

**CM/GC CONSTRUCTION CONTRACT  
CENTRAL DENVER RECREATION CENTER**

**CONTRACT AND AGREEMENT**

**THIS AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **AP MOUNTAIN STATES, LLC d/b/a ADOLFSON & PETERSON CONSTRUCTION**, with its principal place of business located at 797 Ventura Street, Aurora, Colorado 80011 “the Contractor”, jointly “the parties.”

**RECITALS**

**1.** The City wishes to construct a new recreation center on the property currently known as 2401 E. Colfax Ave, previously known as 2405 E. Colfax Ave and 1530 Josephine St, and associated adjacent Right of Way (ROW) improvements known as:

Central Denver Recreation Center - Bid Package I  
PROJECT NO. PWC2014-1003  
CONTRACT CONTROL NO. 201523539  
(the “PROJECT”)

**2.** In furtherance of the Project, the City has contracted with Barker Rinker Seacat Architecture, P.C. (the “Designers or Design Consultants 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 City commenced on July 25, 2014, and advertised for at least three (3) consecutive days, the City’s solicitation for qualification submissions from qualified contractors for the Project.

**4.** The City’s solicitation sought a contractor to furnish all fast-track Construction Manager/General Contractor (“CM/GC”) preconstruction and construction experience, expertise and services; and all construction administration, management, supervision, coordination and fast track project construction experience and expertise; and all construction services, work effort, labor, tools, supplies, manufactured components, equipment, materials, and everything else necessary and required to assist in the Project design and 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 compliance with all applicable regulatory requirements in the performance of general public improvements.

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

**6.** Proposals received were evaluated and ranked by a selection committee and a recommendation was made to the Manager of Public Works who evaluated the Proposals and recommended that a contract or contracts for performance on the Project be made and entered into with the above named Contractor.

7. Based upon that ranking, the City and the Contractor entered into a Preconstruction Services Agreement, Contract No. 201418736, dated December 10, 2014, 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 GMP to construct Bid Package I of the Project. Future Bid Packages will be incorporated by written amendment to the agreement.

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

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

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

**1.0 PROJECT SUMMARY AND DEFINITIONS:**

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

Central Denver Recreation Center

**1.1.1** The Project is located at the "Project Site" between 16<sup>th</sup> Ave. and Colfax Ave. and west of Josephine St. within Denver, Colorado.

**1.1.2** The specific details of the Project are more particularly set forth in the Bid Package I GMP, Bid Package Document drawings" prepared by the Designer and dated March 27, 2015.

**1.1.3** The Project shall be comprised of the following:

**1.1.3.1 Bid Package I Guaranteed Maximum Price (GMP) Work.** The GMP proposal provides all necessary labor, materials and equipment including but not limited to performing earthwork, site utilities, pools, and pool dehumidification unit and all work necessary to complete the work more particularly set out in Bid Package I Design Drawings and the Contractor's Basis for GMP Proposal.

**1.1.3.2 Bid Package II Guaranteed Maximum Price (GMP) Work.** The GMP proposal will include remaining building and site work. (to be incorporated by written amendment).

**1.1.4 Contractor Selection.** In accordance with the requirements of Section 20-56 of the Denver Revised Municipal Code (the “DRMC”), the City implemented and completed a competitive selection process to identify qualified Contractors to perform both preconstruction and construction services for the Project. The Contractor was selected as the first ranked proposer to perform such services for the City as set forth in the City’s Request for Proposals (RFP) dated September 16, 2014; and the Contractor’s RFP Submittal dated October 1, 2014. 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.

**1.2 Budget.** The Contractor acknowledges and accepts that there are limited funds available to construct the Project. The Project construction budget (the “Budget”) is **TWENTY FIVE MILLION THREE HUNDRED FOUR THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$25,304,500.00)**, and is subject to increase or decrease at the sole discretion of the Manager of Public Works. The Contract further acknowledges and accepts that the GMP Work must be completed within the construction 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 Project Budget.

**1.3 Project Format.** In the performance of this Construction Contract, the Contractor acknowledges and accepts that, scope and schedule are critical for Project delivery. Based on these considerations, the City has elected to utilize a Construction Manager/General Contractor (“CM/GC”) project delivery approach and will fast track the Project.

**1.3.1** 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.

**1.3.2** In preparing and submitting the 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.

**1.3.3** Subject to any allowed contingency provided for in Section 1.5, 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 the Basis of the GMP Proposal and provided or will provide to the City 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.

**1.4 Allowances.** The allowances set forth in the GMP Proposal have been accepted by the Project Manager. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ any persons or entities against which the Contractor may make reasonable objection. The Contractor may also supply allowances for those items the Contractor and the Project Manager mutually determine require an allowance. **Exhibit C** (GMP Proposal) sets forth all allowances applicable to the Work. Unless otherwise provided for in the Contract Documents:

**1.4.1** Materials and equipment under an allowance shall be selected promptly by the City to avoid delay in the Work;

**1.4.2** 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;

**1.4.3** 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

**1.4.4** Whenever costs are more than or less than the allowances, overruns and underruns in allowances will first come from owner's contingency and if insufficient owner's contingency remains, the GMP shall be adjusted accordingly by change order. The amounts of the change orders 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.

## **1.5 Contingency.**

**1.5.1 Construction Contingency Amount.** The GMP will include a construction contingency in an amount equal to a lump sum of **ONE HUNDRED SIXTY THOUSAND FIVE HUNDRED SIXTY DOLLARS AND NO CENTS (\$160,560.00)** ("Construction Contingency") for the entire scope of the GMP Work. Adjustments to the construction contingency to be made by written amendment.

**1.5.2 Construction Contingency Accounting.** The GMP Proposal is not a line item GMP. During the course of the Work, some GMP 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 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 generated from clarification of the Contract Documents; costs for code changes or code upgrades required by governmental agencies which are not otherwise the basis for a change order; overtime and acceleration costs to meet contract schedule; and costs, including legal fees, for contractual disputes, with parties other than the City. The Contingency shall be increased to the extent that there are underruns in budget items included in the GMP. The Contractor shall receive written approval from the Project Manager, in writing, of each such charge to or credit of 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.

**1.5.3 Construction 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 contingency whenever the City and the Contractor reasonably agree that the Project risk is substantially decreased and such agreement shall not be unreasonably withheld.

**1.5.4 Owner's Contingency Amount.** The GMP will include an Owner's Contingency in an amount equal to a lump sum of **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)** ("Owner's Contingency"). Adjustments to owner's contingency to be made by written agreement.

**1.5.5 Owner's Contingency Accounting.** The Owner's Contingency will be used at the sole discretion of the City for changes to the scope of work that are initiated and requested by the City, and for overruns in Allowances. This contingency shall not be used for any other purpose other than scope changes initiated by the City. Any unused portion of this Owner's Contingency shall be returned to the City upon project completion.

**1.6 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: Barker Rinker Seacat Architecture, P.C.

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.

**1.7 User Agency.** The "**User Agency**" as used herein shall mean the City agency currently responsible for the operation and maintenance of the Project. The User Agency is the City and County of Denver Department of Parks and Recreation.

**1.8 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:**

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 be incorporated into this Construction Contract as if fully set forth herein as **Exhibits D and E.**

**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, they will be incorporated by written directive of the Manager of Public Works or the Manager’s designee.

Advertisement of Notice of Invitation for Qualifications, dated July 25, 2014 (incorporated herein by reference)

Request for Proposals (RFP), dated September 16, 2014 (incorporated by reference)

Contractor Response to RFP, dated October 1, 2014 (incorporated by reference)

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

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

Bid Package I GMP Proposal (attached as **Exhibit C**). Future Bid Package GMP Proposals will be incorporated by written amendment to the agreement.

Contract Drawings (incorporated herein by reference as **Exhibit D**)

Technical Specifications (incorporated herein by reference as **Exhibit E**)

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

Preconstruction Services Agreement, dated December 10, 2014 (incorporated by reference as **Exhibit G**)

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

Intentionally Omitted (**Exhibit I**)

Self Performed Work Proposal (attached as **Exhibit J**)

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

Billing Rates for Salaried Personnel Staffing and Salary Schedule (attached as **Exhibit L**)

Equipment Rental Rates (to be later attached as **Exhibit M**)

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

Minority/Women Owned Business Enterprise Program Compliance Plan (attached as **Exhibit O**)

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

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

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

Final Receipt Form (attached as **Exhibit S**)

**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 General Contract Conditions;

**2.2.3** the Basis of the GMP Work Proposal,

**2.2.4** the Technical Specifications;

**2.2.5** the Contract Drawings; and

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

**2.4** 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 Manager of Public Works or the Manager'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. However, nothing contained in this section shall limit the Contractor's ability to seek Change Order time and compensation adjustments for City changes to the Work incorporated into any of these later exhibits and attachments.

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

### **3.0 SCOPE OF WORK:**

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

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

**3.2.1 Preconstruction Phase Services.** The Preconstruction Services are comprised of all those services, obligations and responsibilities set forth in the Preconstruction Services Agreement, incorporated herein by this reference as **Exhibit G**. In order to expedite Project completion, the Parties entered into the Preconstruction 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 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 Phase Services shall include the furnishing of all construction administration, management, supervision and coordination experience and expertise, as well as all construction services, work effort, labor, tools, supplies, manufactured components, equipment, materials, and everything else necessary and required to complete the construction of the Project on time and within budget; while satisfying the City's longstanding commitment to quality, efficiency, value, innovation, partnering, responsiveness to agency and community needs and compliance with all applicable regulatory requirements in the performance of general public improvements. Compensation for the Construction Phase Services shall be in accordance with the terms and conditions of this Construction Contract.

**3.2.2.1 GMP Scope of Work.** The Contractor shall perform all Construction Services, as set forth in the Bid Package I GMP Proposal, which is attached as **Exhibit C**.

(Note: The City may in its sole discretion elect to complete the Project using multiple bid packages. In the event that the City elects to proceed in this manner the City will modify the contract appropriately.)

**3.2.3 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 fulfill the Contractor's obligations. The Work shall constitute the whole of 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 site of the Project (the "Site") and has had sufficient time and opportunity to independently examine and is sufficiently familiar with: the Site, the character and nature of the Site layout and materials, the character and nature of all Site constraints, restrictions and limitations, and limitations on ingress, egress and construction staging and performance; and the local conditions under which the Work is to be performed, including weather conditions and any other factors which may impact the Work. The 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 Contractor's 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 50% Design Development (DD) Phase Design Drawings, accepts the terms and requirements thereof and affirmatively states that the Project, as expressed by the design documents and the Project requirements and constraints as modified by value engineering suggestions, budget adjustments and cost cutting measures suggested by the Contractor as of June 29, 2015 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 will have 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 Contract Drawings 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 G.C. 212, CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Manager delegates to the City Engineer the authority necessary to undertake the responsibilities identified as the responsibilities of the Deputy Manager under this Construction Contract. The City Engineer hereby designates as Project Manager with authority to handle the day to day administration of this Construction Contract, the following personnel:

**Department of Public Works**

**Telephone**

**Project Manager**

Brett Hahnenkamp

720-865-2668

**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 City's Department of Public Works ("Public Works"), 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 Construction Time.** The term “Construction 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 Construction Time shall be: **542 Calendar Days.**

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

**6.4 Liquidated Damages.** The parties recognize and agree that time is of the essence of this Contract. In the event that the Work is not Substantially Complete within the Construction 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 either the Construction 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 Construction 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 Construction 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.

Liquidated Damages Table

Amount per Day	Substantial Completion	\$5000.00
Amount per Day	Final Completion	\$1000.00

The parties agree that the foregoing amounts 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. The provisions of this Section shall not limit the rights and remedies of the City pursuant to the General Conditions.

**7.0 SUBCONTRACTS AND OTHER AGREEMENTS:**

**7.1 Subcontractor Selection.** The Contractor recognizes and accepts that the subcontractor and supplier selection and contracting procedures specified herein are intended to promote pricing or buyout of the Work which 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 accordance with **Exhibit J** and in compliance with the General Conditions, attached hereto and incorporated herein as **Exhibit A**. Each Subcontractor and Supplier selection shall be reviewed by the City and the City reserves the right to reject any Subcontractor or Supplier in accordance with the terms and conditions of the General Conditions or in the event the City determines that the selection was not made after a competitive bid. Upon request of the Contractor, the City may waive the competitive bid requirement of this Section with the express written approval of the Project Manager.

**7.2 Self-Performed Work.**

**7.2.1** Upon prior written approval of the Project Manager, the Contractor may compete for designated Subcontractor or Supplier Work packages. The Contractor may only submit proposals as they were packaged for subcontractor bidding. Should the Contractor submit a proposal for any such package, such proposal shall be submitted directly to the Project Manager one (1) day prior to any proposal deadline and all bid or selection requirements specified in **Exhibit O** shall apply to proposal or bid opening and evaluation. The Project Manager shall review with the Contractor all bids submitted where the Contractor has submitted a bid and shall make the final award after consultation with the Contractor. The City must approve any Self-Performed Work award to the Contractor. The Contractor shall perform for the Contractor's 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, but shall not be subject to the cost of work limitations of the Contract Documents.

**7.2.2** Notwithstanding the bidding requirements set forth in Section 7.2.1, the Contractor shall submit to the City, on or before March 31, 2015, a final Self Performed Work Proposal for the Surveying, Erosion Control, Concrete, Rough Carpentry, Wall Blocking, Doors, and General Trades work on the Project. Such final Proposal shall be for the scope of work described in the Self Performed Work Proposal attached hereto as **Exhibit J** and, under no circumstances, shall the proposal exceed the maximum amount for such work set forth in **Exhibit C**. Upon receipt of the

final Proposal, the Manager may, at the Manager's sole discretion, accept the proposal, reject the proposal or engage in further negotiations regarding this work. If finally accepted by the Manager, the City will issue a change order for this work and the work described in the Final Self Performed Work Proposal will be incorporated into the GMP Scope of Work and GMP price as if fully set forth herein. In addition, the Construction Time shall be adjusted accordingly. If the City rejects the final proposal, the terms of Section 7.2.1 shall apply to the above described work of the Project.

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

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

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

## **8.0 COMPENSATION.**

**8.1 Cost of the Work.** The term Cost of the Work shall consist of costs necessarily incurred in the proper performance of the Work for the Project as delineated below which shall be paid by the City to the Contractor. Cost of the Work shall not include any Fee of the Contractor. Any allowable mark-up by the Contractor is included in the 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 site or with the City's agreement at offsite workshops, which shall as a minimum be in accordance with the prevailing wage rates established by the City and County of Denver for construction projects, as set out in DRMC Section 20-76, and in effect at the time that the GMP is established. In the event the prevailing wage rates are increased in accordance with DRMC Section 20-76, on the anniversary date of this Construction Contract, these increases shall also be included as a cost of the work. Costs paid or incurred by the Contractor shall include actual wages for the Contractor's own personnel (including overtime premiums as applicable), taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and for personnel not covered by such agreements, customary benefits and the Contractor's company policy such as sick leave, individual and dependent medical and health benefits, disability insurance, holidays, craft training fund, vacation, pension, and, as applicable, 401K contributions. The City and the Contractor agree that the wages and burden for the personnel referenced in this paragraph and paragraphs 8.1.17 and 8.1.18 shall be charged as a Cost of the Work at not less than the stipulated fixed rates set forth on Prevailing Wage Rate Schedule, attached as **Exhibit K**, or as appropriate charges at the stipulated fixed rates set forth on the Billing Rates for Salaried Personnel attached as **Exhibit L**.

**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** Actual cost paid by Contractor for all materials, supplies and equipment incorporated in the Work, including costs of transportation thereof.

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

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

**8.1.7** Cost, 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 Site, whether rented from the Contractor (at rental rates approved by City and specified on **Exhibit M**) 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 M**. Rates shall be fixed for the duration of the project unless approved in writing by the Project Manager.

**8.1.9** The cost of the premiums for all bonds and Builder's Risk insurance that the Contractor is required to procure by this Construction Contract. The costs of the premiums 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 at the stipulated fixed percentage of 1.99% of the Cost of Work, and all deductibles that are attributable to this Construction Contract, including equipment insurance deductibles.

**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 Site, postage and express delivery charges, and reasonable petty cash expenses of the site office in connection with the Work.

**8.1.13** Cost of removal of all debris from the 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 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 site, and when stationed off-site and working on the Project in accordance with the staffing and salary schedule set forth in **Exhibit L**, 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 L**.

**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 C**. 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 (**Exhibit G**).

**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 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 "Fee") to be paid to the Contractor and included in the GMP shall be a lump sum of **TWO HUNDRED EIGHTEEN THOUSAND SIXTY ONE DOLLARS AND NO CENTS (\$218,061.00)**, payable in progress installments pursuant to a mutually agreeable schedule of progress installments.



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

**8.4.2 Guaranteed Maximum Price.** The GMP shall be established at the time the GMP proposal is accepted by the City and incorporated herein as **Exhibit C**, subject to adjustments as provided in the Contract Documents.

**8.4.3** 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 the Guaranteed Maximum Price and Basis of the GMP Proposal attached hereto as **Exhibit C**. The Parties specifically agree that the City shall not be subject to any cost, charge or fee under this Agreement that is not specified above.

**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 **EIGHT MILLION SEVEN HUNDRED EIGHTY NINE THOUSAND NINETY SIX DOLLARS AND NO CENTS (\$8,789,096.00)**. The Contractor guarantees and warrants that the Project will be completed by its performance hereunder for the GMP amount. In no event will the City's liability exceed the maximum Construction Contract Amount, as adjusted by duly authorized change order in accordance with this Construction Contract. The parties specifically agree that any performance by the Contractor hereunder shall not subject the City to any cost, charge or fee not specified above.

#### **9.0 DISPUTE RESOLUTION:**

It is the express intention of the parties to this Construction Contract that all disputes of any nature whatsoever regarding the Construction Contract including, but not limited to, any claims for compensation or damages arising out of breach or default under this Construction Contract, shall be resolved by administrative hearing pursuant to the provisions of Section 56-106, DRMC or, with respect to appropriate issues involving Small Business Enterprise contracting, by Section 28-33, DRMC. 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, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder. Further, the Contractor agrees to comply with the provisions of Section 28-45 to 28-47, DRMC, and all Rules and Regulations promulgated and adopted by the Manager of Public Works pursuant thereto relating to non-discrimination in employment by contractors, subcontractors and suppliers receiving compensation for work performed on the Project.

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

**10.2.2 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.

**10.3 Compliance with Minority/Women Owned Business Enterprise Requirements.** This Construction Contract is subject to all applicable provisions of Divisions 1 and 3 of Article III, of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 – 29-36 and 28-52 – 28-90 D.R.M.C. and referred to in this Contract as the “M/WBE Ordinance”. In accordance with the requirements of the M/WBE Ordinance, the Contractor is committed to, at a minimum, meet the participation goal of **twenty two percent (22%)** established for this Project utilizing properly certified M/WBE subcontractors and suppliers. In addition to the applicable provisions of the M/WBE Ordinance, the Contractor agrees, as an express condition of its performance hereunder, to comply with the requirements of any approved Small Business Enterprise Compliance Plan (attached and incorporated herein as **Exhibit O**). Such plan shall, at a minimum, include a narrative regarding compliance with the goal; a list of committed M/WBE participants along with dollar and percent participation for each evidencing compliance with the overall goal, and fully executed letters of intent for each listed participant, all in a form satisfactory to the City. Without limiting the general applicability of the foregoing, the Contractor acknowledges its continuing duty, pursuant to Sections 28-72, 28-73 and 28-75 DRMC and the M/WBE Program, to meet and maintain throughout the duration of this Construction Contract its participation and compliance commitments and to ensure that all Subcontractors subject to the M/WBE Ordinance or the M/WBE Program also maintain such commitments and compliance. Failure to comply with these requirements may result, at the discretion of the Director of the Division of Small Business Opportunity (“DSBO”), in the imposition of sanctions against the Contractor in accordance with Section 28-77, DRMC. Nothing contained in this Paragraph or in the referenced City ordinance shall negate the City’s right to prior approval of Subcontractors, or substitutes therefore, under this Construction Contract.

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

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

promulgated, revised or amended. The Charter and Revised Municipal Code of the City, as the same may be amended from time to time, are hereby expressly incorporated into this Construction Contract as if fully set out herein by this reference.

**10.6 Appropriation.** Notwithstanding any other term, provision, or condition herein, all payment obligations under this Construction Contract shall be limited to the funds appropriated or otherwise made available by the Denver City Council and paid into the Treasury of the City. As of the date of this Construction Contract, **EIGHT MILLION SEVEN HUNDRED EIGHTY NINE THOUSAND NINETY SIX DOLLARS AND NO CENTS (\$8,789,096.00)** have been appropriated for this Construction Contract. The Manager of Public Works, upon reasonable written request, will advise the Contractor in writing of the total amount of appropriated and encumbered funds that are or remain available for payment to the Contractor.

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

**10.8 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.

**10.9 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 Manager to such assignment.

**10.10 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.

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

**10.12 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.

**10.13 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.

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

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

**10.16 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:  
A&P Mountain States, LLC

797 Ventura Street  
Aurora, Colorado 80011

If to the City  
Manager of Public Work  
Department of Public Works  
City and County of Denver  
201 West Colfax, Department 608  
Denver, Colorado 80202

With a copy to:  
City Attorney  
City and County of Denver  
201 West Colfax, Department 1207  
Denver, Colorado 80202

**10.17 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 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.

**10.18 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.

**10.19 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.

**10.20 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.

**10.21 Electronic Signatures and Electronic Records.** 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.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:**

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

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

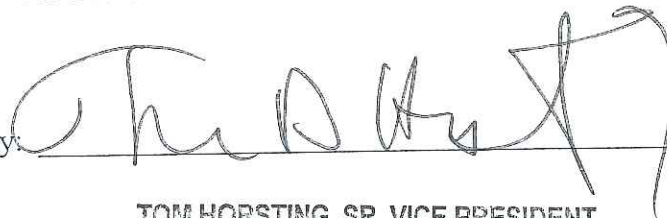
By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: PWADM-201523539-00

Contractor Name: A&P MOUNTAIN STATES, LLC d/b/a  
ADOLFSON & PETERSON CONSTRUCTION

By: 


TOM HORSTING, SR. VICE PRESIDENT  
AP MOUNTAIN STATES

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

TOM HORSTING, SR. VICE PRESIDENT  
AP MOUNTAIN STATES

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

ATTEST: [if required]

By: 

Name: TOM L. BAILEY  
(please print)

Title: SENIOR PROJECT MANAGER  
(please print)





**Exhibit A**  
**General Contract Conditions**  
**2011 Edition**

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

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**EXHIBIT B**  
**SPECIAL CONTRACT CONDITIONS**

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

**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 2011 Edition).

*Transportation Standards and Details for the Engineering Division, City and County of Denver* (January, 2013)

*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, CO 80202. *The Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS, City and County of Denver*, and the *Standards and Details for the City and County of Denver* are available online at:

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

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

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

The *Manual on Uniform Traffic Control Devices for Streets & Highways* is available for review as stated above, or can be viewed at the Federal Highway Administration Website at: [www.fhwa.dot.gov](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, CO 80223

**SC-2 CITY DELEGATION OF AUTHORITY**

With reference to General Contract Condition 109, DEPUTY MANAGER, General Contract Condition 206, ENGINEERING DIVISION and General Contract Condition 214, CITY’S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Manager hereby designates the City Engineer as the City official responsible for those certain actions and decisions designated as the responsibility of the Deputy Manager under the General Conditions and delegates to the City Engineer the authority necessary to undertake those responsibilities under this Contract. The Director shall have supervisory responsibility over the Project Manager. Additionally, Contractor questions concerning the Plans and Technical Specifications shall be directed to:

**Denver Department of Public Works / Engineering Division,**

<u>Project Manager</u>	<u>Telephone</u>
Brandon Gainey	720-913-8815
Brett Hahnenkamp	720-865-2668

<u>Consultant</u>	<u>Name</u>	<u>Telephone</u>
A&P Mountain States, LLC	Cole Mayer	303-363-7101

**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 DEPUTY MANAGER/CITY ENGINEER**

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

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

**SC-8 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-9 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-10 WORKING HOURS AND SCHEDULE**

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

1. Work shall normally not be done on Saturdays, Sundays, City observed holidays, or outside of the daytime working hours which may be specified in the 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-11 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 Compliance Plan. If the proposed Subcontractor(s) are acceptable and the City, by letter to the Contractor, approves of the Subcontractor(s), the Contractor may enter into agreements with these parties. If any proposed Subcontractor(s) are not acceptable to the City, the Contractor must submit for City approval the names of substitute Subcontractors.
2. Each Subcontractor which the Contractor expects to perform Work must be accepted in writing by the Project Manager before the Subcontractor begins work. The acceptance or rejection of any proposed Subcontractor shall be at the Project Manager's sole discretion. The reasons the Project Manager may use for not accepting a Subcontractor include, but are not limited to, the following:
  - A. Default on a contract within the last five (5) years.
  - B. Default on a contract which required that a surety complete the contract under payment or performance bonds issued by the surety.
  - C. Debarment within the last five (5) years by a public entity or any organization which has formal debarment proceedings.
  - D. Significant or repeated violations of Federal Safety Regulations (OSHA).
  - 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.
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-12 PAYMENT PROCEDURE**

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

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

<u>Agency/Firm</u>	<u>Name</u>	<u>Telephone</u>
Public Works/Engineering Division	Brandon Gainey	720-913-8815
	Brett Hahnenkamp	720-865-2668

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

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

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

#### **SC-13 SCHEDULE OF VALUES FOR LUMP SUM SUBCONTRACTS**

Special 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-14 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. Reserved
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-15 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-16 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 to 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-17 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 Manager 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 Manager 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-18 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 or the City as lessee will be assigned to inspect and test the Work. These persons may perform any tests and observe the Work to determine whether or not designs, materials used, manufacturing and construction processes and methods applied, and equipment installed satisfy the requirements of the drawings and specifications, accepted Shop Drawings, Product Data and Samples, and the 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 forty-eight (48) hours after the occurrence.
3. When any unit of government or political subdivision, utility or railroad corporation is to pay a portion of the cost of the Work, its respective representatives shall have the right to inspect the Work. This inspection shall not make any unit of government or political subdivision, utility or railroad corporation a party to the Contract, and shall not interfere with the rights of either party.

**SC-19      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-20      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-21 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-22      RESERVED**

**SC-23      DISPOSAL OF NON-HAZARDOUS WASTE AT DADS**

In accordance with the Landfill Agreement made between the City and Waste Management of Colorado, Inc., 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-24      PROHIBITION ON USE OF CCA-TREATED WOOD PRODUCTS**

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

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

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

**SC-26      DEBARRED SUBCONTRACTORS PROHIBITED**

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

**SC-27      ATTORNEY’S FEES**

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-28      INSURANCE**

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

**1. General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

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

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

**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.

**6. Workers' Compensation/Employer's Liability Insurance:**

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

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

**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.

**9. Excess/Umbrella Liability:** Contractor shall maintain excess liability limits of \$3,000,000. Coverage must be written on a "follow form" basis. Any combination of primary and excess coverage may be used to achieve required limits.

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

**11. Contractors Pollution Liability:** Contractor shall maintain limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate. Policy to include bodily injury; property damage including loss of use of damaged property; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and clean up costs. Policy shall include a severability of interest or separation of

insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

**12. Additional Provisions:**

(a) For Commercial General Liability, Excess Liability and Contractors Pollution Liability the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are outside the limits of liability;
- (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(b) For claims-made coverage:

- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(c) 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.

**SC-29 TRADEMARKS, COPYRIGHTS AND PATENTED DEVICES, MATERIALS, AND PROCESSES**

The Contractor and the surety shall, at all times, defend, save harmless, and indemnify the City, its Officers, agents, and employees from and against all fees, royalties, demands, claims, or suits by reason of any infringement or alleged infringement of such patent rights, copyrights, trademark rights, intellectual property rights or artist's rights for software and copyrighted materials utilized for the Work; provided, however, the Contractor need not indemnify against the negligence of the City, its officers or employees. Contractor also shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. This obligation shall survive the termination of the Contract.

