

## CMGC CONSTRUCTION CONTRACT

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

### RECITALS

**1.** The City wishes to build the Skyline Park Improvements, located between 16<sup>th</sup> Street and 17<sup>th</sup> Street, and Arapahoe Street, in Downtown Denver. The Project includes grading and landscaping improvements, additional trees and plantings, a Food and Beverage/restroom building, an interactive water feature/splashpad, and supporting infrastructure for the temporary ice-skating rink.

CONTRACT CONTROL NO. 202582099

**2.** In furtherance of the Project, the City contracted with **Rios Clementi Hale Studios** (the “**Designer**” or “**Design Consultant**” or “**Consultant Team**”) to perform professional architectural and engineering design services for the programming and design of the Project.

**3.** Pursuant to Section 20-56 of the Denver Revised Municipal Code (the “**DRMC**”), the City commenced on April 19, 2023, and advertised for at least three (3) consecutive days, the City’s solicitation for submissions from qualified contractors for the Project.

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

**5.** Submissions received were evaluated and formal proposals were requested from those firms best meeting the City’s qualifications criteria for the Project.

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

**7.** Based upon that ranking, the City and the Contractor entered into a Preconstruction Services Agreement, Contract No. 202370205, to perform preconstruction services.

**8.** 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.

**9.** 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.

**10.** Because of the Project’s time limitations and in order to maintain the existing Project schedule, the Contractor and the City now desire to enter into a Construction Manager/General Contractor contract (the “**Construction Contract**”) for a GMP for all of the Work necessary to complete the Project.

**11.** 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**”) is the **SKYLINE PARK IMPROVEMENTS** located at located between 16<sup>th</sup> Street and 17<sup>th</sup> Street at Arapahoe St. (the “**Project Site**”) and includes all preconstruction, construction and construction management work and services as well as all materials, supplies, equipment or other costs required to deliver the facilities and improvements set forth in, or reasonably inferable from, the Design Documents incorporated by reference as **Exhibit G** which includes drawings, dated September 19, 2025, specifications and narratives prepared by the Designer dated September 19, 2025, (the “**Design Documents**”) and Contractor’s GMP Proposal dated October 21, 2025 (the “**GMP Proposal**”), attached as **Exhibit J**.

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

**1.3 Contractor Selection.** In accordance with the requirements of Section 20-56 of the DRMC, the City implemented and completed a competitive selection process to identify qualified Contractors to perform both preconstruction and construction services for the Project. The Contractor was selected as the first ranked proposer to perform such services for the City as set forth in the City’s Request for Proposals (the “**RFP**”) dated April 19, 2023; and the Contractor’s Response dated May 19, 2023, and July 12, 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 **TWENTY-THREE MILLION NINE HUNDRED TWENTY THOUSAND NINE HUNDRED SIXTY-FOUR DOLLARS AND NO CENTS (\$23,920,964.00)** and is subject to increase or decrease at the sole discretion of the Executive Director. Contractor further acknowledges and accepts that the Project must be completed within the Budget. As part of this acknowledgment and acceptance, the Contractor shall at all times cooperate fully with the City and the Design Consultant to develop the Project and its various components for construction and ultimately construct the Project so as not to exceed the limited funds available in the Budget.

## **1.5      Project Format.**

**1.5.1** 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 Construction Manager/General Contractor (“CM/GC”) project delivery approach and will fast track the Project.

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

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

**1.5.4** 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.**

**1.6.1** Contractor’s Phase 1 GMP Proposal contains allowances.

**1.6.2** 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.

**1.6.3** 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;

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

**1.6.5** Contractor’s costs for unloading and handling at the Project Site, labor, installation costs, and other expenses contemplated for the stated allowance amounts are included in the allowances. However, Contractor’s home office overhead and profit for all allowance items are included in the Contractor’s Fee and are not in the allowance; and

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

**1.7 GMP Contingency.**

**1.7.1 GMP Contingency Amount.** The GMP includes a Construction Contingency in an amount equal to a lump sum of **SEVEN HUNDRED SEVENTEEN THOUSAND SIX HUNDRED TWENTY-NINE DOLLARS AND NO CENTS (\$717,629.00)** (the “**GMP Contingency**”) to complete the Project.

**1.7.2 Import Duty Contingency.** The GMP Contingency includes **ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00)** of contingency for increased costs due to import duties (“**Import Duty Contingency**”). Contractor may charge actual cost increases it is required to pay due to import duties that increased after Contractor submitted its final GMP Proposal to the Import Duty Contingency. Contractor will provide documentation of import duty costs paid with its request to use Import Duty Contingency. Import Duty Contingency will be released no later than receipt of materials likely to be impacted by import duties. Increased costs due to import duties may only be charged to the Import Duty Contingency.

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

**1.7.4 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 **Rio Clementi Hale Studios**. In case of termination of the Design Consultant, the City will appoint a Design Consultant whose status under the Construction Contract shall be the same as that of the former Design Consultant.

**1.9 User Agency.** The “**User Agency**” as used herein shall mean Denver Parks and Recreation that will manage the

Project improvements once construction is complete.

**1.10 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.

## 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 April 19, 2023, (RFP) (incorporated herein by reference)

Contractor’s Response to RFP dated May 19, 2023, and Contractor’s RFP Submittal dated July 12, 2023, (incorporated herein by reference)

Preconstruction Services Agreement, dated October 11, 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**)

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

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

Prevailing Wage Rate Schedule(s) (attached as **Exhibit E**)

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

Design Documents (incorporated herein by reference as **Exhibit G**): which consist of the following:  
*Skyline Park, Block 2, 100% Construction Documents, dated September 19, 2025.*

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

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

Contractor's GMP Proposal, with schedule, dated *October 23, 2025*, (attached as **Exhibit J**)

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

Workforce Requirements (attached as **Exhibit L**)

Appropriation and Encumbrance Form (attached as **Exhibit M**).

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

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

**2.2.2** the Special Contract Conditions;

**2.2.3** the General Contract Conditions;

**2.2.4** the Technical Specifications;

**2.2.5** the Contract Drawings; and

**2.2.6** the Contractor's GMP Proposal

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

**2.3** The intent of the Contract Documents is to include all terms, conditions, work items and services necessary or required for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by anyone 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 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. 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 the Budget; while satisfying the City's longstanding commitment to quality, efficiency, value, innovation, partnering, responsiveness to agency and community needs and compliance with all applicable regulatory requirements in the performance of general public improvements. Compensation for the Construction Services shall be in accordance with the terms and conditions of this Construction Contract.

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

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

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

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

#### **4.0 RELATIONSHIP OF THE PARTIES**

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

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

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

**4.4** The Contractor shall accept the designated and authorized representatives of the City identified in the Contract

Documents and perform its obligations toward and in response to such representatives in the same manner it would toward and in response to the City, pursuant to such designation and authorization.

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

Ethan Frey, Project Manager, Department of Transportation and Infrastructure,  
201 W. Colfax Ave., Dept. 608, Denver, Colorado, Email: ethan.frey@denvergov.org

## **5.0     COORDINATION AND COOPERATION**

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

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

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

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

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

## **6.0     CONTRACT TIME, SUBSTANTIAL COMPLETION AND LIQUIDATED DAMAGES**

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

**6.2     Contract Time.** The term "Contract Time" is defined as the total number of days between the date of the Notice to Proceed with Construction and the date on which Substantial Completion of all Work must be completed by the Contractor. The Contract Time shall be **Five Hundred Fifteen (515) Calendar Days**. The construction schedule included in **Exhibit J** will be updated based on the date NTP is issued while maintaining the Contract Time. When then updated schedule is accepted by the Project Manager it will replace the schedule currently included in **Exhibit J**.

**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). The term “Final Completion” is defined in the General Conditions.

**6.4      Liquidated Damages.** The Parties recognize and agree that time is of the essence for this Contract. In the event that the Work is not Substantially Complete within the 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      \$1,000.00**

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. This paragraph 6.4 replaces General Contract Condition 602 but does not limit other rights and remedies of the City set forth in the General Contract Conditions.

## **7.0      SUBCONTRACTORS AND SELF-PERFORMED WORK**

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

### **7.1      Self-Performed Work.**

**7.1.1** Upon prior written approval of the Project Manager, the Contractor may compete for designated subcontractor or supplier work packages. Should the Contractor submit a proposal for any such package, such proposal shall be submitted directly to the Project Manager prior to any proposal deadline. The Project Manager shall review with the Contractor all bids submitted where the Contractor has submitted a bid and shall make the final award after

consultation with the Contractor. The City must approve any self-performed Work award to the Contractor. The Contractor shall complete approved self-performed work for a lump sum bid amount on the basis of a stipulated lump sum subcontract, which shall also be subject to City review and written approval of the Project Manager prior to commencement of any self-performed work.

**7.1.2** Notwithstanding the bidding requirements set forth in Section 7.1.1, the Contractor has submitted to the City, and the City has accepted a proposal for self-performed work as specified in Contractor's GMP Proposal.

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

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

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

## 8.0 COMPENSATION

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

**8.1.1** Cost of wages paid for labor in the performance of the Work at the Project Site or with the City's agreement at offsite workshops. 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.

**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 the actual cost of insurance and 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 H** 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 H**.

**8.1.9** The actual cost of the premiums, not to exceed **2%** 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 **2%** 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 written approval shall be charged as a Cost of the Work.

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

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

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

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

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

**8.1.15** Cost incurred by the Contractor in repairing or correcting defective, damaged or nonconforming work, provided that such defective, damaged or nonconforming work was beyond the control of the Contractor, Subcontractors, or Suppliers, or caused by the ordinary mistakes or inadvertence, and not the negligence of the Contractor's or any Subcontractor's or Supplier's supervisory personnel. If the costs associated with such defective,

damaged or nonconforming work are recoverable from insurance or Subcontractors or Suppliers, the Contractor shall exercise its best efforts to obtain recovery from the appropriate source and credit the Cost of the Work if recovery is obtained.

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

**8.1.17** Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the Project Site, and when stationed off-site and working on the Project in accordance with the staffing and salary schedule set forth in **Exhibit I**, 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 I**.

**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.

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

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

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

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

**8.1.27** All costs and fees incurred in the performance of work and approved for payment under the Preconstruction Services Agreement, attached herein by reference.

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

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

**8.2.1** Salary of any officer of the Contractor.

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

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

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

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

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

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

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

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

**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 **SIX HUNDRED FIFTY-ONE THOUSAND FIVE HUNDRED FORTY-FOUR DOLLARS AND NO CENTS (\$651,544.00)**, payable in progress installments pursuant to a mutually agreeable schedule of progress installments. Contractor's Fee includes fee on Contingency. The City will be reimbursed, through a deductive change order, for any Fee associated with unused contingency.

**8.4** **Guaranteed Maximum Price.**

**8.4.1** **Guaranteed Maximum Price.** The City agrees to pay the Contractor, and the Contractor agrees to accept, the not to exceed sum of **TWENTY-THREE MILLION NINE HUNDRED TWENTY THOUSAND NINE HUNDRED SIXTY-FOUR DOLLARS AND NO CENTS (\$23,920,964.00)**, as the GMP, for which the Contractor will perform all Work necessary to complete the Project. The GMP is subject to the qualifications, clarifications, assumptions, exclusions and allowances in the GMP Proposal. The GMP is subject to adjustments as provided in the Contract Documents. The GMP includes Contractor's Fee.

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

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

**8.6     Construction Contract Amount and Funding.** In accordance with the terms of this Construction Contract, the Maximum Construction Contract Amount to be paid by the City to the Contractor under this Agreement shall not exceed **TWENTY-THREE MILLION NINE HUNDRED TWENTY THOUSAND NINE HUNDRED SIXTY-FOUR DOLLARS AND NO CENTS (\$23,920,964.00)**. The Contractor guarantees and warrants that the Project will be completed by its performance hereunder for the GMP amount. The Maximum Construction Contract Amount is equal to the sum of the GMP and the Owner's Contingency. 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 Manager of the Division of Small Business Opportunity (DSBO), pursuant thereto relating to non-discrimination in employment by contractors, subcontractors and suppliers receiving compensation for work performed on the Project.

**10.2    Insurance.** In addition to the requirements and obligations set forth in Title 16, the Contractor shall comply with the insurance requirements set forth below.

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

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

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

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

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

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

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

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

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

**10.2.9 Builder's Risk or Installation Floater:** Contractor shall provide, Builders' Risk Insurance on a Completed Value Replacement Cost Basis, including the value of subsequent modifications, change orders, and the cost

of material supplied or installed by others, comprising the total value of the entire project at the site. Such insurance shall: apply from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site; be maintained until formal acceptance of the project by the City; include the interests of the City including Aviation and if applicable, affiliated or associate entities, the General Contractor, subcontractors and sub-tier contractors in the project; be written on a Special Completed Value Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal, demolition, increased cost of construction, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, pilings including the ground on which the structure rests and excavation, backfilling, filling and grading; include a Beneficial Occupancy Clause and shall specifically permit occupancy of the building during construction. City and County of Denver Contractor shall take reasonable steps to obtain consent of the insurance company and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builder's Risk Policy; include Equipment Breakdown Coverage (a.k.a. Boiler & Machinery), if appropriate, which shall specifically cover insured equipment during installation and testing (including cold and hot testing).

#### **10.2.10 Additional Provisions:**

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

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

**10.2.10.3** A Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow the form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

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

#### **10.4 Compliance with Minority/Women Owned Business Enterprise Requirements.**

**10.4.1** This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code ("D.R.M.C."), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the "MWBE Ordinance"); and any Rules and Regulations promulgated pursuant thereto. The Contractor's Goal Commitment to MWBE participation for this Agreement is 15% as stipulated in the Division of Small Opportunity's ("DSBO") Commitment to MWBE Participation Form submitted by the Contractor.

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

**10.4.2.1** If directed by DSBO, the Contractor is required to develop and comply with a Utilization Plan in accordance with § 28-62(b), D.R.M.C. Along with the Utilization Plan requirements, the Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in

complying with the Utilization Plan and achieving the MWBE requirement. The Utilization Plan is subject to modification by DSBO.

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

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

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

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

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

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

## **10.5 Compliance with Wage Rate Requirements.**

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

Date bid or request for qualifications/proposals was advertised April 19, 2023.

**10.5.2** Increases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be mandatory on either the contractor or subcontractors. Future changes in prevailing wages on contracts whose period of performance exceeds one (1) year shall be mandatory for the contractor and subcontractors only on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance

if no bid/proposal issuance date is applicable.

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

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

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

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

**10.6      Compliance with Denver Wage Laws.** To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 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.”

## **10.7      Workforce.**

**10.7.1** The City is committed to increasing the availability of a skilled construction workforce by increasing the availability of apprenticeships and other approved training programs and requiring the utilization of workers living in economically disadvantaged areas and workers experiencing economic disadvantage on large city construction projects.

**10.7.2** Contractor agrees to comply with, and be bound by Article XI, of Chapter 28 D.R.M.C., the “Workforce Ordinance” as well as, rules and regulations promulgated by the Denver Construction Careers Program (DCCP) of the Denver Economic Development and Opportunity agency (“DEDO”) and Contractor’s approved Workforce Plan (collectively “Workforce Requirements”) regardless of the date the contract was advertised.

**10.7.3** The horizontal construction apprentice utilization requirements of Section 28-325 of the Workforce Ordinance apply to this Agreement. Contractor must also comply with the target hire and additional requirements of the Workforce Ordinance.

**10.7.4** All costs arising out of or related to compliance with Workforce Requirements are included in the GMP. Contractor is not entitled to additional compensation, change order or Owner’s contingency for any costs associated with Workforce Requirements or compliance. Contractor’s Workforce Commitment Form and approved Workforce Plan are attached as **Exhibit L**.

**10.8 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.

**10.9 Appropriation and Encumbrance.**

**10.9.1 Progressive 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 by the Treasury of the City and encumbered by this Contract. As of the date of this Contract, **EIGHTEEN MILLION DOLLARS AND NO CENTS (\$18,000,000.00)** have been appropriated for this Contract. The Project Manager will notify the Contractor when additional funds are appropriated and encumbered for this Contract by providing the Contractor with a fully executed Appropriation and Encumbrance Form, attached as **Exhibit M**. The Appropriation and Encumbrance Form is only valid when executed by the Project Manager and the Chief Financial Officer or his or her designee. Any work performed, or costs incurred, by the Contractor exceeding the total amount appropriated and encumbered by this Contract as stated or increased by subsequent Appropriation and Encumbrance forms is done without authorization and at Contractor's sole risk.

**10.9.2** The issuance of any form or order or directive by the City which would cause the aggregate amount payable to the Contractor to exceed the amount appropriated and encumbered 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 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 an appropriation and encumbrance 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 and encumbered 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 and encumbered 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.

**10.10 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.

**10.11 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.

**10.12 Conflict of Interest.** The Parties agree that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and the City further agrees not to hire or

contract for services with any official, officer or employee of the City or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.9 and 1.2.12.

**10.13 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.

**10.14 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.

**10.15 Proprietary or Confidential Information.**

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

**10.15.2 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.

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

**10.17 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.

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

addressed, or the third (3rd) day after such notice is mailed, whichever is earlier. Unless changed in writing, such notices shall be mailed to:

If to the Contractor:

Fransen-Pittman Construction Co., Inc.  
9563 S. Kingston Court, Suite 100  
Englewood, Colorado 80112

If to the City:

Ethan Frey, Project Manager  
Department of Transportation and Infrastructure or Designee  
201 W. Colfax Ave., Dept. 608  
Denver, Colorado 80202

Executive Director of the Department of Transportation and Infrastructure or Designee  
201 W. Colfax Ave., 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.

