offer a generous cash bonus of up to $4,000 for every referral that is retained for a six-month period.

Additional Engagement Practices

Kraemer's commitment to diversity and equity is reflected in our industry-leading statistics. For instance, our existing programs have enabled us to achieve a professional staff workforce that is 20% female in non-union positions, compared to the industry average of 10.9%, according to the U.S. Bureau of Labor Statistics. This demonstrates our dedication to creating a workplace that values diversity and provides equal opportunities for all employees.

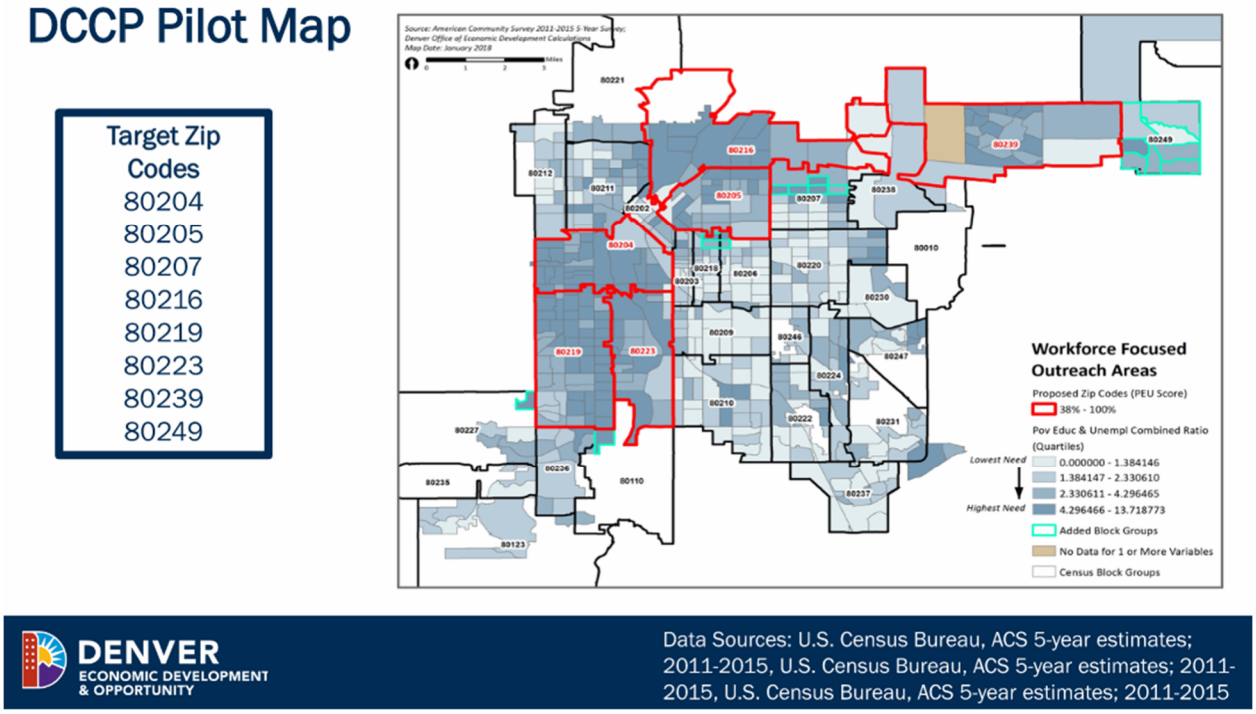
	Employees	Female	%
Kraemer	98	20	**20.4%**
Industry Average			10.9%

*Based upon 2022 Labor Force Statistics from U.S Bureau of Labor Statistics

We are also active and engaged in those neighborhoods that have been a focal point of the Denver Economic Development and Opportunity (DEDO) Office, seeking to direct some of the benefits of generational infrastructure investments to those communities facing a variety of economic uncertainty (area zip codes 80204, 80205, 80207, 80216, 80219, 80223, 80239, 80249). As of the end of fiscal year 2022, approximately 11% of Kraemer's workforce resided in these targeted zip codes, which have also been the focus of the Denver Construction Careers Program. These employees worked a total of 55,500 manhours and earned $2.3 million in wages, with an average salary of $86,180. We are proud to

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contribute to the economic well-being of these communities and will continue to be an active participant in their growth.