## EXHIBIT C



797 Ventura Street, Aurora, CO 80011

Project: Central Denver Recreation Center  
 Owner: City and County of Denver  
 Architect: Barker Rinker Seacat Architecture

Date: 06/29/15  
 Estimator: Cole Mayer  
 Project SF: 61,027  
 Duration in Months: 19.00  
 Estimate #: 50% DD

BP1GMP      REC

### Project Summary Sheet - Estimated Cost of the Work

		BP#1 GMP - 50% DD Estimate	BP#2 - 50% DD Estimate	Subtotal		
Division #0	Procurement and Contracting Requirements	\$276,563	\$599,802	876,365	\$14.36 /SF	3.8% of Direct Costs
Division #1	General Requirements	\$161,263	\$471,145	632,408	\$10.36 /SF	2.7% of Direct Costs
Division #2	Existing Conditions	\$61,853	\$0	61,853	\$1.01 /SF	0.3% of Direct Costs
Division #3	Concrete	\$647,936	\$592,657	1,240,593	\$20.33 /SF	5.4% of Direct Costs
Division #4	Masonry	\$0	\$1,205,355	1,205,355	\$19.75 /SF	5.2% of Direct Costs
Division #5	Metals	\$90,000	\$2,209,010	2,299,010	\$37.67 /SF	10.0% of Direct Costs
Division #6	Wood, Plastics, and Composites	\$0	\$273,512	273,512	\$4.48 /SF	1.2% of Direct Costs
Division #7	Thermal and Moisture Protection	\$0	\$825,470	825,470	\$13.53 /SF	3.6% of Direct Costs
Division #8	Openings	\$0	\$1,384,997	1,384,997	\$22.69 /SF	6.0% of Direct Costs
Division #9	Finishes	\$0	\$1,573,764	1,573,764	\$25.79 /SF	6.8% of Direct Costs
Division #10	Specialties	\$0	\$227,115	227,115	\$3.72 /SF	1.0% of Direct Costs
Division #11	Equipment	\$0	\$92,595	92,595	\$1.52 /SF	0.4% of Direct Costs
Division #12	Furnishings	\$0	\$147,480	147,480	\$2.42 /SF	0.6% of Direct Costs
Division #13	Special Construction	\$2,963,771	\$0	2,963,771	\$48.56 /SF	12.8% of Direct Costs
Division #14	Conveying Equipment	\$0	\$148,012	148,012	\$2.43 /SF	0.6% of Direct Costs
Division #21	Fire Suppression	\$0	\$297,219	297,219	\$4.87 /SF	1.3% of Direct Costs
Division #22	Plumbing	\$0	\$1,396,692	1,396,692	\$22.89 /SF	6.0% of Direct Costs
Division #23	Heating, Ventilating and Air Conditioning	\$409,081	\$1,575,089	1,984,169	\$32.51 /SF	8.6% of Direct Costs
Division #25	Integrated Automation	\$0	\$0	0	\$0.00 /SF	0.0% of Direct Costs
Division #26	Electrical	\$0	\$1,630,794	1,630,794	\$26.72 /SF	7.1% of Direct Costs
Division #27	Communications	\$0	\$147,654	147,654	\$2.42 /SF	0.6% of Direct Costs
Division #28	Electronic Safety and Security	\$0	\$177,394	177,394	\$2.91 /SF	0.8% of Direct Costs
Division #31	Earthwork	\$1,878,371	\$0	1,878,371	\$30.78 /SF	8.1% of Direct Costs
Division #32	Exterior Improvements	\$0	\$838,020	838,020	\$13.73 /SF	3.6% of Direct Costs
Division #33	Utilities	\$792,779	\$0	792,779	\$12.99 /SF	3.4% of Direct Costs
<b>Subtotal</b>		<b>\$7,281,617</b>	<b>\$15,813,775</b>	<b>\$23,095,392</b>	<b>\$378.45 /SF</b>	<b>100.0% of Project</b>
	Utility Tap & Devel. Fees	By Owner	By Owner	By Owner		
	Building Permit & Plan Review Fees	By Owner	By Owner	By Owner		
	Use Tax	N/A	N/A	N/A		
	Bidding Contingency	\$364,081	\$790,689	1,154,770	\$18.92 /SF	5% of Subtotal
	Construction Contingency	\$160,560	\$348,694	509,253	\$8.34 /SF	2% of Subtotal
	Builders Risk Insurance	\$19,828	\$43,061	62,889	\$1.03 /SF	0.25% of Project
	Comprehensive General Liability Insurance	\$81,391	\$176,761	258,152	\$4.23 /SF	1% of Costs
	Perform., Labor & Material Bond	\$44,282	\$96,169	140,451	\$2.30 /SF	0.56% of Project
	Escalation Allowance	\$119,276	\$259,037	378,314	\$6.20 /SF	1.50% of Project
	General Contractors Fee	\$218,061	\$360,029	578,090	\$9.47 /SF	
	Preconstruction Services	w/ Precon Ag.	w/ Precon Ag.	0	\$0.00 /SF	0.25% of Project
<b>Estimated Cost of Construction</b>						
	<b>50% DD</b>	<b>\$8,289,096</b>	<b>\$17,888,215</b>	<b>\$26,177,310</b>	<b>\$428.95 /SF</b>	<b>100.0% of Project</b>
	<b>Owner's Contingency</b>	<b>\$500,000</b>				
	<b>Bid Package 1 GMP Total</b>	<b>\$8,789,096</b>				

**Central Denver Recreation Center**  
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Item #	Description	Quantity	Unit	Total Unit	Notes / Comments / Clarifications	Total Cost
<b>Division 0 - General Conditions</b>						
00 72 00	<b>AIA General Conditions</b>					
1	BP#1 - General conditions of the contract	1.00	ls	\$276,563.00	per GC & Fee Matrix	\$276,563
3	Public services and development fees				Not Included - See Summary	\$0
<b>00 72 00 Total</b>						<b>\$276,563</b>
<b>Division 0 - General Conditions Total</b>						<b>\$276,563</b>
<b>Division 01 - General Requirements</b>						
01 14 00	<b>Work Restrictions</b>					
1	BP#1 - GMP					
2	Traffic & Pedestrian Control Signage for ROW closures	509.00	days	\$25.00		\$12,725
3	Reconfigure, setup/takedown Warning Signage	407.20	hrs	\$42.63		\$17,358
4	Off-hours work				Not Included	\$0
5	Site access requirements - offsite staging				Not Included	\$0
6	ROW Closure Permit Fees - sidewalks and traffic lane				Not Req'd per Brett H. email & discussion 11/5	\$0
<b>01 14 00 Total</b>						<b>\$30,083</b>
01 33 00	<b>Submittals</b>					
1	Delivery costs / messenger services				GC's	\$0
2	Reproduction costs	20.00	ea	\$200.00		\$4,000
<b>01 33 00 Total</b>						<b>\$4,000</b>
01 45 00	<b>Quality Control</b>					
1	Independent testing				By Owner	\$0
2	Soil compaction tests				By Owner	\$0
3	Concrete tests				By Owner	\$0
4	Steel weld test / inspections				By Owner	\$0
<b>01 45 00 Total</b>						<b>\$0</b>
01 51 00	<b>Temporary Facilities</b>					
2	Recycling Signage on All Dumpsters for LEED Recycling Program	1.00	ls	\$400.00		\$400
3	Traffic & Pedestrian Control Plan Development	1.00	sub	\$380.00		\$380
4	Jersey Barriers Along Street Work - Rental	376.00	lf	\$75.00		\$28,200
5	Jersey Barriers - delivery, setup/takedown	1.00	ls	\$4,190.00		\$4,190
6	Right Lane Closure at Josephine Street	30.00	days	\$400.00		\$12,000
7	Weather Protection	1.00	allow	\$65,000.00	Moved from General Conditions	\$65,000
8	Snow removal	1.00	allow	\$7,000.00	Moved from General Conditions	\$7,000

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Item #	Description	Quantity	Unit	Total Unit	Notes / Comments / Clarifications	Total Cost
01 51 00	9 Dumpsters	22.00	ea	\$455.00	Avg unit cost used (overweight dumpsters are more)	\$10,010
	19 Hoists				By Trade / Division	\$0
	20 Const. aids and misc. services				N/A	\$0
	21 Temp. enclosures for dust protection & entry				By Demo Sub	\$0
	22 Barricades and warning lights				By Division	\$0
	23 Environmental protection				Division 2	\$0
	24 Exit enclosure for existing exits				Not Included	\$0
	25 Temporary heating, cooling and ventilating				By Trade	\$0
<b>01 51 00 Total</b>						<b>\$127,180</b>
01 54 00	<b>Construction Aids</b>					
	1 Temporary elevators				N/A	\$0
	2 Temporary hoists				N/A	\$0
<b>01 54 00 Total</b>						<b>\$0</b>
<b>Division 01 - General Requirements Total</b>						<b>\$161,263</b>
<b>Division 2 - Existing Conditions</b>						
02 41 00	<b>Demolition</b>					
	1 Building Demolition				Not Included	\$0
<b>02 41 00 Total</b>						<b>\$0</b>
02 21 00	<b>Surveys</b>					
	1 BP#1 - Surveying					\$0
	2 Site Surveying	1.00	sub	\$57,076.00		\$57,076
	3 Horizontal & vertical control	1.00	ls		Included	\$0
	4 Building corners	1.00	ls		Included	\$0
	5 Verify overlot grading	1.00	ls		Included	\$0
	6 Overlot grading	1.00	ls		Included	\$0
	7 Utilities	1.00	ls		Included	\$0
	8 Sidewalks	1.00	ls		Included	\$0
	9 Curb & gutter	1.00	ls		Included	\$0
	10 Misc. concrete pads	3.00	ea	\$500.00		\$1,500
	11 Bluetop asphalt paving	1.00	ls		Included	\$0
	12 Drilled piers	1.00	ls		Included	\$0
	13 Light pole bases	12.00	ea	\$47.00		\$564
	14 Tree grates/bike racks/benches, all other site amenities	15.00	ea	\$100.00		\$1,500
	15 Fencing	1.00	ls		Included	\$0
	16 Retaining walls				N/A	\$0

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Item #	Description	Quantity	Unit	Total Unit	Notes / Comments / Clarifications	Total Cost
02 21 00	17 Interior wall layout				By Trade	\$0
	18 Misc. staking	1.00	ls	\$1,212.80		\$1,213
	19 Re-stake original layout 20%	1.00	ls		Included	\$0
	20 Certified improvement survey				N/A	\$0
<b>02 21 00 Total</b>						<b>\$61,853</b>
<b>Division 2 - Existing Conditions Total</b>						<b>\$61,853</b>
<b>Division 03 - Concrete</b>						
03 11 00	<b>Concrete Forming</b>					
	1 FORMWORK				Included	\$0
	Assuming Grade Beams on Drilled Piers (Drilled Piers in Div. 31)					
	2				Included	\$0
	3 BP#1 - Foundation Walls - Rec Center				Below	\$0
	4 Formwork for foundations	1.00	sub	\$545,000.00		\$545,000
	5 Pier Caps - 3'-0"w sq x 3'-0"h	44.00	ea		Included	\$0
	6 Elev Pit Slab - 36"th	100.00	sf		Included	\$0
	7 GB (int) - 12"th x 36"th	580.00	lf		Included	\$0
	8 Elev Pit Walls - 12"th x 5'h	34.00	lf		Included	\$0
	9 GB (ext) - 1-2"th x 7'-4"h (detail 3220)	172.00	lf		Included	\$0
	10 GB (ext) - 1-2"th x 10'-4"h (detail 3220)	46.00	lf		Included	\$0
	11 GB (ext) - 1-2"th x 12'-4"h (detail 3220)	206.00	lf		Included	\$0
	12 GB (ext) - 1-2"th x 17'-4"h (detail 3220)	146.00	lf		Included	\$0
	13 GB (ext) - 1-2"th x 3'-4"h (detail 3221)	206.00	lf		Included	\$0
	14 GB@Pool, 2'-0" x 2'-0"	285.00	lf		Included	\$0
	15 GB@Pool, 3'-0" x 3'-0"	379.00	lf		Included	\$0
	16 Pump Pit - labor and material	1.00	allow	\$45,000.00		\$45,000
	17 Surge Tank for Competition Pool - labor and material	1.00	allow	\$25,000.00		\$25,000
	18 Surge Tank for Leisure Pool - labor and material				N/A	\$0
	19 Runnout Tank for waterslide - labor and material				w/ Waterslide	\$0
	20 Waterslide Foundations				w/ Waterslide	\$0
	21 A&P's Concrete Foreman	2.00	mths	\$8,833.20		\$17,666
	22 Reinforcing Steel - Material	43.88	tons		Included	\$0
	23 Reinforcing Steel - labor	43.88	tons		Included	\$0
	24 Unloading, moving rebar	2.00	mths	\$2,500.00		\$5,000
	25 Void Form for GB - material	1.00	ls		Included	\$0
	26 Void Form for GB - labor	1.00	ls		Included	\$0
	27 Concrete Material	680.45	cy		Included	\$0
	28 Additives for concrete	680.45	cy		Included	\$0

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Item #	Description	Quantity	Unit	Total Unit	Notes / Comments / Clarifications	Total Cost
03 11 00	29 Pumping	680.45	cy		Included	\$0
	30 Short load/off hour deliveries	680.45	cy		Included	\$0
	31 Concrete accessories	680.45	cy		Included	\$0
	32 Concrete blankets	2054.00	lf	\$5.00		\$10,270
<b>03 11 00 Total</b>						<b>\$647,936</b>
<b>03 30 05</b>	<b>Concrete Materials</b>					
	1 Sitework - Gray concrete				w/ Site Conc	\$0
	2 Caissons				W/ Caissons	\$0
	3 Pier caps, footings, column pads, grade beams, columns - material				w/ Foundations	\$0
	4 SOV - material				w/ Slabs	\$0
	5 SOD - material				w/ Slabs	\$0
	6 Short load/off hour deliveries				w/ Conc	\$0
	7 Fibermesh				w/ Conc	\$0
	8 Additives for concrete flatwork				w/ Conc	\$0
	9 CONCRETE PUMP, fnd & slabs				w/ Conc	\$0
<b>03 30 05 Total</b>						<b>\$0</b>
<b>Division 03 - Concrete Total</b>						<b>\$647,936</b>
<b>Division 5 - Steel</b>						
<b>05 12 00</b>	<b>Structural Steel</b>					
	1 BP#1 GMP - Steel				Below	\$0
	2 Allowance to release steel fabricator for shop drawings & detailing	1.00	allow	\$90,000.00		\$90,000
<b>05 12 00 Total</b>						<b>\$90,000</b>
<b>05 90 00</b>	<b>Steel Erection &amp; Coordination</b>					
	1 Steel Erection				w/ Steel Above	\$0
<b>05 90 00 Total</b>						<b>\$0</b>
<b>Division 5 - Steel Total</b>						<b>\$90,000</b>
<b>Division 6 - Carpentry</b>						
<b>06 18 00</b>	<b>Glu-Laminated Construction</b>					
	1 Glu-Lam Construction				Not Included	\$0
<b>06 18 00 Total</b>						<b>\$0</b>

**Central Denver Recreation Center**  
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Item #	Description	Quantity	Unit	Total Unit	Notes / Comments / Clarifications	Total Cost
<b>Division 6 - Carpentry Total</b>						<b>\$0</b>
<b>Division 10 - Specialities</b>						
10 11 16	<b>Marker Boards</b>					
	1 Markerboards or Display boards				Not Included	\$0
<b>10 11 16 Total</b>						<b>\$0</b>
10 12 00	<b>Display Cases</b>					
	1 Display Cases				Not Included	\$0
<b>10 12 00 Total</b>						<b>\$0</b>
<b>Division 10 - Specialities Total</b>						<b>\$0</b>
<b>Division 13 - Special Construction</b>						
13 11 00	<b>Swimming Pool</b>					
	1 Swimming Pool/Aquatics	1.00	ls		Below	\$0
	2 Concrete/Pneumatically applied concrete pool structures	1.00	ls		Included	\$0
	3 Competitive/Lap Pool - 8 lane, 25 yd pool (60'W x 75'-1"L)	1.00	ls	\$1,120,372.80		\$1,120,373
	4 Parapet gutter at starting & turning ends and rimflow on sides				Not indicated on plans or details.	\$0
	5 Source capture system				N/A	\$0
	6 Diving board, one meter spring boards and towers at deep end	2.00	ea		Included	\$0
	7 Excavation/Backfill of pool structure				Moved to Earthwork	\$0
	8 Competitive Timing System, 8-lane, with numeric scoreboard & touch pads	1.00	ls		Included	\$0
	9 Pool Cover & storage reel for Lap Pool				Not indicated on plans or scope.	\$0
	10 Starting blocks with anchors	1.00	ls		Included	\$0
	11 Lane lines, floating with storage reel and cover	1.00	ls		Included	\$0
	12 Backstroke pennant flag lines	1.00	ls		Included	\$0
	13 Recall rope with stanchions and anchors	1.00	ls		Included	\$0
	14 Leisure Pool, 3,100 sqft of water surface area	1.00	ls	\$813,050.00		\$813,050
	15 Skimmer recirculation	1.00	ls		Included	\$0
	16 Source capture system				N/A	\$0
	17 Excavation/Backfill of pool structure				w/ Earthwork	\$0
	18 Lap lanes, 3 each	1.00	ls		Included	\$0
	19 Water Slide, runout decel lane - approx. 18'h flume and 126 lf	1.00	ls	\$338,350.00		\$338,350
	20 Conc slide tower	1.00	ls		Included	\$0
	21 Foundation for slide and tower	1.00	ls	\$20,200.00		\$20,200



**Central Denver Recreation Center**  
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Item #	Description	Quantity	Unit	Total Unit	Notes / Comments / Clarifications	Total Cost
13 11 00	22 Conc runnout tank for waterslide	1.00	ls		Included	\$0
	23 Interactive play features	1.00	allow	\$222,200.00		\$222,200
	24 Pool Cover for Leisure Pool				Not indicated on plans or scope.	\$0
	25 Current Channel	1.00	ls		Included	\$0
	26 Zero-depth entry	1.00	ls		Included	\$0
	27 Pump Pit in Pool Mech Room				w/ Concrete	\$0
	28 Surge Tank for Leisure Pool - labor and material				Not required for skimmer recirc	\$0
	29 Surge Tank for Lap Pool - labor and material				w/ Concrete	\$0
	30 Exhaust system at surge tank	1.00	ls	\$5,555.00		\$5,555
	31 Access hatch and ladder rungs for conc tanks	1.00	ls	\$2,800.00		\$2,800
	32 Underground and above ground swimming pool piping	1.00	allow	\$354,510.00		\$354,510
	33 FRP hair/lint strainers	1.00	ls		Included	\$0
	34 Recirculation pumps	1.00	ls		Included	\$0
	35 Regenerative media filtration system	1.00	ls		Included	\$0
	36 UV disinfection system	1.00	ls		Included	\$0
	37 Heating: pool boilers	1.00	ls		Included	\$0
	38 Chemical controllers	1.00	ls		Included	\$0
	39 Chemical feed pumps	1.00	ls		Included	\$0
	40 Quartz aggregate plaster finish	1.00	ls		Included	\$0
	Tile to include: water line, lane lines, wall targets, depth					
	41 markers	1.00	ls		Included	\$0
	42 Deck Equipment	1.00	ls		Included	\$0
	43 Swimming Pool Safety Equipment	1.00	ls		Included	\$0
	44 Swimming Pool Maintenance Equipment	1.00	ls		Included	\$0
	45 ADA pool lift with anchor	1.00	ea		Included	\$0
	46 Grab rails and hand rails associated with pool	1.00	ls		Included	\$0
	47 Conc housekeeping pads for pool equipment, pumps	800.00	sf	\$6.00		\$4,800
	48 Pool, MEP coordination, layout	7.00	mths	\$4,156.80		\$29,098
	49 Electrical interlocking of pool equipment				w/ Elec	\$0
	50 Commissioning, start-up and owner training	1.00	ls		Included	\$0
	51 Permit, Dept of Health	1.00	ls	\$1,500.00		\$1,500
	52 Motor starters, disconnects and VFD's	7.00	ea	\$5,772.15		\$40,405
	53 Water to fill pools, 1 time for testing	318420.00	gal	\$0.03		\$9,553
	54 Caulking at perimeter	551.00	lf	\$2.50		\$1,378
	55 Lifeguard chairs				FF&E per WTI's RFI Response	\$0
<b>13 11 00 Total</b>						<b>\$2,963,771</b>
<b>Division 13 - Special Construction Total</b>						<b>\$2,963,771</b>

**Central Denver Recreation Center**  
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Item #	Description	Quantity	Unit	Total Unit	Notes / Comments / Clarifications	Total Cost
<b>Division 23 - HVAC</b>						
<b>23 00 00</b>	<b>Heating, Ventilating and Air Conditioning</b>					
1	BP#1 - Pool Dehumidification Units - Rec Center				Below	\$0
2	PDU-1 & 2 - purchase of equipment only	1.00	ls	\$409,080.64		\$409,081
3	Air flow measuring station on exhaust air (237301.2.01)	1.00	ls		Included	\$0
4	Warranty - 4 yr on drive line and 10 yr on gas fired heat exch	1.00	ls		Parts warranty only	\$0
5	Owner training - 1/2 day	1.00	ls		Included	\$0
6	Labor to install with HVAC System Below				w/ HVAC	\$0
7	Hoisting for PDU's				w/ HVAC	\$0
<b>23 00 00 Total</b>						<b>\$409,081</b>
<b>Division 23 - HVAC Total</b>						<b>\$409,081</b>
<b>31</b>						
<b>31 00 00</b>	<b>Earthwork</b>					
1	Earthwork	1.00	sub	\$596,836.24		\$596,836
2	Mobilization	1.00	ls		Included	\$0
3	Sawcut and dispose of existing Asphalt	44820.00	sf		Included	\$0
4	C & G	525.00	lf		Included	\$0
5	Remove and dispose of existing concrete wall	1.00	ls		Included	\$0
6	Sidewalk/Concrete pavement	7100.00	sf		Included	\$0
7	Light Pole bases	1.00	ea		Included	\$0
8	Medium/Large trees including stumps	3.00	ea	\$615.00	City requires registered tree removal company	\$1,845
9	Remove existing debris	1.00	ls		Included	\$0
10	Remove existing chainlink fencing	930.00	lf		Included	\$0
11	Rock Demo				Not Anticipated at this time	\$0
12	Blasting				Not Anticipated at this time	\$0
13	Rock removal per ton				Not Anticipated at this time	\$0
14	Traffic control	3.00	day		Included	\$0
15	Vermin removal				Not Anticipated at this time	\$0
16	Pothole or utility locates for existing utilities needed for other trades	1.00	ls	\$5,000.00		\$5,000
17	Strip topsoil and stockpile onsite	300.00	cy		Included	\$0
18	Overlot grading	263.00	cy		Included	\$0
19	Mass Excavation and export of soils	12290.00	cy		Included	\$0
20	Shoring excavation support	3575.00	sf		Included	\$0
21	Remove and dispose top 3' shoring	140.00	lf		Included	\$0
22	Moisture treat & compact, 3' depth, under SOG to 95%	1.00	ls		Included	\$0
23	Moisture treat & compact, 3' depth, under site walls to 95%	1.00	ls		Included	\$0

**Central Denver Recreation Center**  
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Item #	Description	Quantity	Unit	Total Unit	Notes / Comments / Clarifications	Total Cost
<b>31 00 00</b>	24 Backfill Pool subgrade after caissons				Included	\$0
	25 Place 12" gravel and filter fabric at pool slab	11426.00	sf		Included	\$0
	26 Backfill with treated onsite material at pool walls	1550.00	cy		Included	\$0
	27 Import / backfill with treated onsite material at foundation	2000.00	cy		Included	\$0
	28 Temp excavation support ramp	1.00	ea		Included	\$0
	29 Load / export/ dispose pier spoils	1.00	ls		Included	\$0
	30 Building foundation excavation and backfill	1.00	ls		Included	\$0
	31 Site wall excavation and backfill	670.00	lf		Included	\$0
	32 Site seat wall excavation and backfill	70.00	lf		Included	\$0
	33 Place 10 mil Steggo vapor barrier under SOG sand (1" sand, VP, 3" sand)	32041.30	sf	\$0.30	Excluded by Earthwork Sub	\$9,612
	34 Rough grade for asphalt, site concrete, & landscape	96514.00	sf		Included	\$0
	35 Import an place topsoil	1.00	ls		Included	\$0
	36 Haul off concrete spoils	47.00	cy	\$47.00		\$2,209
	37 Hand excavation	96.00	hr	\$54.54		\$5,236
	38 Protection of layout and replcm't as needed	1.00	ls	\$1,704.00		\$1,704
<b>31 00 00 Total</b>						<b>\$622,442</b>
<b>31 25 00</b>	<b>Erosion and Sedimentation Controls</b>					
	1 Erosion Control	1.00	sub	\$89,000.00	89000	\$89,000
	2 Vehicle tracking gravel 8" - 20' x 50'	1.00	ls		Included	\$0
	3 Silt fence around site	1482.00	lf		Included	\$0
	4 Additional silt fence for stockpiles	100.00	lf		Included	\$0
	5 Inlet filters	8.00	ea		Included	\$0
	6 Replacement of inlet filters as needed	9.00	ea	\$285.00		\$2,565
	7 Protect excavations from run-off	1.00	ls		Included	\$0
	8 Remove sediment deposits after run-off	1.00	ls		Included	\$0
	9 Install concrete washout pit	1.00	ls		Included	\$0
	10 Road base/gravel at compound & staging area 6" deep	6000.00	sf		Included	\$0
	11 Maintain erosion control during proj	1.00	ls		Included	\$0
	12 Engineered stormwater management permit (Good for 1 year)	2.00	ea	\$750.00		\$1,500
	13 Engineered stormwater management engineering	1.00	ls	\$3,500.00		\$3,500
	14 Refresh vehicle tracking pad during construction	5.00	ea	\$400.00		\$2,000
	15 Remove vehicle tracking pad prior to asphalt	1.00	ea	\$1,200.00		\$1,200
	16 Concrete washout, maintenance, clean-up	7.00	mth	\$2,400.00		\$16,800
	17 Water truck for dust control				w/ Earthwork	\$0
	18 Street cleaning as needed	9.00	day	\$300.00		\$2,700
	19 Winter control/protection				N/A	\$0
	20 Snow/frost/mud/water removal				N/A	\$0

