

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

CONTRACT NO. 202579671

Sidewalk Program Integrated Construction Services

CONTRACT

THIS CONTRACT (this “Contract” or “Agreement”) is made and entered into as of the Effective Date (as hereinafter defined) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **MILENDER WHITE CONSTRUCTION CO.**, a Colorado corporation, with its principal place of business located at 12655 W 54th Drive, Arvada, CO 80002 (the “**Contractor**” and referred to herein, together with the City, as the “**Parties**” or each individually as a “**Party**”).

RECITALS

1. The City has identified a need to retain a highly qualified contractor to manage, perform, or cause to be performed and delivered to the City, as authorized by the Executive Director of the Department of Transportation and Infrastructure (DOTI), certain preconstruction services, construction procurement services, construction, and construction management services to deliver City sidewalk projects in support of the Ordinance 307 Sidewalk Program which is managed by DOTI (collectively, the “**Program**”).

2. The services to be provided may include, without limitation, preconstruction services, construction procurement services, construction management services, and construction work as required to complete all Program Work.

3. In accordance with Section 20-56 of the Denver Revised Municipal Code, the City issued a Request for Proposals, dated February 19, 2025 (“**RFP**”). The Contractor submitted responses to the RFP, dated March 25, 2025 and April 18, 2025 (the “**RFP Response**” and sometimes referred to herein as the “**Proposal**”) The Proposal was received by the Executive Director of DOTI, who recommended that this Contract be made and entered into with the Contractor who was the selected proposer.

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

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

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

or Work Order basis in accordance with the terms and conditions of this Contract and the Contract Documents.

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

AGREEMENT

1.0 DEFINITIONS AND FORMAT

1.1 Work. The terms “**Scope of Work**” or “**Work**” or as used herein shall mean all work and services associated with the Program as directed by the City, and includes all labor, management, administration, supervision, materials, supplies, manufactured components, equipment, installation, testing, construction, supervision, professional services, and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations under this Contract. The Work shall constitute the whole of the Program. The “Work” is segregated into four (4) separate categories identified and defined in **Exhibit A** attached hereto and referred to herein as the “**Preconstruction Services**,” the “**Construction Procurement Services**,” the “**Construction Services**,” and the “**Construction Management Services**.” The foregoing definition of Work shall supersede and replace the definition of the “Work” as set forth in Section 121 of the General Conditions.

1.2 Projects. As used herein, a “**Project**” means each individual component of Work as set forth in one of the following Task/Work Orders:

- a) A “**Professional Task Order**” (or “**Type 1 Task Order**”) which may include any combination of Preconstruction Services, Construction Procurement Services, and/or Construction Management Services.
- b) A “**Construction Work Order**” (or “**Type 2 Work Order**”), which will consist of Construction Services to be performed by a third-party contractor and will include Construction Management Services to be provided by the Contractor for which the Contractor will be compensated by the Construction Management Fee included in the Type 2 Work Order.
- c) A “**Prime Contractor Construction Work Order**” (or “**Type 3 Work Order**”), which will consist of Construction Services to be self-performed by the Contractor pursuant to the terms set forth herein.

Contractor shall provide coordination and management of all Projects to provide the City with a turn-key Program managed on a daily basis by one designated DOTI employee. Contractor will be responsible for coordinating the delivery of all services and Projects in the Program in a manner that will minimize costs and disruption while meeting Program delivery deadlines. Unless the City pre-approves a different procedure in writing, Contractor must obtain a minimum of three sealed and date stamped bids for all Construction Services Work Orders (Type 2 and Type 3). Contractor

may submit sealed bids for Construction Work it wants to self-perform pursuant to the terms set forth in Section 4.0 below. All bids will be opened in the presence of the City Program Manager. Projects will be separately funded from dedicated sources.

1.3 Construction Management Fee. As used herein, the “**Construction Management Fee**” or “**CM Fee**” shall mean the fixed percentage applied to the Direct Cost only. The Construction Management Fee includes all Contractor overhead and profit. The Construction Management Fee is Nine percent (9%) of the Direct Cost of the Construction Services for the Type 2 Work Order (excluding Bond Cost). The Construction Management Fee is only relevant to Construction Services Type 2 Work Orders and does not apply to any Type 1 Task Orders or any Prime Contractor Construction Type 3 Work Orders. The Construction Management Fee will cover ALL the Contractor’s efforts to deliver Construction Management Services for each Type 2 Work Order. .

1.4 Direct Cost of the Work. The “**Direct Cost of the Work**” or “**Direct Cost**” of the Work is only relevant to Construction Work under a specific Work Order issued by the City, including self-performed Construction Work, and is equal to the amount, whether expressed as a fixed sum or a unit price, incurred and paid for the Construction Work actually completed under such Work Order. The Direct Cost of the Work is the total accepted bid which includes all materials, supplies, equipment, prime subcontractor’s bond cost, and labor necessary to perform the requested Construction Work, and any other costs or expenses approved in writing by the City Program Manager as set forth in the final Type 2 or Type 3 Work Order. Direct Cost does not include the Contractor’s Bond Cost.

1.5 Bond Cost. The “**Bond Cost**” shall consist of the actual amount paid by the Contractor for the Payment and Performance bond required by Section 4.5.2 of this Agreement (and the Contract Documents), including any and all bond Change Riders provided by the Contractor, as allocated to, or required for, each Type 2 Work Order or Type 3 Work Order issued under this Agreement.