2.2 LEVERAGING THE COLFAX BRT PROJECT

Kraemer is excited to partner with WORKNOW and the DEDO office to incorporate the Colfax BRT Project into our current architecture and enhance our existing program with valuable services offered by WORKNOW. To make it easier for candidates without construction experience to find us, we will add a link to the WORKNOW platform on our employment opportunities page. And because people are likely more familiar with the project name than our own, Kraemer will setup and administer a specific Colfax BRT Careers page where more information can be obtained about local employment opportunities.

We recognize that some applicants may face unique challenges in joining our team, and we are committed to working with WORKNOW to identify and address these barriers. By partnering with WORKNOW, we hope to foster a more diverse and inclusive workplace and expand opportunities for job seekers in our communities.

As construction begins to kickoff, the project team would propose quarterly career events at a minimum but could allow flexibility for expansion should the project still have employment needs.

2.3 UTILIZING COMMUNITY RESOURCES

Kraemer and its project partners are rooted in the community and recognize the power that “presence” has in connecting people to opportunity. We propose expanding the Colfax BRT project’s reach and

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bringing employment connections into those areas where people are more comfortable interacting, including local supermarkets, places of worship, community parks, and local gyms. In partnership with these local businesses, the project team would host “pop-up events” to increase the project's visibility and be a conduit for those interested in starting a conversation about their future careers. Kraemer will focus these events in the targeted communities and zip codes specified in the DCCP Pilot Map.

Kraemer and team will look to sponsor booths at major Denver events along the corridor, including the Colfax Marathon, Free Denver Zoo Days, Wings Over the Rockies Special Events, “Glow at the Gardens” at the Denver Botanic Gardens, and the Juneteenth Music Festival.

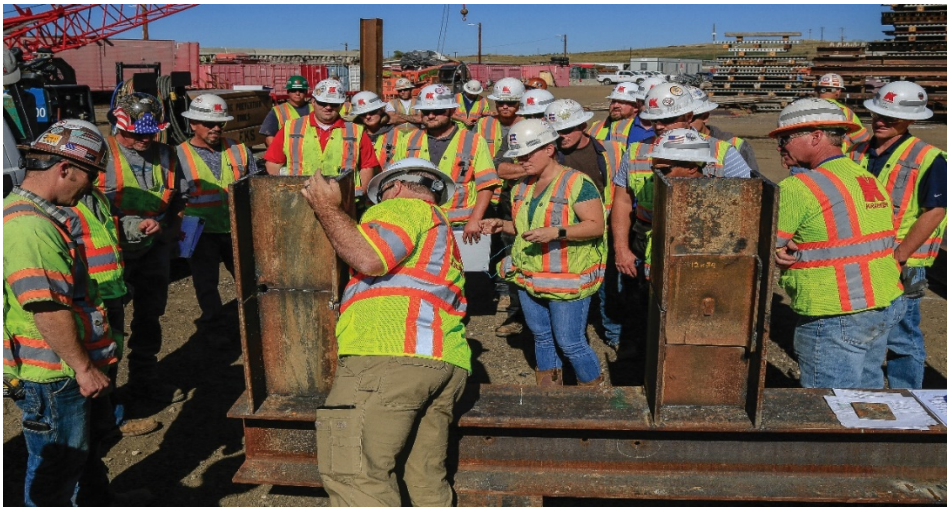
We understand that language barriers can hinder people's access to job opportunities. To make sure our message reaches a wider audience, we will provide all public information flyers and career resources in both English and Spanish. In addition, Kraemer proposes advertising through Spanish radio stations to expand the reach of the WORKNOW platform and our own Careers webpages. This initiative aims to inform and inspire Spanish-speaking job seekers about the possibilities of a well-paying career in the construction industry.

Furthermore, almost half of our workforce in Colorado is made up of Hispanic hourly and salaried employees, many of whom speak Spanish as their primary language. This diversity allows us to engage directly with job seekers and provide them with the information they need to pursue a rewarding career in the construction field.