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Item #	Description	Quantity	Unit	Total Unit	Notes / Comments / Clarifications	Total Cost
31 25 00	21	Truck wash-off location (excavate/backfill pit & set precast grate)			Not Anticipated at this time	\$0
	22	Erosion control blanket			Not Anticipated at this time	\$0
	23	Haybales			Not Anticipated at this time	\$0
		Check dams			Not Anticipated at this time	\$0
<b>31 25 00 Total</b>						<b>\$119,265</b>
<b>31 41 00</b>	<b>Shoring</b>					
	1	Temporary Shoring	1.00	sub	\$122,527.50	\$122,528
	2	Mobilization	1.00	ls		Included \$0
	3	Temporary soil nail wall along Josephine and a portion of Colfax	3850.00	sf		Included \$0
	4	Temporary soil nail wall along east side of pool	1000.00	sf		Included \$0
	5	Engineered drawings	1.00	ls		Included \$0
	6	Permit	1.00	ls	\$1,500.00	\$1,500
<b>31 41 00 Total</b>						<b>\$124,028</b>
<b>31 09 13</b>	<b>Dewatering</b>					
	1	Materials Management Plan:	1.00	ls		All scope related to dewatering are an allowance. \$0
	2	Project specific pollution insurance coverage	1.00	ls	\$47,000.00	Refer to Scope of Work Allowance for more info. \$47,000
	3	Environmental consulting work	1.00	ls		Below \$0
	4	Environmental summary / risk review	1.00	ls	\$4,725.00	\$4,725
	5	Ground water samplings, 2 per well	1.00	ls	\$4,095.00	\$4,095
	6	Remediation activities discharging to surface water permit	1.00	ls	\$1,825.00	\$5,000 paid by Purchase Order from City \$1,825
	7	Remediation activities management plan prep and submittal	1.00	ls	\$4,725.00	\$4,725
	8	Drill and install piezometers for monitoring ground water levels during dewatering				Assuming use exist monitoring wells \$0
	9	Environmental Monitoring Compliance Sampling	1.00	ls		Below \$0
	10	Weekly discharge water sampling (effluent only)	24.00	ea	\$1,254.75	\$30,114
	11	Weekly discharge water sampling (influent only)	4.00	ea	\$682.50	\$2,730
	12	Quarterly discharge water sampling (influent only)	1.00	ea	\$1,044.75	\$1,045
	13	Data compilation of weekly test reports	24.00	ea	\$204.75	\$4,914
	14	Discharge monitoring report prep & submittal	4.00	ea	\$551.25	\$2,205
	15	Environmental support as needed	1.00	ls	\$5,250.00	\$5,250
	16	Drilling for future monitoring wells				By City \$0
	17	All wells that are in the way of the structure will be decommissioned by City				By City \$0
	18	Dewatering				Below \$0
	19	Delivery, hauling & pick-up for dewatering equipment	1.00	ls	\$4,929.00	\$4,929
	20	Installation, removal and services	1.00	ls	\$29,462.00	\$29,462

**Central Denver Recreation Center**  
Detailed Cost Estimate and Budget Control Document  
Bid Package #1 - GMP

Item #	Description	Quantity	Unit	Total Unit	Notes / Comments / Clarifications	Total Cost
<b>31 09 13</b>	21 Monthly rental of equipment	6.00	mth	\$26,120.00		\$156,720
	22 Sales items - consumables	1.00	ls	\$36,124.00		\$36,124
	23 Additional carbon & sand to deal with potential shortened life span of filter materials	1.00	ls	\$1,576.00		\$1,576
	24 Test carbon and potentially dispose of as hazardous materials (allow 2,200 lbs)	1.00	ls	\$4,400.00		\$4,400
	25 Emerg standby generator to be used if power is out				May be able to wire to site power if available	\$0
	26 Daytime manning for 1 man & truck, 14 hours, first 7 day shake out	7.00	days	\$1,260.00		\$8,820
	27 Nighttime manning, 2 men & truck, 14 hours first 7 day shake out	7.00	days	\$1,960.00		\$13,720
	28 Nighttime manning & weekend manning for 1 man & truck, 10 hrs/day for 25 weeks - 2 days per week (8 hours on site & 2 hours drive time) - intention is to have someone monitor it overnight one day during the week and one of the weekend nights to have intermittent inspections of operation & to make sure all filters are maintained regularly	500.00	hrs	\$90.00		\$45,000
	29 Maintenance time & materials for every 250 hrs of operation	17.00	ea	\$360.00		\$6,120
	30 Fuel consumption on generators (assumed 168 hrs out of the 6 month period at 1.5 gallons per hour)	252.00	gal	\$3.25	May be able to wire to site power if available	\$819
	31 Chemical injection with sodium hypochlorite (materials provided by Environmental Consultant to the dewatering sub. Injection to take place during scheduled visits per above)	1.00	ls	\$250.00	Service must be provided by City	\$250
	32 Treatment and disposal of bore hole flush water, waste fluids, cuttings	38.50	yards	\$20.00		\$770
	33 Excavator to deal with residual perched water in clay layers	1.00	ls	\$2,000.00		\$2,000
	34 Surveying to locate components of system	1.00	ls	\$1,200.00		\$1,200
	35 Heat trace & electrical consumption for exposed dewatering lines	1.00	ls	\$3,000.00		\$3,000
	36 120 volt service & tank heaters	1.00	ls		Included	\$0
	37 Asbestos Awareness Training for Supt, PM, & PE	1.00	ls	\$1,500.00		\$1,500
	38 Contingency on Environmental Work & Dewatering Process- 10%	0.10	%	\$425,037.75		\$42,504
<b>31 09 13 Total</b>						<b>\$467,542</b>
<b>31 63 29</b>	<b>Drilled Concrete Piers</b>					
	1 BP#1 - Rec Center				Below	\$0
	2 Drilled Piers for Recreation Center & Pools	1.00	ls	\$515,000.00		\$515,000
	3 Mobilization	1.00	ls		Included	\$0
	4 P1 - 18" dia @ Rec Center Foundation	30.00	ea		Included	\$0

**Central Denver Recreation Center**  
Detailed Cost Estimate and Budget Control Document  
Bid Package #1 - GMP

Item #	Description	Quantity	Unit	Total Unit	Notes / Comments / Clarifications	Total Cost
<b>31 63 29</b>	5 P1 - 18" dia @ Pools	129.00	ea		Included	\$0
	6 P2 - 24" dia	31.00	ea		Included	\$0
	7 P3 - 48" dia	12.00	ea		Included	\$0
	8 Drilling through overburden for piers at lap pool deep end	360.00	lf	\$9.00		\$3,240
	9 Drill & epoxy dowels for piers drilled through overburden	160.00	ea	\$70.00		\$11,200
	10 Piers to support pool deck on PL110				See Add Alternates	\$0
	11 Casing for drilled piers				See Add Alternates	\$0
	12 Hole protection	202.00	ea	\$25.25		\$5,101
	13 Hoist rebar cages in hole	202.00	ea		Included	\$0
	14 Sonotube @ top of pier 24" - material	606.00	lf	\$3.75		\$2,273
	15 Arcvoid for piers	202.00	ea	\$29.00		\$5,858
	16 Install arcvoid for piers	202.00	ea	\$12.00		\$2,424
	17 Labor to pour caissons	1.00	ls		Included	\$0
	18 Move spoils to central stockpile	794.40	cy		Included	\$0
	19 Rebar material	92.17	tns		Included	\$0
	20 Install rebar	92.17	tns		Included	\$0
	21 Concrete Material	794.40	cy		Included	\$0
	22 Concrete pump	25.25	days		Included	\$0
	23 Concrete accessories	202.00	ea		Included	\$0
<b>31 63 29 Total</b>						<b>\$545,095</b>
<b>31 Total</b>						<b>\$1,878,371</b>
<b>33</b>						
<b>33 10 00</b>	<b>Water Utilities</b>					
	1 Water Utilities	1.00	sub	\$347,858.77		\$347,859
	2 Pothole and utility locate for water service connections	1.00	ls		Included	\$0
	3 8" PVC water line	323.00	lf		Included	\$0
	4 8" fittings	3.00	ea		Included	\$0
	5 8" Gate valve	1.00	ea		Included	\$0
	6 Fire Hydrant complete with 8" Tee	1.00	ea		Included	\$0
	7 Fire Hydrant complete with 12" Tee	2.00	ea		Included	\$0
	8 12"x8" cut in tee	1.00	ea		Included	\$0
	9 Cut in 12" gate valve	2.00	ea		Included	\$0
	10 1" irrigation stub	78.00	lf		Included	\$0
	11 1.5" waterline	41.00	lf		Included	\$0
	12 3" domestic water service (with meter)	1.00	ls		Included	\$0
	13 4" fireline	38.00	lf		Included	\$0
	14 6" Fireline to first flange inside building	102.00	lf		Included	\$0

**Central Denver Recreation Center**  
Detailed Cost Estimate and Budget Control Document  
Bid Package #1 - GMP

Item #	Description	Quantity	Unit	Total Unit	Notes / Comments / Clarifications	Total Cost
<b>33 10 00</b>						
15	Cut and cap existing domestic services at main	2.00	ea		Included	\$0
16	Cut and cap existing fireline at main	1.00	ea		Included	\$0
17	Remove existing main	25.00	lf		Included	\$0
18	Flow fill	520.00	cy		Included	\$0
19	Export trench spoils				Included	\$0
20	Chlorine & pressure test				Included	\$0
21	Asphalt Utility patching	1.00	ls		Included	\$0
22	Concrete utility patching	1.00	ls		Included	\$0
23	Barricades/traffic control	15.00	days		Included	\$0
<b>33 10 00 Total</b>						<b>\$347,859</b>
<b>33 30 00</b>	<b>Sanitary Sewerage Utilities</b>					
1	Sanitary Sewer Utilities	1.00	sub	\$42,924.35		\$42,924
2	Pothole and utility locate for sanitary sewer service	1.00	ls		Included	\$0
3	4" SDR 35	21.00	lf		Included	\$0
4	8" SDR 35	90.00	lf		Included	\$0
5	4" Cleanouts	1.00	ea		Included	\$0
6	8" connect to existing main	1.00	ea		Included	\$0
7	Flow fill	1.00	ls		Included	\$0
8	48" dia manhole	1.00	ea		Included	\$0
9	Remove and replce curb and gutter	40.00	lf		Included	\$0
10	Remove and replace pavement	150.00	sf		Included	\$0
11	Export trench spoils	1.00	ls		Included	\$0
12	Barricades/traffic control	4.00	day		Included	\$0
<b>33 30 00 Total</b>						<b>\$42,924</b>
<b>33 40 00</b>	<b>Storm Drainage Utilities</b>					
1	Storm Drain Utilities	1.00	sub	\$374,766.42		\$374,766
2	Mobilization	1.00	ea		Included	\$0
3	12" CL III RCP	47.00	lf		Included	\$0
4	15" CL III RCP	176.00	lf		Included	\$0
5	18" CL III RCP	230.00	lf		Included	\$0
6	8" SDR-35 Storm sewer with fittings	242.00	lf		Included	\$0
7	6" SDR-35 Storm sewer with fittings	489.00	lf		Included	\$0
8	6" landscape drain	480.00	lf		Included	\$0
9	48" dia manhole	1.00	ea		Included	\$0
10	60" dia manhole	3.00	ea		Included	\$0
11	Type R 5' inlet	1.00	ea		Included	\$0
12	Type C inlet w/ grate	3.00	ea		Included	\$0

**Central Denver Recreation Center**  
Detailed Cost Estimate and Budget Control Document  
Bid Package #1 - GMP

Item #	Description	Quantity	Unit	Total Unit	Notes / Comments / Clarifications	Total Cost
<b>33 40 00</b>	13 15" Nyloplast inlet	1.00	ea		Included	\$0
	14 12" Nyloplast inlet	4.00	ea		Included	\$0
	15 Tie into existing structure	1.00	ea		Included	\$0
	16 Remove existing inlet	1.00	ea		Included	\$0
	17 Underground Stormtech SC-740 detention system	1.00	ls		Included	\$0
	18 4" slotted rain garden underdrain pipe	320.00	lf		Included	\$0
	19 30 mil pvc geomembrane liner and filter media	5981.00	sf		Included	\$0
	20 Export trench spoils	1.00	ls		Included	\$0
	21 Inlet protection	9.00	ea	\$285.00		\$2,565
	22 Locate existing utilities	1.00	ls		Included	\$0
	23 Flowfill	1.00	ls		Included	\$0
	24 Concrete utility patching	150.00	sf		Included	\$0
	25 Barricades/traffic control	5.00	day		Included	\$0
<b>33 40 00 Total</b>						<b>\$377,331</b>
<b>33 46 00</b>	<b>Subdrainage</b>					
	1 Building perimeter drainage system	1.00	sub	\$24,664.50		\$24,665
	2 - 4" pipe filter fabric and gravel				Included	\$0
	3 Building under drainage system				Not Included	\$0
<b>33 46 00 Total</b>						<b>\$24,665</b>
<b>33 Total</b>						<b>\$792,779</b>
<b>Grand Total</b>						<b>\$7,281,617</b>



## **Dewatering & Environmental Assumptions, Qualifications & Clarifications for GMP dated June 4<sup>th</sup>, 2015**

### **Central Denver Recreation Center – A&P Job #6992**

1. This GMP proposal assumes that no ACM (Asbestos Containing Materials) are present on the site regardless of the reference in the MMP (Materials Management Plan) indicating the potential of ACM in the area generally identified as the Dog Park. Any ACM remediation or removal is excluded from the GMP. Any ACM encountered would be considered a differing site condition under the terms of the contract and procedures followed would be in compliance with the MMP Responsibility Matrix and notice provisions in the contract.
2. The GMP does not include any costs for hazardous waste removal or remediation, or any demobilization or remobilization associated with hazardous waste discovery, if any is required.
3. A&P has directed our proposed Environmental firm, ERM, and our proposed dewatering firm, Rain for Rent, to assume a flow rate of 20 GPM based on information provided by the City's Groundwater Geologist firm (Kumar & Associates), and which is consistent with ERM's experience in the area. The GMP, the permit applications, and the dewatering system have been designed around this flow rate, which could accommodate no more than 2 influent events of up to 50 GPM continuing for no more than 6 hours without requiring a significant redesign of the dewatering system and an increase in the GMP.
4. A&P has included a project specific pollution liability policy in the GMP which will cover the entire project including A&P and the Subcontractors. The GMP includes \$47,000 for this policy. Should no claims arise during the construction period, warranty period or Statute of Limitations, any deductible cost not consumed due to claims associated with the pollution coverage can be refunded to the City.
5. A&P has assumed that the dewatering permit can be secured within 6 weeks of submittal of the Application which will be submitted within 2 weeks of the Notice to Proceed issued by the City for the first Phase of work. A&P will use the services of ERM for filling out the application and assisting with securing this State permit with the CDPHE.
6. A&P has assumed that the dewatering system will need to be in operation 24 hours per day, 7 days per week, from mid-November of 2015 through mid-May of 2016. This is based on the need to have it in operation for approximately 2 weeks to tune the filtering/treatment process before full excavation can commence below the water table. The system has been assumed to be in place after this tuning process from the time the excavation commences for the pool surge tank and pool pump pit being constructed by the foundation contractor until the lap pool underground piping is installed, mat slab is poured, pool walls are poured and the walls are backfilled above the water table by the aquatics subcontractor.
7. A&P has assumed the water table will not vary materially from the approximate 15' depth from the south end grade that was indicated by the geotechnical report provided by Kumar & Associates.
8. A&P has assumed that two of the currently existing monitoring wells can be utilized as piezometers during the dewatering period for taking measurements of the depth to the water table if coordinated with the City. No costs for constructing new piezometers has been included in the GMP.
9. A&P has assumed that all work associated with decommissioning existing groundwater monitoring wells will be performed by a 3<sup>rd</sup> party working directly for the City. A&P has assumed that construction of new groundwater monitoring wells will be constructed to State standards by a 3<sup>rd</sup> party working directly for the City and A&P's only involvement would be incorporating any of these wells into the slabs of the building. That could entail constructing a concrete vault that gives a secure space for the top of the

monitoring well pipe and the locking cap that gets installed on the top of it. A&P has assumed that these construction details will be provided by the Architect of Record as part of the final design on the contract documents, should a vault be needed for the wells. The cost for monitoring well vaults is not included in the GMP estimate for Phase I, but would become a part of the Phase II GMP estimate if those are included in the final design of the facility. The slab on grade work is part of Phase II and that is when the wells would need to be coordinate with design and construction.

10. A&P has assumed that the MMP Responsibility Matrix will govern over any discrepancies that exist within the MMP as to responsibilities that are either delineated in the MMP or were silent as to the responsibility.

11. The GMP Estimate is based on the assumption that all soils materials that are exported from the site will be dumped at a location within a 30 minute drive of the project site (75 minutes round trip trucking time). If it is determined the material needs to go to DAD's and the City is paying the dump fees, There will be an extra \$30 charge per truck. We have not assumed an associated value with the excess dirt, nor were we planning to use it for a different site.

13. A&P has assumed that some reasonably foreseen rain/snow delays would likely occur during the dewatering process while performing this work during the winter months. A&P has included 2 weeks of rental/maintenance time above and beyond the end date of the pool wall backfill to account for a planned amount of lost time in the schedule and in the GMP estimate. Should the winter or weather conditions materially differ from what could be reasonably expected during the dewatering process at this site during those months, there are provisions in the contract for dealing with unusually severe weather.

14. The GMP estimate excludes remediation, removal or disposal of any subsurface site conditions, referred to in the MMP as "Unanticipated Materials", whether or not they are contaminated. If differing site conditions are encountered, a change order will be addressed according to the contract.

15. This proposal assumes that Bid Package Two work will be incorporated into this Contract by Contract Amendment and a Notice to Proceed for Bid Package Two work will be received by the date shown in the Schedule attached to the GMP proposal.

16. These are the assumptions that have been made by A&P's proposed dewatering sub, Rain for Rent ("RFR"):

Given the ground water sample data provided in the MMP, we assume treatment for TSS, iron, manganese, and TRC.

We expect to treat TSS through the use of weir tanks and bag filtration.

We expect to treat Iron and Manganese through the use of aeration, chemical injection, and green sand plus.

We expect to treat TRC through the use of Carbon media.

We expect to use Carbon media to treat petroleum contaminants in the water.

We expect that arsenic and selenium can be diluted out in our weir tanks. If additional filtration may need to be added, this is not currently included in the GMP.

We expect the discharge from this project will go into storm drains that drain to the South Platte River.



**Central Denver Rec Center  
 Responsibility Matrix<sup>1</sup>**

Owner <sup>2</sup>

Contractor

<b>Monitoring Wells:</b>		
Decommissioning of any existing monitoring wells prior to start of construction	<b>X</b>	
Installation of any new monitoring wells, locking well caps,  New wells that are to be installed will be performed by an agent working directly for the City & County of Denver in compliance with requirements of the various authorities having jurisdiction over well construction of this nature.	<b>X</b>  <b>X</b>	
A&P will coordinate the timing of the installation of the new wells that may fall within the interior slabs of the building and will incorporate the interface above the well into the construction in accordance with final design details that will be developed later by the design team to work with an interior condition. .		<b>X</b>
<b>Permits:</b>		
Temporary construction dewatering system during construction of the swimming pool:		<b>X</b>

<sup>1</sup> If there is a conflict between the Materials Management Plan and this Responsibility Matrix, or the Materials Management Plan is silent as to which party is responsible, then this Responsibility Matrix will govern the assignment of responsibility for specific tasks.

<sup>2</sup> Terracon, or any other environmental consultant that is retained by the Owner, will perform its scope of work entirely as a consultant retained by the Owner. A&P will not be liable for the actions or inactions of Terracon or other consultants retained by the Owner.

Colorado Discharge Permit System (CDPS) certification issued for the site by the CDPHE Water Quality Control Division (WQCD)		<b>X</b>
Application for CDPS General Permit: Construction Dewatering (COG070000), Remediation Activities Discharging to Surface Water (COG315000), or Remediation Activities Discharging to Groundwater (COG316000).		<b>X</b>
<b>Groundwater Discharge and Treatment:</b>		
<b>6.2 Groundwater Quality:</b> Monitor and treat ground water during dewatering activities associated with construction. The CDPS permit which will be secured, will dictate to what levels various metals and contaminants will be measured, monitored and treated. The proposed dewatering firm indicated that adjustments can be made with the filtration/treatment train in their system to handle most conditions with naturally occurring metals expected in the downtown Denver area.		<b>X</b>

<p><b>6.4 Groundwater Leachate from Soil:</b> If, during soil excavation and handling, liquid is generated then the groundwater will be properly handled to prevent cross contamination of surrounding soil and groundwater impacting the public stormwater system.</p>		<p><b>X</b></p>
<p>Stockpiled saturated soil will be placed on 6-millimeter plastic sheeting that is sloped to collect the groundwater in a plastic lined sump. The sump will be lined with gravel to prevent the plastic from moving out of place.</p>		<p><b>X</b></p>
<p>The groundwater that accumulates in the sump will be managed as potentially contaminated by collecting a sample for characterization.</p>		<p><b>X</b></p>
<p>The Owner’s environmental professional will collect and test the sample.</p>	<p><b>X</b></p>	
<p>Based on the sample results, the accumulated groundwater will be disposed of off-site or discharged per Section 6.3 of the Materials Management Plan.</p>		<p><b>X</b></p>
<p>Direction will be provided by Owner should A&amp;P’s environmental firm encounter any contaminants that can’t be treated to levels required of the dewatering permit by reasonable and customary measures typically used by the proposed dewatering firm.</p>	<p><b>X</b></p>	
<p><b>On Site Monitoring:</b></p>		
<p>Engage an environmental professional to provide on site monitoring of soil during intrusive activities such as excavating, grading, drilling, and trenching in the areas identified on Exhibits 4 and 5 of MMP. Environmental professional requires 48 hours written notification from A&amp;P of scheduled activities requiring oversight.</p>	<p><b>X</b></p>	

<p><b>Caisson Spoils:</b> Regardless of whether groundwater production occurs during caisson drilling, the environmental professional present on site will field screen the excess soil and/or slurry mixture from the caissons per Section 5.1 of the MMP and with CCoD will determine the waste management strategy.</p>	<p><b>X</b></p>	
<p><b>7.0 Contingency Plan For Unanticipated Materials:</b>          Although A&amp;P has not included any cost in the GMP for these contingencies, due to the location and history of the site, the possibility exists that contaminated materials may be encountered other than those identified and specified for special management within this MMP. Therefore, the following contingency procedures will be enacted in the event such materials are encountered:</p> <p>Notify the City of potentially contaminated soil or material. An environmental professional will not be on site when work is conducted outside of the areas identified on Exhibits 4 and 5 of the MMP except as called to the site to address observed potential environmental concerns.</p> <p>If notified by A&amp;P of potentially contaminated materials, outside of areas identified on Exhibits 4 and 5 of the MMP, the City will have an environmental professional onsite during earth disturbing activities in the immediate area of concern.</p> <p>If uncharacterized, potentially-contaminated materials (soil, groundwater, ACM, construction materials) are encountered (based on appearance, odors, or other</p>	<p><b>X</b></p>	<p><b>X</b></p>

<p>indications) when working outside of those areas identified on Exhibits 4 and 5 of the MMP, then the General Contractor shall immediately stop work in the immediate area of the discovery, immediately contact the City ((720) 460-1706), and continue work in other areas of the site.</p>		<p><b>X</b></p>
<p>If unknown or unidentified underground storage tanks, drums, odorous soils, stained soils, asbestos-cement pipe, transite, building debris, or waste materials are encountered during the project, then the General Contractor shall immediately stop work in the area of the discovery, immediately contact the City ((720) 460-1706), and continue work in other areas of the site.</p>		<p><b>X</b></p>
<p>The City’s environmental professional will be called to the site. The waste will be left in-place and evaluated and/or sampled by the City’s environmental professional to evaluate the potential environmental impacts and proper handling and management strategy.</p>	<p><b>X</b></p>	
<p>After waste is evaluated by the environmental professional, the City will give direction to A&amp;P on how to proceed with work relating to the unanticipated materials.</p>	<p><b>X</b></p>	
<p>The City will provide direction to GC when the GC &amp; its subcontractors are released to recommence work in the immediate affected area.</p>	<p><b>X</b></p>	
<p><b>ACS and ACM Remediation and Monitoring (Per Section 3.2 of SOP):</b></p>		
<p>If Asbestos Containing Materials (ACM) or Asbestos Containing Soil (ACS) are encountered, provide Certified Asbestos Building Inspector (CABI”) per Section 3.1 of <i>Asbestos Containing Soil Management Standard Operating Procedures</i> (SOP) in Exhibit 8 and certified per Air Regulation No. 8:</p>	<p><b>X</b></p>	



If ACM or ACS is encountered, provide as needed management of ACS or ACM per the SOP.	<b>X</b>	
Maintenance of all necessary site controls to prevent unauthorized entry into any regulated work area;		<b>X</b>
Removing non-salvageable, non-hazardous materials and equipment from the site and disposing at DADS in accordance with local, state and federal laws;		<b>X</b>
<b>Soil Sampling and Lab Testing:</b>		
Soil sampling and lab testing for disposal purposes.	<b>X</b>	
Soil sampling and lab testing for reuse on other City properties.	<b>X</b>	
Soil sampling and lab testing for reuse at 3 <sup>rd</sup> party properties.		<b>X</b>
<b>Disposal of non-hazardous materials at DADS:</b>		
Set up disposal accounts	<b>X</b>	
Pay for disposal costs – billed directly by Waste Mgmt	<b>X</b>	
Transportation of non-hazardous materials to DADS		<b>X</b>
<b>Disposal of hazardous materials (ACM, ACS) at DADS:</b>		
Obtain hazardous waste generator ID, if applicable.	<b>X</b>	

Set up disposal accounts, as applicable	<b>X</b>	
Pay for disposal costs	<b>X</b>	
Transportation of hazardous materials to disposal site	<b>X</b>	



Table with columns: ID, RESP, ESTON, Task Name, Duration, Start, Finish, % Comp, Predecessors, Successors. It contains a detailed project schedule with tasks such as 'A&P ESTIMATE ITEMS & CITY RELEASES', 'Final GMP Estimate & reconciliation-5 weeks', and 'City Notice to Proceed to A&P-Early package'.

Main project schedule table with columns: ID, RESP, ESTON, Task Name, Duration, Start, Finish, % Comp, Predecessors, Successors. Includes various construction tasks like 'Elevator Subcontract Issued', 'Steel Joist & Deck Shop Drawing Preparation', and 'CONSTRUCTION PHASE'.

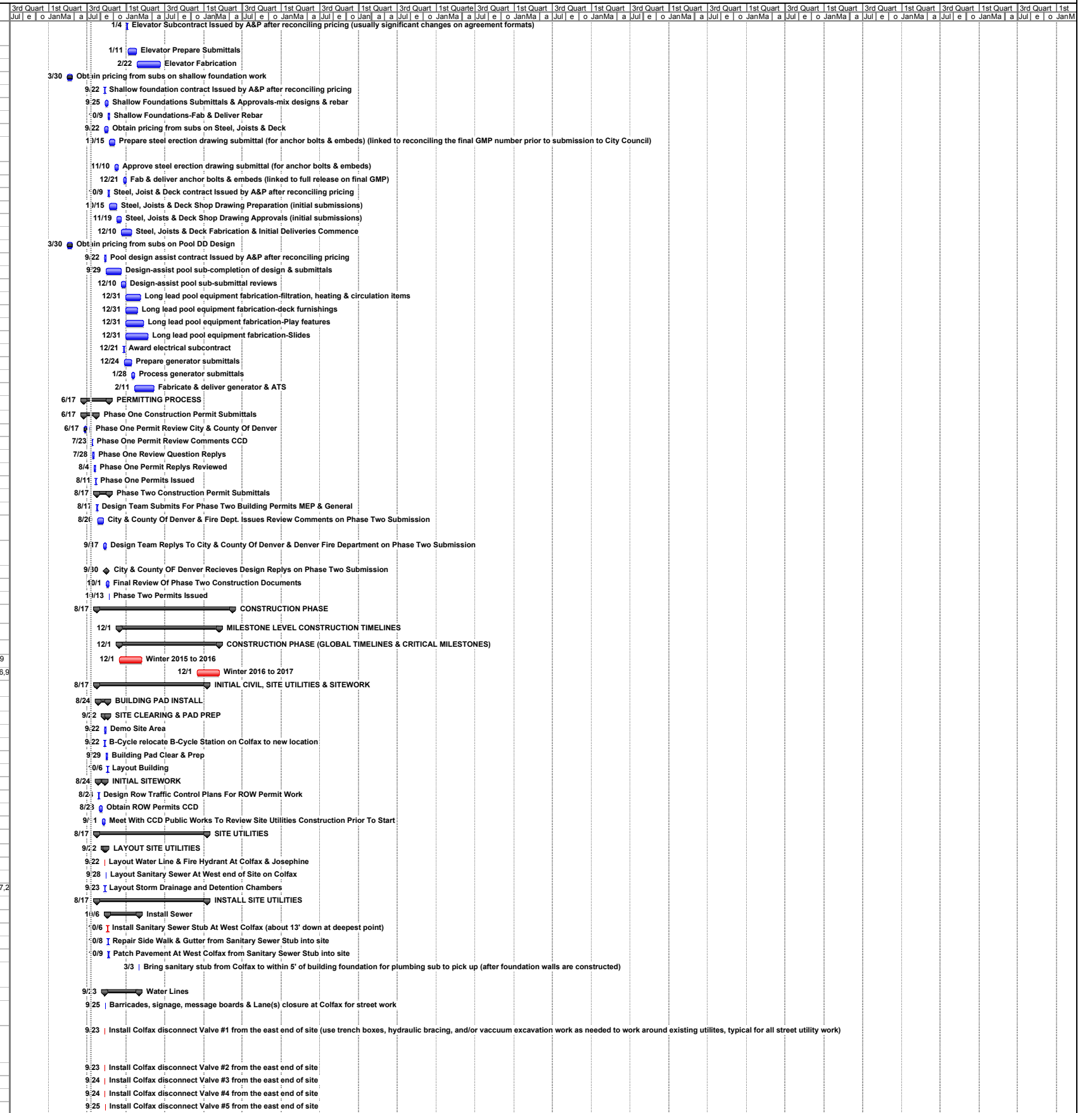


EXHIBIT \_\_\_\_ - PROJECT SCHEDULE  
CENTRAL DENVER RECREATION CENTER

Table with columns: ID, RESP, ESTON, Task Name, Duration, Start, Finish, % Comp, Predecessors, Successors, and a timeline grid with monthly headers (3rd Quart, 1st Quart, etc.). Rows include tasks like 'Stub water line into site to hydrant farthest east in Colfax', 'Storm Drainage & Storm Tech Chambers & Detention', and 'BUILDING DEEP FOUNDATION SYSTEM'.