**10.19 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.

**10.20 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.

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

**10.22 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.

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

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**[ELECTRONIC SIGNATURES FOLLOW.]**

**Contract Control Number:** DOTI-202582099-00  
**Contractor Name:** FRANSEN-PITTMAN CONSTRUCTION CO., INC.

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

---

**APPROVED AS TO FORM:**

Attorney for the City and County of Denver

By:

---

**REGISTERED AND COUNTERSIGNED:**

By:

---

By:

---

**Contract Control Number:** DOTI-202582099-00  
**Contractor Name:** FRANSEN-PITTMAN CONSTRUCTION CO., INC.

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

DocuSigned by:  
  
02E9999C77B44FC...

Name: Jim Andrews  
(please print)

Title: V.P. Operations  
(please print)

ATTEST: [if required]

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

**EXHIBIT A**

**GENERAL CONTRACT CONDITIONS**

## CONSTRUCTION CONTRACT GENERAL CONDITIONS

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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* (The Index for which is bound herein and commonly referred to as the "Yellow Book") (2011 Edition)

*Colorado Department of Transportation "Standard Specifications for Road and Bridge Construction"* (Sections 200 through 700 of the 2025 Edition).

*Transportation Standards and Details for the Engineering Division, City and County of Denver* (April, 2017).

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

*Building Code of the City and County of Denver.*

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

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

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

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

[https://www.denvergov.org/files/assets/public/doti/documents/standards/pwes-001.5-transportation\\_standards\\_and\\_details\\_for\\_the\\_engineering\\_division.pdf](https://www.denvergov.org/files/assets/public/doti/documents/standards/pwes-001.5-transportation_standards_and_details_for_the_engineering_division.pdf)

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

The *Manual on Uniform Traffic Control Devices for Streets & Highways* is available for review as stated above, or can be viewed at the Federal Highway Administration Website at: [www.fhwa.dot.gov](http://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. 3<sup>rd</sup> Avenue, Denver, Colorado 80223.

## **SC-2 CITY DELEGATION OF AUTHORITY**

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

**Denver Department of Transportation and Infrastructure / Engineering Division,**

Project Manager:

**Ethan Frey**, Project Manager, Department of Transportation and Infrastructure, 201 W. Colfax Ave., Dept. 608, Denver, Colorado, Email: ethan.frey@denvergov.org

Design Consultant

**James Lively**, Rios Clementi Hale Studios, 3101 Exposition Place, Los Angeles, California 90018, Email: james@RIOS.com

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

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

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

In the General Conditions, the phrases “provided to the City at no cost,” “at no cost to the City,” “cost . . . shall be borne by the Contractor,” “costs shall be reimbursed by the Contractor,” “at the expense of the Contractor,” “Contractor shall bear any and all costs,” and “Contractor shall bear any and all additional costs,” mean that the costs in question are to be included as a Cost of the

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

#### **SC-4 TIME OF BIDDING; TIME OF CONTRACTING**

In the General Conditions, the words "time of bidding," "bidding," and the like, shall mean the time when the Contract is signed.

#### **SC-5 CONTRACT DOCUMENTS**

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

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

#### **SC-6 CONTRACT TIME**

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

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

#### **SC-7 SUBCONTRACTOR**

General Condition 118, SUBCONTRACTOR, is hereby amended by adding a new final sentence to read as follows:

"Subcontractor" may also mean the Contractor pursuant to a subcontract for lump-sum self-performed work, as authorized in the Contract Form.

#### **SC-8 WORK**

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

The terms "Scope of Work" or "Work" as used herein shall mean all Preconstruction and Construction Phase services required by or inferable from the Contract Documents, whether completed or partially completed, and includes all other labor, management, administration, supervision, materials, supplies, manufactured components, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

## SC-9 WORKING HOURS AND SCHEDULE

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

1. Work shall normally not be done on Saturdays, Sundays, City observed holidays, or outside of the daytime working hours which may be specified in the Special Conditions, except for such work as may be necessary for proper care, maintenance, and protection of Work already done, or in cases when the Work would be endangered or when hazard to life or property would result. The Contractor shall comply with Denver's noise control ordinance during all working hours.
2. If the Contractor believes it may be necessary to work on Saturdays, Sundays, holidays, city furlough days, or at night, the Contractor shall make prior arrangements with the Project Manager and receive written approval at least twenty-four (24) hours before such work period so that proper inspection and engineering services can be provided. Such approval may be revoked by the Project Manager if the Contractor fails to maintain adequate equipment and lighting at night for the proper prosecution, control and inspection of the Work. If Work is done outside of approved working hours, and the Project Manager has not assigned inspectors to the Work, the Work performed during those periods of time may be declared defective solely on the grounds that it was not properly inspected.
3. The Contractor shall schedule and coordinate the performance of all of its Subcontractors and Suppliers, including their use of the Work site. The Contractor shall keep the Subcontractors and Suppliers informed of the Project construction schedule to enable the Subcontractors and Suppliers to plan and perform their work properly.
4. The Contractor shall submit, with the GMP Proposal, a construction schedule which shall provide for the expeditious and practicable execution of the Work. Such construction schedule shall be in a Critical Path Method (CPM) format or such other format approved by the Project Manager. This Schedule shall be considered, upon City acceptance, the baseline schedule for the Project. A Critical Path Method schedule shall be required in any event for any Contractor Change Request pursuant to G.C. 1103.4 and any resulting claim. The receipt of the schedule by the Project Manager shall in no way constitute acceptance of the Contractor's anticipated schedule of construction activities. The schedule will be reviewed for comment by the Project Manager. The Project Manager's review and comment on the schedule shall not constitute approval or acceptance thereof by the City.
5. The Critical Path Method schedule shall provide reasonable detail as described in the Technical Specifications and shall include a time scaled network and computer printout. Additionally, float or slack is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date,

of any activities in the schedule. Float or slack is not time for the exclusive use or benefit of either the Contractor or the City.

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

## **SC-10 SUBCONTRACTOR ACCEPTANCE**

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

1. Except as provided in the City's Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE), or Minority and Women Business Enterprise (M/WBE) contracting requirements, the City recognizes that prior to bidding, the bidder may not have been able to negotiate for all portions of the Work which the bidder proposes to subcontract. The City will, therefore, permit the successful bidder to propose additional Subcontractor(s) at any time during the Contract period provided, however, that any limitation on subcontracting has not been exceeded, and that all such SBE, DBE, or M/WBE requirements are adhered to, including, if applicable, the Contractor's SBE or M/WBE Utilization Plan. If the proposed Subcontractor(s) are acceptable and the City, by letter to the Contractor, approves of the Subcontractor(s), the Contractor may enter into agreements with these parties. If any proposed Subcontractor(s) are not acceptable to the City, the Contractor must submit for City approval the names of substitute Subcontractors.
2. Each Subcontractor which the Contractor expects to perform Work must be accepted in writing by the Project Manager before the Subcontractor begins work. The acceptance or rejection of any proposed Subcontractor shall be at the Project Manager's sole discretion. The reasons the Project Manager may use for not accepting a Subcontractor include, but are not limited to, the following:
  - A. Default on a contract within the last five (5) years.
  - B. Default on a contract which required that a surety complete the contract under payment or performance bonds issued by the surety.
  - C. Debarment within the last five (5) years by a public entity or any organization which has formal debarment proceedings.
  - D. Significant or repeated violations of Federal Safety Regulations (OSHA).
  - E. Failure to have the specific qualifications listed in the Contract Documents for the work that the Subcontractor will perform.
  - F. Failure to have the required City or Colorado licenses to perform the work described in the subcontract.

- G. Failure to pay workers the proper wage and benefits or to pay suppliers or subcontractors with reasonable promptness within the last five (5) years.
- H. Conviction, plea of *nolo contendere*, entry into a formal agreement admitting guilt or entry of a plea of guilty or otherwise admitting culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, anti-trust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Subcontractor's business, on the part of Subcontractor's principal owners, officers, or employees, within the last five (5) years.
- I. Failure to pay taxes or fees to the City.
- J. Evidence that the Subcontractor was selected by the Contractor through the process of bid shopping, dishonesty or buyout.
- K. Significant or repeated performance issues on City contracts including, but not limited to, failures to complete work on schedule, poor quality work, failure to comply with required programs which may include the DBE program, the MWBE program, Minimum Wage or Workforce.

3. The Contractor shall submit a statement signed by an officer or principal of the Contractor certifying that the Contractor has investigated the qualifications and background of each proposed Subcontractor and certifying under oath that, to the best of his or her knowledge, none of the bases for rejection listed above exist. In lieu of this certification, the Contractor may identify, for each proposed Subcontractor, any of the issues listed above applicable to that Subcontractor and attach to that statement a list of all judicial and administrative proceedings in the last five (5) years in which any proposed Subcontractor is or was a party, the proceedings involving any of the issues listed above or in which any proposed Subcontractor filed for bankruptcy.
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-11 SCHEDULE OF VALUES FOR LUMP SUM SUBCONTRACTS**

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

1. The Contractor shall furnish to the Project Manager, for review and approval, a Schedule of Values for lump sum subcontracts, in such detail as the Project Manager shall request, no later than thirty (30) Days prior to the issuance of the

first pay application. The Schedule of Values shall show the amount included for each principal category of work and shall be in proper balance. No pay application shall be submitted until the submitted Schedule of Values is approved in writing by the Project Manager.

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

## **SC-12 APPLICATIONS FOR PAYMENT**

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

1. Each complete application shall contain a list of Subcontractor and material invoices. If requested by the City, the Contractor will furnish the City with invoices shown on the lists which accompany any application for payment.
2. Application for payment shall be based on approved Cost of the Work items incurred, completed and/or certified by the Contractor. The application shall specify the Cost of the Work so certified as having been incurred by the Contractor for Work performed during the preceding period. The Contractor's Fee shall be paid based on the actual Cost of Work items incurred. Each application for payment shall also be accompanied by a written schedule of values which sets out the Cost of the Work for the Project together with the Contractor's accounting of the percentage of completion of each line item of Cost of the Work of which the City is liable to pay the Contractor.
3. The Contractor shall certify in writing with each application for payment that to its knowledge the Project will be completed at a cost within the Guaranteed Maximum Price, as modified by change orders, and shall identify with reasonable particularity any circumstances which could result in the total cost to the Contractor (including Fee) in completing the Project exceeding the Guaranteed Maximum Price.
4. If long lead items are being fabricated off-site and the manufacturer requires partial payment to begin fabrication or manufacturing work, the City, in its sole discretion, may agree to reimburse Contractor for some or all of these costs. The City will only consider actual costs that must be paid in advance by Contractor. Contractor assumes all risk of loss, non-performance, damage or defect in long lead items. In no circumstance will Contractor be entitled to additional compensation if long lead items are defective, delayed or not delivered. In the case of loss, Contractor must replace all long lead items at its sole cost. If Contractor identifies specific long lead items requiring significant payments before off-site fabrication can begin and it would like the City to consider paying some or all of amounts required to start work, it must submit a written request for the Program Manager's review with all

requested documentation well in advance of submitting an application for payment. Contractor will execute any additional assurances requested by City. If the City declines to approve the request, Contractor is entitled to no additional compensation.

5. Each application for payment for materials or equipment stored on or off the Project site shall be accompanied by bills of sale to establish the City's title to such material or equipment free and clear of liens and encumbrances; evidence of property insurance covering such materials or equipment; evidence, as to material and equipment stored off the Project site, that the same have been properly labeled as the City's property and segregated from the vendor's other inventory; and, if required by the City, contracts and financing statements sufficient to create a security interest in favor of the City in materials or equipment stored off the Project site which remain in the possession of the vendor of such materials or equipment.
6. Each progress payment application shall show each Subcontractor or Supplier participating in the Work completed during the previous progress period and the dollar amount of such participation. The Contractor will assure that the Subcontractors and/or Suppliers are filing for and are being paid for only the value of materials and services delivered and performed upon or incurred for the Project and that the Subcontractors and/or Suppliers are not over-billing for the effort performed. The Contractor shall, prior to or with the submission of each application for payment, furnish to the City proper evidence accounting for the distribution to Subcontractors and/or Suppliers of funds received under prior applications together with proper releases and waiver, in form and content acceptable to the City, obtained in connection therewith.
7. If the Contractor disputes a Subcontractor's or Supplier's entitlement to a portion of the previous progress payment, the Contractor shall submit to the City copies of any written communication from the Contractor to such Subcontractor or Supplier explaining the Contractor's determination not to render payment to such Subcontractor or Supplier, together with proof of service of such written communication upon such Subcontractor or Supplier.
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 or the Design Consultant, as appropriate, 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.
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-13 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-14 ADJUSTMENT OF CONTRACT AMOUNT**

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

1. Contract Amount Adjustments. All adjustments to the Contract Amount shall be determined by using one or more of the following methods:

- A. A negotiated lump sum. If requested by the City, the Contractor shall promptly provide itemized and sufficient substantiating data, including calculations, measurements, cost records, production rates, equipment types and capacity, labor costs by craft and other information which the City may reasonably require the Contractor to produce in order to permit the City to evaluate any lump sum Contractor Change Request. In pricing such proposals, the Contractor shall include estimates of the type of costs described in G.C. 1104.2.
- B. Unit prices (as stated in the Contract Documents or subsequently agreed upon) multiplied by final verified quantities of work performed;
- C. Costs as determined in a manner previously agreed upon by the parties, which include markups, that do not exceed those set forth in G.C. 1104.2 below; or
- D. Time and Material costs as determined in the manner described in G.C. 1104.2, Calculation of the Contract Adjustment. These amounts may be reduced where necessary to take into account the cost of Base Contract Work, Work included in approved Change Orders, Work described in other Field Order/Change Directives, idle time for workers and/or equipment when Work could have been performed in other locations or when the number of workers or amount of equipment provided exceeded the number or amount required to perform the Work, unsatisfactory Work, or Work which may be or was performed concurrently with the changed Work and which cannot be easily segregated from the changed Work .

2. Calculation of the Contract Adjustment. In no event shall the charge or credit to the City associated with any change exceed the sum of the following:
  - A. Direct Labor The actual net, direct increase or decrease in the cost of the Contractor's labor. Such cost shall include only the cost associated with the workers who actually perform the changed Work. The cost of supervision, management and field or office overhead shall not be included or calculated as a direct labor cost. For shop work, the direct labor cost shall include only those workers who work directly on the item being manufactured or the actual operators of the equipment being used to handle the items being manufactured.
  - B. Labor Burden. Contractor's actual costs for worker's compensation and liability insurance, payroll taxes, social security and employees' fringe benefits (including employer paid health insurance) imposed on the basis of payrolls. This burden must reflect the variability of some burdens, ie social security. The burden shall be itemized and include all small tools and

miscellaneous supplies. The total labor burden for such small tools shall not exceed two percent (2%) of the Direct Labor cost.

C. Direct Material, Supplies, Installed Equipment. The actual net, direct cost of materials, supplies and equipment incorporated into or consumed by the Work. If actual costs are not available, this cost shall be the lowest commercially available price including all discounts and rebates and all applicable taxes. Such cost shall be based on buying the material, supplies and equipment in the largest practical quantity to receive quantity discounts.

D. Equipment Costs. Without markup or operator, the lesser of (i) the actual net cost to the Contractor of owned or rented equipment, other than small tools; or (ii) the rental rate for such equipment as determined by using the following method(s):

- (1) Equipment rental rates listed in the appropriate rental rate book currently in use by the Colorado Department of Transportation. If an item of equipment does not appear in the rental rate book currently in use by the Colorado Department of Transportation, the rental rates published by the Associated Equipment Dealers may be used as a basis for negotiating a rental rate for a particular piece of equipment. The Contractor shall provide all information necessary to determine the appropriate rental rate at the time the equipment is brought on the job. This shall include, but not be limited to, type, description, make, year, model, series, serial number, fuel type, transmission, wheel combination, GVW, capacity and equipment owner.
- (2) Rental equipment costs shall be determined using actual invoiced rates, less all discounts for basic equipment rental.
- (3) Mobilization/demobilization costs will be paid if the equipment is mobilized exclusively for Work described in a Change Order. If the equipment is also used on Base Contract Work, no mobilization or demobilization cost will be paid. Mobilization/demobilization costs will be based on using the least expensive means to mobilize or demobilize Equipment shall be obtained from the nearest available source. When the least expensive methods are used, the costs shown in the actual invoice will be the basis for pricing.

E. Mark Up For Overhead and Profit.

- (1) The Contractor's Fee on the calculated change of Cost of Work shall be the only amount added to such calculated cost of Work as markup and profit to the Contractor, including any fee on applicable Work self-performed by the Contractor.

- (2) A Subcontractor of any tier who actually performs the Work shall be entitled to a markup of twelve percent (12%) on the actual costs for items A through D in GC 1104.2 above. Bonds and insurance are compensated at direct cost without markup.
- (3) A supervising Subcontractor (if any) shall be entitled to a three percent (3%) markup on the actual price charged to the Subcontractor by a Subcontractor of lower tier.
- (4) All of the Contractor's and Subcontractor's field and office overhead and supervision costs are included in the Fee and markups listed above.
- (5) Neither the Contractor nor Subcontractor of any tier, nor the City in the case of a credit, will apply or attempt to apply these percentage adjustments in a way which would pyramid either the cost or credit because of the involvement of a Subcontractor or sub-subcontractor. Written justification and approval shall be required for any percentages exceeding a total of fifteen percent (15%).