1.6 Task and Work Order Maximum. Each Task Order and each Work Order will include a “**Task/Work Order Maximum**” as follows:

a) The **Task Order Maximum** for each Professional Services Task Order (Type 1) will be a negotiated not to exceed amount calculated using negotiated estimates of hours and units required to complete the work at the hourly and unit rates proposed by Contractor and attached as **Exhibit C**.

b) The **Work Order Maximum** is the “**Total Amount**” for each Construction Services Work Order (Type 2), to be determined by applying the following formula:

Direct Cost + Construction Management Fee + Bond Cost = **Total Amount**

c) The **Work Order Maximum** is the “**Total Amount**” for any Prime Contractor Construction Work Orders (Type 3), to be determined by applying the following formula:

Direct Cost + Bond Cost = **Total Amount**

The Construction Management Fee shall not be added to any Type 3 Work Orders.

Contractor's total compensation for completing all work required by a Task/Work Order will not exceed the Task/Work Order Maximum unless the Task/Work Order Maximum is adjusted by an approved Change Order pursuant to the terms set forth in Section 4.5.7 below.

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

1.8 Executive Director of DOTI. As used in this Agreement, the terms "**Executive Director of the Department of Transportation and Infrastructure,**" or "**Executive Director of DOTI,**" or "**Executive Director,**" or "**Manager of the Department of Transportation and Infrastructure,**" or "**Manager of DOTI,**" or "**Manager**" are interchangeable and shall have the same meaning.

2.0 PROFESSIONAL SERVICES

2.1 Professional Services. As used herein, the term "**Professional Services**" may include any combination of Preconstruction Services, Construction Procurement Services, and/or Construction Management Services as more particularly described in **Exhibit A** attached hereto and the services described below in this Section 2.0. At the City's request, Contractor will provide a detailed proposal of services to be provided including specific deliverables, deadlines and a not to exceed cost to perform the Work based on the Work contained in the City's request. All Professional Services will be authorized by a Type 1 Task Order. Professional Services will be paid at the hourly rates set forth in **Exhibit C** with a negotiated not to exceed cap for each Type 1 Task Order unless an alternate method of payment is specified in the Type 1 Task Order. The items listed and described on **Exhibit A** are intended to supplement the provisions set forth in this Section 2.0 and to provide further illustrations of the types of services that are expected to be included in future Professional Services Task Orders. All Professional Services Task Orders will include a description of the specific elements of the Professional Services to be included within the Scope of Work covered by such Professional Services Task Order. Professional Task Orders may include services that are not specifically described in this Section 2.0 or **Exhibit A**, but are similar in nature to, or logical extensions of, the Professional Services described herein.

2.1.1 Project Administration. The Contractor will provide overall management and administration services necessary or required to complete each Project. This includes all management, contract administration, subcontractor coordination, quality assurance, meeting schedules. The Contractor shall implement and maintain a project controls system with full access to the project information by the City. The Contractor shall also be responsible for the close-out process on all Task Orders and Work Orders. This administration includes regular meetings with the City to communicate progress with these requirements, budget, schedule and issues updates and periodic reports as may be reasonably requested by the City for each Project.

2.1.2 Management. For each funded and authorized Work Order, the Contractor shall manage, at risk, the Work from receipt and acceptance of a Work Order to final completion and acceptance of the Work by the City. In consideration of the Construction Management Fee (and, if applicable, the Change Order Fee, but in no event any additional consideration), the Contractor will provide all Construction Management Services required to satisfactorily complete

each Work Order including subcontractor management and subcontract administration and oversight.

2.1.3 Project Closeout. The Contractor shall comply with all Project closeout requirements set forth in the 2011 Yellow Book General Conditions and other applicable Contract Documents.

2.1.4 Administration – M/WBE EDI Plan and Prevailing Wage. Contractor shall ensure compliance with the M/WBE EDI Plan and all requirements of the M/WBE program. In addition, Contractor shall ensure compliance with the requirements of the City's Prevailing Wage ordinance and program.

2.1.5 Meetings and Reports. At a minimum, a weekly progress meeting will be held at the Program level between the Contractor and the City. Meeting minutes and agendas will be issued for each meeting held by the Contractor prior to the following meeting. Regular reviews and site visits of Work underway will also occur. Monthly status reports will be included with pay application submittals to show progress against applicable project specific schedules and the Master Program Schedules (maintained by the City), Project budgets, M/WBE EDI Plan, percent complete, and budget performance. The Contractor shall also provide regular reports to the City Program Manager on the progress of work of each Work Order in the form and including the information directed by the City.

2.1.6 Program and Services Staffing. In addition to the ICPM (as described in Section 2.1.8 below), the Contractor will establish a core team of Key Personnel who will not be replaced without prior approval from the City. It is required that the core team is staffed appropriately to deliver the Project with City's Program Manager. Key Personnel are listed in **Exhibit E**. The Key Personnel will direct the day-to-day activities of the Work and provide regular communication with the City in terms of progress towards its completion.