EXHIBIT \_\_\_ - PROJECT SCHEDULE
CENTRAL DENVER RECREATION CENTER

Table with columns: ID, RESP, ESTON, Task Name, Duration, Start, Finish, % Comp, Predecessors, Successors, and a detailed Gantt chart for each task. Tasks include soil nailing, dewatering, excavation, foundation walls, and structural elements.





ID	RESP	ESTON	Task Name	Duration	Start	Finish	% Comp	Predecessors	Successors
431	02-SUBS		Fitness & Track Second Floor Siding Paint and/or trim work	8 days	Mon 7/18/16	Wed 7/27/16	0% 430		432
432	02-SUBS		Lap Pool Siding Paint and/or trim work	5 days	Thu 7/28/16	Wed 8/3/16	0% 431		433
433	02-SUBS		Leisure Pool Siding Paint and/or trim work	5 days	Thu 8/4/16	Wed 8/10/16	0% 432		434
434	02-SUBS		Entry, Lounge, Offices & Racquetball Siding Paint and/or trim work	5 days	Thu 8/11/16	Wed 8/17/16	0% 433		435
435	02-SUBS		Gym Siding Paint and/or trim work	5 days	Thu 8/18/16	Wed 8/24/16	0% 434		971,447
436	02-SUBS		<b>EXTERIOR WINDOW OPENINGS</b>	67 days	Tue 9/13/16	Wed 12/14/16	0%		
437	02-SUBS		Field Measure & Order Aluminum Windows & Translucent Panels	3 days	Tue 9/13/16	Thu 9/15/16	0% 428		438
438	02-SUBS		Manufacture & Ship Aluminum Windows & Door Frames	30 days	Fri 9/16/16	Thu 10/27/16	0% 437		439
439	02-SUBS		Aluminum Window & Door Frames On Site	0 days	Thu 10/27/16	Thu 10/27/16	0% 438		440
440	02-SUBS		Start Install Aluminum Windows & Doors Exterior	1 day	Fri 10/28/16	Fri 10/28/16	0% 439		441
441	02-SUBS		Pool Mechanical Aluminum Windows & Door Frames	5 days	Mon 10/31/16	Fri 11/4/16	0% 440		442
442	02-SUBS		Fitness & Track Second Floor Aluminum Windows & Door Frames	8 days	Mon 11/7/16	Wed 11/16/16	0% 441		443
443	02-SUBS		Lap Pool Aluminum Windows & Door Frames	5 days	Thu 11/17/16	Wed 11/23/16	0% 442		444
444	02-SUBS		Leisure Pool Aluminum Windows & Door Frames	5 days	Thu 11/24/16	Wed 11/30/16	0% 443		445
445	02-SUBS		Entry, Lounge, Offices & Racquetball Aluminum Windows & Door Frames	5 days	Thu 12/1/16	Wed 12/7/16	0% 444		446
446	02-SUBS		Gym Aluminum Windows & Door Frames	5 days	Thu 12/8/16	Wed 12/14/16	0% 445		971,447
447	02-SUBS	M/S	<b>Exterior Perimeter Dry-in Completed (appears to work with accomplishing it ahead of winter)</b>	0 days	Wed 12/14/16	Wed 12/14/16	0% 446,428,421,413,408,971,806		
448	02-SUBS		<b>EXTERIOR CLIMBING WALL SYSTEM (Alternate if accepted; not tied into Substantial Completion prior to go/no-go decision)</b>	273 days	Mon 12/21/15	Wed 1/4/17	0%		
449	00-CACD		Make Decision on Ext Climbing Wall Alternate	60 days	Mon 12/21/15	Fri 3/11/16	0% 117		450
450	00-CACD		Awards & procure materials on Ext Climbing Wall Alternate	146 days	Mon 3/14/16	Mon 10/3/16	0% 449		451
451	02-SUBS		Layout Climbing Wall	3 days	Mon 11/14/16	Wed 11/16/16	0% 624,450		452
452	02-SUBS		Frame Climbing Wall	6 days	Thu 11/17/16	Thu 11/24/16	0% 624,451		453
453	02-SUBS		Install Backing For Climbing Wall System	3 days	Fri 11/25/16	Tue 11/29/16	0% 452		454
454	02-SUBS		Install Anchors For Climbing Wall	3 days	Wed 11/30/16	Fri 12/2/16	0% 453		455
455	02-SUBS		Install Climbing Walls Inserts	3 days	Mon 12/5/16	Wed 12/7/16	0% 454		456
456	02-SUBS		Install Climbing Wall Façade	11 days	Thu 12/8/16	Thu 12/22/16	0% 455		457
457	02-SUBS		Install Flooring At Climbing Wall Landing Area	9 days	Fri 12/23/16	Wed 1/4/17	0% 456		985FF+1 day
458	02-SUBS		<b>ROOF CONSTRUCTION</b>	53 days	Fri 6/17/16	Tue 8/30/16	0%		
459	02-SUBS		<b>ROOFING (appears to all be happening during summer months)</b>	53 days	Fri 6/17/16	Tue 8/30/16	0%		
460	02-SUBS		Roof Blocking	25 days	Fri 6/17/16	Thu 7/21/16	0% 385,386FF+5 days,38		467,461SS+1 day
461	02-SUBS		Roof System at North Mechanical Area	4 days	Mon 6/20/16	Thu 6/23/16	0% 460SS+1 day		462,485,501,513
462	02-SUBS		Roofing System Fitness & Track Second Floor	8 days	Fri 6/24/16	Tue 7/5/16	0% 409,461		463,538,555,624,638,8
463	02-SUBS		Roofing System At Lap Pool	8 days	Wed 7/6/16	Fri 7/15/16	0% 462		464,572
464	02-SUBS		Roofing System At Leisure Pool	8 days	Mon 7/18/16	Wed 7/27/16	0% 463		465,595
465	02-SUBS		Roofing System At Entry, Lounge & Office	12 days	Thu 7/28/16	Fri 8/12/16	0% 464		467,466SS+10 days
466	02-SUBS		Set curb & mount EF-1 over family locker area	2 days	Thu 8/11/16	Fri 8/12/16	0% 465SS+10 days		467
467	02-SUBS		Roofing System At Gym	12 days	Mon 8/15/16	Tue 8/30/16	0% 465,460,466		793,971,666,468
468	02-SUBS	M/S	<b>Overhead Dry-in Completed</b>	0 days	Tue 8/30/16	Tue 8/30/16	0% 467		793,971,666,806
469	02-SUBS		<b>INTERIOR FINISHES &amp; FIT-OUT</b>	325 days	Mon 12/21/15	Fri 3/17/17	0%		
470	02-SUBS		<b>OVERALL FINAL INSPECTIONS, PUNCHLIST &amp; C OF O</b>	52 days	Thu 1/5/17	Fri 3/17/17	0%		
471	00-A & P		A&P Pre-Punch Project	3 days	Thu 1/5/17	Mon 1/9/17	0% 589,631,652,659,680		472SS,473
472	00-A & P		Final Clean Building	14 days	Mon 1/30/17	Thu 2/16/17	0% 471SS,726,741,773,8		478FF+3 days
473	99-ALL		A&P & All Subs Completes Pre-Punch Work	7 days	Tue 1/10/17	Wed 1/18/17	0% 471,547,565		474
474	00-TEAM		Owner & Architect Quality Walk & Punch List	3 days	Thu 1/19/17	Mon 1/23/17	0% 473		475
475	00-AHJ		Final Inspection Electrical & Fire Protection	5 days	Tue 1/24/17	Mon 1/30/17	0% 474		476
476	00-AHJ		Final Inspection Elevator	5 days	Tue 1/31/17	Mon 2/6/17	0% 475		477SS,479
477	00-AHJ		Final Inspection Fire Alarm	5 days	Tue 1/31/17	Mon 2/6/17	0% 476SS		478
478	02-SUBS		Completion of Critical Punch List Items	10 days	Wed 2/8/17	Tue 2/21/17	0% 477,472FF+3 days		479
479	99-ALL		Weather Contingency (per historical averages, expect about 38 cal days per year of rain of >=0.10". Have allowed for 15 work days lost to inclement weather. Assumed 60% or more of the day is lost to critical work to call it a weather day)	15 days	Wed 2/22/17	Tue 3/14/17	0% 478,476		480
480	99-ALL		Central Denver Recreation Center Substantial Completion Walk-throughs & Sign-off	3 days	Wed 3/15/17	Fri 3/17/17	0% 479		481
481	00-AHJ	M/S	Central Denver Recreation Center Certificate of Occupancy & S/C Certificates Issued	0 days	Fri 3/17/17	Fri 3/17/17	0% 480		993
482	02-SUBS		<b>LOWER LEVEL INTERIOR FINISHES &amp; FIT-OUT</b>	291 days	Mon 12/21/15	Mon 1/30/17	0%		
483	02-SUBS		<b>Maintenance Office &amp; Mech/Elec/Pool Equip Rooms Interior Finishes &amp; Fit-out</b>	255 days	Mon 12/21/15	Fri 12/9/16	0%		
484	02-SUBS		<b>Pool Mechanical Room Construction</b>	91 days	Thu 6/30/16	Thu 11/3/16	0%		
485	02-SUBS		Install Pumps in Pool Pump Pit Pool Mech Rm	10 days	Thu 6/30/16	Wed 7/13/16	0% 312,159,531,461		486
486	02-SUBS		Install Pool Filters in Pool Mech Rm	10 days	Thu 7/14/16	Wed 7/27/16	0% 485		487
487	02-SUBS		Install Pool Heaters Pool Mech Rm	6 days	Thu 7/28/16	Thu 8/4/16	0% 486		488,489SS+3 days
488	02-SUBS		Install Piping Pool Mech Rm	30 days	Fri 8/5/16	Thu 9/15/16	0% 487		492
489	02-SUBS		Install all-plastic exhaust fans EF-4 & 5 at chlorine & acid rooms (if mounted above ceiling, but under roof)	2 days	Tue 8/2/16	Wed 8/3/16	0% 487SS+3 days		492,491,490
490	02-SUBS		PVC pipe exhaust installation from chlorine & acid rooms to roof	2 days	Thu 8/4/16	Fri 8/5/16	0% 489		583,691
491	02-SUBS		Connect power to all-plastic chlorine & acid exhaust fans	2 days	Thu 8/4/16	Fri 8/5/16	0% 489		583
492	02-SUBS		Tie Pool Piping Into Pumps Pool Mech Rm	5 days	Fri 9/16/16	Thu 9/22/16	0% 488,489		493
493	02-SUBS		Tie Pool Piping Into Pool Heaters Pool Mech Rm	5 days	Fri 9/23/16	Thu 9/29/16	0% 492		494
494	02-SUBS		Tie Pool Piping Into Pool Filters Pool Mech Rm	5 days	Fri 9/30/16	Thu 10/6/16	0% 493		495
495	02-SUBS		Set Up Pool Chemical Room Pool Mech Rm	5 days	Fri 10/7/16	Thu 10/13/16	0% 494		496
496	02-SUBS		Install Pool Chemical Feeders Pool Mech Rm	5 days	Fri 10/14/16	Thu 10/20/16	0% 495		497
497	02-SUBS		Tie Feeders Into Pool Pipe System Pool Mech Rm	10 days	Fri 10/21/16	Thu 11/3/16	0% 496		583
498	02-SUBS		<b>Maintenance Office &amp; Mech/Elec Equip Rms-Interior Finishes &amp; Fit-out</b>	255 days	Mon 12/21/15	Fri 12/9/16	0%		
499	02-SUBS		Layout housekeeping pads-Mntnce Off, MEP Eq Rms	2 days	Fri 6/17/16	Mon 6/20/16	0% 385,531		500
500	02-SUBS		Form, pour & strip M & E housekeeping pads-Mntnce Off, MEP Eq Rms	5 days	Tue 6/21/16	Mon 6/27/16	0% 499		505,504,501,513,514
501	02-SUBS		Set air handlers-Mntnce Off, MEP Eq Rms	5 days	Tue 6/28/16	Mon 7/4/16	0% 500,461		504,503,502
502	02-SUBS		Ductwork-Mntnce Off, MEP Eq Rms	20 days	Tue 7/5/16	Mon 8/1/16	0% 501		510,503SS+10 days,51
503	02-SUBS		Hydronic systems hangers & piping-Mntnce Off, MEP Eq Rms	25 days	Tue 7/19/16	Mon 8/22/16	0% 501,502SS+10 days		510,511,512
504	02-SUBS		Set HHW, CHW & Domestic water circulation pumps-Mntnce Off, MEP Eq Rms	5 days	Tue 7/19/16	Mon 7/25/16	0% 500,501		505,507,506,509
505	02-SUBS		Set/assemble boilers-Mntnce Off, MEP Eq Rms	5 days	Tue 7/12/16	Mon 7/18/16	0% 500,504		507
506	02-SUBS		Set heat exchangers-Mntnce Off, MEP Eq Rms	2 days	Tue 7/12/16	Wed 7/13/16	0% 504		508

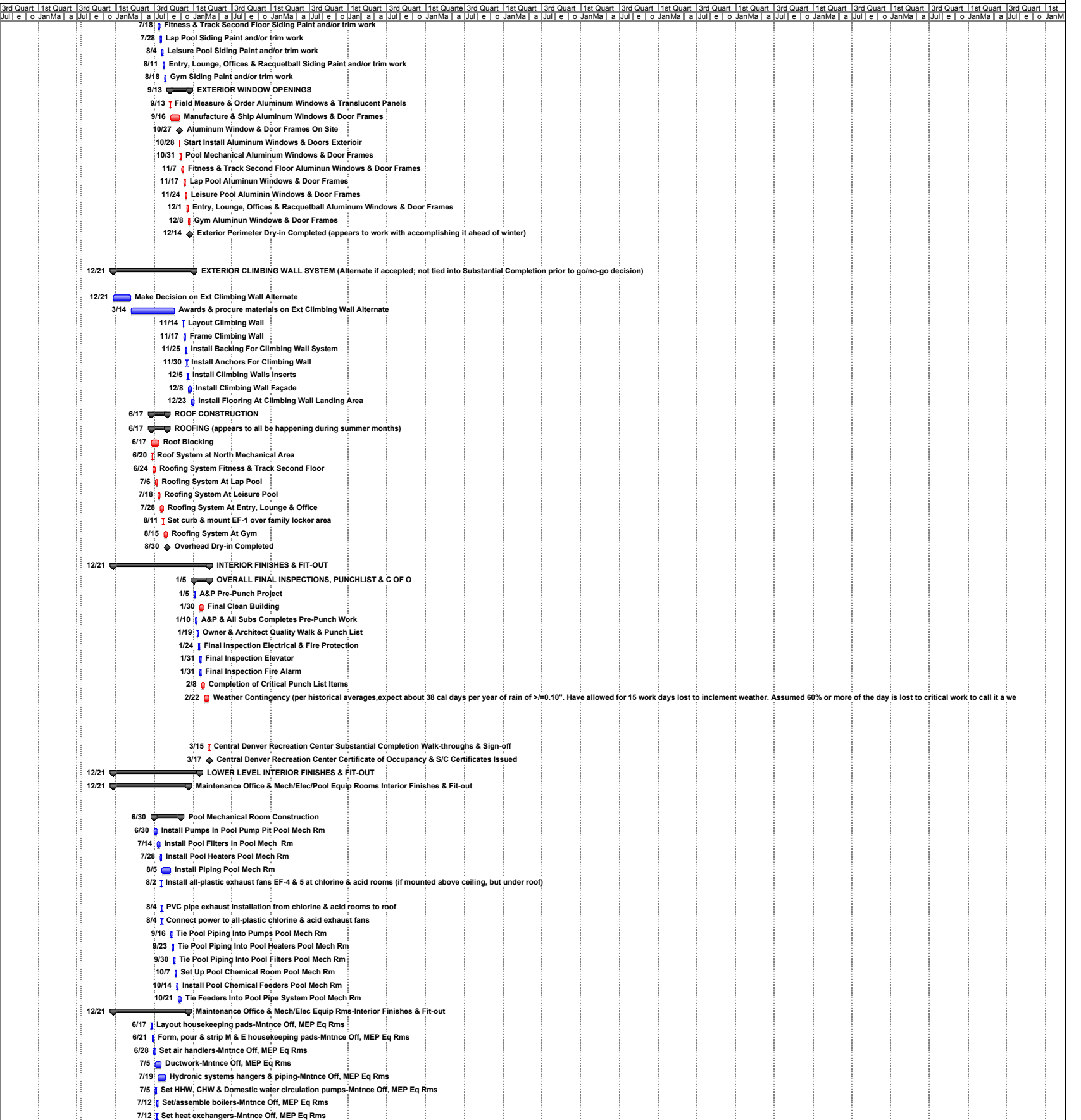


EXHIBIT \_\_\_\_ - PROJECT SCHEDULE
CENTRAL DENVER RECREATION CENTER

Table with columns: ID, RESP, ESTON, Task Name, Duration, Start, Finish, % Comp, Predecessors, Successors, and 12 monthly columns (3rd Quarter, 1st Quarter, 3rd Quarter, 1st Quarter, 3rd Quarter, 1st Quarter, 3rd Quarter, 1st Quarter, 3rd Quarter, 1st Quarter, 3rd Quarter, 1st Quarter). Rows include tasks like 'Set expansion tanks-Mntnce Off, MEP Eq Rms', 'Century Link Installation of Tele/Data & Internet', 'Men's/Women's/Family Locker Rooms Interior Finishes & Fit-out', and 'Pool Admin/Lifeguard/Storage & Main Corridor Interior Finishes & Fit-out'.







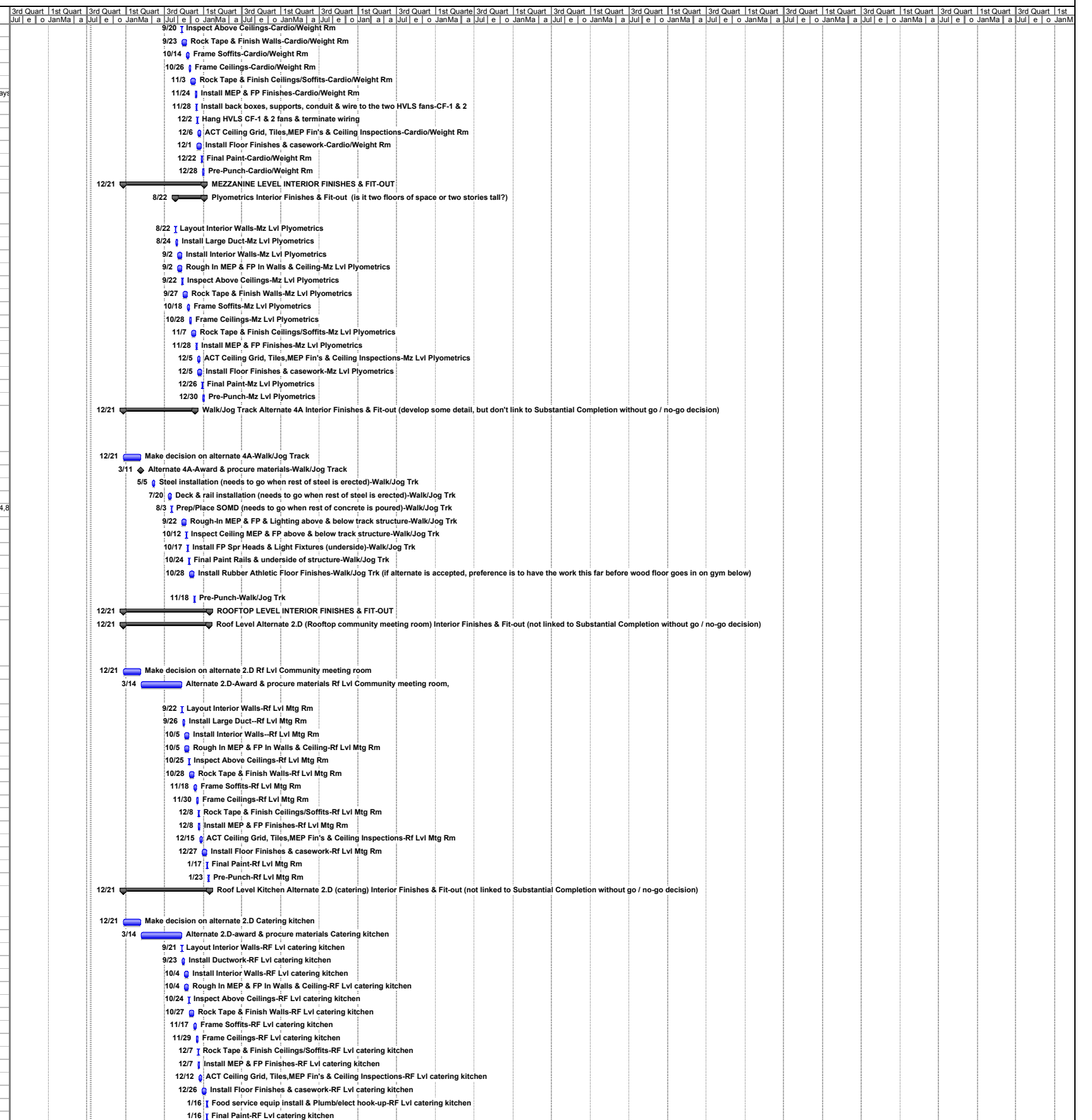
EXHIBIT \_\_\_ - PROJECT SCHEDULE
CENTRAL DENVER RECREATION CENTER

Table with columns: ID, RESP, ESTON, Task Name, Duration, Start, Finish, % Comp, Predecessors, Successors, and a grid of quarterly dates from Jul to Jan for years 16, 17, 18, and 19.





Table with columns: ID, RESP, ESTON, Task Name, Duration, Start, Finish, % Comp, Predecessors, Successors. Rows list construction tasks like 'Inspect Above Ceilings-Cardio/Weight Rm', 'MEZZANINE LEVEL INTERIOR FINISHES & FIT-OUT', 'Walk/Jog Track Alternate 4A Interior Finishes & Fit-out', etc.