F. Bonds, Insurance, Permits and Taxes. The actual increases or decreases in the cost of premiums for bonds and insurance, permit fees, and sales, use or similar taxes related to the Work. The Contractor shall not be entitled to a Fee for any such costs.

- 3. Totals as Equitable Adjustment. The Contractor agrees that the total of the above items constitute an equitable adjustment for any and all costs or damages resulting from a change.
- 4. No Equitable Adjustment for Obstruction by Contractor. No equitable adjustment shall be made as a result of costs resulting from any act, hindrance, obstacle, obstruction, interference or omission of the Contractor, its Subcontractors, Suppliers, or surety, or any other entity or individual acting on behalf of the Contractor.
- 5. Calculation of Certain Equitable Adjustments.
  - A. In case of delay in completion of the entire Contract due to drawings, designs or specifications which are defective and for which the City is responsible, the equitable adjustment for delays or costs incurred prior to notification to the City of such defect shall only include the extra cost and time reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect.

- B. An equitable adjustment shall not include increased costs for delay resulting from the Contractor's failure to continue performance during determination of any Contractor Change Request or claim.
- 6. Price Reductions for Defective Cost or Pricing Data. If it is later determined that pricing adjustments to the Contract were not correct due to incomplete or inaccurate pricing data by the Contractor or any Subcontractor or Supplier or that lower prices were reasonably available, the price shall be reduced accordingly and the Contract Amount modified by an appropriate Change Order.
- 7. Variation in Quantity of Unit Priced Items. Where the quantity of a unit-priced item in the Contract is an estimated quantity and the actual quantity of the unit-priced item varies more than twenty-five percent (25%) above or below the estimated quantity, and where this difference changes the total original Contract value by more than five percent (5%), an equitable adjustment in the Contract Amount may be made by Change Order. The equitable adjustment shall be based upon any increase or decrease in cost due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completing the Work, the Contractor may request, in writing, an extension of time in accordance with GC 1105.
- 8. Disposition of Excess or Obsolete Property. When the cost of materials, supplies, equipment or other personal property made obsolete or excess as a result of a delay is included in the equitable adjustment, the Project Manager shall have the right to prescribe the manner of disposition of such property.

## **SC-15 SURETY BONDS**

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

- 1. Payment and performance bonds must be issued by a corporate surety authorized to do business in the State of Colorado and approved by the Mayor, the DOTI Executive Director and the City Attorney.
- 2. Before the Contract is executed, the Contractor shall have furnished such surety bonds and appropriate Powers of Attorney as a guarantee of the faithful performance of the Contract and the payment of bills for labor and materials.
- 3. The DOTI Executive Director may direct, at his sole discretion, that the required payment and performance bonds be combined in a format approved by the City Attorney.

4. The Contractor shall provide a Consent of Surety for any duly executed Change Order that increases the Contract Amount, thereby increasing the penal sum of the bonds.
5. The form of the Performance and Payment Bond to be used by the Contractor is included in the Contract Documents.

## **SC-16 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 Building Inspection Division will perform building code compliance inspections for structures designed for human occupancy. It is the General Contractor's responsibility to schedule and obtain these inspections. If a code compliance inspection results in identification of a condition which will be at variance to the Contract Documents, the General Contractor shall immediately notify the Project Manager and confirm such notification with formal correspondence no later than two (2) working days after the occurrence.
3. When any unit of government or political subdivision, utility or railroad corporation is to pay a portion of the cost of the Work, its respective representatives shall have the right to inspect the Work. This inspection shall not make any unit of government or political subdivision, utility or railroad corporation a party to the Contract, and shall not interfere with the rights of either party.

## **SC-17 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-18 TERMINATION OF CONTRACT FOR CONVENIENCE OF THE CITY**

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

1. The performance of Work under the Contract may be terminated without cause by the City in whole or in part whenever the Manager, in his sole discretion, shall determine that such termination is in the best interest and convenience of the City or whenever the City is prohibited from completing the Work for any reason. Such termination shall be effected by giving not less than three (3) Days' written notice to the Contractor specifying the extent to which performance of the Work is terminated and the date upon which such termination becomes effective.
2. Upon receipt of such notice of termination, the Contractor shall:
  - A. Stop work as specified in the notice;
  - B. Terminate all orders and subcontracts except as necessary to complete Work which is not terminated;
  - C. If directed in writing by the Manager to do so, assign all right, title, and interest in subcontracts and materials in progress, in which case the City will have the right, in its discretion, to settle or pay any or all Claims arising out of the termination of such subcontracts;
  - D. Settle outstanding liabilities and claims with the approval of the Manager;
  - E. Complete performance of such part of the Work as has not been terminated; and
  - F. Take such other actions as may be necessary, or as may be directed by the City, for the protection and preservation of the property related to the Contract.

3. Except as provided herein, any inventory resulting from the termination of the Contract may, with written approval of the Manager, be sold or acquired by the Contractor under the conditions prescribed by and at prices approved by the City.
4. Upon receipt of notice of such termination, the Contractor shall submit to the Project Manager a request for final payment, in a form and with certification prescribed by the City. Such request shall be submitted promptly but in no event later than sixty (60) Days from the effective date of termination, unless extended in writing by the Project Manager upon the written request of the Contractor within such sixty (60) Day period.
5. The final payment to the Contractor after a termination for convenience shall be calculated by adding the following amounts:
  - (1) Any actual costs incurred by the Contractor since the last approved pay request that are reimbursable as a Cost of the Work plus the proportionate Fee on such costs;
  - (2) The actual costs incurred by the Contractor for terminating the Work and for protecting the Work in the manner, if any, directed by the City, plus the proportionate Fee on such costs; and
  - (3) The amount of retainage withheld by the City to date.
6. The acceptance of final payment as calculated above shall constitute a waiver of all Claims by the Contractor except those previously made in accordance with G.C. 1301 which have been separately identified by the Contractor as unsettled in the final Project Application for Payment.
7. The Manager may, from time to time, under such terms and conditions as the Manager may prescribe, authorize partial payments and payments against costs incurred by the Contractor for the terminated portion of the Contract, if it is estimated that the total of such payments will not exceed the amount to which the Contractor will be entitled. If the total of such payments is in excess of the amount to which the Contractor is entitled, the excess shall be payable by the Contractor to the City upon demand, together with interest computed pursuant to statute, for the period from the date the excess payment is received by the Contractor to the date the excess is repaid to the City.
8. The settlement for the Work performed shall not relieve the Contractor or its surety from responsibility for defective Work and/or materials on the completed portion of the Work nor for labor and materials or any other items as guaranteed by the surety bond or bonds.

9. The City shall be given full access to all books, correspondence, records, electronic files and data bases, and other materials of the Contractor relating to the Contract in order to determine the amounts to be paid on account of the termination of the Contract under this 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-19 SUBCONTRACTS**

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

## **SC-20 DISPUTES**

General Condition 1301 is deleted in its entirety and replaced by:

### **1301 DISPUTES**

- .1 It is the express intention of the parties that all disputes of any nature whatsoever regarding this Construction Contract including, but not limited to, any claims for compensation or damages arising out of breach or default under this Construction Contract, shall be resolved by administrative hearing pursuant to the provisions of Section 56-106, DRMC for Public Works Department Contracts, pursuant to the provisions of DRMC §5-17 for Department of Aviation contracts, or an alternative process that is established for a specific issue by the DRMC or associated rules and regulations.
- .2 When the DRMC, or rules and regulations promulgated pursuant to the DRMC, provide an alternative review or resolution process for specific disputes that may arise out of this Construction Contract the more specific process set forth in the DRMC and associated rules and regulations controls.
- .3 The Contractor expressly agrees that these dispute resolution processes are the sole and only dispute resolution mechanisms 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.

## **SC-21 DISPOSAL OF NON-HAZARDOUS WASTE AT DADS**

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

## **SC-22 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-23 WAIVER OF: PART 8 OF ARTICLE 20 OF TITLE 13, COLORADO REVISED STATUTES.**

With respect solely to the City, the Contractor specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes (also designated C.R.S. 13-2-802 et seq.) relating to design defects in the Project under this Agreement.

## **SC-24 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-25 ATTORNEY'S FEES**

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

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

## **SC-26 RATE AND FREQUENCY OF WAGES PAID**

General Contract Condition 1003 RATE AND FREQUENCY OF WAGES PAID, is hereby deleted in its entirety.

## SC-27 PAYMENTS TO CONTRACTORS

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 for participation towards any assigned SMWDBE 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:

<u>Agency/Firm</u>	<u>Name</u>	<u>Telephone</u>
Department of Transportation and Infrastructure	Ethan Frey	720-865-8705

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

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

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 (form included below). Contractor shall also return an executed Certificate of Contract Release (below), upon request from the City.

**EXHIBIT C**

**MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PROGRAM COMPLIANCE PLAN  
(INCORPORATED BY REFERENCE)**

**EXHIBIT D**

**EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS**

**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.

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

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

## **RULE III - HEARING**

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

## **REGULATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**REGULATION NO. 10 - CLAUSES:**

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

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

All amendments to the appendices shall be included by reference.

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

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

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

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

**[END OF PAGE]**

**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.

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.

**[END OF PAGE]**

**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

**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
<b>21.7% - 23.5%</b>	<b>6.9%</b>

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

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

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

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

**2. SPECIFIC AFFIRMATIVE ACTION STEPS:**

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

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

- a. The Contractor should have notified minority and female organizations when employment opportunities were available and should have maintained records of the organization's response.
- b. The Contractor should have maintained a file of the names and addresses of each minority and female referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the Contractor, the reasons. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred, not employed by the Contractor, the file should have documented this and their reasons.
- c. The Contractor should have promptly notified 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.

- 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.

**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]**

**EXHIBIT E**

**PREVAILING WAGE RATES**

# City and County of Denver



**TIMOTHY M. O'BRIEN, CPA**  
AUDITOR

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

**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Luis Osorio Jimenez, Prevailing Wage Administrator  
**DATE:** March 28, 2025  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, **Monday, March 31, 2025**, and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** (does not include residential construction consisting of single-family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, § 20-76(c).

### General Wage Decision No. CO 20250002

Superseded General Decision No. CO 20240002

Modification No. 2

Publication Date: 03/28/2025

(6 pages)

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

Attachments as listed above.

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

**General Decision Number:** CO20250002 03/28/2025

**Superseded General Decision Number:** CO20240002

**State:** Colorado

**Construction Type:** Heavy

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

## HEAVY CONSTRUCTION PROJECTS

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

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

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

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

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

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

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

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

MODIFICATION NUMBER	PUBLICATION DATE
0	01/03/2025
1	03/14/2025
2	03/28/2025

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

<b>BRC0007-004 01/01/2024</b>	<b>RATES</b>	<b>FRINGES</b>
<b>BRICKLAYER (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, AND WELD COUNTIES)</b>	\$42.37	\$12.86
<b>BRC0007-006 05/01/2024</b>	<b>RATES</b>	<b>FRINGES</b>
<b>BRICKLAYER (INCLUDES EL PASO AND PUEBLO COUNTIES)</b>	\$32.93	\$14.29
<b>ELEC012-011 09/01/2024</b>	<b>RATES</b>	<b>FRINGES</b>
<b>ELECTRICIAN (INCLUDES PUEBLO COUNTY)</b>	\$33.55	\$15.71
<b>ELEC0068-001 06/01/2024</b>	<b>RATES</b>	<b>FRINGES</b>
<b>ELECTRICIAN (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER, AND WELD COUNTIES)</b>	\$44.95	\$19.08
<b>ELEC0111-001 03/01/2025</b>	<b>RATES</b>	<b>FRINGES</b>
<b>LINE CONSTRUCTION</b>		
<b>LINE CONSTRUCTION/GROUNDMAN</b>	\$26.09	16.75%+7.80
<b>LINE EQUIPMENT OPERATOR / LINE TRUCK CREW</b>	\$42.16	16.75%+7.80
<b>LINEMAN GAS FITTER/WELDER</b>	\$58.53	16.75%+7.80
<b>ELEC0111-007 01/01/2025</b>	<b>RATES</b>	<b>FRINGES</b>
<b>ELECTRICIAN (INCLUDES MESA COUNTY)</b>	\$31.75	\$13.25
<b>ELEC0113-002 06/01/2024</b>	<b>RATES</b>	<b>FRINGES</b>
<b>ELECTRICIAN (INCLUDES EL PASO COUNTY)</b>	\$38.20	\$18.10

<b>ENGI0009-001 05/01/2024</b>	<b>RATES</b>	<b>FRINGES</b>
<b>POWER EQUIPMENT OPERATORS</b>		
BLADE: FINISH	\$34.58	\$15.20
BLADE: ROUGH	\$34.05	\$15.20
BULLDOZER	\$34.05	\$15.20
CRANES: 50 TONS AND UNDER	\$34.77	\$15.20
CRANES: 51 TO 90 TONS	\$35.07	\$15.20
CRANES: 91 TO 140 TONS	\$36.27	\$15.20
CRANES: 141 TONS AND OVER	\$38.63	\$15.20
FORKLIFT	\$34.58	\$15.20
MECHANIC	\$35.58	\$15.20
OILER	\$34.14	\$15.20
SCRAPER: SINGLE BOWL UNDER 40 CUBIC YARDS	\$35.20	\$15.20
SCRAPER: SINGLE BOWL, INCLUDING PUPS 40 CUBIC YARDS AND OVER AND TANDEM BOWLS	\$35.41	\$15.20
TRACKHOE	\$35.20	\$15.20
<b>IRON0024-003 11/01/2024</b>	<b>RATES</b>	<b>FRINGES</b>
IRONWORKER, STRUCTURAL	\$39.21	\$23.49
<b>IRON 00847 11/01/2024</b>	<b>RATES</b>	<b>FRINGES</b>
IRONWORKER, REINFORCING	\$55.25	\$3.65
<b>LABO0086-001 05/01/2009</b>	<b>RATES</b>	<b>FRINGES</b>
LABORERS: PIPELAYER	\$18.81	\$6.78
<b>PLUM0003-005 06/01/2024</b>	<b>RATES</b>	<b>FRINGES</b>
PLUMBER (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER AND WELD COUNTIES)	\$50.68	\$20.15
<b>PLUM0058-002 07/01/2024</b>	<b>RATES</b>	<b>FRINGES</b>
PLUMBERS AND PIPEFITTERS (INCLUDES EL PASO COUNTY)	\$45.90	\$17.17
<b>PLUM0058-008 07/01/2024</b>	<b>RATES</b>	<b>FRINGES</b>
PLUMBERS AND PIPEFITTERS (INCLUDES PUEBLO COUNTY)	\$45.90	\$17.17
<b>PLUM0145-002 07/01/2024</b>	<b>RATES</b>	<b>FRINGES</b>
PLUMBERS AND PIPEFITTERS (INCLUDES MESA COUNTY)	\$38.67	\$15.08

<b>PLUM0208-004 06/01/2024</b>	<b>RATES</b>	<b>FRINGES</b>
<b>PIPEFITTERS (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER AND WELD COUNTIES)</b>	\$46.01	\$22.43
<b>SHEE0009-002 07/01/2024</b>	<b>RATES</b>	<b>FRINGES</b>
<b>SHEET METAL WORKER</b>	\$39.47	\$21.83
<b>TEAM0455-002 05/01/2024</b>	<b>RATES</b>	<b>FRINGES</b>
<b>TRUCK DRIVERS: PICKUP</b>	\$26.21	\$4.82
<b>TRUCK DRIVERS: TANDEM/SEMI AND WATER</b>	\$26.84	\$4.82
<b>SUCO2001-006 12/20/2001</b>	<b>RATES</b>	<b>FRINGES</b>
<b>BOILERMAKER</b>	\$18.81	\$**
<b>TRUCK DRIVERS: TANDEM/SEMI AND WATER</b>	\$26.84	\$4.82
<b>CARPENTERS: FORM BUILDING AND SETTING</b>	\$19.64	\$2.74
<b>CARPENTERS: ALL OTHER WORK</b>	\$18.81	\$3.37
<b>CEMENT MASON/CONCRETE FINISHER</b>	\$18.83	\$2.85
<b>IRONWORKER, REINFORCING</b>	\$18.81	\$3.90
<b>LABORERS: COMMON</b>	\$18.81	\$2.92
<b>LABORERS: FLAGGER</b>	\$18.81	\$3.80
<b>LABORERS: LANDSCAPE</b>	\$18.81	\$3.21
<b>PAINTERS: BRUSH, ROLLER &amp; SPRAY</b>	\$18.81	\$3.26
<b>POWER EQUIPMENT OPERATORS: BACKHOE</b>	\$18.81	\$2.48
<b>POWER EQUIPMENT OPERATORS: FRONT END LOADER</b>	\$18.81	\$3.23
<b>POWER EQUIPMENT OPERATORS: SKID LOADER</b>	\$18.81	\$4.41

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

Office of the Prevailing Wage Administrator for Supplemental Rates  
 Specific to Denver projects: Revision Date 01-06-2025

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
Laborer	Group 1	\$18.81	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Common)		\$18.81	\$2.92
Laborer (Flagger)		\$18.81	\$3.80
Laborer (Landscape)		\$18.81	\$3.21
Laborer (Janitor)	Janitor/Yardmen	\$18.81	\$8.22
Laborer (Asbestos)	Removal of Asbestos	\$21.03	\$8.55
Laborer (Tunnel)	Group 1	\$18.81	\$8.30
	Group 2	\$18.81	\$8.31
	Group 3	\$19.73	\$8.42
	Group 4	\$21.59	\$8.61
	Group 5	\$19.68	\$8.42
Millwright		\$28.00	\$10.00
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Power Equipment Operator (Tunnels above and below ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Truck Driver	Group 1	\$18.81	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31

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

# City and County of Denver



**TIMOTHY M. O'BRIEN, CPA**  
AUDITOR

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

## 2025 Highway General Wage Decision

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

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

### General Wage Decision No. CO 20250009

Superseded General Decision No. CO 20230009

Modification No. 0

Publication Date: 01/2/2025

(7 pages)

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

Attachments as listed above.