2.1.7 Key Personnel – General Requirements.

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

2.1.7.2 Such additional Key Personnel must be recommended by the Contractor and approved by the City Program Manager before they are assigned to perform work or services under this Contract. It is the intent of the parties hereto that all Key Personnel be engaged to perform their specialty for all such services required by this Contract and that the Contractor's Key Personnel be retained for the life of this Contract to the extent practicable and to the extent that such services maximize the quality of work performed hereunder. At any point throughout the Program, the City Program Manager may request the ICPM to provide a workload list of any specific Key Personnel to make sure the City is receiving the services agreed to in this Agreement. Should the Contractor wish to utilize the same staff for Construction Work included in a specific Work Order as the staff working on the overall Program Management, they will require written approval from the City Program Manager to complete the construction.

2.1.7.3 If the Contractor decides to replace any of its Key Personnel, the Contractor shall notify the Project Manager in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Contractor and approved in writing by the City Program Manager. The City Program Manager's approval shall not be unreasonably withheld.

2.1.8 Contractor Program Manager. Contractor shall designate a Integrated Contractor Program Manager (“ICPM”) responsible for the management of the Program and all Projects under each individual Task/Work Order. The ICPM may act as a single point of contact for the City in all matters related to the Program and each individual Task/Work Order. All field supervision staff for each individual Work Order will report to the ICPM. The ICPM may be responsible for, among other duties: work order schedule, coordinating construction activities, payments to subcontractors and managing the M/WBE program to ensure that the M/WBE EDI Plan is implemented and followed; project records, files, correspondence, and submittals issued by subcontractors; tracking submittals, such as prevailing wage reports; ensuring compliance for all records retention, reporting, and audit issues; and maintaining the permit logs for each Work Order and final quality documentation.

3.0 [INTENTIONALLY OMMITTED]

4.0 PROJECT DELIVERY

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

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

4.3 Pricing Proposal.

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

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

- Low Bid: Bids will be opened in the presence of the City Program Manager to ensure selection of the lowest responsive bidder based on qualifications and responsiveness.
- Best Value: If the City approves a Best Value selection approach, the City Program Manager may approve or permit a Best Value selection method in compliance with the procedures established or approved by the City Program Manager in lieu of selection of the lowest qualified bidder.

The City may reject any subcontractor if, in its sole discretion, the City determines the subcontractor is not qualified, is not responsible, for any reason listed in General Condition 502 of the City's General Conditions for Construction 2011 Edition or that it is not in the City's best interest to have the subcontractor perform the proposed work. In the event that the City decides in its sole discretion to move forward with a Project, a Work Order will be executed with a lump sum or unit pricing (as applicable), schedule, completion deadlines and details of the Construction Work. Each such Work Order will be based on a schedule of values (or unit pricing, as applicable) to measure progress and establish payment for the Construction Work during a particular pay period.

The City may, upon reasonable prior notice to the Contractor, make modifications to the Work Order Procedures from time to time during the Term of this Agreement.

4.4 Work/Task Order Review and Execution.

4.4.1 Work/Task Order Review. The City will review the Contractor's final Task Order or Work Order Pricing Proposal(s) and, as necessary, perform any reconciliation, confirmation, verification and negotiation activities with the Contractor required by the City to establish a complete understanding between the City and the Contractor as to the terms of Work Order and Task Order performance. Such activities shall be documented for each Work/Task Order. Competitive pricing for material shall be reviewed and labor hours will be evaluated using industry references such as RS Means, or verified by an independent cost estimator. If the Task/Work Order Pricing Proposal is ultimately acceptable to the City, the City will issue a Work/Task Order in the form(s) attached as **Exhibit I**, funding and authorizing the Contractor to perform the Work in accordance with the terms and conditions of the Work Order, the Work Order Pricing Proposal, this Contract and the Contract Documents.

4.4.2 Work/Task Order Execution. The fully executed Work/Task Order will authorize the Work under the terms and conditions set forth therein, upon the appropriation and encumbrance of the full amount of funds required to compensate the Contractor for the Work identified in the Work/Task Order. Under the Work/Task Order, the Contractor shall agree to and shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete all of the Work described in any Work/Task Order issued by the City in accordance with the terms and conditions set forth herein. Further, the Contractor agrees to perform, or cause to be performed, and complete each issued Work/Task Order within the period of performance specified in the Work/Task Order and Notice to Proceed, plus such extensions of time as may be granted by the Executive Director in accordance with the provisions of the Contract Documents and General Contract Conditions incorporated herein.

4.4.3 Notice to Proceed. Following issuance of a Task Order or Work Order, the City Program Manager shall issue a Notice to Proceed and the Contractor shall have ten (10) consecutive calendar days from the date of Notice to Proceed to commence with the Work and prosecute it to conclusion in accordance with the terms and conditions of the Work Order and the Contract Documents. Each Notice to Proceed issued will be in the form attached hereto and incorporated herein as **Exhibit M**.

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

4.5.1 Application of General Conditions to Each Work Order. The City and County of Denver Standard Specifications for Construction General Contract Conditions, 2011 Edition (General Conditions) shall apply to this Contract as if incorporated separately for the Work of each Work Order issued hereunder as modified by the terms of this Contract and as supplemented by the following: Given that all Work will be authorized by Work Order issued in accordance with the terms and conditions set forth herein, certain provisions, terms and conditions included in the General Contract Conditions either will not apply or will apply on a Work Order

by Work Order basis rather than an overall Contract basis. Any variance to the applicability of the General Conditions shall be requested by the Contractor for approval by the City Program Manager. Unless otherwise specified or clearly inapplicable from the context of a given provision, each and every General Contract Condition contained or referenced in the Contract Documents shall apply to and control all Work performed hereunder on a Work Order by Work Order basis.