Kraemer and our partners prioritize community engagement, inclusivity, and accessibility to ensure that everyone has access to the opportunities and benefits the Colfax BRT project has to offer.

3.0 TRAINING STRATEGIES

We believe that training is essential to the success of our business and have developed a robust program to ensure our employees have the education and skills they need to be successful. We have a variety of training programs in place to help our employees develop the skills they need to do their jobs safely and effectively.



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Our pre-skilled and pre-employment training programs are designed to help people who are new to the construction industry acquire the skills they need to get started. These programs include pre-apprenticeship and basic skills training that are offered throughout the year and are responsive to project needs. Regular safety training is provided beginning on an employee's first day, providing relevant information on how to complete their work safety, properly utilize their tools, and understand the safety equipment needed to protect themselves and others.

Kraemer routinely hosts regular skills and practical training events throughout the year. These trainings are designed to refresh the skills of seasoned employees and to provide new skills to less experienced ones. Our training events cover a range of topics and may be hosted internally or by a third party. Examples of these trainings include:

- Safe Driving Skills & Towing Operations
- Forklift Driver Certification
- Construction Stormwater Management
- Aerial Lift / Man Basket Certification
- Girder Erection Training
- Hand and Mechanical Tools Training
- Brand Specific Tool Training (Hilti, Dewalt, EFCO, etc)
- Material Use Training
- Others, as required to meet project demands

In addition to our regular training classes, we also offer on-the-job training and registered apprenticeships to employees who are already working for us, through local union apprenticeship programs. These programs help employees develop the skills they need to advance their careers through practical on-the-job experience under the guidance of journeymen employees and through formal classroom education, led by union personnel in the evenings.

We take a proactive approach to employee development and regularly review performance with our team members. We encourage those who have demonstrated mastery of their trade to pursue leadership positions within the company, such as graduating apprentices to journeymen-level and promoting journeymen to lead-person or foremen/forewomen roles. For those who are interested in advancing their careers but need additional training or skills, we provide constructive feedback and identify opportunities for expanded training. By investing in our employees' growth and development, we are building a stronger, more skilled workforce that can deliver high-quality results for our clients.

3.1 EXPANDING OUR REACH

To further support our employees, Kraemer will partner with WORKNOW to expand our training offerings and provide additional support to those who need it to advance their careers. This includes high school equivalency preparation for employees who wish to obtain their GED certificate and/or other basic skills training. We are committed to ensuring that our employees have access to the resources and support they need to succeed in their careers.

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In addition to our own training programs, Kraemer also works closely with subcontractors to ensure that they provide their employees with the necessary training in their field of expertise. Our team collaborates with subcontractors to provide training on various topics, such as safety, health, and construction skills. By working together, we strive to create a culture of safety and excellence throughout our projects and the broader construction industry.

We propose expanding the Colfax BRT project's reach and bringing employment connections into those areas where people are more comfortable interacting, including local supermarkets, places of worship, community parks, and local gyms. In partnership with these local businesses, the project team would host "pop-up events" to increase the project's visibility and be a conduit for those interested in starting a conversation about their future careers. Kraemer will focus these events in the targeted communities and zip codes specified in the DCCP Pilot Map.

4.1 REPORTING AND TRACKING

To ensure that the Workforce Plan is effective and on track, Kraemer will be monitoring and reporting progress on a quarterly basis. This will be done by submitting the Denver Construction Careers Program (DCCP) project quarterly report, along with a comprehensive narrative report detailing the outreach and engagement efforts made by Kraemer or its subcontractors. The report will help in tracking and documenting the progress made toward the workforce plan. The strategies and metrics used to evaluate our efforts may include, but are not limited to, the following: the number of job fairs and outreach events conducted, the number of job seekers contacted, the number of job postings advertised, the number of hours worked by workers from targeted categories, the use of pre-skill, pre-journey, and journey upgrade programs, and the number of hours worked by each worker, mechanic, or laborer employed by Kraemer or its subcontractors as documented by credible sources. This data will be collected from multiple sources, including employee timecards (managed through our electronic reporting software HeavyJob), LCP tracker, job seeker contacts through office walk-ins, attendance at informational sessions or pop-up venues, contacts through local hiring fairs, and referrals. Additional data will be collected as employees participate in training courses, receive completion certificates, become active in an apprenticeship program, and graduate to journeymen level throughout the course of the project. Heather will organize and manage this data and report it to project stakeholders.