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

**General Decision Number:** CO20250009 01/02/2025

**Superseded General Decision Number:** CO20240009

**State:** Colorado

**Construction Type:** Highway

**Counties:** Denver and Douglas Counties in Colorado.

## HIGHWAY CONSTRUCTION PROJECTS

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

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

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

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

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

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

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

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

Modification number	Publication date
0	01/03/2025

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

**ELEC0068-016 03/01/2011**

	<b>RATES</b>	<b>FRINGES</b>
<b>TRAFFIC SIGNAL INTALLATION</b>		
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.

<b>ENGI0009-008 05/01/2024</b>	<b>RATES</b>	<b>FRINGES</b>
<b>POWER EQUIPMENT OPERATOR</b>		
(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

<b>SUC02011-004 09/15/2011</b>	<b>RATES</b>	<b>FRINGES</b>
CARPENTER (excludes form work)	\$19.27	\$5.08

<b>CEMENT MASON/CONCRETE FINISHER</b>	<b>RATES</b>	<b>FRINGES</b>
DENVER COUNTY	\$20.18	\$5.75
DOUGLAS COUNTY	\$18.75	\$3.00

<b>ELECTRICIAN</b> (Excludes Traffic Signal Installation)	<b>RATES</b>	<b>FRINGES</b>
	\$35.13	\$6.83
<b>FENCE ECTOR</b> (Excludes Link/cyclone Fence Erection)	<b>RATES</b>	<b>FRINGES</b>
	\$18.94	\$3.20
<b>GUARDRAIL INSTALLER</b> <b>GUARDRAIL INSTALLER</b>	<b>RATES</b>	<b>FRINGES</b>
	\$18.81	\$3.20
<b>HIGHWAY/PARKING LOT STRIPING</b>	<b>RATES</b>	<b>FRINGES</b>
Painter Denver	\$18.81	\$3.21
Painter Douglas	\$13.89	\$3.21
<b>IRONWORKER, REINFORCING</b> (Excludes Guardrail Installation)	<b>RATES</b>	<b>FRINGES</b>
	\$55.25	\$3.65
<b>IRONWORKER, STRUCTURAL/ORNAMENTAL</b> (Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation)	<b>RATES</b>	<b>FRINGES</b>
	\$37.23	\$12.79
<b>LABORER</b>	<b>RATES</b>	<b>FRINGES</b>
ASPHALT RAKER	\$18.81	\$4.25
ASPHALT SHOVELER	\$21.21	\$4.25
ASPHALT SPREADER	\$19.10	\$4.65
COMMON OR GENERAL (Denver County)	\$19.30	\$6.77
COMMON OR GENERAL (Douglas County)	\$16.29	\$4.25
CONCRETE SAW (Handheld)	\$18.81	\$6.14
LANDSCAPE AND IRRIGATION	\$18.81	\$3.16
MASON TENDER – CEMENT/CONCRETE (Denver County)	\$18.81	\$4.04
MASON TENDER – CEMENT/CONCRETE (Douglas County)	\$16.29	\$4.25
PIPELAYER (Denver County)	\$18.81	\$2.41
PIPELAYER (Douglas County)	\$16.30	\$2.18
TRAFFIC CONTROL (Flagger)	\$18.81	\$3.05
TRAFFIC CONTROL (Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags) (Excludes Flaggers)	\$21.69	\$3.22
<b>PAINTER</b> (Spray Only)	<b>RATES</b>	<b>FRINGES</b>
	\$18.81	\$2.87

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

<b>TRAFFIC SIGNALIZATION</b>	<b>RATES</b>	<b>FRINGES</b>
GROUNDSMAN (Denver County)	\$18.81	\$3.41
GRONDSMAN (Douglas County)	\$18.67	\$7.17

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

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

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

Office of the Prevailing Wage Administrator for Supplemental Rates  
 Specific to Denver projects: Revision Date 01-06-2025

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

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

**EXHIBIT F**

**PERFORMANCE AND PAYMENT BOND**

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

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned **FRANSEN-PITTMAN CONSTRUCTION CO., INC. dba FRANSEN PITTMAN GENERAL CONTRACTORS, 9563 S. Kingston Ct. Ste. 200 Englewood, CO 80112**, a corporation organized and existing under and by virtue of the laws of the State of CO, hereafter referred to as the "Contractor", and Travelers Casualty and Surety Company of America, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", in the penal sum of **Twenty-Three Million Nine Hundred Twenty Thousand Nine Hundred Sixty-Four Dollars and No Cents (\$23,920,964.00)**, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

**THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:**

WHEREAS, the above bounden Contractor has entered into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete the construction of **Contract No. 202582099 – Skyline Park Improvements**, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

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

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

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

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

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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 14th day of November, 2025.

Attest:

  
Secretary



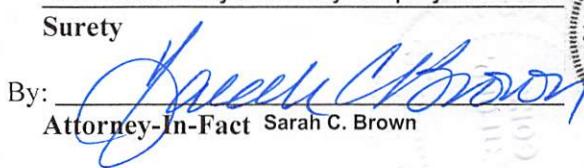
Fransen-Pittman Construction Co., Inc.

Contractor

By:   
President

Travelers Casualty and Surety Company of America

Surety

By:   
Attorney-In-Fact Sarah C. Brown



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



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

**POWER OF ATTORNEY**

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

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



State of Connecticut

By:

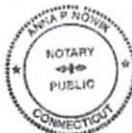
Bryce Grissom, Senior Vice President

City of Hartford ss.

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

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

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



Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this

day of



Kevin E. Hughes, Assistant Secretary

*To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.*

*Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.*

**EXHIBIT G**

**DESIGN DOCUMENTS**  
**(INCORPORATED BY REFERENCE)**

**EXHIBIT H**

**EQUIPMENT RENTAL RATES**

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

Last Updated: February 27, 2025

Monthly Rates Unless Indicated Otherwise

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

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

Last Updated: February 27, 2025  
 Monthly Rates Unless Indicated Otherwise

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

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

Last Updated: February 27, 2025  
 Monthly Rates Unless Indicated Otherwise

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

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

Last Updated: February 27, 2025

Monthly Rates Unless Indicated Otherwise

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

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

Last Updated: February 27, 2025

Monthly Rates Unless Indicated Otherwise

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

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

Last Updated: February 27, 2025

Monthly Rates Unless Indicated Otherwise

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

*These rates subject to adjustment at the beginning of every calendar quarter.*

**EXHIBIT I**

**BILLING RATES FOR STAFF AND SALARIED SCHEDULE**

## Fransen Pittman Labor Rates - Skyline Park

Position	Rate
Project Executive	\$157.35
General Superintendent	\$165.58
Project Manager	\$141.28
Project Superintendent	\$141.28
MEP Coordinator	\$124.96
Quality Control Manager	\$100.55
Project Engineer	\$112.26
Project Administrator	\$64.08
Field Engineer	\$112.26
Assistant Project Manager	\$119.10
Assistant Project Superintendent	\$125.61
Foreman	\$122.36
Lead Man	\$113.47
Carpenter	\$103.00
Carpenter Apprentice	\$98.17
Laborer	\$88.72
Field Supervisor	\$163.85
Safety Officer	\$124.96
Surveyor	\$178.08
Civil Systems Director	\$178.08
Civil Systems Coordinator	\$124.96
Estimator	\$130.00

Overtime for hourly positions will be billed at 1.5 times the above burdened rates

## Fransen Pittman Insurance Rates Per Thousand

General Liability CGL	\$	7.95
Umbrella	\$	4.95
Professional Liability	\$	1.15
Builder's Risk	\$	2.62

**EXHIBIT J**

**CONTRACTOR'S GMP PROPOSAL**



**Skyline Park - Block 2**  
100% CD GMP Proposal

DIV NO	DIVISION RECAP	DIVISION TOTAL
00	General Conditions	1,195,077
01 02 31 32 33 34	General Requirements, Existing Conditions, Site Work	8,527,685
03	Concrete	2,033,932
04	Masonry	NIC
05	Metals	954,993
06	Carpentry	151,315
07	Moisture Protection	311,968
08	Doors, Windows & Glass	212,063
09	Finishes	529,734
10	Specialties	102,270
11	Equipment	46,474
12	Furnishings	NIC
13	Special Construction	2,945,475
14	Conveying Systems	NIC
21 22 23	Mechanical	2,199,725
26 27 28	Electrical & Low Voltage	2,580,567
<b>SUBTOTAL DIRECT COST</b>		<b>21,791,278</b>
State & Local Tax (On Consumables)		9.150%
		114,225
Permit & Plan Review Fee		Excl
		by Owner
Construction Contingency		3.00%
		717,629
Bidding and Buyout Contingency		0.02%
		5,270
Liability Insurance		1.405%
		336,090
Builder's Risk Insurance Allowance		0.26%
		62,721
Preconstruction Fee		Clar
		In Separate Agreement
Import Duty Contingency		100,000
Performance and Payment Bond		142,207
<b>TOTAL DIRECT COSTS</b>		<b>23,269,421</b>
Project Fee		2.80%
		651,544
<b>TOTAL COSTS</b>		<b>\$23,920,964</b>

Division 00 General Conditions				
Item Code	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL
	<b>01 10 00 ADMINISTRATIVE REQUIREMENTS</b>			
01 11 01	Superintendent	68.0	Wks	<b>418,282</b>
01 11 06	Project Engineer	68.0	Wks	<b>305,347</b>
01 11 07	Project Coordinator	13.0	Wks	<b>33,322</b>
01 11 08	Site Survey	1.0		<b>15,000</b>
01 11 00	Project Manager	68.0	Wks	<b>215,941</b>
	<b>01 12 00 FIELD OFFICE EXPENSES</b>			
01 12 01	Courier	68	Wks	<b>3,400</b>
01 12 02	Reproductions/Reprographics	68	Wks	<b>3,400</b>
01 12 03	Progress photographs by Project team phone only		Clar	<b>Clarification</b>
01 12 04	Field Office Equipment	68	Wks	<b>5,100</b>
01 12 05	Field Office Supplies	68	Wks	<b>5,100</b>
01 12 06	Textura	1		<b>6,600</b>
	<b>01 21 00, 01 22 00 TEMPORARY FACILITIES</b>			
01 21 01	Jobsite telephone/Sup. Cell phone/Radios	16	Mo	<b>4,800</b>
01 21 02	Electrical, Gas, Water Consumption/Setup/Installation & Costs Allowance	1	Allow	<b>20,000</b>
01 21 04	Portable chemical toilets	16	Mo	<b>6,880</b>
01 21 06	Jobsite IT	16	Mo	<b>3,200</b>
01 22 01	Office trailer	16	Mo	<b>41,600</b>
01 22 02	Job sign	1		<b>506</b>
01 22 03	Traffic control/Barricades Allowance	1	Allow	<b>20,000</b>
01 22 04	Temporary job fence Allowance	16	Mo Allow	<b>16,000</b>
01 22 05	Temporary storage is in the Cost of the Work per the GCs matrix	16	Mo	<b>7,200</b>
01 22 06	Weather protection (including temp heat and snow removal) will be in an agreed upon weather protection allowance. Placeholder for now)	1	Allow	<b>15,000</b>
01 22 07	Safety supplies/First Aid	16	Mo	<b>1,200</b>
01 22 08	Water, ice and cups	16	Mo	<b>1,200</b>
01 22 10	Watchman and Security Guard Service Not Included	1	Clar	<b>Clarification</b>
	<b>01 23 00 EQUIPMENT</b>			
01 23 01	Small tools are in the Cost of the Work as required by the work	1	Clar	<b>Clarification</b>
01 23 02	Equipment rental is in the Cost of the Work as required by the work	1	Clar	<b>Clarification</b>
	<b>01 25 00 TRASH</b>			
01 25 01	Dumpsters are in the Cost of the work as required by the work	25	Ea	<b>10,000</b>
	<b>01 31 00 EXECUTION REQUIREMENTS</b>			
01 31 01	General Job site Cleaning - By Carpenters and subs in the Cost of Work	1	Clar	<b>Clarification</b>
01 31 02	Final cleaning	1		<b>10,000</b>
01 31 04	Temp Walkway Allowance	1	Allow	<b>10,000</b>
01 31 05	Employee Parking Allowance	1	Allow	<b>16,000</b>

DIVISION 1 TOTALS **1,195,077**

Division 2 Site Work				
LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL
<b>02 32 00 Geotechnical Investigation</b>				
1	By Owner		Clar.	Clar.
02 32 00	Geotechnical Investigation			0
<b>02 25 10 Site Basic Means &amp; Materials</b>				
1	Exterior Laydown / Stage Area / Site Protection	15,024	SF	105,168
2	Parking Lot Rental/Fees (in GCs) as selected in the Cost Model		Clar.	Clar
3	Fencing (in GCs) as selected in the Cost Model		Clar.	Clar
4	Temp Storage	16	Mo	24,000
5	Dumpsters	68	ea	122,400
6	Concrete Wash Out	68	ea	23,800
7	Drone Service, 360 Service, Surveillance	1		7,250
8	Protection of Migratory Birds		Clar.	Not Included
02 25 10	Site Basic Means & Materials			282,618
<b>02 41 20 Recycling &amp; Waste Removal (LEED)</b>				
1	Recycling & Waste Removal (LEED)		Excl	Excl
02 41 20	Recycling & Waste Removal (LEED)			0
<b>02 58 00 Hazardous Materials</b>				
1	Environmental Hazardous Materials Allowance	1	Allow	250,000
2	This allowance is in place to manage an onsite observation team and will be utilized to manage the following items, including but not limited to, any hazardous testing, mitigation, and/or remediation.		Clar	Clar
02 58 00	Hazardous Materials			250,000
<b>31 00 00 Earthwork</b>				
1	Earthwork & Utilities Pkg	1		2,034,989
2	SELECTIVE SITE DEMO		inc	inc
3	Underground Detention System Removal	1	Allow	120,000
4	Utility Conflict Matrix "Protect In Place"	1	Allow	105,000
5	Exploratory Demo Per Historic Preservation Arch (see trend log) for added Allowance		Clar	Excl
31 00 00	Earthwork			2,259,989
<b>31 10 00 Survey - Site</b>				
1	Survey (in GCs) as selected in the Cost Model		Clar	Clar.
31 10 00	Survey - Site			0
<b>31 23 19 Dewatering</b>				
1	Dewatering (construction or permanent) is included only as a part of this allowance; permanent filtration systems or temporary construction filtration systems for storm water removal or any other dewatering systems are only included as a part of this allowance. Ground water testing, filtration, pumping and ground water sediment control is only included as a part of this allowance. We have included the \$10,000 allowance for groundwater issues, but any dewatering costs beyond this allowance will be performed on a cost-plus fee (T&M) basis and billed to the Owner. Additionally, see below: • Time extensions & GC's may be required as a result of dewatering schedule delays • Permanent filtration systems if required for long term foundation dewatering is included in this allowance only • Water haul off if required due to water mineral content or contaminants is included in this allowance only • If dewatering is required, obtaining required permits to perform dewatering is extensive and can add to the duration of the project (permits are only included in the allowance)	1	Allow	10,000
2	As Selected during the Cost Model		Clar.	Clar
31 23 19	Dewatering			10,000
<b>31 25 00 Erosion/Sedimentation Control (SWMP)</b>				
1	Erosion/Sedimentation Control (SWMP)	1		45,042
31 25 00	Erosion/Sedimentation Control (SWMP)			45,042
<b>31 32 00 Soil Stabilization</b>				
1	Shotcrete/Shoring Pkg ALLOWANCE NOT INCLUDED SEE TREND LOG removed at 90% GMP		Clar	Not Included
31 32 00	Soil Stabilization			0
<b>31 90 00 Snow removal</b>				
1	Included in Weather Protection Allowance under GCs		Clar	Clar
31 90 00	Snow removal			0
<b>32 12 00 Asphalt Paving / Patching Pkg</b>				
1	Asphalt Paving / Patching Pkg	1	Allow	49,186
32 12 00	Asphalt Paving / Patching Pkg			49,186
<b>32 17 23 Pavement Markings</b>				
1	Pavement Markings	1		21,005
32 17 23	Pavement Markings			21,005
<b>32 16 00 Site Conc. Finishing</b>				
1	Site Concrete Pkg	1		1,848,612
32 16 00	Site Conc. Finishing			1,848,612