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

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

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

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

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

4.5.3.2 Proof of Insurance. Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the

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

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

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

4.5.3.5 Subcontractors. All subcontractors (including all "prime subcontractors" for each Project, and all independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor unless the City's Risk Manager waives the requirement for specific coverage for a specific subcontractor in writing. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors upon request by the City.

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

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

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

4.5.3.9 Professional Liability (Errors & Omissions). Contractor shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

4.5.3.10 Additional Provisions. For Commercial General Liability, the policies must provide the following: (1) that this Agreement is an Insured Contract under the policy; (2) defense costs are outside the limits of liability; (3) a severability of interests or separation of insureds provision (no insured vs. insured exclusion); and (4) a provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City. For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier. Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

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

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

If the Contract fails to commence work within ten (10) consecutive calendar days of the date of issuance of a Notice to Proceed for a referenced Work Order, the Contractor shall become liable to the City and County of Denver for liquidated damages, and not as a penalty, at the liquidated damages rate specified in the fully executed Work Order, for each consecutive calendar day after the expiration of the initial ten (10) day period after issuance of a Notice to Proceed that the contractor fails to commence Work on a fully executed Work Order issued by the City, all in accordance with provisions of General Contract Condition 602.

Representative hourly rates for the City administrative costs described in General Contract Condition 602.2 shall be as follows for this Project:

Project Manager	\$69/hour
Project Engineer	\$63/hour
Inspector	\$49/hour
Surveying, if necessary	\$100/hour

4.5.5 Subcontracts. Title 5 of the General Conditions shall generally apply to this Contract as supplemented by the following:

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

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

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

4.5.7 Work Order Changes. Title 11 of the General Contract Conditions shall apply to this Contract, on a Work Order by Work Order basis, as supplemented by the following:

In accordance with the terms and conditions of Title 11 of the General Contract Conditions, as modified below, the City may issue Work Order changes providing for deletions, additions and modifications to the Work under a duly issued Work Order (a “**Change Order**”). Change Orders must be issued on the Work Order Change Form attached as **Exhibit N**. The procurement requirements for Work Orders may not fully apply to Change Orders at the discretion of the City Program Manager. The Contractor and City Program Manager will agree on the extent to which the Contractor will be required to obtain bids on Change Orders. All Change Orders will include a not to exceed maximum amount. The Change Order will identify any increase or decrease in the cost, change in the period of performance and any other modifications to the performance requirements for that particular Work Order.

As used herein, a “**Change Order Fee**” shall mean the fixed percentage applied to the Direct Cost of the Work associated with any Change Order to an outstanding Type 2 Work Order approved and signed by the City Program Manager. The Change Order Fee includes all Contractor overhead and profit. The Change Fee is Nine percent (9%) of the Direct Cost of the Construction Services included in an approved Change Order for the outstanding Type 2 Work Order (excluding Bond Cost). Deductive Change Orders will result in a decrease to the Construction Management Fee. **Notwithstanding the foregoing, with regard to any Work Order for which the Contractor provided Preconstruction Services under this Agreement, if the City determines that the Change Order request includes work that, in the exercise of reasonable care and diligence by the Contractor,**

should have been identified, resolved, or anticipated by the Contractor during the Preconstruction Services phase, the City shall have the right, at its discretion, to reduce or eliminate the Construction Management Fee and/or the Change Order Fee otherwise applicable to the work covered by the Change Order.

4.5.8 Substantial Completion. When the Contractor considers the Work to be substantially complete, the Contractor will request that the City inspect the work and a punch list will be developed by the Contractor and reviewed by the City Program Manager for accuracy and completeness. Upon completion of the inspection, if the Project Manager determines the Work Order complete, a Certificate of Substantial Completion, in the form attached hereto as **Exhibit O**, will be issued by the City.

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

4.5.10 Multiple Work Orders. It is anticipated that multiple Work Orders will be issued and underway at the same time and the Contractor will not be entitled to any additional compensation for performance on multiple Work Orders at the same time.

4.5.11 No Guarantee of Work. Under the terms of this Contract, the City, in its sole discretion, will issue Work Orders and nothing contained herein shall be construed by the Contractor as promise or guarantee of any minimum amount of Work, Work Orders or compensation hereunder.

5.0 CONTRACT DOCUMENTS It is agreed by the parties hereto that the following list of instruments, drawings and documents which are attached hereto, bound herewith or incorporated herein by reference constitute and shall be referred to as the "Contract Documents" and all of said instruments, drawings and documents taken together as a whole constitute the Contract and Agreement between the parties hereto, and they are as fully a part of this Contract and Agreement as if they were set out verbatim and in full herein. This Contract, the Contract Documents and all subsequently issued Work Orders represent the entire and complete integration of all understandings between the City and the Contractor and supersedes all prior negotiations, representations or agreements. No prior or contemporaneous addition, deletion or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement or change order properly executed by the parties.