ID	RESP	ESTON	Task Name	Duration	Start	Finish	% Comp	Predecessors	Successors	3rd Quart Jul   e   o	1st Quart JanMa   a	3rd Quart Jul   e   o	1st Quart JanMa   a	3rd Quart Jul   e   o	1st Quart JanMa   a	3rd Quart Jul   e   o	1st Quart JanMa   a	3rd Quart Jul   e   o	1st Quart JanMa   a	3rd Quart Jul   e   o	1st Quart JanMa   a	3rd Quart Jul   e   o	1st Quart JanMa   a	3rd Quart Jul   e   o	1st Quart JanMa   a	3rd Quart Jul   e   o	1st Quart JanMa   a	3rd Quart Jul   e   o	1st Quart JanMa   a	
958	00-A & P		Pre-Punch-RF Lvl catering kitchen	5 days	Mon 1/23/17	Fri 1/27/17	0%	957,956	959																					
959	02-SUBS		Health Department Inspection & Sign-off-RF Lvl catering kitchen	1 day	Mon 1/30/17	Mon 1/30/17	0%	958	996																					
960	02-SUBS		<b>Roof Level Alternate 2.D (exterior terrace) Interior Finishes &amp; Fit-out (not linked to Substantial Completion without go / no-go decision)</b>	290 days	Mon 12/21/15	Fri 1/27/17	0%																							
961	00-CACD		Make decision on alternate 2.D Exterior terrace	60 days	Mon 12/21/15	Fri 3/11/16	0%	117	962																					
962	00-CACD		Alternate 2.D-Award & procure materials-Exterior terrace	205 days	Mon 3/14/16	Fri 12/23/16	0%	961	963																					
963	02-SUBS		Construct trellis structures	5 days	Mon 12/26/16	Fri 12/30/16	0%	962	964																					
964	02-SUBS		Roof paver system	5 days	Mon 1/2/17	Fri 1/6/17	0%	963	965																					
965	02-SUBS		Rooftop landscaping, lighting & amenities	10 days	Mon 1/9/17	Fri 1/20/17	0%	964	966																					
966	02-SUBS		<b>Rooftop FF&amp;E</b>	3 days	Mon 1/23/17	Wed 1/25/17	0%	965	967																					
967	00-A & P		Pre-punch roof exterior terrace	2 days	Thu 1/26/17	Fri 1/27/17	0%	966	996																					
968	02-SUBS		<b>FINAL SITE DEVELOPMENT</b>	110 days	Thu 12/15/16	Wed 5/17/17	0%																							
969	02-SUBS		<b>FINAL SITE DEVELOPMENT</b>	110 days	Thu 12/15/16	Wed 5/17/17	0%																							
970			<b>Final site underground work &amp; hardscape</b>	28 days	Thu 12/15/16	Mon 1/23/17	0%																							
971	02-SUBS		Install Underground Irrigation Piping Mains & Branch Lines	8 days	Thu 12/15/16	Mon 12/26/16	0%	446,467,435,421,468	972,973																					
972	02-SUBS		Install Site Lighting	5 days	Tue 12/27/16	Mon 1/2/17	0%	971	981,973FF+5 days																					
973	02-SUBS		Site concrete hardscape work-curb & gutter, walks & miscellaneous exterior stairs/walls	20 days	Tue 12/27/16	Mon 1/23/17	0%	972FF+5 days,971	975,976,977,978,979,9 days,239SS+5 days																					
974	02-SUBS		<b>Miscellaneous Site Amenities</b>	20 days	Thu 3/16/17	Wed 4/12/17	0%																							
975	02-SUBS		Dog park/playground	20 days	Thu 3/16/17	Wed 4/12/17	0%	973,185	996																					
976	02-SUBS		Bouldering area	20 days	Thu 3/16/17	Wed 4/12/17	0%	973,185	996																					
977	02-SUBS		Bike racks, benches & litter receptacles	3 days	Thu 3/16/17	Mon 3/20/17	0%	973,185	996																					
978	02-SUBS		Ping-pong table area (Alternate-add detail later if accepted)	15 days	Thu 3/16/17	Wed 4/5/17	0%	973,185	996																					
979	02-SUBS		Slack-line area (alternate-add detail later if accepted)	15 days	Thu 3/16/17	Wed 4/5/17	0%	973,185	996																					
980	02-SUBS		<b>Landscaping, irrigation trim-out &amp; site wayfinding</b>	45 days	Thu 3/16/17	Wed 5/17/17	0%																							
981	02-SUBS		Stake & Plant Trees (Defer this to spring to avoid risks to establishing plants & turf going into winter)	5 days	Thu 3/16/17	Wed 3/22/17	0%	972,185	982																					
982	02-SUBS		Layout & Install Planting Beds	8 days	Thu 3/23/17	Mon 4/3/17	0%	981	983																					
983	02-SUBS		Install Shrubs	5 days	Tue 4/4/17	Mon 4/10/17	0%	982	984																					
984	02-SUBS		Complete Irrigation System	5 days	Tue 4/11/17	Mon 4/17/17	0%	983	985																					
985	02-SUBS		Install Sod / Grass (City is OK with this going past Final Completion milestone)	5 days	Tue 4/18/17	Mon 4/24/17	0%	984,973,457FF+1 day	986																					
986	02-SUBS		Establish Sod / Grass (can happen after Final Completion during the warranty phase)	17 days	Tue 4/25/17	Wed 5/17/17	0%	985																						
987	02-SUBS		<b>Complete Final Lift Of Paving (might have to defer this to spring if asphalt plants are closed for winter)</b>	4 days	Thu 3/16/17	Tue 3/21/17	0%	185	988																					
988	02-SUBS		Stripe Parking Lot	3 days	Wed 3/22/17	Fri 3/24/17	0%	987	989																					
989	02-SUBS		Complete Signage	2 days	Mon 3/27/17	Tue 3/28/17	0%	988	996																					
990	02-SUBS		<b>POST-CONSTRUCTION &amp; CLOSE-OUT PHASE</b>	43 days	Mon 3/20/17	Wed 5/17/17	0%																							
991	02-SUBS		<b>POST-CONSTRUCTION &amp; CLOSE-OUT PHASE</b>	43 days	Mon 3/20/17	Wed 5/17/17	0%																							
992	02-SUBS		<b>POST-CONSTRUCTION &amp; CLOSE-OUT PHASE</b>	43 days	Mon 3/20/17	Wed 5/17/17	0%																							
993	99-ALL		Close-out Process-final CO's & Pay-app, As-builts, O&M's, Training, Attic Stock, etc. (some asphalt paving & landscaping related work may happen during this time frame outside of winter months)	43 days	Mon 3/20/17	Wed 5/17/17	0%	481	996,994SS																					
994	00-CACD		FF&E Installation by City & City Contractors (can develop detail by areas later w/ matrix provide to A&P-Athletic equip, aquatics equip, desks, loose furnishings, fitness equip, tip and roll bleachers, blinds, scoreboard, lifeguard chairs, etc.)	35 days	Mon 3/20/17	Fri 5/5/17	0%	993SS	996,995																					
995	00-CACD		FF&E Installation by City & City Contractors (phones, computers & printers, etc.)	5 days	Mon 5/8/17	Fri 5/12/17	0%	994	996																					
996	00-A & P	M/S	Final Completion	0 days	Wed 5/17/17	Wed 5/17/17	0%	185,993,967,959,940																						





**EXHIBIT D**

Contract Drawings (incorporated herein by reference)

## **EXHIBIT E**

Technical Specifications (incorporated herein by reference)

**EXHIBIT F**

**Notice to Proceed Form**



**Denver Public Works**

Engineering Division  
Capital Projects Management – Dept. 506  
Right-of-Way Services – Dept 507  
Traffic Engineering Services – Dept 508  
Policy and Planning – Dept. 509

201 West Colfax Ave, Dept 614  
Denver, CO 80202  
[www.work4denver.com](http://www.work4denver.com)

Current Date

**NOTICE TO PROCEED  
(SAMPLE)**

Name  
Company  
Street  
City/State/Zip

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

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

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

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

Sincerely,

Lesley B. Thomas  
City Engineer

cc:

## **EXHIBIT G**

Preconstruction Services Agreement, dated December 10, 2014 (incorporated by reference)

**EXHIBIT H**

**Final/Partial Lien Release Form**

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

\_\_\_\_\_  
(PROJECT NO. and NAME)

Date: \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(NAME OF CONTRACTOR)

Subcontract #: \_\_\_\_\_.

\_\_\_\_\_  
(NAME OF SUBCONTRACTOR/SUPPLIER)

Subcontract Value: \$ \_\_\_\_\_.

Last Progress Payment: \$ \_\_\_\_\_.

Date: \_\_\_\_\_.

Total Paid to Date: \$ \_\_\_\_\_.

Date of Last Work: \_\_\_\_\_.

Check Applicable Box:

MBE     WBE

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Notary Public/Commissioner of Oaths  
My Commission Expires

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

March 31, 2015

Brett Hahnenkamp, P.E., LEED AP  
BBH Management Solutions, LLC  
City and County of Denver  
201 W. Colfax Ave., Dept. 506  
Denver, CO 80204

Dear Mr. Hahnenkamp:

Outlined below are the scopes of work Adolfson & Peterson Construction (A&P) intends to competitively bid as self-performed work.

- Surveying
- Erosion Control
- Concrete, Drilled Piers, Foundations, Slabs and Site Concrete
- Rough Carpentry and Wall Blocking
- Doors, Frames and Hardware
- General Trades

These packages will be competitively bid to subcontractors and suppliers. A&P's bid proposal will be turned in to you 24 hours in advance of the subcontractor bid date.

Sincerely,

Cole P. Mayer, LEED AP  
Preconstruction Manager

CC: Randy Berner, Tom Bailey



**DENVER**  
THE MILE HIGH CITY

## EXHIBIT K

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

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

TO: All Users of the City of Denver Prevailing Wage Schedules  
FROM: Seth Duhon-Thornton, Associate Human Resources Professional  
DATE: Friday March 27, 2015  
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The attached Prevailing Wage Schedule is effective as of **Friday March 27, 2015** and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO150004  
Superseded General Decision No. CO20140004  
Modification No.02  
Publication Date: 3/20/2015  
(5 pages)

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

For questions call (720) 913-5018

Attachments as listed above.

General Decision Number: CO150004 03/20/2015 CO4

Superseded General Decision Number: CO20140004

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/02/2015
1	01/09/2015
2	03/20/2015

ASBE0028-001 10/01/2013

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 28.83	13.18

BRCO0007-001 01/01/2014

	Rates	Fringes
BRICKLAYER.....	\$ 24.03	8.63

BRCO0007-005 05/01/2014

	Rates	Fringes
TILE SETTER.....	\$ 27.15	7.88

CARP0001-004 05/01/2013



	Rates	Fringes
Carpenters:		
Acoustical, Drywall		
Hanging/Framing and Metal		
Stud, Form Building/Setting.	\$ 25.00	5.39

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 CARP1607-002 06/01/2012

	Rates	Fringes
MILLWRIGHT.....	\$ 28.95	11.10

-----  
 ELEC0068-002 06/01/2014

	Rates	Fringes
ELECTRICIAN		
(Includes Low Voltage		
Wiring and Installation of		
Fire alarms, Security		
Systems, Telephones,		
Computers and Temperature		
Controls).....	\$ 32.65	12.70

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 ELEV0025-002 01/01/2015

	Rates	Fringes
Elevator Constructor.....	\$ 40.68	28.385+a+b

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

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 ENGI0009-003 10/23/2013

	Rates	Fringes
Power equipment operator - crane		
141 tons and over.....	\$ 25.97	9.15
50 tons and under.....	\$ 24.88	9.15
51 to 90 tons.....	\$ 25.04	9.15
91 to 140 tons.....	\$ 25.19	9.15

-----  
 IRON0024-001 11/01/2013

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 24.80	10.14

-----  
LABO0720-003 05/01/2014

	Rates	Fringes
LABORER		
Concrete/Mason Tenders.....	\$ 16.42	6.38

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\* PAIN0079-002 03/01/2015

	Rates	Fringes
Drywall Finisher/Taper		
Hand.....	\$ 20.15	6.91
Tool.....	\$ 20.50	6.91
Painters:.....	\$ 19.45	6.91
PAPERHANGER.....	\$ 20.15	6.91

-----  
PAIN0930-001 07/01/2014

	Rates	Fringes
GLAZIER.....	\$ 29.67	7.52

-----  
PLAS0577-001 05/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 24.00	10.23

-----  
PLUM0003-001 07/01/2014

	Rates	Fringes
PLUMBER		
(Excluding HVAC work).....	\$ 31.93	12.34

-----  
PLUM0208-001 07/01/2013

	Rates	Fringes
PIPEFITTER		
(Including HVAC pipe).....	\$ 33.35	12.27

-----  
SFCO0669-001 07/01/2013

	Rates	Fringes
SPRINKLER FITTER.....	\$ 33.09	18.60

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SHEE0009-001 07/01/2014

	Rates	Fringes
Sheet metal worker		
(Includes HVAC duct and installation of HVAC		

systems).....\$ 32.47 13.98

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SUCO2001-011 12/20/2001

	Rates	Fringes
Carpenters:		
All Other Work.....	\$ 16.12	2.84
Ironworkers:		
Reinforcing.....	\$ 18.49	3.87
Laborers:		
Brick Finisher/Tender.....	\$ 12.78	1.41
Common.....	\$ 10.62	2.09
Power equipment operators:		
Mechanic.....	\$ 18.48	

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

**Office of Human Resources**  
**Supplemental to the Davis-Bacon *Building* Construction Project rates**  
**(Specific to the Denver projects)**  
**Supp #100, Date: 03-02-2012**

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
Boilermakers		\$30.97	\$21.45
Power Equipment Operators (Concrete Mixers):			
	Less than 1 yd	\$23.67	\$10.67
	1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loaders over 6 cu yd	\$23.82	\$10.68
	Oilers	\$22.97	\$10.70
Soft Floor Layers		\$16.70	\$9.81
Ironworkers (Ornamental)		\$24.80	\$10.03
Plasters		\$24.60	\$12.11
Plaster Tenders		\$10.79	-
Laborers: Concrete Saw		\$13.89	-
Power Equipment Operators:			
	Backhoe	\$23.67	\$10.67
	Loader up to and incl 6 cu yd	\$23.67	\$10.67
	Motor Grader	\$23.97	\$10.70
	Roller	\$23.67	\$10.67
Truck Drivers (Dump Trucks):			
	6 to 14 cu yds	\$19.14	\$10.07
	15 to 29 cu yds	\$19.48	\$10.11
	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11

- To determine the Tile Setters-Marble Mason-Terrazzo mechanic rates—Use Davis Bacon-Building rates adopted by the Career Service Board.
- To determine the Tile Finisher-Floor Grinder-Base Grinder—Use current Career Service Prevailing Wage Schedules.
- Caulkers—Receive rate prescribed for craft performing operation to which caulking is incidental .i.e. glazier, painter, brick layer, cement mason.
- Use the “Carpenters—All Other Work” rates published by the federal Davis Bacon rates for batt insulation, pre-stress concrete and tilt up concrete walls, Roofers (including foundation waterproofing).
- Use the “Laborer—Common”, rates published by the federal Davis Bacon rates for General Housekeeping, Final Cleanup and Fence Installer.



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TO: All Users of the City of Denver Prevailing Wage Schedules  
FROM: Seth Duhon-Thornton, Associate Human Resource Professional  
DATE: Friday April 4, 2015  
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday April 4, 2015** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO150012  
Superseded General Decision No. CO20140012  
Modification No. 01  
Publication Date: 3/27/2015  
(8 pages)

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

For questions please call (720) 913-5018

Attachments as listed above.

General Decision Number: CO150012 03/27/2015 CO12

Superseded General Decision Number: CO20140012

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: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/02/2015
1	03/27/2015

ASBE0028-001 10/01/2013

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 28.83	13.18

BRCO0007-004 01/01/2014

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

	Rates	Fringes
BRICKLAYER.....	\$ 24.03	8.63

BRCO0007-006 05/01/2014

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 24.22	8.62

ELEC0012-004 09/01/2014

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN		
Electrical contract over		
\$1,000,000.....	\$ 27.30	10.80+3%
Electrical contract under		
\$1,000,000.....	\$ 24.75	11.84

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 ELEC0068-001 06/01/2014

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

	Rates	Fringes
ELECTRICIAN.....	\$ 32.65	12.70

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 ELEC0111-001 09/01/2014

	Rates	Fringes
Line Construction:		
Cable Splicer.....	\$ 28.65	13.75%+4.75
Equipment Operator-		
Underground.....	\$ 25.05	9.20
Groundman.....	\$ 18.20	9.12
Line Equipment Operator.....	\$ 28.47	11.30
Lineman and Welder.....	\$ 40.81	15.14

-----  
 ELEC0113-002 06/01/2014

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 29.55	14.69

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 \* ELEC0969-002 12/01/2014

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 24.00	7.32

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

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

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

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IRON0024-003 11/01/2013

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

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

	Rates	Fringes
Laborers: Pipelayer.....	\$ 18.68	6.78

-----  
PLUM0003-005 07/01/2014

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

	Rates	Fringes
PLUMBER.....	\$ 35.18	12.34

-----  
PLUM0058-002 07/01/2013

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.55	13.65

-----  
PLUM0058-008 07/01/2013

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.55	13.65

-----  
PLUM0145-002 07/01/2013

MESA COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.67	11.55

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PLUM0208-004 07/01/2013

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



	Rates	Fringes
PIPEFITTER.....	\$ 33.35	12.27

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SHEE0009-002 07/01/2014

	Rates	Fringes
Sheet metal worker.....	\$ 32.47	13.98

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TEAM0455-002 07/01/2013

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 18.41	3.87
Tandem/Semi and Water.....	\$ 19.04	3.87

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SUCO2001-006 12/20/2001

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

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

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

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
Millwrights		\$28.00	\$10.00
Line Construction:			
	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Power Equipment Operators (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 Operators:			
	GROUP 1	\$22.97	\$10.60
	GROUP 2	\$23.32	\$10.63
	GROUP 3	\$23.67	\$10.67
	GROUP 4	\$23.82	\$10.68
	GROUP 5	\$23.97	\$10.70
	GROUP 6	\$24.12	\$10.71
	GROUP 7	\$24.88	\$10.79
Ironworkers (Ornamental)		\$24.80	\$10.03
Laborers:			
	GROUP 1	\$17.68	\$8.22
	GROUP 2	\$18.18	\$8.27
	GROUP 3	\$21.59	\$8.61
Laborers: (Tunnel)			
	GROUP 1	\$18.53	\$8.30
	GROUP 2	\$18.63	\$8.31
	GROUP 3	\$19.73	\$8.42
	GROUP 4	\$21.59	\$8.61
	GROUP 5	\$19.68	\$8.42
Laborers (Removal of Asbestos)		\$21.03	\$8.55
Truck Drivers:			
	GROUP 1	\$18.42	\$10.00
	GROUP 2	\$19.14	\$10.07
	GROUP 3	\$19.48	\$10.11

	GROUP 4	\$20.01	\$10.16
	GROUP 5	\$20.66	\$10.23
	GROUP 6	\$21.46	\$10.31

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

- GROUP 1 - Brakeman
- GROUP 2 - Motorman
- GROUP 3 - Compressor
- GROUP 4 - Air Tractors; Grout Machine; Gunnite Machine; Jumbo Form
- GROUP 5 - Concrete Placement Pumps; Mucking Machines and Front End Loaders, Underground, Slusher; Mine Hoist Operator; Mechanic
- GROUP 6 - Mechanic Welder
- GROUP 7 - Mole

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

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

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

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

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

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

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

GROUP 7 - tower cranes all types

LABORER CLASSIFICATIONS:

GROUP 1 - Janitors; Yardmen

GROUP 2 –Erosion Control, Dowel Bars; Fence Erectors; Gabion Basket and Reno mattresses; Signaling, Metal Mesh; Stake Caser; Traffic Control Devices; Tie Bars and Chairs in Concrete; Paving; Waterproofing Concrete; Air, Gas, Hydraulic Tools and Electrical Tool Operators; Barco Hammers; Cutting Torches; drill; diamond and core drills; Core, diamond, air track including but not limited to; Joy, Mustang, PR-143, 220 Gardner-**Denver**, Hydrosonic, and water blaster operator; Chuck Tender; Electric hammers; Jackhammers; Hydraulic Jacks; Tampers; Air Tampers; Automatic Concrete Power Curbing Machines; Concrete Processing Material; Concrete Tender; Operators of concrete saws on pavement (other than gangsaws); Power operated Concrete Buggies; Hot Asphalt Labor; Asphalt Curb Machines; Paving Breakers; Transverse Concrete Conveyor Operator; Cofferdams; Boxtenders; Caisson 8' to 12'; Caisson Over 12'; Jackhammer Operators in Caissons over 12'; Labor applicable to Pipe coating or Wrapping; Pipe Wrappers, Plant and Yard; Relining Pipe; Hydroliner (a plastic may be used to waterproof); Pipelayer on Underground Bores; Sewer, Water, Gas, Oil Conduit; Enamalers on Pipe, inside and out, Mechanical Grouters; Monitors; Jeep Holiday Detector Men; Pump Operators; Rakers; Vibrators; Hydro- broom, Mixer Man; Gunnite Nozzlemen; Shotcrete Operator; and chain saws, gas and electric; Sand Blaster; Licensed Powdermen; Powdermen and Blaster; Siphons; Signalmen; Dumpman/spotter; Grade Checker.

GROUP 3 - Plug and galleys in dams; Scalars; any work on or off Bridges 40' above the ground performed by Laborers working from a Bos'n Chair, Swing Stage, Life Belt, or Block and Tackle as a safety requirement.

#### TUNNEL LABORER CLASSIFICATIONS:

GROUP 1 - Outside Laborer - Above ground

GROUP 2 - Minimum Tunnel Laborer, Dry Houseman

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

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

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

#### TRUCK DRIVER CLASSIFICATIONS:

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

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

GROUP 3 - Truck Driver Snow Plow.

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

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



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THE MILE HIGH CITY

**Career Service Authority**

Denver's Human Resource Agency

201 W. Colfax, Department 412

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TO: All Users of the City of Denver Prevailing Wage Schedules  
FROM: Seth Duhon-Thornton Staff HR Professional  
DATE: Friday January 9, 2015  
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication is **Friday January 9, 2015** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO150019  
Superseded General Decision No. CO20140019  
Modification No. 0  
Publication Date: 1/2/2015  
(8 pages)

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

For questions call (720) 913-5018

Attachments as listed above.

General Decision Number: CO150019 01/02/2015 CO19

Superseded General Decision Number: CO20140019

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/02/2015

\* CARP9901-008 05/01/2013

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 25.00	5.39
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ELEC0068-016 03/01/2011		

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

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

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

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

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

	Rates	Fringes
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ENGI0009-008 10/23/2013		

POWER EQUIPMENT OPERATOR:  
(3)-Hydraulic Backhoe

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

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SUCO2011-004 09/15/2011

	Rates	Fringes
CARPENTER (Excludes Form Work)...	\$ 19.27	5.08
CEMENT MASON/CONCRETE FINISHER		
Denver.....	\$ 20.18	5.75
Douglas.....	\$ 18.75	3.00
ELECTRICIAN (Excludes Traffic Signal Installation).....	\$ 35.13	6.83
FENCE ERECTOR (Excludes Link/Cyclone Fence Erection).....	\$ 13.02	3.20
GUARDRAIL INSTALLER.....	\$ 12.89	3.20
HIGHWAY/PARKING LOT STRIPING:Painter		
Denver.....	\$ 12.62	3.21
Douglas.....	\$ 13.89	3.21
IRONWORKER, REINFORCING (Excludes Guardrail Installation).....	\$ 16.69	5.45
IRONWORKER, STRUCTURAL (Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation).....	\$ 18.22	6.01

LABORER

Asphalt Raker.....	\$ 16.29	4.25
Asphalt Shoveler.....	\$ 21.21	4.25
Asphalt Spreader.....	\$ 18.58	4.65
Common or General		
Denver.....	\$ 16.76	6.77
Douglas.....	\$ 16.29	4.25
Concrete Saw (Hand Held)....	\$ 16.29	6.14
Landscape and Irrigation....	\$ 12.26	3.16
Mason Tender-		
Cement/Concrete		
Denver.....	\$ 16.96	4.04
Douglas.....	\$ 16.29	4.25
Pipelayer		
Denver.....	\$ 13.55	2.41
Douglas.....	\$ 16.30	2.18
Traffic Control (Flagger)....	\$ 9.55	3.05
Traffic Control (Sets		
Up/Moves Barrels, Cones,		
Install Signs, Arrow		
Boards and Place		
Stationary Flags) (Excludes		
Flaggers).....	\$ 12.43	3.22
PAINTER (Spray Only).....	\$ 16.99	2.87

POWER EQUIPMENT OPERATOR:

Asphalt Laydown		
Denver.....	\$ 22.67	8.72
Douglas.....	\$ 23.67	8.47
Asphalt Paver		
Denver.....	\$ 24.97	6.13
Douglas.....	\$ 25.44	3.50
Asphalt Roller		
Denver.....	\$ 23.13	7.55
Douglas.....	\$ 23.63	6.43
Asphalt Spreader.....	\$ 22.67	8.72
Backhoe/Trackhoe		
Douglas.....	\$ 23.82	6.00
Bobcat/Skid Loader.....	\$ 15.37	4.28
Boom.....	\$ 22.67	8.72
Broom/Sweeper		
Denver.....	\$ 22.47	8.72
Douglas.....	\$ 22.96	8.22
Bulldozer.....	\$ 26.90	5.59
Concrete Pump.....	\$ 21.60	5.21
Drill		
Denver.....	\$ 20.48	4.71
Douglas.....	\$ 20.71	2.66
Forklift.....	\$ 15.91	4.68
Grader/Blade		
Denver.....	\$ 22.67	8.72
Guardrail/Post Driver.....	\$ 16.07	4.41
Loader (Front End)		
Douglas.....	\$ 21.67	8.22
Mechanic		
Denver.....	\$ 22.89	8.72
Douglas.....	\$ 23.88	8.22
Oiler		
Denver.....	\$ 23.73	8.41
Douglas.....	\$ 24.90	7.67



Roller/Compactor (Dirt and Grade Compaction)		
Denver.....	\$ 20.30	5.51
Douglas.....	\$ 22.78	4.86
Rotomill.....	\$ 16.22	4.41
Screed		
Denver.....	\$ 22.67	8.38
Douglas.....	\$ 29.99	1.40
Tractor.....	\$ 13.13	2.95

TRAFFIC SIGNALIZATION:

Groundsman

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

TRUCK DRIVER

Distributor

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

Dump Truck

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

Lowboy Truck.....	\$ 17.25	5.27
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Mechanic.....	\$ 26.48	3.50
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Multi-Purpose Specialty &

Hoisting Truck

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

Pickup and Pilot Car

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

Semi/Trailer Truck.....	\$ 18.39	4.13
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Truck Mounted Attenuator....	\$ 12.43	3.22
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Water Truck

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

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

**Career Service Authority**

**Supplemental to the Davis-Bacon *HIGHWAY* Construction Projects rates**

**(Specific to the Denver Projects)**

**(Supp 35, Date: 01-13-2012)**

<b><u>Classification</u></b>		<b><u>Base</u></b>	<b><u>Fringe</u></b>
Millwrights		\$28.00	\$10.00
Line Construction:			
	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Power Equipment Operators (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 Operators:			
	GROUP 1	\$22.97	\$10.60
	GROUP 2	\$23.32	\$10.63
	GROUP 3	\$23.67	\$10.67
	GROUP 4	\$23.82	\$10.68
	GROUP 5	\$23.97	\$10.70
	GROUP 6	\$24.12	\$10.71
	GROUP 7	\$24.88	\$10.79
Ironworkers (Ornamental)		\$24.80	\$10.03
Laborers (Removal of Asbestos)		\$21.03	\$8.55
Plumbers		\$30.19	\$13.55
Pipefitters		\$30.45	\$12.85
Truck Drivers:			
	GROUP 1	\$18.42	\$10.00
	GROUP 2	\$19.14	\$10.07
	GROUP 3	\$19.48	\$10.11
	GROUP 4	\$20.01	\$10.16
	GROUP 5	\$20.66	\$10.23
	GROUP 6	\$21.46	\$10.31

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

GROUP 1 - Brakeman

GROUP 2 - Motorman

GROUP 3 - Compressor

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

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

GROUP 6 - Mechanic Welder

GROUP 7 - Mole

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

**POWER EQUIPMENT OPERATOR CLASSIFICATIONS:**

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

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

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

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

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

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

GROUP 7 - tower cranes all types.

**TRUCK DRIVER CLASSIFICATIONS:**

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

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

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

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

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

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



**DENVER**  
THE MILE HIGH CITY

TO: All Users of the City of Denver Prevailing Wage Schedules  
FROM: Seth Duhon-Thornton, OHR Compensation and Classification  
DATE: March 23, 2015  
SUBJECT: Latest Update to Prevailing Wage Schedules

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

Modification No. 117  
Publication Date: 3-28-15  
(14 pages)

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

Questions call (720) 913-5664

Attachments as listed above.

## APPLIANCE MECHANIC

Last Revision: 02-19-2009

Effective: 02-19-2009

Classification:	<u>Base Wage</u>	<u>Fringes</u>
<b>Appliance Mechanic</b>	\$22.34/hour	\$5.82/hour

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

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

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

## BAGGAGE HANDLING SYSTEM MAINTENANCE

Last Revision: 12-6-2013

Effective: 10-09-2013

Classification:	<u>Base Wage</u>	<u>Fringes</u>
<b>Entry-Support Mechanic</b>	\$15.26/hour	\$5.78/hour
<b>Machinery Maintenance Mechanic</b>	\$19.33/hour	\$6.25/hour
<b>Controls System Technician</b>	\$24.90/hour	\$6.89/hour

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

### **Entry Support Mechanic**

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

### **Machinery Maintenance Mechanic**

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

### **Controls System Technician**

Performs a variety of functions such as installation, maintenance, and repair of devices which control and are controlled by the baggage handling system and related equipment. Such devices include, but are not

limited to, personal computers, programmable logic controllers and peripherals, motor control panels, photoelectric sensors, sync-pulse tachometers, laser and RF readers, linear induction motors and servo-drives. Troubleshoots and repairs all control system and electrical failures by applying comprehensive technical knowledge to solve problems by interpreting manufacturer manuals or similar documents. Work requires familiarity with the interrelationships of electro-mechanical devices.

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

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

### **BUILDING ENGINEER**

Last Revision: 09-05-2013

Effective: 07-17-2014

Classification:	<b><u>Base Wage</u></b>	<b><u>Fringes</u></b>
<b>Building Engineer</b>	\$29.14/hour	\$7.17/hour

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

### **FUEL HANDLER SERIES**

Last Revision: 12-6-2013

Effective: 10-9-2014

Classification:	<b><u>Base Wage</u></b>	<b><u>Fringes</u></b>
<b>Fuel Distribution System Operator</b>	\$18.97/hour	\$6.31/hour
<b>Lead Fuel Distribution System Operator</b>	\$19.83/hour	\$6.21 /hour
<b>Fuel Distribution System Mechanic</b>	\$23.46/hour	\$6.73/hour
<b>Lead Fuel Distribution System Mechanic</b>	\$24.53/hour	\$6.85/hour

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

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

Receives, stores, transfers, and issues fuel. Performs various testing procedures and documentation on fuel samples. Gauges tanks for water, temperature and fuel levels. Performs temperature and gravity testing for correct weight of fuel. Checks pumping systems for correct operating pressure or unusual noises. Inspects fuel receiving, storage, and distribution facilities to detect leakage, corrosion, faulty fittings,

and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Operates a 24-hour control center; operates various computer equipments to determine potential equipment failure, leak and cathodic protection systems, pump failure, and emergency fuel shutoff systems. Monitors quality of fuel and drains excess condensation from fuel sumps and underground fuel pits. Inspects fuel tank farm for such items as leaks, low pressure, and unauthorized personnel. Performs general housekeeping and grounds maintenance for terminal, pipeline and dock areas, including fuel pits and valve vault cleaning and pump out activities. May connect lines, grounding wires, and loading and off loading arms of hoses to pipelines. May assist Fuel Distribution System Mechanics by preparing work areas. Maintains record of inspections, observations and test results.