Division 2 Site Work				
LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL
<b>32 32 00 Retaining Walls</b>				
1	Retaining Walls (no Delegated Design or Engineered Retaining Walls Anticipated)		Clar	Excl
32 32 00	Retaining Walls			0
<b>32 80 00 Irrigation &amp; Landscaping Pkg</b>				
1	Irrigation & Landscaping Pkg	1		816,581
32 80 00	Irrigation & Landscaping Pkg			816,581
<b>12 93 00 Site Furnishings</b>				
2	Loose Furniture (OFOI)		Clar	Excl
12 93 00	Site Furnishings			0
<b>33 10 00 Utilities</b>				
1	Utilities Pkg. Included in Earthwork Pkg		Clar	INC Above
2	Temp Water Meter	1		6,500
33 10 00	Utilities			6,500
<b>33 51 00 Natural Gas Distribution Utilities</b>				
1	Natural Gas Distribution Utilities (by Owner)		Excl	Excl
2	Relocation or Removal of Existing Fiber, Gas, Street Light, Service		Excl	Excl
33 51 00	Natural Gas Distribution Utilities			0
<b>33 90 00 Sewer Line Intersection/Camera</b>				
1	Inspect New & Existing Sewer Lines	1	Allow	5,000
33 90 00	Sewer Line Intersection/Camera			5,000
<b>34 41 13 Traffic Control/ ROW Permits/Closures</b>				
1	Traffic Control / ROW Permits	1	Allow	87,618
2	As Selected During the Cost Model (amount to be treated as an Allow)		Clar	Clar
34 41 13	Traffic Control/ ROW Permits/Closures			87,618
<b>02 99 01 General Requirements</b>				
1	Foreman	68	Wks	321,600
2	Carpenter	68	Wks	270,704
3	Carpenter Apprentice	160	Wks	607,129
4	Civil Design Coordination	280	hrs	59,052
5	Equipment	1		394,836
6	Small Tools	1		148,712
7	Field Engineer	68	Wks	295,773
8	Safety Officer	8	Wks	39,987
9	Field Ops Director	16	Wks	105,971
10	Allowance for Workforce Requirement Determination Adjustments	1	Allow	150,000
02 99 01	General Requirements			2,393,763
<b>02 99 02 D&amp;F Patio Connection Detail</b>				
1	D&F Patio Connection Detail	1	Allow	93,750
2	(Placeholder area of scope undefined) (based on 250 a LF)		clar	clar
02 99 02	D&F Patio Connection Detail			93,750
<b>02 99 03 Halprin Restoration Scope</b>				
1	Halprin Restoration Scope Pkg	1	Allow	80,000
02 99 03	Halprin Restoration Scope			80,000
<b>02 99 04 Fire Pit Pkg</b>				
1	Fire Pit Pkg	1		37,677
02 99 04	Fire Pit Pkg			37,677
<b>02 99 05 Firewatch/Security</b>				
1	Firewatch/Security	1	Allow	107,000
02 99 05	Firewatch/Security			107,000
<b>02 99 06 Potholing Allowance</b>				
1	Potholing Allowance	1	Allow	28,000
2	As Selected During the Cost Model (amount to be treated as an allowance)		Clar	Clar
02 99 06	Potholing Allowance			28,000
<b>02 99 07 Tree Removal Protection</b>				
1	Tree Removal & Protection	1	Allow	39,400
02 99 07	Tree Removal Protection			39,400
<b>02 99 08 Additional Site Structural Support for Fire Truck</b>				
1	Additional Site Structural Support for Fire Truck		Clar	Excl
2	Not Anticipated		Clar	Excl
02 99 08	Additional Site Structural Support for Fire Truck			0
<b>02 99 09 Slab Freeze-Thaw Mitigation</b>				
1	Slab Freeze-Thaw Mitigation		Clar	Excl
2	Not Anticipated		Clar	Excl
02 99 09	Slab Freeze-Thaw Mitigation			0

Division 2 Site Work				
LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL
<b>02 99 10 Fire Service Line</b>				
1	Fire Service Line		Clar	Excl
2	None Anticipated		Clar	Excl
02 99 10	Fire Service Line			0
<b>02 99 11 Coating for Hardscape</b>				
1	Applied Coating for Hardscape		Clar	Excl
2	Not Anticipated		Clar	Excl
02 99 11	Coating for Hardscape			0
<b>02 99 12 Demo Salvaging of Existing Components in Existing Vault</b>				
1	Demo Salvaging of Existing Components in Existing Vault	1	Allow	25,000
02 99 12	Demo Salvaging of Existing Components in Existing Vault			25,000
<b>02 99 13 Planter Box Tree Shoring</b>				
1	Planter Box Tree Shoring	5,118	SF Allow	40,944
02 99 13	Planter Box Tree Shoring			40,944
				<b>DIVISION 2 TOTALS 8,527,685</b>

Division 3 Concrete				
LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL
<b>03 00 00 Concrete Building Pkg</b>				
1	Concrete Building Pkg	1		<b>548,645</b>
03 00 00	Concrete Building Pkg			<b>548,645</b>
<b>03 99 01 Foundation Scope Associated w/Ice Rink/Water Feature / Zamboni Tent</b>				
1	Foundation Scope associated w/Ice Rink/Water Feature / Zamboni Tent		Excl	Excl
2	Not Anticipated (not Selected During the Cost Model)		Clar	Clar
03 99 01	Foundation Scope Associated w/Ice Rink/Water Feature / Zamboni Tent			<b>0</b>
<b>03 99 02 GFRC Pkg</b>				
1	GFRC Pkg	1		<b>1,485,287</b>
03 99 02	GFRC Pkg			<b>1,485,287</b>
				<b>DIVISION 3 TOTALS 2,033,932</b>

Division 4 Masonry				
LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL
<b>04 20 00 Masonry</b>				
1	None anticipated		Clar	Clar
04 20 00	Masonry			0
<b>DIVISION 4 TOTALS</b>				<b>0</b>

Division 5 Steel			
LINE NO.	ITEM DESCRIPTION	QUAN	UNIT
			ITEM TOTAL
	<b>05 12 00 Structural Steel</b>		
1	Structural Steel Pkg	1	875,932
2	Drink Rails Not Included See Trend Log for Add Alt.	(1)	Clar (10,304)
05 12 00	Structural Steel		865,628
	<b>05 99 01 Steel Opening at Roof Screen</b>		
1	Steel Opening at Roof Screen	1	Allow 12,000
05 99 01	Steel Opening at Roof Screen		12,000
	<b>05 99 02 Steel Railing For Ice Rink</b>		
1	Steel Railing or Embeds For Ice Rink		Excl Excl
05 99 02	Steel Railing For Ice Rink		0
	<b>05 99 03 Site Bollards</b>		
1	Site Bollards NOT INCLUDED/Anticipated		Clar Not Incl
05 99 03	Site Bollards		0
	<b>05 99 05 OH and Folding Doors Steel</b>		
1	OH and Folding Doors Steel	1	Allow 11,000
05 99 05	OH and Folding Doors Steel		11,000
	<b>05 99 06 Structural Delegated Design Engineering</b>		
1	Steel Delegated Design Engineering	1	Allow 16,365
2	Cistern Design		Clar INC
3	Steel Support		Clar INC
4	CA Phase		Clar INC
05 99 06	Structural Delegated Design Engineering		16,365
	<b>05 99 07 GFRC Secondary Steel</b>		
1	GFRC Secondary Steel	1	Allow 50,000
2	HSS Secondary Steel shown on the Architectural but not the Structural. Not sure if needed		Clar INC
05 99 07	GFRC Secondary Steel		50,000
			<b>DIVISION 5 TOTALS 954,993</b>

Division 6 Woods & Plastics				
LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL
<b>06 10 00 Rough Carpentry</b>				
1	Rough Carpentry	1		<b>53,437</b>
06 10 00	Rough Carpentry			<b>53,437</b>
<b>06 40 00 Finish Carp/Arch Woodwork</b>				
1	Millwork Pkg	1		<b>97,878</b>
06 40 00	Finish Carp/Arch Woodwork			<b>97,878</b>
<b>06 40 00 Cabinetry</b>				
1	Cabinetry None Anticipated REMOVED AT 90% per TL Item B6:		Clar	<b>Not Incl</b>
06 40 00	Cabinetry			<b>0</b>
DIVISION 6 TOTALS				<b>151,315</b>

Division 7 Thermal & Moisture Protection				
LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL
	<b>07 06 00 Temporary Roof Weather Protection</b>			
1	Temporary Roof Weather Protection	1		7,000
07 06 00	Temporary Roof Weather Protection			7,000
	<b>07 10 00 Dampproofing, Rigid Insulation &amp; Waterproofing</b>			
1	Dampproofing , Rigid, and Waterproofing Pkg	1		20,400
2	Concessions, Stage, and Site		Clar	Clar
3	No details Provided for Building		Clar	Clar
4	Waterproofing at D+F Tower		Clar	Excl
07 10 00	Dampproofing, Rigid Insulation & Waterproofing			20,400
	<b>07 50 00 Roofing Pkg</b>			
1	Roofing Pkg	1		294,570
2	Custom Metal Panel Color		Clar	Excl
3	Furnish and Install Centria Panel in lieu of Morin Y-36 Perforated Panel	(1)		(28,002)
07 50 00	Roofing Pkg			266,568
	<b>07 81 00 Applied Fireproofing</b>			
1	Applied Fireproofing or Firestopping		Clar	Excl
2	Not Anticipated (not Selected During the Cost Model)		Clar	Excl
07 81 00	Applied Fireproofing			0
	<b>07 92 00 Joint Sealers</b>			
1	Building & Joint Sealants Pkg	1		8,000
07 92 00	Joint Sealers			8,000
	<b>07 95 00 Expansion Control</b>			
1	Expansion Joint Cover Assemblies (Not Anticipated)		Excl	Excl
07 95 00	Expansion Control			0
	<b>07 99 01 3rd Party Envelope Review</b>			
1	3rd Party Envelope Review	1	Allow	10,000
07 99 01	3rd Party Envelope Review			10,000
	<b>07 99 02 Exterior Mockup Placeholder</b>			
1	Exterior Mockup Placeholder (NOT ANTICIPATED REMOVED AT 90% gmp TL ITEM B3: Remove Exterior Mockup		Clar	Not Incl.
07 99 02	Exterior Mockup Placeholder			0
				<b>DIVISION 7 TOTALS 311,968</b>

Division 8 Doors & Windows			
LINE NO.	ITEM DESCRIPTION	QUAN	ITEM TOTAL
<b>08 10 00 Doors &amp; Frames &amp; Hardware</b>			
1	Doors, Frames, & Hardware Pkg	1	<b>59,389</b>
08 10 00      Doors & Frames & Hardware			<b>59,389</b>
<b>08 31 16 Access Panels and Frames</b>			
1	Access Doors and Frames	1	<b>3,000</b>
2	Vault Hatch Door	1	<b>6,854</b>
08 31 16      Access Panels and Frames			<b>9,854</b>
<b>08 33 13 Coiling OH &amp; Folding Doors</b>			
1	Coiling OH & Folding Doors	1	<b>142,820</b>
08 33 13      Coiling OH & Folding Doors			<b>142,820</b>
<b>08 41 13 Aluminum Entrances, Storefronts, and Windows</b>			
1	None Anticipated / Included	Clar	Excl
08 41 13      Aluminum Entrances, Storefronts, and Windows			<b>0</b>
			<b>DIVISION 8 TOTALS      212,063</b>

Division 9 Finishes				
LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL
<b>09 06 00 Temp. Prot. For New/Existing Finishes</b>				
1	Temp. Prot. For New/Existing Finishes	1		<b>9,625</b>
09 06 00	Temp. Prot. For New/Existing Finishes			<b>9,625</b>
<b>09 21 16 Gypsum Board Assemblies</b>				
1	Drywall/Framing/Ceiling Pkg	1		<b>370,573</b>
09 21 16	Gypsum Board Assemblies			<b>370,573</b>
<b>09 01 60 Flooring Prep</b>				
1	Flooring Prep	1	Allow.	<b>3,000</b>
2	Floor core testing for chemical content and moisture content		Clar	<b>INC</b>
09 01 60	Flooring Prep			<b>3,000</b>
<b>09 60 00 Flooring</b>				
1	Flooring Pkg	1		<b>79,409</b>
09 60 00	Flooring			<b>79,409</b>
<b>09 80 00 Acoustic Treatment</b>				
1	Acoustical Wall Treatments Pkg		Excl	<b>Excl</b>
2	Not Anticipated (not Selected During the Cost Model)		Clar	<b>Clar</b>
09 80 00	Acoustic Treatment			<b>0</b>
<b>09 91 00 Painting</b>				
1	Painting Pkg	1		<b>40,490</b>
09 91 00	Painting			<b>40,490</b>
<b>09 99 01 Flooring Stipulations</b>				
1	FP cannot warrant flooring products without verifying substrates are free of defects (e.g. moisture content, compatibility with adhesives) at time of installation.  Flooring installation is based on manufacturer-required substrate testing at installation. No warranty provided if failures result from unsuitable substrate conditions.  FP provides warranties per installer and product manufacturer only. Manufacturer's warranty prevails if terms conflict.  If flooring products require humidity control, FP assumes the specified flooring and HVAC designs are coordinated. Additional costs to replace flooring or modify HVAC for humidity control, if required, will be treated as a change in scope.		Clar	<b>Clar</b>
09 99 01	Flooring Stipulations			<b>0</b>
<b>09 99 03 Final Cleaning</b>				
1	Final Cleaning	1		<b>6,637</b>
09 99 03	Final Cleaning			<b>6,637</b>
<b>09 99 04 CFMF and Steel Beam Support S5.03</b>				
1	CFMF and Steel Beam Support S5.03	1	Allow	<b>20,000</b>
09 99 04	CFMF and Steel Beam Support S5.03			<b>20,000</b>
<b>DIVISION 9 TOTALS</b>				<b>529,734</b>

Division 10 Specialties				
LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL
<b>10 11 00 Visual Display Surfaces</b>				
1	Marker Boards/Tackboards Pkg		Excl	Excl
2	Not Anticipated (not Selected During the Cost Model)		Clar	Clar
10 11 00	Visual Display Surfaces			0
<b>10 14 00 Building Signage</b>				
1	Signage Rino Sign Works Pkg	1		137,127
2	Monument Sign - Not Included See Trend Log	(1)		(58,072)
10 14 00	Building Signage			79,055
<b>10 28 13 Toilet Accessories, Specialties Pkg</b>				
1	Toilet Accessories, Specialties Pkg	1		19,615
2	Delegated Design Associated with Grab Bars		Clar	Excl
3	Site Furnishings Bike Racks and Trash Bins (NOT INCLUDED) SEE TRACKING LOG FOR ADD ALT.		Clar	Excl
10 28 13	Toilet Accessories, Specialties Pkg			19,615
<b>10 41 16 Emergency Key Cabinets</b>				
1	Knox Boxes	2	EA	3,600
10 41 16	Emergency Key Cabinets			3,600
<b>10 43 16 First Aid Cabinets</b>				
1	By Owner		Excl	Excl
10 43 16	First Aid Cabinets			0
<b>10 51 00 Lockers &amp; Benches, Storage Assemblies</b>				
1	Lockers Pkg		Excl	Excl
2	Not Anticipated (not Selected During the Cost Model, nor shown on drawings)		Clar.	Clar
10 51 00	Lockers & Benches, Storage Assemblies			0
				<b>DIVISION 10 TOTALS 102,270</b>

Division 11 Equipment				
LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL
<b>11 12 00 Parking Control Equipment</b>				
1	Parking Control Equipment		Excl	Excl
2	Parking Control Equipment (by Owner)		Clar.	Clar.
11 12 00	Parking Control Equipment			0
<b>11 31 00 Appliances</b>				
1	Appliances		Excl	Excl
2	Appliances (By Owner)		Clar.	Clar.
11 31 00	Appliances			0
<b>11 40 00 Foodservice Equipment</b>				
1	Foodservice Equipment		Excl	Excl
2	Foodservice Equipment (By Owner)		Clar.	Clar.
11 40 00	Foodservice Equipment			0
<b>11 99 01 Façade Access Equipment</b>				
1	Façade Access Equipment		in Div 5	In Div 5
11 99 01	Façade Access Equipment			0
<b>11 99 02 Foodservice Misc Scope</b>				
1	PLACEHOLDER ALLOWANCE REMOVED FOR MISC Support, Sway Bracing, Concrete, Sleeves, Vermin, MEP Etc. TL Item B18: Remove Foodservice Misc Scope Allowance		Clar	Not Inc
11 99 02	Foodservice Misc Scope			0
<b>11 99 03 Walk-In Cooler</b>				
1	Walk-In Cooler	1		46,474
11 99 03	Walk-In Cooler			46,474
<b>11 99 04 Chemical/Hydraulic Mast Lift</b>				
1	Chemical/Hydraulic Mast Lift (SEE TREND LOG FOR ADD ALT.)		Clar	Not Incl
11 99 04	Chemical/Hydraulic Mast Lift			0
DIVISION 11 TOTALS				46,474

Division 12 Furnishings				
LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL
<b>12 99 01 Building Furnishings</b>				
1	Building Furnishings		Excl	Excl
2	By Owner		Clar	Clar
12 99 01	Building Furnishings			0
<b>DIVISION 12 TOTALS</b>				<b>0</b>

Division 13 Special Construction				
LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL
<b>13 99 01 Interactive Water Feature</b>				
1	Interactive Water Feature & Halpin Sculpture Fountain Pkg	1		<b>2,905,475</b>
13 99 01 Interactive Water Feature				<b>2,905,475</b>
<b>13 99 04 Boring/Structural for IWF or Halprin</b>				
1	Boring/Structural/Engineering for IWF or Halprin	1	Allow	<b>40,000</b>
13 99 04	Boring/Structural for IWF or Halprin			<b>40,000</b>
				<b>DIVISION 13 TOTALS 2,945,475</b>