General Contract Conditions (incorporated by reference, Index attached)

RFP (incorporated herein by reference)

Contractor's RFP Response (incorporated herein by reference)

Exhibit A – Scope of Work Descriptions

Exhibit B – [Intentionally Omitted]

Exhibit C – Fixed Contract Price Percentages/Professional Services Rate Sheets Exhibit
D – INTENTIONALLY OMITTED

Exhibit E – List of Key Personnel

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

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

Exhibit H – INTENTIONALLY OMITTED

Exhibit I – Task/Work Order Form(s)

Exhibit J - Performance and Payment Bond

Exhibit K – Bond Rider

Exhibit L – Certificate of Insurance

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

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

Exhibit O - Work Order Substantial Completion Notice Form

Exhibit P – Work Order Final Acceptance Notice Form

Exhibit Q –Certificate of Contract Release

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

Exhibit S – Contractor's Certification of Payment Form

Exhibit T – Rules and Regulations Regarding Equal Opportunity

Exhibit U – Prevailing Wage Rates

5.1 Order of Precedence. If anything in the Contract Documents is inconsistent with this Contract, this Contract will govern. The order of precedence of the Contract Documents shall be as follows, in descending order:

1. this Agreement (including all Exhibits referenced herein);
2. each fully executed Work/Task Order;
3. the General Contract Conditions;

4. the RFP; and
5. the Contractor's Proposal.

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

5.3 Work Orders. It is contemplated by the parties that sequential Work Orders with attachments are incorporated by reference and made a part of the Contract Documents. The incorporation of such Work Orders shall be accomplished by execution and issuance of each Work Order by the City and accepted by the Contractor.

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

5.5 Specifications. All Work performed under the terms of this Contract shall be governed by the applicable provisions of the following latest editions:

City and County of Denver:

Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS, 2011 Edition. ("Yellow Book")

Building & Fire Codes:

Building Code of the City and County of Denver

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

National Fire Protection Association Standards

(As referenced in the Building Code of the City and County of Denver)

Other:

DOTI Division One Specifications

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

ADAAG

ANSI A117.1

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

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

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

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

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

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

5.6.3 [Reserved]

5.6.4 Inspection. General Condition 1701, CONSTRUCTION INSPECTION BY THE CITY, is modified to read in full as follows:

1. Persons who are employees of the City or who are under contract to the City will have the right to inspect and test the Work. However, any inspections by the City will not reduce or replace Contractor’s QA/QC responsibilities under this Agreement. These persons may perform any tests and observe the Work to determine whether or not materials used, manufacturing, and processes and methods

applied satisfy the requirements of the specifications, accepted Shop Drawings, Product Data and Samples, and the Contractor's warranties and guarantees. The Contractor shall permit these inspectors unlimited access to the Work at no cost to the City means of safe access to the Work. In addition, Contractor shall provide whatever access and means of access are needed to off-site facilities used to store or manufacture materials and equipment to be incorporated into the Work and shall respond to any other reasonable request to further the inspector's ability to observe or complete any tests. Such inspections shall not relieve the Contractor of any of its quality control responsibilities or any other obligations under the Contract. All inspections and all tests conducted by the City are for the convenience and benefit of the City. These inspections and tests do not constitute acceptance of the materials or Work tested or inspected, and the City may reject or accept any Work or materials at any time prior to the inspections pursuant to G.C. 2002, whether or not previous inspections or tests were conducted by the inspector or a City representative.

2. If applicable, the Building Inspection Division will perform building code compliance inspections for structures designed for human occupancy. It is the Contractor's responsibility to schedule and obtain these inspections. If a code compliance inspection results in identification of a condition which will be at variance to the Contract Documents, the Contractor shall immediately notify the City Program Manager and confirm such notification with formal correspondence no later than forty-eight (48) hours after the occurrence.

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

5.6.5 Disposal of Non-Hazardous Waste at DADS. In accordance with the Landfill Agreement made between the City and Waste Management of Colorado, Inc., the Contractor will be required to haul dedicated loads (non-hazardous entire loads of waste) to the Denver-Arapahoe Disposal Site ("DADS") for disposal. DADS is located at Highway 30 and Hampden Avenue in Arapahoe County, Colorado. The City will pay all fees associated with such disposal but the Contractor shall be responsible for the costs of transporting the loads. Non-hazardous waste is defined as those substances and materials not defined or classified as hazardous by the Colorado Hazardous Waste Commission pursuant to C.R.S. §25-15-101(6), as amended from time to time, and includes demolition debris, soil and asbestos. Contractor shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

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

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

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

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

5.6.9 Greenprint Denver Requirements. In accordance with the City and County of Denver Executive Order 123: Greenprint Denver Office and Sustainability Policy, as amended, Contractor shall adhere to sections of Executive Order 123 pertinent to the construction of the built environment. This includes but is not limited to: all construction, renovation, and demolition of buildings shall follow instructions and memorandum for high performance buildings; horizontal projects shall include the use of fly ash concrete and recycled aggregate where possible; and, all projects shall recycle construction and demolition waste, and install materials that contain recycled content whenever possible using the U.S. Green Building Council Leadership in Energy and Environmental Design (LEED) as guidance. Non-hazardous solid waste that is eligible for reuse or recycling is not subject to the DADS disposal requirement defined in SC-12.

A completed "Greenprint Denver Closeout Form for Construction Projects" shall be delivered to the City Program Manager as a submittal requirement of Final Acceptance.