In order to meet or exceed the apprenticeship requirements defined in the RFP, Kraemer will need to engage heavily with other contractors who are performing work on the project. Kraemer, Sky Blue, and The Loughran Group, are committed to growing the community workforce through an apprenticeship programs. Additionally, Kraemer will incorporate contractual flow down provisions in subcontractor solicitations and subsequent subcontracts to contractors whose scopes of best align with apprenticeship programs. Such scopes of work include:

- Cement Masons / Concrete Finishers – As part of Flatwork, Concrete Pavement or Landscaping Contracts
- Electricians – As part of Electrical and Traffic Signals Contracts
- Glazers – As part of Station Construction Contracts
- Low Voltage Technicians – As part of Safety & Security Contracts

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- Pipefitters – As part of Landscaping or Utilities Contracts
- Welders – As part of Station Constructions

Selected subcontractors will be expected to attend regular outreach and hiring events hosted by Kraemer and the project team. Marcy and Nancy, in their respective roles working with small businesses and DBE contractors will assist Heather in collecting and organizing the workforce data.

Quantitative and qualitative metrics will be collected and reported to assess program effectiveness throughout the life of the Colfax BRT project. In compliance with the RFP requirements, the following data will be captured, aggregated, and presented in a comprehensive report showing progress against the workforce goals:

	Key Metrics
Employment	Total man-hours as submitted to LCP tracker from Kraemer North America
	Total man-hours as submitted to LCP track from all subcontractors
	Individual man-hours from employees in the Target Category from Kraemer North America
	Individual man-hours from employees in the Target Category from all subcontractors
	Individual man-hours from 1st Year Apprentices of Kraemer North America
	Individual man-hours from 1st Year Apprentices from all subcontractors
Outreach	Number of Individuals Attending Colfax BRT Information Sessions
	Number of Individuals seeking employment stemming from Information Sessions
	Number of individuals referred to WORKNOW stemming from Information Sessions
	Number of Individuals Attending Career Fair Events
	Number of direct hires stemming from Career Fair Events
	Number of individuals referred to WORKNOW stemming from Career Fair Event
	Number of Individuals Attending Pop-Up Events
	Number of Individuals referred to WORKNOW stemming from Pop-Up Events
Training	Total Number of Training Events Hosted by Kraemer during the Period
	Total Number of New Apprentices during the Period
	Total Number of Apprentices graduating to Journeymen
	Total Number of Employees enrolled in WORKNOW training programs
	Total Number of Certificate Courses Offered
	Total Number of Participants Receiving Training Certificate
Demographics	Gender: Percentage of Female Employees
	Race: Percentage of Non-White Participants

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	Total number of New Hires stemming from Colfax BRT Project
	Total number of employees retained for 90-days
	Average Wage of New Hires on Colfax BRT Project

Goals:

Goal 1: Overall Apprenticeship Requirement: 15% of Total Construction Hours will be performed by apprentices in registered apprenticeship programs.
Goal 2: Target Category Requirement: 3.75% of total construction hours that are performed by Colorado residents will be performed by apprentices in registered apprenticeship program who reside in targeted areas or that are from targeted populations.
Goals 3: 1st Year Apprentice Requirement: 3.75% of the total construction hours will be performed by first year apprentices in registered apprenticeship programs.

This project does not have specific workforce goal requirements, but CDDP will continue to monitor program goals and outcomes form data gathering purposes.

Kraemer will maintain this information in a shared database to track the progress of participants through outreach, employment, training, and retention. Accompanying the quarterly report, Kraemer proposes a regular meeting of appropriate stakeholders to discuss the results and to find opportunities for improvement.

Kraemer believes that this Workforce Development Plan is a living document that should be continually updated and revisited to ensure that the procedures and programs described therein meet the overarching goals of the project, and whether the data collected and provided is accurately measuring the appropriate metrics. Any subsequent revisions to the plan will be submitted to Denver and DEDO for review and approval.