Division 14 Conveying Systems				
LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL
<b>14 10 00 Conveying Systems</b>				
1	Not Anticipated		Excl	Excl
14 10 00	Conveying Systems			0
<b>DIVISION 14 TOTALS</b>				<b>0</b>

Division 15 Mechanical				
LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL
<b>21 00 00 Fire Suppression</b>				
1	Fire Protection Systems Pkg (not anticipated)		Clar	Excl
21 00 00	Fire Suppression			0
<b>23 00 00 HVAC &amp; Plumbing Pkg</b>				
1	Mechanical & Plumbing Pkg	1		2,189,728
23 00 00	HVAC & Plumbing Pkg			2,189,728
<b>21 99 01 Mechanical Systems Coordinator</b>				
1	Mechanical Systems Coordinator	80	Hours	9,997
21 99 01	Mechanical Systems Coordinator			9,997
<b>21 99 02 Commissioning for Tankless Water Heaters</b>				
1	Commissioning for Tankless Water Heaters NOT INCLUDED Removed at 90% TL Item B7: Remove Commissioning for Tankless Water Heaters		Clar	Not Incl.
21 99 02	Commissioning for Tankless Water Heaters			0
				<b>DIVISION 15 TOTALS 2,199,725</b>

**Division 16 Electrical**

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL
<b>26 00 00 Electrical</b>				
1	Electrical Pkg	1		<b>2,177,592</b>
26 00 00 Electrical				
1	Low Voltage Pkg (AV, Security, WiFi)	1		<b>374,291</b>
27 00 00 Low Voltage Pkg (AV, Security, Etc)				
27 00 00	Low Voltage Pkg (AV, Security, Etc)			<b>374,291</b>
<b>26 99 04 Fire Alarm</b>				
1	Fire Alarm - Placeholder	1		<b>28,684</b>
26 99 04	Fire Alarm			<b>28,684</b>
<b>DIVISION 16 TOTALS</b>				<b>2,580,567</b>



## Allowance List Skyline 100%

### Division 1

- Electrical, Gas, Water Consumption/Setup/Installation & Costs Allowance \$20,000
- Traffic Control/Barricades Allowance \$20,000
- Temporary Job Fence Allowance \$16,000
- Weather Protection (including Temp Heat and Snow Removal) \$15,000
- Temp Walkway Allowance \$10,000
- Employee Parking Allowance \$16,000

### Division 2

- Underground Detention System Removal \$120,000
- Utility conflict Matrix "Protect in Place" \$105,000
- Dewatering \$10,000
- Asphalt Paving/Patching \$49,186
- Sewer Line Intersection / Camera \$5,000
- Traffic Control/ ROW Permits/Closures \$87,618
- D&F Patio Connection Detail \$93,750
- Firewatch/Security \$107,000
- Potholing Allowance \$28,000
- Demo Salvaging of Existing Components in Existing Vault \$25,000
- Environmental Hazardous Materials Allowance \$250,000
- Workforce Requirement Determination Adjustment Allowance \$150,000
- Tree Removal & Protection \$39,400
- Planter Box Tree Shoring \$40,944
- Halprin Restoration Allowance \$80,000

### Division 5

- OH Folding Doors Steel \$11,000
- Steel Opening on Roof Screen \$12,000
- Structural Delegated Design Engineering \$16,365
- GFRC Secondary Steel \$50,000

### Division 7

- 3<sup>rd</sup> Party Envelope Review \$10,000

### Division 9

- Flooring Prep \$3,000
- Structural Bracing Detail S5.03/32 \$20,000

### Division 13

- Boring/Structural for IWF or Halprin \$40,000



Trend Log											
Construction Contingency	Current Pending Total CC	% Change	Dwg Pkg	Area	System	Rejected	Pending	Accepted			
(\$717,540)	(\$717,540)	0%	100% CD	ALL	Enclosure	\$0	(\$21,490)	\$0			
The potential scope / cost changes below may modify the construction schedule or duration. Unless noted otherwise, please assume these potential cost changes are only accurate and stable for 30 calendar days. After those 30 days, FP can update pricing based on current market value and/or procurement / schedule timeframes.											
Item #	Drawing Package	System	Decision Due Date	Initiated By	Description	Schedule Impact	Change Amount	Date Presented	Disposition of Change	Related Item	Notes
GENERAL ALLOWANCE CHANGES											
G1	100% CD	Multi	n/a	FP	Increase Electrical, Gas, Water Consumption/Setup Installation & Costs Allowance from 20k to 50k	no	\$32,925	7/11/25	Pending		Aligns with Mid-Lal Cost Model
G3	100% CD	Site	n/a	FP	Increase Temporary Job Fence Allowance from 16k to 36k	no	\$21,950	7/11/25	Pending		Aligns with Mid-Lal Cost Model
G4	100% CD	Site	n/a	FP	Increase Weather Protection (Temp Heat & Shown Removal) Allowance from 15k to 50k	no	\$38,413	7/11/25	Pending	G5	Aligns with Mid-Lvl Cost Model
G5	100% CD	Site	n/a	FP	Increase Weather Protection (Temp Heat & Shown Removal) Allowance from 15k to 100k	no	\$93,288	7/11/25	Pending	G4	Aligns with High-Lvl Cost Model
G6	100% CD	Site	n/a	FP	Increase Temporary Walkway Allowance from 10k to 80k	no	\$76,825	7/11/25	Pending		Aligns with Mid-Lvl Cost Model (220 Length walkway quoted at 40k for 7 months)
G7	100% CD	Site	n/a	FP	Increase Employee Parking Allowance from 16k to 60K	no	\$48,290	7/11/25	Pending		Aligns with Mid-Lvl Cost Model (Covers roughly 10 guys for the Duration \$12 a day)
G8	100% CD	Site	n/a	FP	Increase Dewatering Allowance from 10k to 50K	no	\$43,900	7/11/25	Pending		Groundwater was not encountered during the Geotech boring. However Groundwater fluctuates
G9	100% CD	Site	n/a	FP	Increase Traffic Control/ ROW Allowance from 87k to 150K	no	\$68,464	7/11/25	Pending		\$87,632 Allowance Based on Sidewalk and 1st Lane Closure for 34 Weeks
G10	100% CD	Site	n/a	FP	Increase Traffic Control/ ROW Allowance from 87k to 175K	no	\$95,902	7/11/25	Pending		\$175,263 Allowance Based on Sidewalk and 1st Lane Closure for 68 Weeks
G12	100% CD	Site	n/a	FP	Increase Firewatch/Security Allowance from 107k to 214K	no	\$117,433	7/11/25	Pending		107k currently included in Div 2 Accepted at 90% GMP (which roughly covers 26 Wks. (two freezing seasons) 214k would cover roughly 52 weeks
ALTERNATES											
A1	100% CD	Site	3/1/26	RIOS	ALT-L Add Integral Color to Decorative Concrete Paving	no	\$94,394	7/11/25	Pending		
A2	100% CD	Site	3/1/26	RIOS	ALT-L2 Add Decorative Finishes to Decorative Concrete Paving	TBD	\$607,772	7/11/25	Pending		*if this item is accepted it needs to be discussed with FP whether this cost comes out of construction contingency.
A3	100% CD	Site	3/1/26	RIOS	ALT-L3 Add Decorative Finishes to Concrete Curbs and Walls	TBD	\$89,645	7/11/25	Pending		
A5	100% CD	Site	1/1/26	RIOS	ALT-5 Water Feature Nozzle Enhancement (Add Alt)	n/a	\$79,121	7/11/25	Pending		
A6	100% CD	Site	1/1/26	RIOS	Motorized Lift Winch Hoist	n/a	\$30,892	10/23/25	Pending		
A7	100% CD	Site	4/1/26	RIOS	Site Furnishings (Bike Racks and Trash Receptacles)	TBD	\$27,317	7/11/25	Pending		
A8	100% CD	Site	3/1/26	RIOS	Drink Rails	n/a	\$11,309	10/23/25	Pending		
A9	100% CD	Site	n/a	RIOS	Add back Soil Stabilization Allowance	n/a	\$54,875	10/23/25	Pending		Removed at 90%
A10	100% CD	Mech/Elec	1/31/26	RIOS	Lighting Add Alts per. 19-EL2.02	n/a	\$125,477	10/23/25	Pending		
A11	100% CD	Mech/Elec	1/1/26	RIOS	Monument Signs	n/a	\$63,734	10/23/25	Pending		
WATER FEATURE / HALPRIN											
W4	100% CD	Site	n/a	DPR	Add 25k Allowance for Exploratory Demo Per Historic Preservation Arch found on Civil Plans	TBD	\$27,425	7/11/25	Pending		



B4	100% CD	Enclosure	1/1/26	FP	Remove 3rd Party Envelope Review	no	(\$10,975)	7/11/25	Pending		7/28/25: RIOS to follow up on whether or not this is required to meet energy code
B8	100% CD	Interiors	1/15/26	FP	Core and Shell: Remove Floorings Scopes (Tiling, Epoxy, etc.)	no	(\$85,026)	7/11/25	Pending		7/28/25: DPR to discuss with facilities team
B11.1	100% CD	Enclosure	1/1/26	FP	MTL-01 as Centria Ecoscreen	TBD	\$30,732	10/23/25	Pending		.040 aluminum exposed Y-36 Profile b perforated wall panels included in Base Centria has 16 Week Lead Time
B20	100% CD	Enclosure	2/1/26	FP	Lower GFRC Secondary Steel from 50k to 20k	no	(\$21,950)	10/23/25	Pending		
B20	100% CD	Enclosure	2/1/26	FP	Remove Steel Tie-off System, but still have Anchors included	no	(\$19,297)	10/23/25	Pending		
<b>SITE</b>											
S15	100% CD	Site	n/a	FP	Reduce 120k Allowance for Existing Underground Detention System to 60k	no	(\$65,850)	10/23/25	Pending		

# Clarifications



21-Oct-25

Pricing Clarifications for  
Skyline Park, Block 2  
100% Design  
of Drawings Dated 9/19/2025

**Division One**

- 1 This GMP is based on the 100% drawings and specifications dated 9/19/25 as generated by RIOs
- 2 The Contract excludes all utility development fees and all municipal development fees.
- 3 The Scope of Work excludes all hazardous material sampling, testing and abatement.
- 4 It is assumed that the structural engineer of record will provide all structural engineering, including providing structural services in accordance with 2016 AISC Steel Manual 15th Edition - Code of Standard Practice For Steel Buildings and Bridges, Section 3.1 and subsection 3.1.1 Option 1, and that no structural engineering services will be required by Fransen Pittman. Unless otherwise noted.
- 5 Reference the Allowance Document for associated Allowances. Allowances listed and outlined in the associated document are to be treated as clarifications.
- 6 We have included Taxes on non-permanent materials of 9.51%
- 7 Performance and Payment Bond is based on a 1 year warranty
- 8 Permit & Permit Review fee is by Owner
- 9 All dry utility work, Steam, and associated costs are assumed to be by Owner. Ie. electrical transformer, high voltage lines, primary feeders, gas service to meter, gas meters, internet, fiber lines, phone, and D-marc (demarkation point).
- 10 Trend Log Decision Due Dates Clarification  
  
Referencing the "Decision Due Date" outlined on the Trend Log, these dates are estimated and subject to change. Once subcontractors are under contract, and after holding subcontractor meetings to establish durations and lead times, these dates will be reviewed and finalized accordingly.
- 11 All third party commissioning is by Owner.
- 12 Recycling and sorting of waste has been included.
- 13 All third party testing/special inspections will be procured, contracted and managed by Owner
- 14 Project delays due to understaffed AHJ inspection agencies are considered to be delays outside of the CMGC's control and will be discussed on a case by case basis for extensions to project duration and increases to general conditions should they apply.
- 15 The Parties acknowledge and agree that, due to current extraordinary circumstances surrounding tariff volatility, there is the potential for material cost increases and delays in deliveries of various construction materials. Because of the unpredictable nature of such tariffs the GMP includes a "Import Duty" Contingency of \$100,000. Contractor will use reasonable efforts to minimize any impacts, however, in the event the Cost of Work increases due to such tariffs on materials resulting in cost increase beyond Contractor's reasonable control, this contingency will be utilized to manage any such increases.



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16 The reconciliation of allowances could extend the construction timeline if the final scope of work for said allowances is not determined within a timely manner.

17 FP reserves the right to make schedule changes based on agreed changes in scope that would be validated and approved through contract amendments and change orders.

18 We have assumed regular working hours and have excluded night work.

19 Utility Coordination Clarification (Referencing Sheets C6.3 and C6.4)

We have not included any costs associated with utility work performed by third-party providers, including but not limited to Xcel, Lumen, Windstream, Zayo, or Crown Castle. Additionally, no costs have been included for the lowering, removal, or relocation of existing Fiber Optic, Gas, Electric, Street Lighting, or Steam utilities.

Our scope includes protecting existing utilities in place, per the Allowance provided, as shown on the plans; however, actual field conditions will not be fully known until mobilization and completion of potholing and utility locates.

Furthermore, we have not included any extraordinary scope or costs associated with maintaining or leaving existing utilities in place beyond standard protection measures. Any additional work, modifications, or unforeseen conditions encountered during construction will be addressed through the appropriate change management process.

20 We have not included any direct costs to maintain businesses along the park perimeter. We have included allowances for Temp Walkways and Fences which can be utilized for such costs

21 We have not included costs for watchman or security guard services.

22 We have not included costs that are to be incurred from Xcel, Comcast, Denver Water, DOTI in regards to interfacing with existing utilities.

23 We have assumed that all primary scope discipline drawings — including Structural, Architectural, Civil, Landscape, Mechanical, Plumbing, and Electrical, as provided in the 100% GMP Construction Documents — adequately incorporate and accommodate the requirements of all secondary discipline consultants, including but not limited to: Water Features, Kitchen Equipment, Telecom, Technology, Security, Audio-Visual, Ice Rink, and Historic Architecture scopes.

Any discrepancies or conflicts that arise between the primary and secondary discipline documents will be addressed on a case-by-case basis. FP reserves the right to utilize available design, bidding, or design contingencies to resolve such situations as appropriate.

Given the advanced level of completion for the Construction Documents, FP is proceeding with the assumption that primary scope disciplines have accounted for the necessary requirements associated with the secondary discipline scopes. While FP is making a reasonable effort to identify and address any remaining gaps, it should be noted that, due to regulatory constraints and the defined scopes of our primary Mechanical, Electrical, Structural, and Civil contractors, each is responsible for executing the work specific to their respective primary scope.



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#### 24 Utility Coordination Pre-Bid Note Clarification

A number of general notes within the Construction Documents reference coordination with the Owner and utility providers prior to bidding. This note is considered null and void, as neither we nor our subcontractors have an executed contract authorizing such work or coordination at this time.

All required utility coordination will be performed following contract execution and upon completion of subcontractor buyout. Any impacts to schedule or cost resulting from utility coordination requirements will be addressed through the appropriate change management process as necessary.

#### 25 Existing Conditions Verification Clarification

A number of general notes within the Construction Documents reference statements such as: "Information on this sheet was obtained from survey observations and record drawings," and "Contractor shall be responsible for verifying all existing conditions prior to bid."

Verification of existing conditions, including any required survey or review of record documents, will be performed following contract execution and subcontractor buyout. Any discrepancies, unforeseen conditions, or required adjustments discovered during that process will be addressed through the appropriate change management procedures.

#### 26 Percentage Based Costs Impact Clarification

Any changes to project indirect costs will have a direct impact on the individual tracking log and trend log costs. Accordingly, any adjustment to indirect costs will grant FP the right to reevaluate, update, and revise all affected tracking log and trend log cost items to reflect the updated project conditions.

#### 27 Material Liability Clarification

Fransen Pittman and its subcontractors shall not be held liable for the performance, suitability, or long-term durability of materials, systems, or products that have been specified and selected by the Design Team and/or Owner. Responsibility for such materials rests with the specifying/design entity.

Our responsibility is limited to the proper installation of these materials in accordance with the manufacturer's published requirements, industry standards, and the Contract Documents. If a material failure occurs due to inherent product deficiencies or inappropriate specification, Fransen Pittman shall not bear liability, provided installation was performed in the correct manner.

Any replacement, remediation, or redesign resulting from defective, unsuitable, or mis-specified materials shall be addressed through the appropriate change management process.



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## 28 Workforce Requirement Clarification

Fransen Pittman has made a good faith effort to capture the costs associated with the Workforce Requirements for this project and will continue this good faith effort to accomplish these requirements through the life of the project. An allowance of \$150,000 has been carried within the GMP to support the project's workforce Requirements and the City's workforce efforts.

### Division Two

- 1 Rock/Ripping excavation, Hidden or Buried Debris, and/or blasting is excluded
- 2 Fly ash and/or lime stabilization has been excluded
- 3 Perimeter foundation drain has been excluded
- 4 We excluded Tree Root Exploration along with paving Subbase at Tree Roots
- 5 Removal, remediation, and haul off of buried debris, contaminated soils, and/or hazardous materials is excluded.
- 6 The costs of any and all ground water testing, filtration, sediment control, contaminated water haul off, etc. are excluded from the cost of work
- 7 Removal, excavation and/or trenching of rock or any material that cannot be removed with conventional excavation equipment is excluded. This includes but is not limited to excavation work that requires chipping, drilling, splitting, hammering, or blasting.
- 8 We have not included the Tap Fees & Development Fees as this will be done by the Property Owner
- 9 We have not carried any direct costs for the removal and/or relocation of any of the existing telecommunications lines. We will try our best to avoid hitting these lines. Issues will be dealt with on a case-by-case scenario, if it may not be feasible, to maintain existing fiber-optic lines to perform the outlined scope.