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

5.6.10 Compliance with Environmental Requirements. It shall be a continuing requirement under this Contract that Contractor ensure that all services and work performed pursuant to this agreement be performed in full compliance with all environmental laws, regulations and requirements.

6.0 RELATIONSHIP OF THE PARTIES; REPRESENTATIVES

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

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

superintendence and to use its best efforts to complete the Work of each Work Order in an expeditious and economical manner, consistent with the interests of the City.

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

7.0 COORDINATION AND COOPERATION

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

7.2 The Contractor shall, as a continuing work item under this Contract, facilitate coordination, communication and cooperation regarding its performance hereunder between the City's Department of Transportation and Infrastructure, the City's Program Manager, the User Agency, other City contractors and any affiliated entities. In addition, the Contractor shall coordinate its efforts under this Contract with all involved governmental and regulatory entities.

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

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

8.0 COMPENSATION

8.1 Compensation – Professional Services. For all Professional Services, the Contractor will be paid for hours worked at the hourly rates or unit prices (as applicable) set forth in **Exhibit C** for the work authorized by a final Task Order. The Contractor shall invoice monthly and be paid based on hours worked at hourly rates included in **Exhibit C** (Professional Services) subject to the Task Order Maximum and the Maximum Contract Amount. Such invoices shall reflect the Contractor's actual hours, sub-contractor costs and reimbursable costs, and shall be based on the hourly rates, unit prices or other rates for services contained in **Exhibit C** (as applicable). The rates contained in **Exhibit C** can be modified only by a written amendatory or other agreement executed by the parties and signed by the Parties to this Agreement. The Contractor shall maintain contemporaneous hourly records of the actual hours worked by its personnel and subcontractors, records of all allowable reimbursable expenses, and records of

expendable supplies and services as necessary to support any audits by the City, and shall bill the City monthly for fees and costs accrued during the preceding month. The Contractor's invoice shall be separated by Task Order. Upon submission of such invoices to the City Program Manager, and approval by the City, payment shall issue. Final payment to the Contractor, for each assigned Task Order, shall not be made until after the Task Order is accepted and deliverables are delivered to the City, and the duties agreed to in the approved Task Order are otherwise fully performed by the Contractor.

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

8.2.1 Payments to Contractor for Work Orders. Use of Masterworks, DOTI's new project management system is required. Masterworks will be used for tasks currently performed via email, including, but not limited to, invoicing and submittals. The City Program Manager will invite the successful contractor to the project in Masterworks and instructions will be provided to set up an account after NTP is issued. The contractor will be assigned at least (1) access license and will have the option to utilize CCD run trainings and office hours to become proficient. There is no fee to the contractor for the use of this platform. For more information on Masterworks for contractors, please click [here](#).

In accordance with General Contract Condition 902, PAYMENT PROCEDURE, the City Program Manager will notify the Contractor of the name and contact information for the party(ies) responsible for review of all Pay Applications.

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

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

Release and Certification of Payment Form and Certificate of Contract Release Form from the Contractor.

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

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

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

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

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

8.4 Project Savings. In the event that the final cost of any Work/Task Order, including all adjustments for Work/Task Order changes, is less than the amount budgeted for that Work/Task Order, one hundred percent (100%) of the savings shall inure to the benefit of the City. The Contractor acknowledges that, subject to available funding, it is the desire of the City to incorporate as much work into the Project as reasonable or otherwise increase the Work to be performed by the Contractor.

8.5 Maximum Contract Amount. Notwithstanding any other provision of this Contract, the City's maximum payment obligation as a result of this Contract will not exceed **TWENTY-FIVE MILLION and NO/100 Dollars (\$25,000,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed beyond those properly authorized by executed Task/Work Orders are performed at Contractor's risk and without authorization under the Agreement.

8.6 Appropriation. The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

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

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

10.0 ADDITIONAL PROVISIONS

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

10.2 Title to the Work. The parties agree that the City shall have title to all components and aspects of each Work Order which are in place and title to all materials for which any payment has been made to the Contractor hereunder.

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

- (a) The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“**DSBO**”) is Twenty-Two percent (22%).
- (b) Under § 28-68, D.R.M.C., the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the Scope of Work affecting MWBEs performing on this Agreement through change order, contract amendment, force account, or other modification under § 28-70, D.R.M.C. The Contractor acknowledges that:
 - (1) If directed by DSBO, the Contractor is required to develop and comply with a Utilization Plan in accordance with § 28-62(b), D.R.M.C. Along with the Utilization Plan requirements, the Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.