**Lead Fuel Distribution System Operator:**

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

**Fuel Distribution System Mechanic:**

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

**Lead Fuel Distribution System Mechanic:**

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

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



## CUSTODIANS

Last Revision: 12-06-2013  
Effective: 12-18-2014

<u>Classification</u>	<u>Base Wage</u>	<u>Fringes</u>
Custodian I	\$13.73/hour	\$4.98 SINGLE \$6.95 2-PARTY \$8.84 FAMILY
Custodian II	\$14.08/hour	\$5.03 SINGLE \$7.01 2-PARTY \$8.90 FAMILY

### Benefits and Overtime

Parking	With valid receipt from approved parking lot, employees are reimbursed the actual monthly cost of parking.
RTD Bus Pass	Employer will provide employees with the Bus Pass or pay (\$0.19) per hour for travel differential.
Shift Differential	2nd shift (2:30 p.m.-10:30 p.m.): \$.50/hr 3rd shift (10:31 p.m.-6:30 a.m.): \$1.00/hr.
Overtime	Time worked in excess of seven and one-half (7 ½) hours in one (1) day or in excess of thirty-seven and one-half (37 ½) hours in one week shall constitute overtime and shall be paid for at the rate of time and one-half (1 ½) at the employee's basic straight time hourly rate of pay.
Lunch	Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.
Note	The Career Service Board in their public hearing on March 15, 2007 approved to amend prevailing wages paid to the Custodian as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification."

### Position Descriptions:

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

## DIA Oil and Gas Wages

Last Revision: 4-3-2014  
Effective: 3-19-2015

Classification:	Base Wages:	Fringes:
<b>Mechanic</b>	<b>\$22.05</b>	<b>\$6.56</b>
<b>Pipefitter</b>	<b>\$24.59</b>	<b>\$6.86</b>
<b>Rig/Drill Operator</b>	<b>\$20.88</b>	<b>\$6.43</b>
<b>Derrick Hand/Roustabout</b>	<b>\$13.87</b>	<b>\$5.62</b>
<b>Truck Driver</b>	<b>\$20.37</b>	<b>\$6.37</b>

Service Contract Act Wage Determination No. 2005-2081 Rev No. 15 was used to obtain the base wages and fringe benefits.

### **HEAVY EQUIPMENT MECHANIC**

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

### **PIPEFITTER, MAINTENANCE**

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

### **WELL DRILLER**

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

**LABORER**

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

**TRUCKDRIVER, HEAVY TRUCK**

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

## Glycol Facility Wages

Last Revision: 6-6-2013  
Effective: 7-17-2014

<b>Classification:</b>	<b>SCA Title</b>	<b>Base Wage</b>	<b>Fringes</b>	<b>Total</b>
Deicing Facility Operator	Water Treatment Plant Operator	<b>\$22.79</b>	<b>\$6.44</b>	<b>\$29.23</b>
Maintenance Mechanic	Machinery Maintenance Mechanic	<b>\$23.43</b>	<b>\$6.51</b>	<b>\$29.94</b>
Material Handling Laborer	Material Handling Laborer	<b>\$17.36</b>	<b>\$5.81</b>	<b>\$23.17</b>

Service Contract Act Wage Determination No. 2005-2081 Rev No. 13 was used to obtain the base wages.

Service Contract Act Wage Determination No. : 2005-2081, Rev No. 13, Dated 06/25/2013 was used to calculate benefits:

**FIRE EXTINGUISHER REPAIRER**

Last Revision: 09/05/2013

Effective Date: 09/25/2014

Classification:

Base Wages:

Fringes:

**Fire Extinguisher Repairer**

**\$18.97/hour**

**\$6.21/hour**

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

### **FURNITURE MOVERS**

(Moving, Storage and Cartage Workers)

Last Revision: 12-6-2013

Effective: 10-9-2014

Classification:	<b><u>Base Wage</u></b>	<b><u>Fringes</u></b>
<b>Laborer/Helper</b>	\$17.36/hour	\$6.02/hour
<b>Driver/Packer</b>	\$17.43/hour	\$6.03/hour
<b>Lead Worker</b>	\$18.22/hour	\$6.12/hour

### **LANDSIDE PARKING ELECTRONICS TECHNICIAN**

Last Revision: 12-6-2013

Effective: 10-9-2014

Classification:	<b><u>Base Wage</u></b>	<b><u>Fringes</u></b>
<b>Landside Parking Electronics Technician</b>	\$22.14/hour	\$6.57/hour

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

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

### **SIGN ERECTOR**

Last Revision: 10-15-2009

Effective: 10-15-2010

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

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

**TELEDATA TECHNICIAN**

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

**TILE SETTER-MARBLE MASONS-TERRAZZO  
FINISHERS, FLOOR GRINDERS, AND BASE GRINDERS**

Last Revision: 09-05-2013  
Effective: 06-19-2014

Classification:	<b><u>Base Wage</u></b>	<b><u>Fringes</u></b>
<b>Finisher (Tile- Marble-Terrazzo)</b>	\$19.80/hr	\$7.82/hr

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

Journeyman Rates for the Tile Setter classification of work (Tile Setter, Marble Mason, and Terrazzo Worker) are provided by the Davis-Bacon Act.

## TRANSIT TECHNICIANS

Last Revision: 1-1-2014

Transit Technician Series Effective: 12-18-2014

Elevator Repairer Effective: 12-18-2014

Classification:	<u>Base Wage</u>	<u>Fringes</u>
<b>Transit Technician - Entry</b>	\$22.21/hour	\$6.58/hour
<b>Transit Technician - Senior</b>	\$24.28/hour	\$6.82/hour
<b>Transit Technician - Lead</b>	\$25.38/hour	\$6.95/hour
<b>Elevator Mechanic/Repairer</b>	\$40.68/hour	\$32.38/hour (< 5 yrs service) \$33.19/hour (> 5 yrs service)

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

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

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

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



**TREE TRIMMERS**

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

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

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

**WINDOW CLEANERS**

Last Revision: 5-15-2014  
Effective: 12-18-2014

Classification:	<u>Base Wage</u>	<u>Fringes</u>
<b>Window Cleaner</b>	\$23.23/hour	\$8.13/hr (Single) \$10.11/hr (2-Party) \$11.99/hr (Family)

Benefits/Overtime

Parking	With valid monthly parking receipt from approved parking lot, employees are reimbursed for the cost of parking. The employer shall reimburse employees for parking expenses from other parking lots up to the amount reimbursed for DIA Employee Parking Lot upon the submission of a monthly parking receipt. Only (1) one receipt per month.
Shift Differential	\$0.75 per hour for employees assigned to 3rd shift (11:00 p.m. to 7:00 a.m.)
Overtime	One and one-half (1½) times the basic rate of pay in excess of 7.5 hours worked per day or 37.5 hours worked per week.
Lunch	Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.
Lead Work	\$1.25 per hour above highest paid employee under supervision
High Work	\$1.75 per hour (21 feet or more from ground (base) to top of surface/structure being cleaned)
Training	\$0.25 per hour
ECOPASS	The Company will provide an Eco-Pass to all bargaining unit employees or pay \$.19 per hour for travel differential.

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

**Pest Controller**

Last Revision: 9-5-2013  
Effective Date: 9-25-2014

Classification:	<b><u>Base Wage</u></b>	<b><u>Fringes</u></b>
<b>Pest Controller</b>	\$20.41/hour	\$6.38/hour

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

## EXHIBIT L

**Exhibit \_\_\_\_\_ - Billing Rates for Salaried Personnel  
Central Denver Recreation Center  
A&P Job # 6992**

*(Rates valid from August 1, 2015 to April 30, 2017. Personnel rates & burdens below for exempt persons not subject to Prevailing Wages are blended amounts)*

	<b>Base</b>	<b>Burden</b>	<b>Burden</b>		<b>Total Rate</b>
<b>Classification</b>	<b>Rate</b>	<b>Amount</b>	<b>Rate</b>	<b>Total</b>	<b>(Rounded to whole dollars)</b>
Project Executive	75.48	28.16	37.31%	103.64	<b>104.00</b>
General Superintendent	66.07	26.44	40.02%	92.51	<b>93.00</b>
Senior Project Manager	55.29	24.47	44.26%	79.76	<b>80.00</b>
Superintendent	60.37	25.40	42.08%	85.77	<b>86.00</b>
Assistant Project Manager/MEP Coordinator/IT Manager	50.96	23.31	45.74%	74.28	<b>75.00</b>
Assistant Superintendent/Surveyor/Field Engineer/Project Engineer	38.52	16.41	42.61%	54.94	<b>55.00</b>
Warehouse Hauling	35.92	18.94	52.73%	54.87	<b>55.00</b>
Equipment Operator	35.74	18.90	52.89%	54.64	<b>55.00</b>
Carpenter Foreman	32.65	17.77	54.44%	50.43	<b>51.00</b>
Carpenters	28.45	16.88	59.34%	45.33	<b>46.00</b>
Labor Foreman	20.83	15.26	73.26%	36.10	<b>37.00</b>
Laborers	18.13	14.69	81.01%	32.82	<b>33.00</b>

# EXHIBIT L

## Exhibit \_\_\_\_\_ - Staffing Schedule

*Job #6992-Central Denver Recreation Center*

Schedule Month Number ->

% of Time Anticipated	1st Half	2nd Half													1st Half	2nd Half	1st Half	2nd Half					
	Aug 1	Aug 1	Sep 2	Oct 3	Nov 4	Dec 5	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Jan	Feb	Mar	Mar

**Phase I Construction & Close-out**

Project Executive	part time as needed	10%	1	1	1	1	1	0.5	0.5	0.5															
Senior Project Manager	+/- 30 to 60% of time on/off site as needed	45%	1	1	1	1	1	0.5	0.5	0.5															
Assistant Project Manager/P.E./F.E.	full time, on site	100%	0	1	1	1	1	0.5	0.5	0.5															
Superintendent	full time, on site	100%	1	1	1	1	1	0.5	0.5	0.5															
Assistant Superintdent	part time as needed during dewatering process	20%							1	1	0.5														

Mob & ramp up

1 mo close-out

Schedule Month Number ->

6 7 8 9 10 11 12 13 14 15 16 17 18 18 19

**Phase II Construction & Close-out**

Project Executive	part time as needed	10%												0.5	0.5	0.5	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0.5	0.5	0	
Senior Project Manager	+/- 30 to 60% of time on/off site as needed	45%												0.5	0.5	0.5	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
Assistant Project Manager/P.E./F.E.	full time, on site	100%												0.5	0.5	0.5	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0.5	
Superintendent	full time, on site	100%												0.5	0.5	0.5	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
Assistant Superintdent	part time as needed during dewatering process	20%															0.5	1	1	1														

Ramp down

2 mo's close-out

**Total Anticipated Staffing Costs**

# EXHIBIT M

## Exhibit \_\_\_\_ - Contractor Owned Equipment Rental Rates

Central Denver Recreation Center

A&P Job #

6992

	AED Green Book 2014 Rental Rates								Comments
	85% of AED or Rental Market Rates	/ unit	AED or UR Page #	AED or UR Base Rate	AED Region 6 Factor	AED or UR Adjusted Rate	Factor From 2014 to 2016	AED or UR Rate for Middle of Job	
Boom Truck - 60' (JLG G10-55A or similar)	\$66.70	hour	vii	\$73.25	1.03	\$75.45	1.04	\$78.47	
Total Station & Accessories, 6TS 12D	\$452.65	month	68	\$539.00	0.95	\$512.05	1.04	\$532.53	
Truck Trailer (flatbed, similar to landscaper's trailer to move small equipment and materials around, mesh or wood plank side cages)	\$458.53	month	70	\$546.00	0.95	\$518.70	1.04	\$539.45	
Welding machine & Accessories (Lincoln type arc welder similar to what a plumber might use)	\$16.16	month	47	\$17.75	1.03	\$18.28	1.04	\$19.01	
Compressor, Hammers, & Hoses (wheeled unit similar to what a demo sub might use)	\$495.54	month	27	\$637.00	0.88	\$560.56	1.04	\$582.98	
Truck, Fuel, Survey (Toyota Tacoma or similar)	\$400.00	month							Rate established per GC matrix
Superintendent's Pick-up Truck (Toyota Tacoma or similar)	\$935.27	month	38	\$1,058.00	1.00	\$1,058.00	1.04	\$1,100.32	No rate from AED, got from United Rentals
Data Collector 48GX & Access.	\$168.00	month			1.00	\$0.00	1.04	\$0.00	No rate from any of the rental agencies or AED; used our historic rate
Generator - 5KW (skid mounted type like a residential house framer might use-Honda might be one typical manufacturer)	\$368.67	month	67	\$439.00	0.95	\$417.05	1.04	\$433.73	
Laser & Accessories 3900 Series	\$414.86	month	68	\$494.00	0.95	\$469.30	1.04	\$488.07	
Storage Trailers 52' (Conex type box)	\$375.00	month							Rate established per GC matrix
Ground Thaw Equipment (trailer mounted with the boiler, the hoses and reels, etc. Thawszall is one our typical brand names)	\$7,072.00	month	35	\$8,000.00	1.00	\$8,000.00	1.04	\$8,320.00	No rate from AED, got from United Rentals
Robotic Total Station (Trimble S3 - 2"/Global/TSC3 Controller, rod, bipod, wood tripod, optical plummet Tribach adapter, CST single prism assembly)	\$2,427.00	month			1.00	\$0.00	1.04	\$0.00	No rate from any of the rental agencies or AED; used our historic rate. It is close to an \$80 k piece of equipment to purchase new.
Wire Feed Welder-Lincoln SP100	\$431.75	month	47	\$555.00	0.88	\$488.40	1.04	\$507.94	
Concrete Planer-Makita	\$690.58	month	36	\$744.00	1.05	\$781.20	1.04	\$812.45	
Builders level-Trimble B20	\$351.04	month	68	\$418.00	0.95	\$397.10	1.04	\$412.98	
Transit-Trimble DT 20B	\$351.04	month	68	\$418.00	0.95	\$397.10	1.04	\$412.98	
Scaffold (per section) - (Aluminum, no particular brand name-similar to WACO or Safeco rental equipment)	\$28.55	month	69	\$34.00	0.95	\$32.30	1.04	\$33.59	
Cutting Torches & Cart (steel cart like a dolly with wheels, rack to hold an oxygen & acetylene bottle with tie-back straps, hoses and tips for the welding apparatus & regulators for each tank)	\$337.69	month	29	\$382.00	1.00	\$382.00	1.04	\$397.28	No rate from AED, got from United Rentals
Dust Evacuation Fans - 36" (big rectangular box fans, no particular brand name)	\$207.43	month	67	\$247.00	0.95	\$234.65	1.04	\$244.04	
Drywall carts (cart like you would use at Home Depot or Lowe's to move lumber & sheet goods around)	\$118.46	month	39	\$134.00	1.00	\$134.00	1.04	\$139.36	No rate from AED, got from United Rentals
Concrete Blanket 10'x20'	\$5.00	week			1.00	\$0.00	1.04	\$0.00	No rate from any of the rental agencies or AED; used our historic rate
Roof Safety Stands (stair rail stanchions) (looks like a WACO or Safeco type piece of equipment made of aluminum to create a safety rail at a roof area without drilling holes in structure)	\$5.00	month			1.00	\$0.00	1.04	\$0.00	No rate from any of the rental agencies or AED; used our historic rate
Yard Masonite per Sheet	\$3.00	month			1.00	\$0.00	1.04	\$0.00	No rate from any of the rental agencies or AED; used our historic rate

**Exhibit \_\_\_\_\_ - Contractor Owned Equipment Rental Rates**

Central Denver Recreation Center

A&P Job #

6992

	AED Green Book 2014 Rental Rates								Comments
	85% of AED or Rental Market Rates	/ unit	AED or UR Page #	AED or UR Base Rate	AED Region 6 Factor	AED or UR Adjusted Rate	Factor From 2014 to 2016	AED or UR Rate for Middle of Job	
Pallet Jack (manual hydraulic jack, no particular brand name)	\$362.44	month	32	\$410.00	1.00	\$410.00	1.04	\$426.40	No rate from AED, got from United Rentals
Floor Buffer	\$578.77	month	36	\$744.00	0.88	\$654.72	1.04	\$680.91	
Plate Compactor (similar to a jumping jack type compactor)	\$511.60	month	31	\$573.00	1.01	\$578.73	1.04	\$601.88	
Vibrator - high cycle (typical gas powered concrete vibrator, no particular brand name)	\$353.64	month	37	\$381.00	1.05	\$400.05	1.04	\$416.05	
Demo saw - (Partner 12")	\$317.34	month	62	\$386.00	0.93	\$358.98	1.04	\$373.34	
Sawzall (reciprocating type saw)	\$83.03	month	63	\$101.00	0.93	\$93.93	1.04	\$97.69	
Grout Pump (no particular brand name, for grouting base plates, CMU walls, etc.)	\$271.96	week	37	\$293.00	1.05	\$307.65	1.04	\$319.96	
Gang Box (we buy some off the shelf units, but also have many new ones that we custom build out of diamond checkerplate materials with heavy security and lock systems on them as well as power capabilities in the box)	\$27.00	month			1.00	\$0.00	1.04	\$0.00	No rate from any of the rental agencies or AED; used our historic rate
Air Monitor (not sure on a particular brand. Not used very often, so I don't have much info on it)	\$197.00	month			1.00	\$0.00	1.04	\$0.00	No rate from any of the rental agencies or AED; used our historic rate
Calibration for above air monitor (price is per each, use more than one month if more than one calibration in a month)	\$59.00	month			1.00	\$0.00	1.04	\$0.00	No rate from any of the rental agencies or AED; used our historic rate
Pump (gas powered 2" or 3" trash pump, maybe a Honda type brand)	\$41.83	week	43	\$52.00	0.91	\$47.32	1.04	\$49.21	
Equipment Fuel Tanks for Pick-up Truck (box-type tanks built into certain trucks for fueling jobsite equipment)	\$108.00	month			1.00	\$0.00	1.04	\$0.00	No rate from any of the rental agencies or AED; used our historic rate
Office Trailer with Metal Stairs & Rails (ours are equipped with storage bins for submittals, extensive shelving for plans & office supplies storage, closet, but no restrooms)	\$275.00	month							Rate established per GC matrix
Fax Machine (not getting used much anymore. Most of the Savin copiers we use can accept faxes now or we can get them through our e-mail accounts)	\$43.00	month			1.00	\$0.00	1.04	\$0.00	No rate from any of the rental agencies or AED; used our historic rate
Microwave, Refrig, Coffee Machine (just residential type stuff; no particular brand name)	\$43.00	month			1.00	\$0.00	1.04	\$0.00	No rate from any of the rental agencies or AED; used our historic rate
Conf Room Furniture (table, chairs, etc.)	\$11.00	month			1.00	\$0.00	1.04	\$0.00	No rate from any of the rental agencies or AED; used our historic rate
Bobcat (Model S175 or Similar)	\$1,452.61	month	vii	\$1,611.00	1.02	\$1,643.22	1.04	\$1,708.95	
<i>Various accessories for Bobcat that are typically rented separately by rental agencies:</i>									
Forks (lifting ability, but not retractable like a telehandler's forks)	\$265.09	month	52	\$294.00	1.02	\$299.88	1.04	\$311.88	
Smooth bucket (the bucket just has a flat blade across front to ease with cleaning up stuff that can be scraped)	\$421.99	month	52	\$468.00	1.02	\$477.36	1.04	\$496.45	
Tooth bucket (teeth on front of bucket to work with soils)	\$421.99	month	52	\$468.00	1.02	\$477.36	1.04	\$496.45	
Snow bucket (has other components to aid with snow removal)	\$694.29	month	52	\$770.00	1.02	\$785.40	1.04	\$816.82	
Auger 700 Series 12",18",24" (for coring light pole bases and similar smaller bored items)	\$591.50	month	52	\$656.00	1.02	\$669.12	1.04	\$695.88	
Sweeper 72" (box with brush system for cleaning paved areas)	\$897.17	month	52	\$995.00	1.02	\$1,014.90	1.04	\$1,055.50	

**Exhibit \_\_\_\_ - Contractor Owned Equipment Rental Rates**

Central Denver Recreation Center

A&P Job #

6992

	AED Green Book 2014 Rental Rates								Comments
	85% of AED or Rental Market Rates	/ unit	AED or UR Page #	AED or UR Base Rate	AED Region 6 Factor	AED or UR Adjusted Rate	Factor From 2014 to 2016	AED or UR Rate for Middle of Job	
Trencher (small accessory for light trench work like a landscaper might perform)	\$668.14	month	52	\$741.00	1.02	\$755.82	1.04	\$786.05	
Composite Bobcat (comes with all basic accessories from above, except sweeper) <b>Used for simplicity to charge one item instead of multiple items for each accessory</b>	\$3,399.33	month	52	\$3,770.00	1.02	\$3,845.40	1.04	\$3,999.22	
Gradall (generically a Telehandler Forklift) - <b>We have mostly Gradalls, but they are not manufactured anymore so I don't have a typical model number. Similar to a Lull that a masonry subcontractor would use with forks</b>	\$2,174.32	month	41	\$2,388.00	1.03	\$2,459.64	1.04	\$2,558.03	
Material Bucket (Plywood & steel trash box that we can put on forks or end of boom to reach openings on upper floors)	\$324.00	month			1.00	\$0.00	1.04	\$0.00	No rate from any of the rental agencies or AED; used our historic rate
15' Boom (gives the telehandler ability to extend reach and retract beyond just using standard forks)	\$162.00	month			1.00	\$0.00	1.04	\$0.00	No rate from any of the rental agencies or AED; used our historic rate



**EXHIBIT N**



# CERTIFICATE OF LIABILITY INSURANCE

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

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

<b>PRODUCER</b>  Willis of Minnesota, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT NAME:</b> PHONE (A/C.NO./EXT): <b>877-945-7378</b> FAX (A/C.NO.): <b>888-467-2378</b> E-MAIL ADDRESS: <b>certificates@willis.com</b>  INSURER(S) AFFORDING COVERAGE      NAIC # INSURER A: <b>Arch Insurance Company</b> 11150-900 INSURER B: <b>Starr Indemnity and Liability Company</b> 38318-001 INSURER C: <b>Arch Insurance Company</b> 11150-000 INSURER D: <b>Arch Specialty Insurance Company</b> 21199-000 INSURER E: INSURER F:
<b>INSURED</b>  AP Mountain States, LLC 797 Ventura Street Aurora, CO 80011	

**COVERAGES**

**CERTIFICATE NUMBER: 22989173**

**REVISION NUMBER: See Remarks**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Contractual Liability</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	51PKG8919401	3/1/2015	3/1/2016	EACH OCCURRENCE \$ <b>2,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>2,000,000</b> GENERAL AGGREGATE \$ <b>4,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>4,000,000</b> \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	51PKG8919401	3/1/2015	3/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY(Per person) \$ BODILY INJURY(Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			1000021565	3/1/2015	3/1/2016	EACH OCCURRENCE \$ <b>3,000,000</b> AGGREGATE \$ <b>3,000,000</b> \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	AOS 51WCI8919301	3/1/2015	3/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
D	<b>Contractor's Professional(Claims Made)/Pollution Liability (Occurrence)</b>	Y		CPP0056620-01	3/1/2015	3/1/2016	\$5,000,000 Combined Limit \$ 250,000 Deductible - Each Claim

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**THIS VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 2/26/2015 WITH ID: 22809534**

Re: Central Denver Recreation Center, Denver, CO. -

The City and County of Denver, its elected and appointed officials, employees and volunteers are Additional Insureds as respects to General Liability, Automobile Liability and Pollution Liability policies as required by written contract, agreement or permit executed prior to loss.

<b>CERTIFICATE HOLDER</b>  The City and County of Denver Attn: Brett Hanenkamp, P.E., Leed AP Webb Municipal Office Building 201 West Colfax Avenue Denver, CO 80202	<b>CANCELLATION</b>  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 O**

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

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

AP MOUNTAIN STATES D/B/A  
**ADOLFSON & PETERSON CONSTRUCTION**  
[CENTRAL DENVER RECREATION CENTER]  
[A&P Job #6992]

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**CITY AND COUNTY OF DENVER**  
**DIVISION OF SMALL BUSINESS OPPORTUNITY**  
**CONSTRUCTION CONTRACT COMPLIANCE PLAN**  
**FOR M/WBE PARTICIPATION**

AP MOUNTAIN STATES, LLC D/B/A  
ADOLFSON & PETERSON CONSTRUCTION  
[CENTRAL DENVER RECREATION CENTER]  
[A&P Job #6992]

**SECTION 1: INTRODUCTION**

- A. [AP Mountain States, LLC d.b.a. Adolfson & Peterson Construction] (the “Contractor”) submits this Compliance Plan to the Director of the Division of Small Business Opportunity (“Director”), as required by the Manager of Public Works, in accordance with §§ 28-51 to 28-90, D.R.M.C., and the implementing rules adopted by the Director (“Rules”).
- B. Under the City’s Ordinance No. 85, Series of 2014 (the “M/WBE Ordinance”), codified at §§ 28-51 to 28-90, D.R.M.C., the M/WBE participation goal for this contract is [**22% for construction**]. The good faith solicitation level is 100%
- C. The Contractor is committed to compliance with the M/WBE Ordinance in its performance of the Contract. The Contractor will continually pursue a level of M/WBE participation that equals or exceeds [22]% of the total construction price under the Contract.
- D. Because of the delivery method used for this Project, the work was not ready for subcontracting at the time when the Contractor was awarded the Contract. Therefore this Compliance Plan provides for the M/WBE solicitation and subcontracting to be performed after contract formation. The process by which the Contractor will solicit, obtain, count and maintain participation by MBE and WBE firms for this Project under this Compliance Plan, will be same as the M/WBE Ordinance requires for “design-bid-build” construction contracts.
- E. This Compliance Plan describes how the Contractor will address the project goal at the point where the project work is sufficiently defined that the process of obtaining subcontractors and suppliers can begin, by committing to utilize MBE/WBEs for the Project work, using the good faith efforts as defined by the M/WBE Ordinance.
- F. The delivery method for this project under the Contract is [CM/GC].

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

## **SECTION 2: KEY PERSONNEL**

[Tom Bailey], [303-944-1690], [tbailey@a-p.com], has been assigned as the [Senior Project Manager] for this Contract. The [Senior Project Manager] is responsible for the overall management of the Contractor’s performance of the Project.

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

[Tom Driscoll (TD)], [303-598-4716], [tdriscoll@a-p.com], is the [Superintendent], who reports to the [Senior Project Manager] and is responsible for compliance with this Compliance Plan, outreach and coordination activities, and maintaining appropriate records to ensure that goals are met.

[Tom Bailey], [303-944-1690], [tbailey@a-p.com], who is the [Senior Project Manager] who along with a Project Engineer to be named later will administer subcontracts and ensure that all documentation required by DSBO is prepared and maintained. [Tom Bailey] will coordinate the collection of DSBO documentation and monthly payroll reports from all subcontractors and suppliers, including but not limited to M/WBEs.

[Cole Mayer], [303-326-5854], [cmayer@a-p.com], is the [Pre-construction Manager], who will have the primary responsibility for subcontractor solicitation, subcontractor outreach, review of subcontractor bids and will assemble the intermediate and final estimates. In addition, Cole will have the primary responsibility for distribution of subcontractor pre-qualification information and for gathering and reviewing the completed forms.