## 10 Asphalt Scope Clarification

Fransen Pittman's asphalt scope is limited to:

Full-depth asphalt replacement at a new 2" strip along the new curb and gutter.

2" mill and overlay (contingent upon acceptance of the associated Trend Log).

Temporary asphalt patching within the limits of construction.

We have assumed all temporary asphalt patching for new utilities will occur within the construction limits, such that it falls within the 2' asphalt patch and new concrete hardscape areas. Any asphalt restoration or patching beyond these limits will be considered a change in scope.



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## 11 Existing Utilities and Property Clarification

We have not included any direct costs associated with the repair of damage to existing property, utilities, or the relocation of existing utility lines to remain, unless such work is explicitly outlined within the contract documents.

Any issues or conflicts that arise related to existing utilities or property conditions will be addressed on a case-by-case basis through the appropriate change management process.

Our scope does include direct costs for verifying the existing locations of underground utilities and coordinating with relevant parties for the relocation or protection of any existing lines that are to be maintained. This specifically applies, but is not limited, to Fiber Optic lines, Steam lines, existing utility boxes, and lines associated with traffic signals, the Halprin Fountain, and site Irrigation systems.

We have included an Allowance to protect existing utilities in place.

## 12 We have not carried any direct costs for mitigating or managing clashes associated with new or existing underground utilities. Issues that arise will be dealt with on a case-by-case basis.

## 13 Clock Tower Adjacent Structure Clarification

Please note that there is an existing clock tower adjacent to the project site. We have assumed that the excavation, vibration, and related construction activities, as outlined in the Skyline Construction documents, will not result in damage to the clock tower structure.

An associated allowance has been included to address potential monitoring or minor protection measures as needed; however, any unforeseen conditions, damages, or additional scope required to protect, repair, or otherwise address impacts to the clock tower will be handled on a case-by-case basis and may be subject to a change order.

## 14 FP can't be held responsible for if the Utility Notification Center gives us incorrect information.

## 15 Standards Compliance Clarification

We have assumed that all details and drawings provided meet the latest applicable requirements of CDOT, DOTI, Public Works, Wastewater Management Division, Traffic Engineering, FHWA MUTCD, AASHTO, Bill 18-167, SCE Standard 38-02, and current City Standard Specifications.

FP shall not be held responsible for any discrepancies, omissions, or conflicts resulting from drawings or documents that do not align with the most current standards in effect at the time of construction. As these standards are subject to periodic updates, any unforeseen conflicts, revisions, or required adjustments will be addressed on a case-by-case basis through the appropriate change management process.

## 16 We have not included scope/cost associated with traffic signal equipment relocations however we will coordinate.



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## 17 Exploratory Demolition Zone Clarification

It is noted on Sheet C3.1 Demo Plan: "Exploratory Demo Zone Per Historic Preservation Architect." However, the associated Historic Preservation document (HP.800) does not directly define or outline the specific scope of work related to this note.

At this time, we have not included any direct costs associated with this exploratory demolition scope in our base proposal. We have, however, carried an additional allowance for this item in the project Trend Log to address any potential costs once the scope is clarified and directed by the Historic Preservation Architect.

Any required work beyond the included allowance will be handled through the standard change management process.

## 18 "Purposfully Blank"

## 19 Shoring and Bracing Clarification

Fransen Pittman has excluded all temporary shoring and bracing from our scope. We have assumed that no shoring is required for the Earthwork scope, utility installation beneath the Halprin Fountain area, or demolition of the existing vault.

We further assume that the demolition of the existing vault, as shown in the Construction Documents, will not impact the Halprin Fountain structure or any associated historic preservation elements. Should unforeseen conditions require shoring, bracing, or additional protective measures, these will be treated as a change in scope and addressed through the appropriate change management process.

## 20 We have excluded the 2" Water Meter as the actual meter will be provided by Denver Water.

## 21 We have included a 30-day interim maintenance period following installation and completion of landscaping. This includes standard landscape maintenance per specification during that timeframe.

Winter watering and long-term establishment watering beyond the 30-day interim maintenance period have been excluded from our scope. Any such services, if required, would be considered additional scope and handled through the change management process.

## 22 Existing Tree Care Scope Exclusion

We have not included any scope or costs associated with insect or disease control, fertilization, pruning, root pruning, or root excavation for existing trees. Any such services, if required, will be considered additional scope and addressed through the appropriate change management process.

## 23 Design Team Travel Expenses Exclusion

We have not included any costs or allowances for travel expenses associated with the Design Team's site visits, inspections, or review meetings. Any such expenses, if required or requested, will be the responsibility of the Owner or handled as an additional cost through the appropriate change management process.



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23 Fransen Pittman has not included direct costs, besides placeholders held as allowances, for delegated design, engineering, or design-build services for the following systems:

- Borings (ALLOWANCE IN GMP)
- OH Openings Structural (ALLOWANCE IN GMP)
- D&F Patio Connection (ALLOWANCE IN GMP)
- Demo Salvaging of Existing Components in Existing Vault (ALLOWANCE IN GMP)
- Underground Detention System Removal (ALLOWANCE IN GMP)

Any requirement for delegated design or additional engineering for these items would be considered a change in scope and processed accordingly.

24 Historical Preservation Field Testing & Undefined Locations Clarification

Fransen Pittman reserves the right to adjust pricing and schedule based on field testing or investigative work directed by the Architect, particularly where such testing is associated with the Historical Preservation drawings.

Additionally, where locations, extents, or specific conditions have not yet been indicated by the Architect in the field, Fransen Pittman assumes no cost or scope responsibility beyond what is clearly shown in the current Construction Documents.

Any additional costs, labor, or time impacts resulting from Architect-directed field testing or from clarifications of previously undefined locations will be addressed on a case-by-case basis through the change management process.

25 Existing Furnishings / Beer Garden / Stage Area Clarification

Fransen Pittman has not included any scope or costs for the removal of existing furnishings, Beer Garden installations, or Stage Area components. We have assumed this work will be completed by the Owner prior to the start of our construction activities.

Any request for FP to perform this removal work will be treated as a change in scope and addressed through the appropriate change management process.

26 Salvage of Existing Hardscape Clarification

Fransen Pittman has not included any scope or costs for salvaging existing hardscape elements or components, unless such salvaging is specifically identified and detailed in the 100% Construction Documents.

Any additional salvage requirements beyond what is explicitly shown in the final CDs will be considered a change in scope and addressed through the appropriate change management process.

27 We have not included any scope for Bird Mitigation. This spec was removed at 100% CDs and assumes no bird relocations/mitigation we need to take place prior to or post construction.



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#### 28 Forestry, Tree Protection, and Halprin Restoration Clarification

There are conflicts between the Civil Drawings and the City and County of Denver's Forestry & Parks In Respects division requirements. For example, the civil demo, earthwork, and utility scope encroaches into designated tree protection zones. Overlay of plans indicate that multiple utility lines and demolition encroach into these zones.

To address this, Fransen Pittman is carrying an allowance for arborist services and/or tree removal costs. Our approach will be to perform the work per the Civil Drawings using standard means and methods, with heavy equipment, but not extraordinary or impractical measures, as what's defined in the civil drawings is not feasible w/o the use of heavy equipment. FP intends to meet with Forestry and the Design Team to review these scenarios and determine a coordinated approach. If extraordinary methods are required (e.g., hand digging or other labor-intensive practices), these will be addressed on a case-by-case basis and treated as a change in scope.

Similarly, we are carrying an allowance for Halprin Fountain restoration work. As with the Forestry requirements, there are conflicts between the Civil Drawings and the designated protection zones for the Halprin scope. To maintain cost efficiency, we have based our scope on the Civil Drawings. Any additional requirements resulting from reconciliation of these conflicts will be addressed through the appropriate change management process. For example, we have not included the use of hand tools to remove the hardscape surrounding the Halprin fountain.

**Schedule Impact:** If City Forestry, Historic Preservation, or other regulatory entities impose requirements that differ from the Civil Drawings and necessitate extraordinary measures, FP reserves the right to adjust both cost and schedule accordingly.

#### 29 Traffic Control / ROW Permits & Closures Clarification

Fransen Pittman is carrying an allowance of \$87,618 for Traffic Control, Right-of-Way (ROW) permits, and associated closures. FP is in the process of setting up a meeting with Denver ROW to clarify and outline specific requirements.

At this time, prior to finalization of the GMP, the full scope of ROW requirements is unknown and subject to change. FP reserves the right to allocate this allowance toward managing costs associated with permitting, lane or sidewalk closures, meter bagging, road and bike lane access, general site access, parking, and staging.

Should actual ROW requirements exceed or differ from the allowance, any additional costs will be addressed through the change management process.

#### 30 Denver Construction & Workforce Ordinance Clarification

The Skyline Project is subject to the Denver Construction and Workforce Ordinance. Fransen Pittman is committed to meeting the intended goals of this program; however, compliance is subject to variables outside our control, including changes to prevailing wages, ongoing labor shortages, and final subcontractor selection at buyout.

Accordingly, FP reserves the right to utilize the Workforce Requirement Determination Allowance carried in Division 2 - General Requirements to address adjustments, including any penalties, should FP or its subcontractors be unable to meet the required goals due to uncontrollable constraints.

#### 31 Area Drain Sizes are not noted on the plan we are including 12" site Area drains.



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### 32 Civil Scope Clarification

**Sanitary Sewer Drop Invert:** Plans indicate a sanitary sewer with a drop invert but do not specify whether it is to be an inside or outside drop. Fransen Pittman has included this scope as an inside drop system.

**15" RCP Connection:** Plan Sheet C7.0 indicates a "blind connection" of 15" RCP per the referenced detail; however, the provided detail shows an inlet connection, which is not constructible with 15" RCP x 15" RCP. We have included using a 15" HDPE tee with concrete collars to connect to the 15" RCP.

**LOG 2 Green Infrastructure:** The plans do not provide a section detail for LOG 2 green infrastructure. FP has assumed a 24" section of bio-retention media for this scope.

Any changes to the type of drop, connection method, or green infrastructure section beyond these assumptions will be considered a change in scope.

### 33 Geotechnical / On-Site Soils Clarification

Per the Geotechnical Report (Item 20 – Onsite Soils), we are assuming that all on-site soils are debris-free and suitable for use as backfill or subgrade material. No Import backfill is included.

If unsuitable materials are encountered during construction — such as construction debris, coal ash, or other deleterious materials — their removal and replacement will be treated as a changed condition and will be subject to a change in scope, cost, and/or schedule.

### 34 We assume that CCOD Parks & Recreation will be provided DAD's Disposal Tickets and covering disposal costs.

### 35 Concrete Hardscape Clarification

We have included 4" Class VI roadbase beneath all concrete hardscape areas as part of our scope of work.

### 36 As-Built Documentation Clarification

We have included redline as-built drawings for the Owner at the completion of the project. If additional formats such as a CAD or computer model are required, this will result in additional cost and will be treated as a change order.

### 37 Clarification Regarding Note 4 on C4.1 — Concrete Around Planters

We have excluded Note 4 on Drawing C4.1, which states: "Contractor to monolithically pour all concrete around planters, no joints to be shown."

At this stage, it's unclear which planters this note is referring to, and the requirement appears to conflict with the landscape drawings and design intent. Further clarification or coordination between the civil and landscape drawings will be required to confirm the intended detailing around the planters.



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### 38 Clarification Regarding Waterproofing Requirements — Rain Garden Walls

There appears to be some ambiguity in the interpretation of the wall details, particularly in relation to the rain garden walls. General Note on Sheet S3.04 states: "Waterproof all concrete." However, the note does not provide specific details regarding the type or extent of waterproofing required.

Based on the information currently shown, we have included waterstop and epoxy-coated reinforcing steel in accordance with the drawings for the rain garden walls. We have not included any Xypex additive, mastic waterproofing, or dampproofing systems, as these are not clearly specified.

### 39 In general, we have not included any corrosion inhibitors in any of the concrete mix designs, as none are specified in the relevant documents.

#### Division Three

- 1 Fransen Pittman does not warrant slabs-on-grade and slabs cast on metal decking against cracking that will affect the aesthetic characteristics of the floor.
- 2 Specific requirements limiting moisture or ph of concrete materials, including flow-fill are excluded from Scope of Work.
- 3 Special coatings and/or special floor preparations required for concrete due to moisture or ph conditions are excluded from the Scope of Work.
- 4 Estimate excludes any and all wet concrete curing methods and materials. Concrete to be cured will utilize a curing compound.
- 5 Epoxy-Coated Rebar Exclusion

We have excluded any and all epoxy-coated reinforcing steel (rebar) from our scope of work. Besides at the Vault Rework area or rain garden walls. All other areas of the project are assumed to be standard. If rebar is needed to be epoxy in other areas this will be treated as a change of scope and subject to change.

#### Division Four

- 1 No clarifications for this Division, we anticipate no masonry scope.

#### Division Five

- 1 AESS or NOMMA finish requirements on steel have been excluded
- 2 AISC fabricator and erector have been excluded
- 3 Steel Coating Clarification

Fransen Pittman has not included hot-dip galvanizing of the superstructure steel or exterior steel elements, except for steel elements located above the roof deck. Instead, we have included high-performance coating and painting for steel located outside the building envelope, in accordance with the specifications.

Any additional galvanizing requirements beyond what is described above would be considered a change in scope.



21-Oct-25

#### 4 Structural Delegated Design Allowance Clarification

Fransen Pittman has included an allowance of \$16,365 for structural delegated design engineering based on the HCL quote. This allowance includes engineering services for cistern design, steel support, and construction administration (CA) phase activities.

FP intends to utilize this allowance to address any additional structural design issues or gaps that may arise during the course of construction, including but not limited to:

Halprin Restoration

Utilities

Openings and penetrations

GFRC coordination

Other unforeseen structural design support needs

Any required structural design services exceeding this allowance will be considered a change in scope and addressed through the appropriate change management process.

#### Division Six

1 FSC certified material has been excluded

2 AWI certified installers and fabricators have been excluded



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#### Division Seven

1 We have excluded custom Metal Panel Colors

2 D&F Tower Waterproofing Clarification

Referencing sheet L4.12, Fransen Pittman has not included any costs for waterproofing at the D&F Tower. The extent of this waterproofing scope is currently unknown.

If waterproofing is determined to be required at the D&F Tower locations, FP intends to utilize the D&F Patio Connection Detail allowance carried in Division 2 - General Requirements to cover the associated costs.

3 Waterproofing Material Clarification

Fransen Pittman has included Bituthene 3000, Bituthene Low Temperature membranes, and Hydromix 220 for the waterproofing of the building and site walls.

None of the bidding contractors in Colorado were familiar with the specified products, and no architectural foundation details have been provided indicating the extent of damp proofing or insulation at the building.

If an alternate waterproofing product or system is required, or if additional scope is identified once details are clarified, additional costs may apply.

4 MTL-01 Wall Panel Clarification

We have included prefinished .040 aluminum exposed Y-36 profile B perforated wall panels in a manufacturer's standard color by Morin as a substitution for the Centria Ecoscreen system outlined on Sheet A7.10.

We are currently experiencing difficulty obtaining pricing from Centria. Please reference the Trend Log for the costs associated with the Centria product.

#### Division Eight

1 GFRC Door Frame Alignment Clarification

Fransen Pittman cannot guarantee alignment of GFRC door frames with the GFRC score patterns. The GFRC is a premanufactured product with predetermined score patterns, and the door frames are provided with fixed sizes and locations.

While FP and its subcontractors will make a good-faith effort to align these elements as closely as possible, perfect alignment is not guaranteed and any modifications to the GFRC layout, door frame sizes, or locations required to achieve alignment will be treated as a change in scope.

#### Division Nine



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- 1 Floor covering prices do not include special high moisture and/or excessive alkalinity adhesives or special floor preparations.
- 2 Fransen Pittman recommends Level 5 finish drywall. Should the Contract Documents specify a lower grade finish, Fransen Pittman cannot guarantee a satisfactory final product as some irregularities may not be concealed, especially with the use of semi gloss or gloss sheens of paint and any wall covering type products.
- 3 Wall assembly construction is based on the partition wall types indicated on the drawings not a different wall assembly that meets certain STC requirements. Estimate has not included costs to test STC ratings of walls.
- 4 FP cannot warrant flooring products without verifying substrates are free of defects (e.g. moisture content, compatibility with adhesives) at time of installation.

Flooring installation is based on manufacturer-required substrate testing at installation. No warranty provided if failures result from unsuitable substrate conditions.

FP provides warranties per installer and product manufacturer only. Manufacturer's warranty prevails if terms conflict.

If flooring products require humidity control, FP assumes the specified flooring and HVAC designs are coordinated. Additional costs to replace flooring or modify HVAC for humidity control, if required, will be treated as a change in scope.

- 5 We have not included any Exterior polished Concrete

- 6 High-Performance Exterior Coating Clarification

For the high-performance exterior coating, we are planning to utilize the following paint products:

Prime Coat: I69A00120 - ZNCLD 4100 3.25G

Intermediate Coat: I58W00610 - MAC646 MILLWHT 2G

Finish Coat: I65WJ0311 - HSPLY250 XWH 1.25G

These products are intended for use on metal surfaces as part of the exterior finish system. If alternate products or additional coating systems are required, this will be treated as a change in scope.