- (2) If change orders or any other contract modifications are issued under this Agreement, the Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the Scope of Work, upon any of the bases under § 28-70, D.R.M.C., regardless of whether such increase or decrease in Scope of Work has been reduced to writing at the time of notification of the change by the City.
- (3) If change orders or other amendments or modifications are issued under this Agreement that include an increase in the Scope of Work of this Agreement, whether by amendment, change order, force account or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change orders or contract modification shall be promptly submitted to DSBO for notification purposes.
- (4) Those amendments, change orders, force accounts or other contract modifications that involve a changed Scope of Work that cannot be performed by existing project subcontractors are subject to the original overall contract goal. The Contractor shall satisfy the goal with respect to such changed Scope of Work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Contractor must also satisfy the requirements under §§ 28-60 and 28-73, D.R.M.C., with regard to changes in the Scope of Work or participation. The Contractor shall supply to the DSBO Director all required documentation under §§ 28-60, 28-70, and 28-73, D.R.M.C., with respect to the modified dollar value or Work under this Agreement.
- (5) If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Contractor is required to comply with § 28-72, D.R.M.C. regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.
- (6) Termination or substitution of an MWBE subcontractor requires compliance with § 28-73, D.R.M.C.
- (7) Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-76 of the MWBE Ordinance.
- (8) Should any questions arise regarding specific circumstances, the Contractor should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

10.4 Compliance with Wage Rate Requirements. Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. including, but not limited to, (1) the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised, and (2) the City's Minimum Wage Protections Sections 20-82 through 20-84 D.R.M.C., and any determinations made by the

City pursuant thereto. In the event a covered worker falls under both ordinances, Contractor shall pay the greater of the two rates. A copy of the applicable prevailing wage rate schedule is attached as **Exhibit U** and incorporated herein by reference.

Date bid or request for qualifications/proposals was advertised February 19, 2025.

Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the date of advertisement specified above. Unless expressly provided for in this Agreement, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

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

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

Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.

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

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

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

Code of the City, as the same may be amended from time to time, are hereby expressly incorporated into this Contract as if fully set out herein by this reference.

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

10.8 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.

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

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

11.0 Proprietary or Confidential Information.

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

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

11.3 Status of Contractor. It is understood and agreed that the status of the Contractor shall be that of an independent contractor retained on a contractual basis to perform work or

services for limited periods of time, and it is not intended, nor shall it be construed, that the Contractor, or any member of its staff or any consultant, is an employee or officer of the City for any purpose whatsoever.

11.4 Professional Obligations.

11.4.1 Applicable Laws. The Contractor agrees to strictly conform to and be bound by written standards, criteria, and memoranda of policy furnished to him by the City and further agrees to perform all work and services in strict compliance with applicable laws, statutes, codes, ordinances, rules and regulations, and industry standards.

11.4.2 Professional Responsibility. All of the work performed by the Contractor under this Contract shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work or services of a similar nature to the work or services described in this Contract.

11.4.3 No Waiver. The responsibilities and obligations of the Contractor under this Contract shall not be relieved or affected in any respect by the presence on the site of any agent, contractor, subcontractor, or employee of the City.

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

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

If to the Contractor: Milender White Construction Co.
12655 W 54th Drive
Arvada, CO 80002

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

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

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

11.8 Contract Binding. It is agreed that this Contract shall be binding on and insure to the benefit of the parties hereto, their heirs, executors, administrators, successors and duly authorized assigns.

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

11.10 Signatures and Effective Date. Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original. As used herein, the term “**Effective Date**” shall mean the date appearing on the City’s signature page of this Agreement.

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

[SIGNATURE PAGES FOLLOW]

Contract Control Number:
Contractor Name:

DOTI-202579671-00
MILENDER WHITE CONSTRUCTION CO.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By:

REGISTERED AND COUNTERSIGNED:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202579671-00
MILENDER WHITE CONSTRUCTION CO.

By: _____

DocuSigned by:

Paul Koch

BA677A772D68480...

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A
Scope of Work Descriptions

Scope of Work

The role of the Consultant team is to provide short-term Program Integrated Construction Services, as authorized by Task Order or Work Order, at the sole discretion of the City. Concurrent with these services, but separate from this scope of work, the City will be exploring long-term Program delivery opportunities, including but not limited to, Public Private Partnerships (P3s). The City desires to engage a Consulting team with expertise in preconstruction services, construction procurement services, communications & public outreach, construction services, and project construction management services for all near-term projects. These services will be focused on near term Program Integrated Construction Services while the City evaluates opportunities for long-term Program delivery. The City may elect to pursue an alternative long-term Program delivery strategy during the term of this contract and suspend in progress, or future task orders in accordance with the Contract requirements.

The Consultant team will work closely and cooperatively with the City which will have ultimate oversight and decision-making authority for the Program and projects. Furthermore, the Consultant team will interact regularly with the day-to-day City Leadership Team, city agencies, stakeholders, and outside consultant teams to successfully deliver the Program.

The City reserves the exclusive right to choose and subsequently control the nature, extent and timing of each Consultant work assignment depending upon the overall Program schedule, availability of funding, Consultant qualifications and performance, long term Program delivery opportunities, and other factors.

The following exhibits outline the anticipated responsibilities associated with these near-term Program Integrated Construction Services. Consultant teams are encouraged to propose alternative and innovative solutions to the challenges of delivering sidewalks within the City and County of Denver.

Exhibit 1: Preconstruction Services

Definition:

Work in this category includes professional preconstruction services related to the completion of final design documents for construction and implementation best practices, procedures, tools, and techniques related to the administration and implementation of the Sidewalk Program. Design services will be provided and managed through a separate City contract. The preconstruction services below are intended to follow the benefits of a CMGC delivery method where the City can be protected by ensuring correctness and construction efficiencies during the design process.