## **SECTION 3: STRUCTURING BID PACKAGES FOR M/WBE PARTICIPATION**

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

*[Display the information in chart form. Examples are provided below for your use.  
Customize the form so that it provides the information specific to your project.  
The total at bottom needs to be the contract total.  
Showing subtotals along the way for completely different types of work is acceptable.  
Force accounts and contingency fees may be deducted from the total goals are met upon.  
The overall committed contract goal is the percentage stated on page 1. ]*

## GOALS SCHEDULE CHART

GOALS SCHEDULE CHART #1					
		Total Contract Scope		Estimated Potential MWBE Participation	
Workscope	Tier	Total Contract \$	Total Contract %	\$ of Listed Scope	% of Constr Services

**Phase I Bid Packages:**

Surveying	1st	\$40,120.00	0.15%	\$0.00	0.00%
Erosion and Sedimentation Controls	1st	\$110,135.00	0.42%	\$0.00	0.00%
Earthwork	1st	\$470,670.00	1.79%	\$0.00	0.00%
Utilities	1st	\$755,534.00	2.88%	\$0.00	0.00%
Shoring	1st	\$53,172.00	0.20%	\$0.00	0.00%
Dewatering	1st	\$34,330.00	0.13%	\$0.00	0.00%
Drilled Piers	2nd	\$440,672.00	1.68%	\$110,168.00	25.00%
Concrete Forming Walls	2nd	\$876,678.00	3.34%	\$490,939.68	56.00%
Reinforcing & WWF Supply	1st	\$126,001.00	0.48%	\$0.00	0.00%
Reinforcing & WWF Installation	2nd	\$59,345.00	0.23%	\$59,345.00	100.00%
Swimming Pool Package	2nd	\$3,110,672.00	11.86%	\$684,347.84	22.00%
PDU	1st	\$500,000.00	1.91%	\$0.00	0.00%

<b>Phase I Bid Packages Subtotal</b>		\$6,077,329.00		\$1,344,800.52	<b>22.13%</b>
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**Phase II Bid Packages:**

General Requirements-Final Cleaning of Exterior Site	1st	\$3,425.00	0.01%	\$3,425.00	100.00%
General Requirements-Large Crane	1st	\$165,994.00	0.63%	\$0.00	0.00%
General Requirements-Traffic Control & Barricades, LEED Recycling Signage, Temp. Lighting & Temp Heating	1st	\$168,865.00	0.64%	\$42,216.25	25.00%
General Requirements-Misc. Drawing Reproductions	1st	\$4,000.00	0.02%	\$0.00	0.00%
Concrete Flatwork Slabs	2nd	\$447,471.00	1.71%	\$223,735.50	50.00%
Steel	1st	\$2,299,764.00	8.77%	\$505,948.08	22.00%
Masonry	1st	\$1,255,162.00	4.78%	\$941,371.50	75.00%
Millwork	1st	\$124,414.00	0.47%	\$0.00	0.00%
Fiberglass Reinforced Plastic Panels	1st	\$896.00	0.00%	\$0.00	0.00%
Insulation	1st	\$106,898.00	0.41%	\$106,898.00	100.00%
Roofing	1st	\$284,498.00	1.08%	\$0.00	0.00%
Firestopping	1st	\$4,991.00	0.02%	\$0.00	0.00%
Waterproofing (Potentially BP#2)	1st	\$62,637.00	0.24%	\$62,637.00	100.00%
Joint Sealants	1st	\$37,433.00	0.14%	\$37,433.00	100.00%
Metal Panels	1st	\$218,170.00	0.83%	\$0.00	0.00%
Doors, Frames, Hardware Supply	1st	\$76,794.00	0.29%	\$0.00	0.00%
Doors, Frames, Hardware Installation	2nd	\$15,733.00	0.06%	\$15,733.00	100.00%
Access Door Supply	1st	\$3,000.00	0.01%	\$0.00	0.00%
Side Folding Doors	1st	\$22,151.00	0.08%	\$0.00	0.00%
Kalwall Skylight	1st	\$17,325.00	0.07%	\$0.00	0.00%
Glazing	1st	\$1,411,623.00	5.38%	\$0.00	0.00%
Framing / Drywall / Plaster	1st	\$708,675.00	2.70%	\$354,337.50	50.00%
Floor Finishes-Tile	1st	\$275,988.00	1.05%	\$137,994.00	50.00%

Floor Finishes-Resilient & Carpet	1st	\$69,658.00	0.27%	\$34,829.00	50.00%
Floor Finishes-Wood Flooring	1st	\$98,845.00	0.38%	\$0.00	0.00%
Floor Finishes-Resilient Athletic Flooring	1st	\$115,073.00	0.44%	\$0.00	0.00%
Floor Finishes-Stained Concrete	1st	\$33,457.00	0.13%	\$0.00	0.00%
Ceilings / Wall Panels	1st	\$47,568.00	0.18%	\$47,568.00	100.00%
Paint	1st	\$236,543.00	0.90%	\$236,543.00	100.00%
Specialties-Toilet Partitions	1st	\$31,050.00	0.12%	\$0.00	0.00%
Specialties-Toilet Accessories	1st	\$26,289.00	0.10%	\$0.00	0.00%
Specialties-Flagpoles	1st	\$3,843.00	0.01%	\$0.00	0.00%
Specialties-Interior Identifying Devices	1st	\$55,000.00	0.21%	\$55,000.00	100.00%
Specialties-Traffic Signage	1st	\$35,500.00	0.14%	\$35,500.00	100.00%
Specialties-Lockers	1st	\$72,600.00	0.28%	\$0.00	0.00%
Specialties-Fire Protection Specialties	1st	\$2,981.00	0.01%	\$0.00	0.00%
Specialties-Operable Wall	1st	\$37,512.00	0.14%	\$0.00	0.00%
Specialties-TV Brackets	1st	\$8,584.00	0.03%	\$0.00	0.00%
Specialties-Corner Guards	1st	\$720.00	0.00%	\$0.00	0.00%
Equipment-Residential Equipment (Appliances)	1st	\$3,507.00	0.01%	\$0.00	0.00%
Equipment-Projection Screens	1st	\$2,388.00	0.01%	\$0.00	0.00%
Equipment-Athletic Equipment	1st	\$87,080.00	0.33%	\$0.00	0.00%
Furnishings-Window Treatments	1st	\$114,835.00	0.44%	\$114,835.00	100.00%
Furnishings-Entrance Mats	1st	\$700.00	0.00%	\$0.00	0.00%
Elevator	1st	\$126,639.00	0.48%	\$0.00	0.00%
Fire Suppression	1st	\$300,374.00	1.14%	\$0.00	0.00%
Plumbing & HVAC	2nd	\$3,515,780.00	13.40%	\$70,315.60	2.00%
Electrical, Fire Alarm & Low Voltage Sytems	2nd	\$2,120,327.00	8.08%	\$63,609.81	3.00%
Asphalt Paving	1st	\$154,841.00	0.59%	\$0.00	0.00%
Striping	1st	\$2,783.00	0.01%	\$0.00	0.00%
Concrete Paving	1st	\$318,883.00	1.22%	\$159,441.50	50.00%
Crushed Stone Paving	1st	\$28,289.00	0.11%	\$0.00	0.00%
Fencing	1st	\$21,021.00	0.08%	\$21,021.00	100.00%
Site Furnishings	1st	\$87,699.00	0.33%	\$0.00	0.00%
Landscaping	1st	\$172,800.00	0.66%	\$172,800.00	100.00%

<b>Phase II Bid Packages Subtotal</b>		\$15,649,076.00		\$3,443,191.74	<b>22.00%</b>
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<b>Total Subcontracting Opportunities</b>		<b>\$21,726,405.00</b>		<b>\$4,787,992.26</b>	<b>22.04%</b>
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General Conditions, Payment & Performance Bonds, Insurances, Escalation Allowances, Contingencies & Fee not available as subcontracting opportunities		\$4,508,118.00		\$0.00	0.00%
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Total Contract Amount		\$26,234,523.00		\$4,787,992.26	
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GOALS SCHEDULE CHART #2				
AVAILABLE SUB-TRADE	APPROXIMATE DOLLAR AMOUNT	PERCENTAGE OF TOTAL PROJECT	ASSIGNED M/WBE GOAL PER SECTION	ANTICIPATED RESULTING M/WBE PARTICIPATION

**Phase I Bid Packages:**

Surveying	\$40,120.00	0.15%	0.00%	\$0.00
Erosion and Sedimentation Controls	\$110,135.00	0.42%	0.00%	\$0.00
Earthwork	\$470,670.00	1.79%	0.00%	\$0.00
Utilities	\$755,534.00	2.88%	0.00%	\$0.00
Shoring	\$53,172.00	0.20%	0.00%	\$0.00
Dewatering	\$34,330.00	0.13%	0.00%	\$0.00
Drilled Piers	\$440,672.00	1.68%	25.00%	\$110,168.00
Concrete Forming Walls	\$876,678.00	3.34%	56.00%	\$490,939.68
Reinforcing & WWF Supply	\$126,001.00	0.48%	0.00%	\$0.00
Reinforcing & WWF Installation	\$59,345.00	0.23%	100.00%	\$59,345.00
Swimming Pool Package	\$3,110,672.00	11.86%	22.00%	\$684,347.84
PDU	\$500,000.00	1.91%	0.00%	\$0.00
<b>Phase I Bid Packages Subtotal</b>	<b>\$6,577,329.00</b>		<b>22.13%</b>	<b>\$1,344,800.52</b>

**Phase II Bid Packages:**

General Requirements-Final Cleaning of Exterior Site	\$3,425.00	0.01%	100.00%	\$3,425.00
General Requirements-Large Crane	\$165,994.00	0.63%	0.00%	\$0.00
General Requirements-Traffic Control & Barricades, LEED Recycling Signage, Temp. Lighting & Temp Heating	\$168,865.00	0.64%	25.00%	\$42,216.25
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Equipment-Athletic Equipment	\$87,080.00	0.33%	0.00%	\$0.00
Furnishings-Window Treatments	\$114,835.00	0.44%	100.00%	\$114,835.00
Furnishings-Entrance Mats	\$700.00	0.00%	0.00%	\$0.00
Elevator	\$126,639.00	0.48%	0.00%	\$0.00
Fire Suppression	\$300,374.00	1.14%	0.00%	\$0.00
Plumbing & HVAC	\$3,515,780.00	13.40%	2.00%	\$70,315.60
Electrical, Fire Alarm & Low Voltage Systems	\$2,120,327.00	8.08%	3.00%	\$63,609.81
Asphalt Paving	\$154,841.00	0.59%	0.00%	\$0.00
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Site Furnishings	\$87,699.00	0.33%	0.00%	\$0.00
Landscaping	\$172,800.00	0.66%	100.00%	\$172,800.00
<b>Phase II Bid Packages Subtotal</b>	<b>\$15,649,076.00</b>		<b>22.00%</b>	<b>\$976,633.91</b>
<b>Total Subcontracting Opportunities</b>	<b>\$21,726,405.00</b>		<b>22.04%</b>	<b>\$4,787,992.26</b>
General Conditions, Payment & Performance Bonds, Insurances, Escalation Allowances, Contingencies & Fee not available as subcontracting opportunities	\$4,508,118.00			\$0.00
Total Contract Amount (excluding pre-con fee)	\$26,234,523.00			\$4,787,992.26



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

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

Package 1-Civil, site utilities, drilled piers, shallow foundations, pool dehumidification unit and aquatics package to be issued for bid on 03/27/15.  
Package 2-Balance of project to be issued around mid August 2015.]

D. *[Identify any specific issues or potential issues with the contract's scope of work and how the Contractor will address them – specialized work items, etc.: There are several very specialized scopes within this project that may have limited M/WBE resources available to perform this work These could include the following:*

Environmental consultant and dewatering specialists to assist with existing site soil contamination & groundwater contamination issues

Aquatics subcontractor including sub-tier items such as the slide]

This project will be solicited in a single bid package for each component of the work within the two phases requested by the City. The subcontractors will be encouraged to bid on all CSI Sections of work which they typically perform. Upon submission of a proposal for a bid package within each of the two phases of work, A&P will review that the bid is the best combination of cost, scope and M/WBE participation.

At the conclusion of the bid period and once all proposals are reviewed and tabulated, A&P will submit a participation schedule to the DSBO office for review and approval prior to issuing any contracts.

We propose that the Construction Packages will be broken down into the work categories identified in the attached Goals Schedule Chart Attachment A. This list also includes the scopes of work where A&P believes it may be possible to award portions of the project to M/WBE firms.

We will put forth our best faith effort to achieve the project goals of 22% through the 1<sup>st</sup> tier subcontractors and by 2<sup>nd</sup> tier subcontractors and/or vendors working through them. We will work closely to solicit and buy out all the subs in a way to match up the 2<sup>nd</sup> tier subcontractors with the 1<sup>st</sup> tier subcontractors where possible in the most economical way to achieve the goals. These dollar amounts will be identified through the use of signed Contracts. It is A&P's policy to use Subcontract Agreement forms rather than Letters of Intent. Subcontracts will be issued to subcontractors after a pre-award meeting with the subcontractor and Adolfson & Peterson Construction's superintendent, Senior Project Manager and Pre-construction Manager with the proposed successful subcontractors.

Adolfson & Peterson Construction has a comprehensive pre-qualification process that includes standard company information as well as references for similar projects, current

workload on hand and current financial stability. Both Cole Mayer and our Regional Controller, Mark LaBere, are listed as contacts on the pre-qualification form as references for any questions pertaining to the form and the information requested. See attached pre-qualification form as Attachment B.

- E. *[State whether the Contractor will prequalify any subcontractors. If prequalification will be used, identify all subcontracts for which the Contractor will prequalify subcontractors, and explain the prequalification process that will be used. All subcontractors on the project will be pre-qualified prior to issuance of a subcontract to the firm. All reasonable attempts will be made to solicit pre-qualification forms from interested bidders prior to these firms submitting bids, but A&P will accept bids from firms that have not been pre-qualified and request that the sample attached pre-qualification form be filled out immediately upon receipt of their bids prior to using information from the bids in assembling the CMGC's GMP estimate.]*
- F. The Contractor may pursue different percentage goals for M/WBE participation in each separate package of work put out for bids, based on the types of work and availability of certified M/WBE firms. However, the Contractor is committed to the overall goal of [22%] M/WBE participation in the total construction work amount.
- G. The Contractor may consider, in order to maximize M/WBE participation, subcontracting the following types of work which it might ordinarily self-perform:
- Surveying
  - Concrete Forming Walls
  - Concrete Flatwork Slabs
  - Rough Carpentry
  - Doors, Frames, Hardware
  - Erosion and Sedimentation Controls
  - Dewatering

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

The Contractor will conduct the following outreach efforts:

- A. Contractor will use the City's M/WBE directory and encourage all non-M/WBE subcontractors to use the directory when soliciting any of their own subcontractors or suppliers for the project.
- B. If during outreach efforts, Contractor locates a firm which appears to be eligible for City M/WBE certification but is not so certified, Contractor will direct the firm to DSBO and encourage the firm to pursue certification if eligible.
- C. When it has work packages ready for subcontracting, the Contractor will publish notices in The Daily Journal and other local publications and websites, identifying the

subcontracting opportunities and specifically soliciting City-certified M/WBE participation. The Contractor will also provide notice of all such solicitations to relevant organizations such as, but not limited to:

The Rocky Mountain Minority Supplier Development Council,  
The Hispanic Contractors of Colorado,  
The Colorado Women's Chamber of Commerce.  
Denver Urban Spectrum  
The Daily Journal

Notices will be published or provided no less than 10 calendar days before bids are due on the work.

- D. Contractor will conduct at least one pre-bid meeting, as announced in published notices, which all interested subcontractors and suppliers may attend, at which the Contractor will present information and answer questions about the work.
- E. [Identify any additional efforts or initiatives the Contractor will carry out.:

We will provide adequate notice and opportunity to potential M/WBE firms to bid all portions of the project for which they typically perform on those portions of work which they are pre-qualified to bid.

We will achieve the community outreach through the following methods:

- 1) Utilizing the City and County of Denver's M/WBE directory to identify certified M/WBE firms that may contribute to the participation goal.
- 2) Identifying opportunities for second tier M/WBE opportunities to bid to first tier subcontractors
- 3) Allowing all scopes of work to be bid to permit maximum M/WBE participation. Contacting M/WBE firms through published notices, phone, fax and/or email and through notification on iSQFT.
- 4) Targeting specific M/WBE firms with specific scopes for work and directly soliciting their bids
- 5) Provide technical assistance with the contract documents, plans and specifications as well as any documents distributed for free through on-line subcontractor solicitation – iSqFt and Adolphson & Peterson Construction's internal Bid Docs site available on our website. Hard copy plans will be distributed to those subcontractors requesting them. Plans will be available for pick-up at Adolphson & Peterson Construction's main office. The plans will be provided at no cost to the subcontractors and vendors.
- 6) Assist M/WBE subcontractors and vendors with our prequalification process
- 7) Promoting suitable contractual arrangements that offer special opportunities for M/WBE firms to participate
- 8) Requiring that non-M/WBE firms solicit bids from M/WBE suppliers, vendors and second tier subs
- 9) Attend minority trade association meetings that are scheduled between now and when bids are going to be solicited. These could include any of the following if the time of their meetings permits the opportunity:
  - a. Hispanic Contractors of Colorado – Next meeting is TBD
  - b. Rocky Mountain Minority Contractors Association – Next meeting is TBD

- c. Other organizations as recommended by DSBO's representatives.
- 10) Assist first tier non M/WBE subcontractors get in contact with appropriate second tier M/WBE firms. We intend to make available the list of solicited M/WBE firms to all subcontractors and vendors upon request.

- F. [Describe the bid/proposal process that will be used: Adolfson & Peterson Construction has outlined the bid/proposal process that will be utilized under Section 3, Article C & D, Section 4, Article C,D & E and under the description of our Pre-construction Manager's role in Section 2.]
- G. The Contractor will send to each bidder/proposer, a Notice of Selection for each subcontract for which it solicited M/WBE participation, no later than 30 days after it has entered into the subcontract, so that unsuccessful bidders/proposers are aware of the result of the bid/proposal process.

## **SECTION 5: M/WBE PARTICIPATION; MAINTAINING COMMITMENTS**

- A. When issuing each work package for bid under the Contract, the Contractor will make a good faith effort to meet or exceed the goal percentage of M/WBE participation which it has identified for that package. The minimum level of these efforts is specified in § 28-62(b), D.R.M.C. and Rule VII(B). They may include, but will not be limited to, the outreach activities identified in Section 4 above.
- B. When requested by DSBO, the Contractor will submit bid packages to DSBO for review and comment. When requested by DSBO, the Contractor will submit bid tabulation sheets to DSBO for review.
- C. The Contractor will report to DSBO the total M/WBE participation obtained for each bid package. No later than 5 days after issuing Notice to Proceed for such work, the Contractor will submit to DSBO, for each M/WBE subcontractor or supplier with whom it contracts, a Letter of Intent and other documentation, in accordance with Section 6 below. {A&P will issue Subcontracts rather than Letters of Intent.}
- D. The Contractor will document its efforts to obtain M/WBE participation for each work package, and submit such documentation to DSBO upon request by DSBO at any time. The Contractor acknowledges that it may meet or exceed a percentage goal for M/WBE participation on one or more work packages, but fall short of meeting the participation goal for the total construction contract amount. Therefore the Contractor must be able to demonstrate its good faith effort, consistent with § 28-62(b), D.R.M.C., to obtain M/WBE participation for each bid package under the contract, except for bid packages which are subject to a "modified good faith effort" under § 28-75(c), D.R.M.C., in which case the Contractor must be able to demonstrate its compliance with the requirements of § 28-75(c), D.R.M.C. Sections 28-62(b) and 28-75(c), D.R.M.C., are attached to this Compliance Plan as Attachment 1, for convenient reference.
- E. The M/WBE participation percentage will be calculated by dividing the total value of the M/WBE participation by the total contract amount for the project, including all change orders. The Contractor will count M/WBE participation according to the M/WBE Ordinance, including § 28-63, D.R.M.C., and Rule VII(C).

- F. As required by D.R.M.C. § 28-73, the Contractor shall immediately inform the DSBO in writing of any agreed-upon increase or decrease in the scope of work of the Contract, regardless of whether it has been reduced to writing at the time of notification. Any increase in the scope of work which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MBE or WBE under any subcontract, shall be contemporaneously submitted to the DSBO. Those changes to the scope of work that cannot be performed by existing project participants (the Contractor, subcontractors, suppliers, etc.) shall be subject to a goal for MBEs and WBEs equal to the original committed goal. The Contractor shall satisfy the goal for the changed scope of work by soliciting new MBEs or WBEs in accordance with § 28-60, D.R.M.C, and it must show each element of modified good faith that is stated in § 28-75(c), D.R.M.C. The Contractor shall provide to the Director the documentation described in § 28-75(c) with respect to the increased dollar value of the contract..
- G. The Contractor will comply with the provisions of § 28-75 as to the replacement of a WBE or MBE on the Project.
- H. The Contractor acknowledges that it has a continuing duty, under D.R.M.C. §§ 28-72, 28-73, and 28-75, to maintain, throughout the duration of the contract, compliance with the level of MBE and WBE participation committed to under any approved compliance plan, and that such commitment is a material condition of the Contract.

## **SECTION 6: COMPLIANCE DOCUMENTS AND REPORTING**

- A. The Contractor will submit the following documentation, properly completed and submitted monthly or when otherwise required by DSBO.
1. Prime contractor background information form\*
  2. DSBO Schedule of Work form\*
  3. Subcontractor background information form for all subcontractors\*
  4. M/WBE Letters of Intent {A&P does not use Letters of Intent; actual Subcontracts will be issued.}
  5. Monthly contractor's certification of payment forms (participation report)
  6. DSBO change order forms
  7. M/WBE final lien release forms
  8. B2G online payment verification

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

- B. The Contractor will document its progress in seeking and obtaining M/WBE participation as required by DSBO. Records of the Contractor's efforts to solicit M/WBE subcontractor and supplier participation, will be maintained and reported monthly to DSBO, or as otherwise required, including:
1. Dates of solicitation
  2. Names, addresses and telephone numbers of all M/WBE firms contacted.
  3. Description of efforts made to contact M/WBE firms.
  4. Description of information provided to M/WBE firms.
  5. Description of the process and outcome.
  6. Advertisements soliciting bids from M/WBE firms in local community publications or construction industry related publications.
  7. Schedules of pre-bid meetings to inform M/WBE and non-M/WBE subcontractors and suppliers of opportunities to participate.
  8. Evidence that the Contractor provided M/WBE subcontractors and suppliers necessary access to and adequate time to review all project documents.
  9. All other documentation required to establish the Contractor's compliance with the good faith efforts required by City ordinance, specifically the items enumerated in subsections 28-62(b)(2) through 28-62(b)(10). D.R.M.C.
- C. The participation will be accounted for as follows:
1. M/WBE acting as a subcontractor at any tier level by count for 100% of the work they perform including the supplies used in the performance of that work
  2. M/WBE joint venture partnerships at any tier level will be evaluated on a case-by-case basis and DSBO will determine that dollar amount participation that can be counted toward the overall M/WBE project goal of 22%
  3. M/WBE suppliers at any tier will count 60% of the total amount of the costs of the supply as this project is over the \$5,000,000 threshold
  4. M/WBE firms certified as Manufacturer's Representatives and Brokers at any tier level may only count for the commissions or fees earned for providing a product or material and cannot count any of the cost of the product they provide
  5. M/WBE trucking firms can be utilized as both subcontractors and brokers of material / aggregate if they are certified with DSBO in that manner

## **SECTION 7: PLAN ADMINISTRATION; MONITORING; CLOSEOUT**

- A. DSBO shall have prompt, full and complete access to all Contractor and subcontractor personnel, books and records required to monitor and assure performance of this Compliance Plan.
- B. The Contractor's personnel identified in Section 2 above, will be responsible for administering and monitoring the Contractor's performance of this Compliance Plan.
- C. Actual M/WBE participation will be calculated in accordance with the M/WBE Ordinance, including § 28-63, D.R.M.C., and applicable Rules. The Contractor will submit to DSBO a monthly tracking report demonstrating the M/WBE participation that has been achieved.
- D. The following milestones for review and reconciliation of M/WBE participation will be observed during the contract:

1. July 2015 – confirmation of all M/WBE subs that are to be used for the Phase I work that commences in mid August.
  2. November 2015 - confirmation of all M/WBE subs that are to be used for the Phase I work that commences in mid December.
  3. July 2016 - Perform an annual update and reconciliation of all figures including any Prime Contract Change Order adjustments to the City & County of Denver contract with Adolfson & Peterson Construction and any subcontract Change Orders that have been issued to any of the M/WBE firms.
  4. April 2017 - Make a final reconciliation of all figures including any Prime Contract Change Order adjustments to the City & County of Denver contract with Adolfson & Peterson Construction and any subcontract Change Orders that have been issued to any of the M/WBE firms.
- E. The Contractor acknowledges that the City may impose monetary penalties and/or withhold payment in the event of Contractor's non-compliance with the M/WBE Ordinance and this Compliance Plan.
- F. The Contractor will use the following methodology for final reconciliation of M/WBE participation performance achieved during the Contract term, measured against the established project goal. The Contractor will present copies of all signed DSBO Final Lien Release forms for MWBE firms utilized for participation on the Contract. DSBO will compare the Final Monthly Participation Report submitted by the Contractor to determine if the Final Lien Release dollar figures match what is contained within the Final Monthly Participation Report. Final Compliance shall be achieved when the Contractor establishes to the Director's satisfaction, that it has remitted payments to M/WBE firms utilized on the Project; that it utilized M/WBE firms in accordance with each such firm's Letter of Intent {A&P will issue Subcontracts rather than Letters of Intent.}; and that the amount of payments to M/WBE firms equals or exceeds the assigned M/WBE goal for the total amount of the Contract. Failure to achieve final compliance may subject the Contractor to sanctions, in accordance with D.R.M.C, Section 28-77. As provided in such ordinance, sanctions may include, but are not limited to, assessment by the Director of a monetary penalty against the Contractor in an amount not more than 150% of the contract amount for each MBE or WBE involved. Any such monetary penalty leveled by the Director shall be withheld from the final payment due to the Contractor, and any amount that remains due and owing to the City may be collected pursuant to D.R.M.C., Section 28-77. The Contractor may seek review of any such determination by the Director to levy sanctions through the dispute resolution process set forth in the Construction Contract.

## **SECTION 8: NON-COMPLIANCE; SANCTIONS; REMEDIATION PLAN**

- A. At all times, DSBO shall monitor the Contractor's compliance with this Plan and the M/WBE Ordinance and Rules. The Contractor shall fully cooperate with DSBO's compliance monitoring and auditing efforts, including DSBO's investigation of any alleged or suspected non-compliance by the Contractor.
- B. If the Director has reason to believe that the Contractor is not in compliance with this Plan

or with the M/WBE Ordinance, the Director shall give the Contractor written notice of non-compliance, citing the reasons why the Contractor is not in compliance, and giving the Contractor thirty (30) days in which to submit a remediation plan for the Director's review and acceptance. The remediation plan shall demonstrate how the Contractor will cure such non-compliance, and if such non-compliance consists of failure to obtain or maintain M/WBE participation at the committed level, that the Contractor's M/WBE participation level will again achieve the committed level, and that the Contractor will ultimately achieve the committed participation goal for the contract..

- C. The Contractor shall, within such thirty (30) day period, deliver to the Director a written remediation plan the Director's review and approval.
- D. The Director may issue a written determination of non-compliance and the sanction which the Director has elected to impose as a consequence:
  - (1) If the Contractor does not respond within the time allowed; or
  - (2) If the Contractor fails to submit a satisfactory remediation plan; or
  - (3) If a Contractor submits an acceptable remediation plan but thereafter fails to comply with the plan.
- E. The Contractor may contest a determination issued under Section 8(D), by requesting a hearing within 30 days after the date of such determination, as provided in § 28-33, D.R.M.C.