- 7 Exterior Ceramic Tile Clarification

The current Permit Set indicates ceramic tile for exterior use. Fransen Pittman cannot guarantee the long-term durability, performance, or warranty coverage of ceramic tile when installed in exterior conditions, as this product is not typically designed or warranted for such applications.

We request that the Design Team review this specification and evaluate alternative exterior-appropriate materials that provide the required aesthetic while ensuring durability and warranty coverage. Until such clarification is provided, Fransen Pittman has not included long-term warranty responsibility for the exterior ceramic tile installation.



21-Oct-25

## 8 Structural Bracing - Detail S5.03 / 32 Clarification

Fransen Pittman has concerns with Detail 32 on Sheet S5.03. The steel beams, as currently detailed, are inherently susceptible to torsion under typical floor loading. The Cold-Formed Metal Framing (CFMF) subcontractor has identified that the amount of force the outboard braces could be required to absorb from the steel beams under gravity loading is not clearly defined.

This combination of loading could exceed the capacity of the CFMF bracing, potentially leading to failure. FP recommends that the Engineer of Record (EOR) provide design and detailing for these braces to properly account for the structural loads, similar to the approach shown in Detail 31 on Sheet S5.02.

FP has included a \$20,000 allowance as a placeholder to properly detail and execute this scope of work once design direction is provided. Any cost exceeding this allowance will be treated as a change in scope.

### Division Ten

1 We have not included the Delegated design for associated with the Grab Bars. Which is outlined in the Specialties Specifications.

### Division Eleven

1 Appliances Clarification

We have not included any costs or scope associated with the procurement, delivery, or installation of appliances, as these will be provided and installed by the Owner and/or Owner's designated vendor.

We have assumed that all necessary MEP and Architectural accommodations for the owner-furnished, owner-installed appliances are reflected in the current Construction Documents. Our MEP subcontractors are carrying scope as shown and specified in the MEP consultant's drawings.

Any revisions, coordination requirements, or adjustments resulting from changes to the appliance package, or discrepancies between the appliances and the Construction Documents, will be addressed through the standard change management process.



21-Oct-25

## 2 Foodservice Equipment Clarification

We have not included any costs or scope associated with the procurement, delivery, or installation of Foodservice Equipment, as this will be provided and installed by the Owner and/or Owner's designated vendor. With the exception of the Walk-in Cooler/and associated components. Likewise, we have not included the following: Beer lines, S-1, HS-1, DS-1, and US-1, as this should be provided by the foodservice equipment provider; we do have MEP hook-ups included.

We have assumed that all necessary MEP and Architectural accommodations for the owner-furnished, owner-installed Foodservice Equipment are reflected in the current Construction Documents. Our MEP subcontractors are carrying scope as shown and specified in the MEP consultant's drawings. Likewise, we are assuming these accommodations shown in the MEP and Architectural drawings are meeting TYPICAL HEALTH/HYGINE-AUTHORITY FIT-OUT REQUIREMENTS

Any revisions, coordination requirements, or adjustments resulting from changes to the Foodservice Equipment package, or discrepancies between the equipment and the Construction Documents, will be addressed through the standard change management process.

## 3 We have not included Parking Control Equipment as this will be done by the Owner.

## 4 We have excluded the Furnishing or installation of the equipment outlined on QF400-1 along with the Equipment and materials shown on QF600-1

### Division Twelve

#### 1 We have excluded Building Furnishings as this will be done by the Owner

### Division Thirteen

#### 1 We are only supplying and installing ICE Rink components as outlined as "PERMANENT ICE RINK WORK INCLUDED IN BASE BID" as outlined on the Ice Rink drawings.

## 2 Water Feature / Halprin Scope Submittal Clarification

For the Water Feature and Halprin Fountain scope, we have not included any delegated, contractor-stamped engineering submittals. While we have included standard product and shop submittals within our scope, all engineering, calculations, and stamped submittals are to be provided by the Engineer of Record.

Any requirement for delegated design, engineering, or stamped submittals by our subcontractors for this scope would constitute a change in scope and cost.

## 3 We have not include any Halprin Lighting

## 4 Wall Penetrations & Structural Scope Assumption

Referencing the penetrations shown on sheet W8.15, we have assumed no structural work will be required to support this wall with both existing and new penetrations in place. Likewise, we assume that the Halprin vault penetration access and new penetrations will be made without the use of shoring.

If structural modifications or shoring are required, this will be treated as a change in scope.



21-Oct-25

#### Division Fourteen

1 No Clarifications for this Division

#### Division Fifteen

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

2 Duct Cleaning is EXCLUDED

3 We have excluded all Fire Suppression scope as it's not required.

4 BIM and 3D coordination is excluded

5 Exclude all seismic requirements as indicated in Contract Documents

6 We have Excluded energy modeling.

7 We have not performed or coordinated Utility Meter load coordinations prior to the bid for Gas, as we see this needing to be done by the design team. We are assuming existing loads are sufficient.

8 We have Excluded the Dishwasher DW-1, Three-compartment Sink S-1, on P0.04 as these items fall under the Food Service Scope.

9 We have included Trane Temperature Controls

10 Roof Drain Line in Exterior Wall Clarification

The current Permit Set indicates roof drain lines routed within exterior walls. Fransen Pittman cannot guarantee the long-term performance or durability of this design, as roof drain piping located in exterior walls is subject to freezing and potential failure.

We request that the Design Team review this condition and provide an alternative routing that mitigates the risk of freeze damage and ensures long-term functionality. Until such design revisions are issued, Fransen Pittman excludes any liability for failures associated with roof drains located in exterior walls.

#### Division Sixteen

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

2 Fire Alarm is a deferred submittal and final design and cost will be determined by the AHJ.

We have included a placeholder cost of \$28,684 for the design, furnishing, and installation of the fire alarm system. The contract drawings did not indicate or provide any guidelines for fire alarm scope. Only one bidding electrical subcontractor included a placeholder cost for this system; the others indicated that it was not required.

If the fire alarm system is required, the scope and cost will need to be verified and adjusted accordingly.



21-Oct-25

- 3 BIM and 3D coordination excluded
- 4 Exclude all seismic requirements.
- 5 We have Excluded energy modeling.
- 6 We have not included Costs for Preservation of Historic Lights
- 7 We have excluded submitting for the Utility application as this is typically done by the Owner. See E0.01 & E0.02 General Notes
  - Excludes Coordination Study. Modifications to Contract Documents and 1-Line required by governing agencies will be cost reimbursable to the Contractor.
- 8 We assume the existing electrical equipment has been installed in accordance with Xcel's requirements. Any improvements or upgrades to existing systems required for compliance will be reimbursable to the contractor if elected by the Owner.
- 9 We have not included cost for the Utility provided Transformer or Pad
- 10 Referencing GN 6 on E1.04 we have included an allowance for Electrical Consumption/Setup/Installation and Costs for \$20,000. We have not included ALL cost as the Note indicates as post construction and Xcel costs will be delt with the property owner.
- 11 Excludes electrical coordination studies between Engineering and governing agencies, including but not limited to Comcast, CenturyLink, and Xcel
- 12 We have excluded DAS Lighting Protection, and Radio Amplification
- 13 Clarification - Surveillance System  
The City of Denver will be providing its own surveillance cameras and associated recording system for the Skyline Park project. At this time, it remains undetermined whether King Systems or the City's selected vendor will be responsible for furnishing and installing the cabling required for the surveillance cameras.
- 14 Panelboard DP-1.0 Clarification  
We have currently included Panelboard DP-1.0 as NEMA 3R, in accordance with the electrical drawings. FP to submit RFI to verify if this is correct.

**EXHIBIT K**

**CERTIFICATE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/21/2025

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).

<b>PRODUCER</b> Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	<b>CONTACT</b> NAME: Stacy Steinbach PHONE (A/C, No. Ext): FAX (A/C, No.): E-MAIL ADDRESS: ssteinbach@holmesmurphy.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Pinnacol Assurance Company INSURER B: Indian Harbor Insurance Company INSURER C: Hartford Fire Insurance Company INSURER D: Trumbull Insurance Company INSURER E: Hartford Casualty Insurance Company INSURER F: Zurich American Insurance Company	<b>NAIC #</b> 41190 36940 19682 27120 29424 16535
<b>INSURED</b> Fransen-Pittman Construction Co., Inc. 9563 S. Kingston Court, Suite 200 Englewood, CO 80112		FRACONPC

**COVERAGES** **REVISION NUMBER:** **CERTIFICATE NUMBER:** 687330137

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						
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> 5,000 Ded PD	Y	Y	34UEABG6BT8	8/1/2025	8/1/2026	EACH OCCURRENCE \$ 1,000,000						
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000						
							MED EXP (Any one person) \$ 15,000						
							PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000						
							PRODUCTS - COMP/OP AGG \$ 2,000,000						
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY  <input checked="" type="checkbox"/> ANY AUTO  <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	34UEABG6BTC	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000						
							BODILY INJURY (Per person) \$						
							BODILY INJURY (Per accident) \$						
							PROPERTY DAMAGE (Per accident) \$						
							Phys Damage Ded \$ \$1,000 comp/coll						
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR  <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	Y	34HHABG6EH2	8/1/2025	8/1/2026	EACH OCCURRENCE \$ 15,000,000						
							AGGREGATE \$ 15,000,000						
							\$ \$						
A F	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  <input type="checkbox"/> ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	Y	4046117 (CO) WC298298904 (AOS)	8/1/2025 8/1/2025	8/1/2026 8/1/2026	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER				
								E.L. EACH ACCIDENT \$ 1,000,000					
								E.L. DISEASE - EA EMPLOYEE \$ 1,000,000					
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000					
C B	Blanket Builders Risk Pollution Liability Professional Liability	Y	Y	Y	34MSAE2388 CEO744670009	8/1/2025 8/1/2025	8/1/2026 8/1/2026	\$50M Jobsite/ \$5,000,000 Limit \$5,000,000 Limit	\$5M Frame \$50,000 Deductible \$50,000 Deductible				

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

Project: Skyline Park Improvements

The City and County of Denver, its elected and appointed officials, employees and volunteers are included as additional insureds as respects the General Liability, Auto Liability, Umbrella Liability, Pollution Liability & Builders Risk as required by written contract with the insured, per the policy terms and conditions. General Liability, Auto Liability, Umbrella Liability, Work Comp & Pollution Liability include a Waiver of Subrogation in favor of the Additional Insureds as required by written contract with the insured, per policy terms and conditions.

## CERTIFICATE HOLDER

## CANCELLATION

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

**WORKFORCE REQUIREMENTS**

## **EXHIBIT L**

### **Workforce Requirements**

#### **Compliance with Workforce Requirements.**

1. The City is committed to increasing the availability of a skilled construction workforce by increasing the availability of apprenticeships and other approved training programs and requiring the utilization of workers living in economically disadvantaged areas and workers experiencing economic disadvantage on large city construction projects.
2. In furtherance of these commitments, the City adopted Article XI, of Chapter 28 D.R.M.C., the "Workforce Ordinance." Contractor shall comply with the requirements of the Workforce Ordinance, rules and regulations promulgated by the Denver Construction Careers Program (DCCP) of the Denver Economic Development and Opportunity agency ("DEDO") and Contractor's approved Workforce Plan (collectively "Workforce Requirements").
3. The horizontal construction apprentice utilization requirements of Section 28-325 of the Workforce Ordinance apply to this agreement. Contractor must also comply with the target hire and additional requirements of the Workforce Ordinance.
4. All costs arising out of or related to compliance with Workforce Requirements are included in Contractor's GMP. Contractor is not entitled to additional compensation, change order or Owner's contingency for any costs associated with Workforce Requirements or compliance.
5. Contractor shall submit a proposed Workforce Plan to the DCCP that meets or exceeds the requirements of the Workforce Ordinance and implementing rules and regulations as soon as reasonably feasible. A final Workforce Plan, approved by the DCCP must be in place no later than 60 days after issuance of a notice to proceed with construction. Contractor is responsible for submitting its proposed plan and addressing DCCP concerns sufficiently in advance of this deadline to avoid project delay. The City is not responsible for any additional costs resulting from Contractor's failure to meet workforce deadlines.

**EXHIBIT M**

**APPROPRIATION AND ENCUMBRANCE FORM**



# Appropriation and Encumbrance Form

Department of Infrastructure and Transportation  
201 W. Colfax Avenue, Dept 506, Denver, CO 80202

Contractor: Fransen Pittman

Contract No.: tbd

Appropriation and Encumbrance Form No.: 0

*(Forms to be numbered sequentially)*

Reference - Authorization for Use of Appropriation and Encumbrance Form Revision No.: 0

It is hereby mutually agreed that when this APPROPRIATION AND ENCUMBRANCE FORM has been fully executed by the contracting parties it provides the notice required by the Appropriation and Encumbrance requirements of the above referenced Contract and satisfies all appropriation and encumbrance notification requirements imposed by Colorado law including those found in C.R.S §24-91-103.6. Contractor agrees that any work performed, or costs incurred by Contractor exceeding the Total Appropriation & Encumbrance Amount stated below is done without authorization and at Contractor's sole risk.

The current request will fund Work that includes the (scope, phase or duration as appropriate) identified below:

Early construction activities (mobilization, site fence, erosion control BMPs, tree protection, protection of existing features). Demolition of site, rough grading, deep utilities, procure long-lead items including electrical gear and transformer, mechanical equipment and water feature equipment, and GFRC cladding panels. Form and place building foundations and site walls.

Total Appropriation & Encumbrance Amount<sup>5</sup> \$ 23,920,964

Accepted for Contractor by Ben Cobman Title Project Executive Date 10/09/2025

## Appropriation History

1. Initial contract appropriation & encumbrance amount: \$ 18.0M<sup>1</sup>  
*(as stated in the Contract)*
2. Total increases approved to date: \$ 0M<sup>2</sup>  
*(sum of all previously approved appropriation & encumbrance forms)*
3. Total amount previously appropriated and encumbered: \$ 18.0M<sup>3</sup>  
*(1 + 2)*

## Current Appropriation

4. Amount of current request: \$ 0M<sup>4</sup>
5. Revised Total Appropriation & Encumbrance Amount: \$ 18.0M<sup>5</sup>  
*(3 + 4):*

<u>Mark D. Saylor</u>	Approved – Department of Finance, Chief Financial Officer or delegate	10/21/25
<u>James G. Ross</u>	Approved – DOTI – Executive Director or delegate	10/16/2025
<u>Can Sauer</u>	Approved – DOTI - Director	10-15-25
<u>Emily Ziegler</u>	Approved – Using Agency (If non-DOTI)	9/11/2025
<u>Emily Ziegler</u>	Approved – Project Manager	09/11/2025



# Authorization for Use of Progressive Encumbrance Form

Department of Infrastructure and Transportation  
201 W. Colfax Avenue, Dept 506, Denver, CO 80202

Contractor (Enter "TBD" if unknown): Fransen Pittman

Authorization for Use of Progressive Encumbrance Form

Revision No. (use "0" for original): 0

Ethan Frey

Project Name: Ethan Frey

Project Manager: 23,920,964

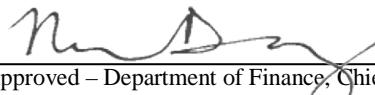
It is hereby mutually agreed that when this AUTHORIZATION FOR USE OF PROGRESSIVE ENCUMBRANCE FORM has been fully executed it provides notice that progressive encumbrance may be used for the above referenced Contract up to the Total Maximum Authorized Amount stated below.

*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.:

Progressive Encumbrance is requested for the construction contract to accommodate the variety of funding sources contributing to the project. The Elevate Denver Bond and existing Denver Parks and Recreation capital funding are available immediately to support the early stages of construction; in 2026, additional capital funding will be available for the final stages of construction. Progressive Encumbrance will allow construction to begin in 2025 - ensuring spend-down of the Bond Funding and avoiding additional escalation of costs over time - while benefiting from future funding sources to implement all critical public-facing elements of the project. Funding for the construction, currently available in August 2025, is approximately \$19M; the Capital Stack for the project will be completed with \$5M from the Denver Downtown Development Authority (DDDA). The remaining funding is anticipated to be allocated through the DDDA in 2026. Reference attached cash flow projections and Project Budget to Actuals summary.

**Total Maximum Authorized Amount<sup>5</sup>** \$ 18.0M (This amount is not the amount appropriated and encumbered.)

Maximum Authorized Amount History		For Internal Use Only	
1. Initial Maximum Authorized Amount:	\$ <u>1</u>		
2. Total changes approved to date: <i>(sum of all previously approved Authorization for Use of Progressive Encumbrance Forms)</i>	\$ <u>0<sup>2</sup></u>	 Approved – Department of Finance, Chief Financial Officer	10/21/25 Date
3. Total amount of previous Maximum Authorized Amount: <i>(1 + 2)</i>	\$ <u>0<sup>3</sup></u>	 Approved – DOTI – Executive Director or delegate	10/16/2025 Date
<b>Current Request</b>		 Approved – DOTI - Director	10-16-25 Date
4. Amount of current request: <i>(for initial request, same as 1 above)</i>	\$ <u>4</u>	 Approved – Using Agency (If non-E)	Date
5. Revised Total Maximum Authorized Amount: <i>(3 + 4)</i>	\$ <u>18.0M<sup>5</sup></u>	 Approved – Project Manager	9/11/2025 Date