## **SECTION 9: MEDIATION**

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

Adolfson & Peterson Construction will endeavor to resolve each dispute as it arises on a case by case basis, subject to contract requirements. All disputes will be documented and reported to the DSBO and shall include a resolution plan. If necessary, Adolfson & Peterson Construction will request assistance with the resolution process from the DSBO. Adolfson & Peterson Construction contract requires all disputes to first be addressed directly through Adolfson & Peterson Construction. We will notify the DSBO of the dispute immediately. Once resolved, the appropriate documentation will be issued to the DSBO. If the dispute is unresolved, the DSBO will be notified as such. DSBO will notify Adolfson & Peterson Construction if it learns of any disputes on the project.



IN WITNESS WHEREOF, Contractor has executed and agrees to abide by the terms of this Compliance Plan as of the 6th day of April, 2015.

Contractor: AP Mountain States, LLC d.b.a. Adolfson & Peterson Construction

A handwritten signature in black ink that reads "Tom C. Bailey". The signature is written in a cursive style with a large, stylized initial "T".

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By: Tom C. Bailey, P.E., LEED AP  
Its: Senior Project Manager

## ATTACHMENT 1

### EXCERPTS FROM DENVER REVISED MUNICIPAL CODE *Sections 28-62(b) and 28-75(c), D.R.M.C*

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

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

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

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

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

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

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



### Subcontractor Pre-Qualification Worksheet

Subcontractor prequalification is an integral part of our risk management program and a prerequisite for working with Adolfson & Peterson Construction. Please complete the enclosed subcontractor prequalification questionnaire to help us better understand your operational capabilities, safety record, and liquidity. With the information provided, we establish an aggregate contractual threshold limit and update our estimating database for consideration on future projects.

As part of this submission, we require a recent balance sheet showing your current assets, current liabilities, and equity to calculate your aggregate contractual threshold limit. All subcontractor prequalification questionnaires and balance sheets are held in strict confidence and are only reviewed by our regional controller.

#### I. COMPANY INFORMATION

a. Company Legal Name \_\_\_\_\_

b. Subsidiaries and divisions: \_\_\_\_\_  
\_\_\_\_\_

c. Address \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

d. Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

e. Website: \_\_\_\_\_

f. Description of trade/product provided: \_\_\_\_\_  
\_\_\_\_\_

g. Federal Employer ID #: \_\_\_\_\_

h. Contractors License Number: \_\_\_\_\_ State: \_\_\_\_\_ Classification: \_\_\_\_\_

i. States and/or Service Region where your firm is willing to do business:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

j. Company type:  Corporation  Partnership  LLC  
 Wholly-owned Subsidiary  Sole Proprietor  Joint Venture

k. Parent Company Name (if applicable): \_\_\_\_\_

l. Year founded: \_\_\_\_\_ Fiscal year ending: \_\_\_\_\_

m.  Non-Union  Union Name of union: \_\_\_\_\_

n. Average number of employees: \_\_\_\_\_ Office: \_\_\_\_\_ Field: \_\_\_\_\_

o. Officers and Owners (list all officers and all owners with greater than 10% ownership):

| Name  | Title | Ownership % |
|-------|-------|-------------|
| _____ | _____ | _____       |
| _____ | _____ | _____       |
| _____ | _____ | _____       |
| _____ | _____ | _____       |

p. Has your firm gone through an ownership change in the last 12 months?

No  Yes If yes, please explain:

\_\_\_\_\_  
\_\_\_\_\_

q. Primary points of contact within your organization:

| Department | E-mail | Name  | Phone # | Fax # |
|------------|--------|-------|---------|-------|
| Estimating | _____  | _____ | _____   | _____ |
| Accounting | _____  | _____ | _____   | _____ |
| Warranty   | _____  | _____ | _____   | _____ |
| Safety     | _____  | _____ | _____   | _____ |

**II. SAFETY INFORMATION**

a. Provide your worker's compensation experience modification factors for the last 3 years

\_\_\_\_\_ Current \_\_\_\_\_ Last year \_\_\_\_\_ Two years ago

b. In the last 5 years, has your company been cited by OSHA for a "serious" or "willful" violation?

No  Yes If yes, please explain:

\_\_\_\_\_  
\_\_\_\_\_

c. Provide a copy of your current OSHA 300 log as an attachment to this form.

**III. FINANCIAL INFORMATION**

a. Dun & Bradstreet \_\_\_\_\_

b. Historical financial information (past three years)

| Year Ending | Revenue | Ending Backlog |
|-------------|---------|----------------|
| _____       | _____   | _____          |
| _____       | _____   | _____          |
| _____       | _____   | _____          |

c. Current year projections

Revenue (\$) \_\_\_\_\_  
Current Backlog (\$) \_\_\_\_\_  
Current Number of Projects in Progress \_\_\_\_\_  
Average Contract Size \_\_\_\_\_  
Largest Contract in past 36 months \_\_\_\_\_  
Number of LEED projects completed \_\_\_\_\_

d. *Provide a recent balance sheet. All subcontractor prequalification questionnaires & balance sheets are held in strict confidence and are only viewed by our Regional Controller. No consideration is given to questionnaires submitted without a balance sheet.*

f. Name of Primary Bank: \_\_\_\_\_

g. Bank Line of Credit: \_\_\_\_\_ Unused Portion: \_\_\_\_\_

h. Are any assets pledged or collateralized?  Yes  No If so, how much? \_\_\_\_\_

i. Auditor/Outside Accountant's Name (firm name): \_\_\_\_\_

j. Describe all lawsuits and judgments against your company in the last 2 years:

\_\_\_\_\_  
\_\_\_\_\_

k. Have any of your principals or officers ever filed for bankruptcy either personally or for a business they were associated with?  No  Yes If yes, please explain:

\_\_\_\_\_  
\_\_\_\_\_

l. Has your Company utilized the internet-based Textura solution for the exchange of construction project documents and payments ([www.texturallc.com](http://www.texturallc.com))?  No  Yes

If not, please contact TEXTURA at 1-866-TEXTURA and/or [customerservice@texturacorp.com](mailto:customerservice@texturacorp.com) to get setup.

**IV. SURETY AND BONDING**

- a. Surety Company (indicate if none): \_\_\_\_\_
- b. Surety broker/agent Name: \_\_\_\_\_
- c. Surety broker/agent Phone #: \_\_\_\_\_
- d. Bonding Capacity: Per Job \_\_\_\_\_ Aggregate \_\_\_\_\_
- e. Bond Rate (per thousand): \_\_\_\_\_

**Please provide a letter from your surety confirming your capacity and good standing.**

**V. INSURANCE INFORMATION**

Adolfson & Peterson Construction requires the following insurance from its subcontractors:

**MINIMUM LIMITS OF LIABILITY:** Subcontractor will obtain insurance with limits as specified below, or such higher limits if imposed by Owner or by the Prime Contract Documents.

| TYPE OF INSURANCE                                                                              | ALL LIMITS IN THOUSANDS                   |                |
|------------------------------------------------------------------------------------------------|-------------------------------------------|----------------|
| <b>Commercial General Liability</b>                                                            |                                           |                |
| Premises/Operations                                                                            | General Aggregate (Per Project)           | \$2,000        |
| Products/Completed Operations                                                                  | Products Comp/OPS Aggregate               | \$2,000        |
| Contractual                                                                                    | Personal & Advertising Injury             | \$1,000        |
| Independent Contractors                                                                        | Each Occurrence/Combined                  | \$1,000        |
| Broad Form Property Damage                                                                     | Single Limit (BI/PD)                      |                |
| Personal Injury                                                                                |                                           |                |
| Explosion/Collapse/Underground (XCU)                                                           |                                           |                |
| <b>Automobile Liability</b>                                                                    |                                           |                |
| Any Auto or All Owned Autos                                                                    | Bodily Injury (Per Person)                | \$1,000        |
| Hired Autos                                                                                    | Bodily Injury (Per Accident)              | \$1,000        |
| Non-Owned Autos                                                                                | Property Damage                           | \$1,000        |
|                                                                                                | or Combined Single Limit                  | \$1,000        |
| <b>Umbrella Liability Per Project Aggregate</b>                                                | <b>All Subcontractors</b>                 | <b>\$5,000</b> |
| <b>Workers' Compensation (Coverage A)</b>                                                      | <b>Coverage A - Statutory</b>             |                |
| <b>Employer's Liability (Coverage B)</b>                                                       | <b>Coverage B - \$500 (Each Accident)</b> |                |
|                                                                                                | <b>\$500 (Disease – Policy Limit)</b>     |                |
|                                                                                                | <b>\$500 (Disease – Each Employee)</b>    |                |
| <b>Errors and Omissions (when any design or professional services of any type is supplied)</b> |                                           |                |
|                                                                                                | Per Occurrence/Claim                      | \$1,000        |
|                                                                                                | Aggregate with 3 Year Tail if Claims Made | \$1,000        |

- a. Do your Company's existing insurance policies meet these requirements?  No  Yes

If no, please explain:

\_\_\_\_\_

\_\_\_\_\_

- b. Please provide a sample of your insurance certificate as an attachment to this form.

**VI. PERFORMANCE INFORMATION**

- a. Has an owner or general contractor terminated your contract for cause in the last 5 years?  
 No                       Yes                      If yes, please explain:  
\_\_\_\_\_  
\_\_\_\_\_
- b. Has your company failed to complete any construction contracts in the last 5 years?  
 No                       Yes                      If yes, please explain:  
\_\_\_\_\_  
\_\_\_\_\_
- c. Provide as an attachment to this form, a list of 5 supplier or financial trade references including name, contact name, and phone number.
- d. Provide as an attachment to this form, a list of major construction projects your organization has completed or are currently in progress, giving the name of the project, owner, architect, general contractor, contract amount, city/state, and completion date over the past several years.

**VII. MINORITY INFORMATION**

- a. Please check all that apply:
    - MBE (minority business)
    - AABE (African American Business)
    - ABE (Asian American Business)
    - HBE (Hispanic Business)
    - NABE (Native American Business)
    - WBE (Women's Business)
    - DBE (Disadvantage Business)
    - SBE (Small Business)
    - HUB (Historically Underutilized Business)
    - None of the above
  - b. Certification status:
    - Not applicable
    - Self
    - Public
    - Private
- City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_  
NMSDC Affiliates: \_\_\_\_\_ (National Minority Supplier Development Council)
- c. Provide a copy of your Minority Certification as an attachment, if applicable.

**VIII. SIGNATURES OF SUBCONTRACTOR**

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**IX. INTERNAL A&P USE ONLY**

Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Approve?             No                       Yes  
Aggregate Limit: \_\_\_\_\_

Attachments included:

- Specialties Identification / CSI Code Listing
- Current OSHA 300 Log (Per Section II c)
- Balance Sheet (Reviewed or Audited, or most recent internal month-end)
- Surety Reference Letter (per Section IV)
- Sample Insurance Certificate (per Section V)
- Supplier or Financial Trade References (per Section VI c)
- List of Completed and Active Construction Projects (per Section VI d)
- Form W-9





**EXHIBIT P**  
**Equal Employment Opportunity Provisions**

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

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

**RULE I - DEFINITIONS**

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

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

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

## **RULE III - HEARING**

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

## **REGULATIONS**

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

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

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

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

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

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

The Director of the Division of Small Business Opportunity shall promptly report apparent affirmative action deficiencies to the Manager.

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

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

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

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

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

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

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

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

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

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

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

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

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

**REGULATION NO. 10 - CLAUSES:**

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

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

All amendments to the appendices shall be included by reference.

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

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

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

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

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

**APPENDIX A**

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

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

Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

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

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

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

**APPENDIX F**

**AFFIRMATIVE ACTION REQUIREMENTS**

**EQUAL EMPLOYMENT OPPORTUNITY**

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

**NOTICE**

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

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

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

Manager of Public Works  
City and County of Denver



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

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

**1. GOALS AND TIMETABLES:**

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

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

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

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

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

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

**2. SPECIFIC AFFIRMATIVE ACTION STEPS:**

No contractor shall be found to be in noncompliance solely on account of its failure to meet its goals, but will be given an opportunity to demonstrate that the contractor has instituted all the specific affirmative action steps specified and has made every good faith effort to make these steps work toward the attainment of its goals within the timetables, all to the purpose of expanding minority and female utilization in its aggregate

workforce. A contractor, who fails to comply with its obligation under the Equal Opportunity Clause of its contract and fails to achieve its commitments to the goals for minority and female utilization has the burden of proving that it has engaged in an Affirmative Action Program directed at increasing minority and female utilization and that such efforts were at least as extensive and as specific as the following:

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

- i. The Contractor should have made certain that all facilities are not segregated by race.
- j. The Contractor should have continually monitored all personnel activities to ensure that its EEO policy was being carried out including the evaluation of minority and female employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.
- k. The Contractor should have solicited bids for subcontracts from available minority and female subcontractors engaged in the trades covered by these Bid Conditions, including circulation of minority and female contractor associations.

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

**3. NON - DISCRIMINATION:**

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

**4. COMPLIANCE AND ENFORCEMENT:**

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

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

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

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

2. The pendency of such proceedings shall be taken into consideration by the Department of Public Works in determining whether such contractor can comply with the requirements of Article III, Division 2 of Chapter 28 of the Revised Municipal Code, and is therefore a "responsible prospective contractor".
3. The Division of Small Business Opportunity shall review the Contractor's employment practices during the performance of the contract. If the Division of Small Business Opportunity determines that the Contractor's Affirmative Action Plan is no longer an acceptable program, the Director shall notify the Manager.

**C. OBLIGATIONS APPLICABLE TO CONTRACTORS:**

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

**D. GENERAL REQUIREMENTS:**

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

1. Contractors hereby agree to refrain from entering into any contract or contract modification subject to Article III, Division 2, Chapter 28 of the Revised Municipal Code with a contractor debarred from, or who is determined not to be a "responsive" bidder for the City and County of Denver contracts pursuant to the Ordinance.
2. The Contractor shall carry out such sanctions and penalties for violation of these Bid Conditions and the Equal Opportunity Clause including suspension, termination and cancellation of existing subcontracts and debarment from future contracts as may be ordered by the Manager pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code and its implementing regulations.
3. Nothing herein is intended to relieve any contractor during the term of its contract from compliance with Article III, Division 2, Chapter 28 of the Revised Municipal Code, and the Equal Opportunity Clause of its contract with respect to matters not covered in these Bid Conditions.

4. Contractors must keep such records and file such reports relating to the provisions of these Bid Conditions as shall be required by the Office of Contract Compliance.
5. Requests for exemptions from these Bid Conditions must be made in writing, with justification, to the Manager of Public Works, 201 W. Colfax, Dept. 608, Denver, Colorado 80202, and shall be forwarded through and with the endorsement of the Director

# EXHIBIT Q

BOND NO. 929618565 / 40-SUR-300007-01-0014

## CITY AND COUNTY OF DENVER DEPARTMENT OF PUBLIC WORKS

### PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned AP Mountain States, LLC dba Adolfson & Peterson Construction, a corporation organized and existing under and by virtue of the laws of the State of Colorado, hereafter referred to as the "Contractor", and, The Continental Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of Pennsylvania, and authorized to transact business in the State of Colorado, National Indemnity Company, a corporation organized and existing under and by virtue of the laws of the State of Nebraska, 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 EIGHT MILLION SEVEN HUNDRED AND EIGHTY NINE THOUSAND NINETY SIX DOLLARS AND NO CENTS (\$ 8,789,096.00), 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. 201523539 - CENTRAL DENVER RECREATION CENTER**, 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;

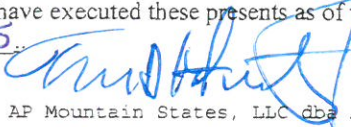
PROVIDED FURTHER, that if said Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools or equipment used or performed in the prosecution of work provided for in the 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

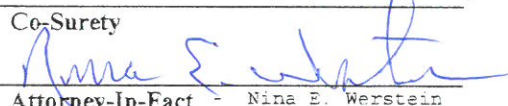
7th day of August, 2015.

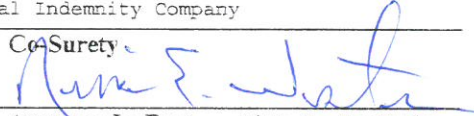
  
AP Mountain States, LLC dba Adolfsen & Peterson Construction

Contractor  
**TOM HORSTING, SR. VICE PRESIDENT**  
By: AP MOUNTAIN STATES  
President

Attest:

Secretary

The Continental Insurance Company (CNA Surety)  
Co-Surety  
By:   
Attorney-In-Fact - Nina E. Werstein

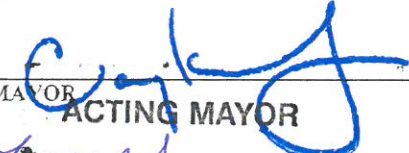
National Indemnity Company  
Co-Surety  
By:   
Attorney-In-Fact - Nina E. Werstein

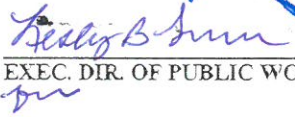
(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond).

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

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

APPROVED FOR THE CITY AND COUNTY OF DENVER

By:   
MAJOR  
ACTING MAYOR

By:   
EXEC. DIR. OF PUBLIC WORKS

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Dennis G. Loots, Laurie F. Pflug, Jill N. Swanson, Nina E. Werstein, Brian D. Carpenter, Nicole Langer, Craig Olmstead, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of July, 2014.



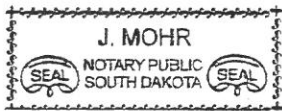
The Continental Insurance Company

Paul T. Bruflat (Signature)

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 30th day of July, 2014, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2015

J. Mohr (Signature)

J. Mohr Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this \_\_\_\_\_ day of \_\_\_\_\_.



The Continental Insurance Company

D. Bult (Signature)

D. Bult Assistant Secretary



## Authorizing Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

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

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

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

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

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



Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 100 Federal Street, 20th Floor, Boston, Massachusetts 02110, NATIONAL INDEMNITY COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131, and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: Brian Carpenter, Heather Goedel, Jessica L. Hoff, Laurie Pflug, Jill N. Swanson, Michelle Sylvester, Nicole Langer, Nina E. Werstein, 1600 Utica Ave South, Suite 600 of the city of Minneapolis, State of Minnesota, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of November 18, 2014. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

[Signature of David Fields]

By:

David Fields, Executive Vice President



NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

[Signature of David Fields]

By:

David Fields, Vice President



NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 18th day of November, 2014 before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



[Signature of Willy S. Soutiere]

Notary Public

I, Brennan Neville, the undersigned, Assistant Secretary of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, I have hereunto affixed the seals of said companies this date of \_\_\_\_\_.



[Signature of Brennan Neville]

Assistant Secretary

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, 100 Federal Street, 20th Floor, Boston, MA 02110 | (617) 936-2971 or by email at Courtney.Walker@bhspecialty.com. THIS POWER OF ATTORNEY IS VOID IF ALTERED. To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)**

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

**NATIONAL INDEMNITY COMPANY (BY-LAWS)**

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

**NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

Resolved, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) to remove at any time any such Attorney-in-fact and revoke the authority given him.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)**

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

Resolved, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) to remove at any time any such Attorney-in-fact and revoke the authority given him.

# Willis

**Nina E. Werstein**

Vice President

Willis of Minnesota, Inc.

1600 Utica Ave South, Suite 600

Minneapolis MN 55416

Direct: 763.302.7109

[Nina.werstein@willis.com](mailto:Nina.werstein@willis.com)

## PERFORMANCE AND PAYMENT BOND SURETY AUTHORIZATION

July 30, 2015

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

Re: AP Mountain States, LLC dba Adolfson & Peterson Construction, Aurora, CO  
Contract No. 201523539  
Project Name: Central Denver Recreation Center  
Contract Amount: \$8,789,096.00  
Performance and Payment Bond No.: 929618585 / 40-SUR-300007-01-0014

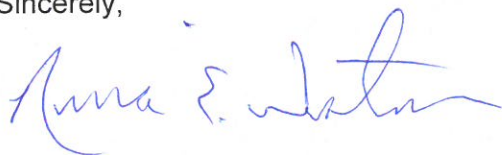
Dear Assistant City Attorney:

The Performance and Payment Bonds covering the above captioned project were executed by this agency through The Continental Insurance Company and National Indemnity Company (co-sureties), on July 30, 2015.

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

If you have any additional questions or concerns, please don't hesitate to give me a call at (763)302-7109. FAX Number: 763-302-7200


Sincerely,



Nina E. Werstein  
Vice President - Willis of Minnesota, Inc.

## EXHIBIT R

### Contractor's Certification of Payment Form

|                                                                                                                                                                                                                                                                               |                                  |                          |             |                                              |                                    |                                          |                                                     |                  |                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------------|-------------|----------------------------------------------|------------------------------------|------------------------------------------|-----------------------------------------------------|------------------|------------------------|
|                                                                                                                                                                                              | <b>City and County of Denver</b> |                          |             |                                              |                                    | Office of Economic Development           |                                                     |                  |                        |
|                                                                                                                                                                                                                                                                               |                                  |                          |             |                                              |                                    | Compliance Unit                          |                                                     |                  |                        |
|                                                                                                                                                                                                                                                                               |                                  |                          |             |                                              |                                    | 201 W. Colfax Ave., Dept. 907            |                                                     |                  |                        |
|                                                                                                                                                                                                                                                                               |                                  |                          |             |                                              |                                    | Denver, CO 80202<br>Phone: 720.913.1999  |                                                     |                  |                        |
| <b>Division of Small Business Opportunity</b>                                                                                                                                                                                                                                 |                                  |                          |             |                                              |                                    |                                          |                                                     |                  | Fax: 720.913.1803      |
| <b>Contractor's/Consultant's Certification of Payment (CCP)</b>                                                                                                                                                                                                               |                                  |                          |             |                                              |                                    |                                          |                                                     |                  |                        |
| Prime Contractor or Consultant:                                                                                                                                                                                                                                               |                                  |                          | Phone:      |                                              |                                    | Project Manager:                         |                                                     |                  |                        |
| Pay Application #:                                                                                                                                                                                                                                                            |                                  | Pay Period:              |             |                                              | Amount Requested: \$               |                                          |                                                     |                  |                        |
| Project #:                                                                                                                                                                                                                                                                    |                                  | Project Name:            |             |                                              |                                    |                                          |                                                     |                  |                        |
| Current Completion Date:                                                                                                                                                                                                                                                      |                                  | Percent Complete:        |             |                                              | Prepared By:                       |                                          |                                                     |                  |                        |
| (I) - Original Contract Amount: \$                                                                                                                                                                                                                                            |                                  |                          |             |                                              | (II) - Current Contract Amount: \$ |                                          |                                                     |                  |                        |
|                                                                                                                                                                                                                                                                               |                                  | A                        | B           | C                                            | D                                  | E                                        | F                                                   | G                | H                      |
| Prime/Subcontractor/Supplier Name                                                                                                                                                                                                                                             | M/W/B/<br>DBE/<br>NON            | Original Contract Amount | % Bid (A/I) | Current Contract Amount including Amendments | % Revised (C/II)                   | Requested Amount of this Pay Application | Amount Paid on the Previous Pay Application # _____ | Net Paid To Date | Paid % Achieved (G/II) |
|                                                                                                                                                                                                                                                                               |                                  |                          |             |                                              |                                    |                                          |                                                     |                  |                        |
|                                                                                                                                                                                                                                                                               |                                  |                          |             |                                              |                                    |                                          |                                                     |                  |                        |
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|                                                                                                                                                                                                                                                                               |                                  |                          |             |                                              |                                    |                                          |                                                     |                  |                        |
|                                                                                                                                                                                                                                                                               |                                  |                          |             |                                              |                                    |                                          |                                                     |                  |                        |
|                                                                                                                                                                                                                                                                               |                                  |                          |             |                                              |                                    |                                          |                                                     |                  |                        |
| <b>Totals</b>                                                                                                                                                                                                                                                                 |                                  |                          |             |                                              |                                    |                                          |                                                     |                  |                        |
| The undersigned certifies that the information contained in this document is true, accurate and that the payments shown have been made to all subcontractors and suppliers used on this project and listed herein. Please use an additional form, if more space is necessary. |                                  |                          |             |                                              |                                    |                                          |                                                     |                  |                        |
| Prepared By (Signature):                                                                                                                                                                                                                                                      |                                  |                          |             |                                              |                                    | Date:                                    |                                                     |                  |                        |
| Page of                                                                                                                                                                                                                                                                       |                                  |                          |             |                                              |                                    |                                          |                                                     |                  |                        |
| COMP-FRM-027 rev 022311                                                                                                                                                                                                                                                       |                                  |                          |             |                                              |                                    |                                          |                                                     |                  |                        |



## Instructions for Completing the Contractor/Consultant Certification of Payment Form

Office of Economic Development  
Division of Small Business Opportunity  
**Compliance Unit**  
201 W. Colfax Ave., Dept. 907  
Denver, CO 80202  
Phone: 720-913-1999  
Fax: 720-913-1803  
[dsbo@denvergov.org](mailto:dsbo@denvergov.org)

**Note:** The attached Contractor/Consultant Certification of Payment form must be completed by the Contractor/Subconsultant and all subcontractors/subconsultant or suppliers used on the project at any tier and submitted with each pay application. The Contractor/Consultant is responsible for the accuracy of all information provided and is required to have each subcontractor/subconsultant or supplier fill out the appropriate forms. Please be sure to complete all information requested at the top of the form, including the name of the person who prepared this form.

If you reproduce this form, you must continue to list each of the originally listed firms, as well as any additional firms used during the performance period of the contract.

If you have any questions, please call the Compliance Unit of DSBO at 720.913.1999.

### Instructions for Completing the Contractor/Consultant Certification of Payment Form, per Column

**Contractor/Subcontractor or Subconsultant/Supplier Name:** In the space provided, list all subcontractors/subconsultants and suppliers used on the project. For all M/W/S/DBEs use the exact name listed in the DSBO Directory.

**M/W/S/DBE/NON:** For each name listed, indicate whether the entity is a certified M/W/S/DBE.

**Column A:** Provide the contract amount, as listed at bid time, for the Contractor/Consultant and each subcontractor/subconsultant or supplier.

**Column B:** Provide the percentage portion of each listed subcontractor/subconsultant or supplier contract amount (Column A) compared to the total original contract amount in (I).

**Column C:** Provide the original contract amount (Column A) for each subcontractor/subconsultant or supplier plus any awarded alternate and/or change order amounts applicable. If an alternate/change order does not apply to the listed firm, re-enter the original contract amount (Column A).

**Column D:** Provide the percent portion of each listed subcontractor/subconsultant or supplier contract amount (Column C) compare to the current total contract amount in (II).

**Column E:** Provide the amount requested for work performed or materials supplied by each listed subcontractor/subconsultant or supplier for this pay application. The sum of the items in this column should equal the estimated amount requested for this pay application.

**Column F:** Provide the amount paid to each subcontractor/subconsultant or supplier on the previous pay application. Enter the previous pay application number in the column heading. The sum of the items listed in this column should equal the warrant amount paid to the Contractor/Consultant on the previous pay application. The amounts paid to the subcontractor/subcontractor or suppliers should be the actual amount of each check issued.

**Column G:** Provide the net paid to date for the Contractor/Subconsultant and each listed subcontractor/subconsultant or supplier.

**Column H:** Provide the percent portion of the net paid to date (Column G) for the Contractor/Subconsultant and each listed subcontractor/subconsultant or supplier of the current total contract amount in (II).

**EXHIBIT S**

**Final Receipt Form - Certificate of Final Release**



**Denver Public Works**

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

Certificate of Contract Release  
(SAMPLE)

Date

Name

Company

Street

City/State/Zip

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

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

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

\_\_\_\_\_  
Contractor’s Signature

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

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