Scope Elements:

- Design/Constructability Review
 - Review of the design documents to ensure constructability and completeness of the design.
 - Review of the sequence of construction, identification of project risks, determining efficient use of construction materials and labor, traffic control methodology to reduce impacts of construction, long lead time procurement items, utility interruptions, and public/business access.
 - Recommendations to the Design Consultant regarding design documentation and details that would be needed to construct the project by the Contractor.
 - Review and recommendations on utility conflicts that may be identified as part of a project design phase.
 - Confirmation of materials and quantities identified in the design documents to construct the work.
- Project Specific Cost Estimating
 - Perform a cost estimate to validate a project specific design unit prices and quantities for labor and materials at the 60%, 90%, and final design stages. The cost estimate will create an accurate schedule of values with the result being the basis of budgeted construction costs and proposal format for a potential project specific construction Work Order.
- Value Engineering
 - Evaluate the design documents and determine if there are opportunities for cost savings through alternative means and methods of construction, construction sequencing, and the use of materials. Also included in this task should be a reasonable effort to recycle construction waste and use recycled materials to promote sustainability.
- Communications and Public Information/Relations
 - The IC Contractor is expected to designate a Public Information Contact (PIC) to coordinate the IC Contractor's Public Information activities.
 - The IC Contractor will have preconstruction responsibilities for managing the communications and public information/relations efforts for programmed projects during the design phase, construction procurement phase, and construction phase.
 - The IC contractor will need a strong ability to communicate with public agencies, private developers, and the public.
 - Public Relations activities will include communicating during the design phase to ensure access and mobility are always considered and provided as part of a construction project.
- Right-of-Way (ROW) Acquisition Support
 - The IC Contractor will be required to support ROW acquisition as needed, through the availability of the following preconstruction services such as:
 - Surveying
 - Site staking services
 - Legal descriptions
 - ALTA surveys

- Utility and Railroad Coordination Support
 - Assist with schedule coordination for required utility relocations and railroad coordination to support a project.
 - Identification and oversight of utilities required to relocate early to allow for construction of a project.
 - Support for PUC agreements that may be required as part of coordination of any required railroad crossings in the limits of a project.
 - Review and recommendations for SUE regulatory compliance for a project.
- Environmental Permitting & Compliance Support
 - Review and recommendations for any required environmental permitting and compliance.
 - Environmental assessment and mitigation management.
- Other duties as identified.

Exhibit 2: Construction Procurement Services

Definition:

The selected IC Contractor will be responsible for providing construction procurement services on behalf of the City for implementation of each Construction project Work Order.

Scope Elements:

- Consult with the City on strategies for bundling projects for construction.
- Preparation of procurement documents for construction.
- Facilitate the construction procurement process on behalf of the City.
- The bidding process shall be “hard bid” for all construction Work Orders unless previously agreed to by the City.
- All Work Order bids shall be advertised and received via a platform pre-approved by the City. A City single point of contact shall be present to receive and open sealed and time-stamped bids.
- Once the bids are opened, the lowest responsive bidder will be determined based on a qualified and responsive bid as indicated in the Work Order request.
- When circumstances warrant it, the IC Contractor will be allowed to self-perform work they can perform with its own forces. This work shall be competitively bid on by the IC Contractor against other contractors performing the same scope of work. All self-performed work will need to be submitted in a sealed envelope and date stamped as the other work authorized through the Work Order request. Self-performed work submittals must be submitted to the City Program Manager 24 hours before other bids are submitted for the same work.
- All project specific Invitations to Bid will be required to be submitted to the City single point of contact prior to advertising to allow review and inclusion on the City website.
- Other duties as identified.

Exhibit 3: Construction Services

Definition:

The expected construction services included in this contract are characterized as three (3) different types of sidewalk construction work. (1) sidewalk gap projects that construct sidewalks in the City where sidewalks do not currently exist, (2) reconstruction of sidewalks that are deficient to current regulatory requirements and standards, (3) Sidewalks in need of repair. Each project identified for construction services will generally fall in one of the three categories and packaged for construction appropriately.

Scope Elements:

- Scopes typical for sidewalk construction projects.
- General concrete flatwork for City owned facilities.
- When circumstances warrant it, the IC Contractor will be allowed to self-perform work if capable of performing with its own forces. This work shall be competitively bid on by the IC Contractor against other contractors performing the same scope of work. All self-performed work will need to be submitted in a sealed envelope prior to receipt of other bids and date stamped. Self-performed work submittals must be submitted to the City Program Manager 24 hours before other bids are submitted for the same work.
- Other duties as identified.

Types of Work (varies based on specific project needs):

- Attached and detached sidewalks
- Curb & gutter
- Curb ramps
- Removals
- Minor excavation
- Tree protection and removal
- Utility coordination and relocation
- Railroad coordination
- RTD coordination on transit stops
- Minor drainage
- Minor roadway improvements
- Amenity zones
- Retaining walls
- Changes to public/business access
- Traffic control
- QC/QA
- Erosion control
- General concrete flatwork for City owned facilities

Exhibit 4: Construction Management Services

Definition:

Project specific construction management services will include, but are not limited to, construction management, contract administration, field supervision, inspection, subcontractor coordination, maintaining quality control and quality assurance, jobsite safety, invoice review, and meeting schedules for the Project. The IC Contractor shall implement and maintain a project document controls system with full access to the project information for the City. The IC Contractor shall also be responsible for the project close-out process on all project Work Orders. It is recommended that proposals contain specific methodology on how each project will be documented and managed.

Scope Elements:

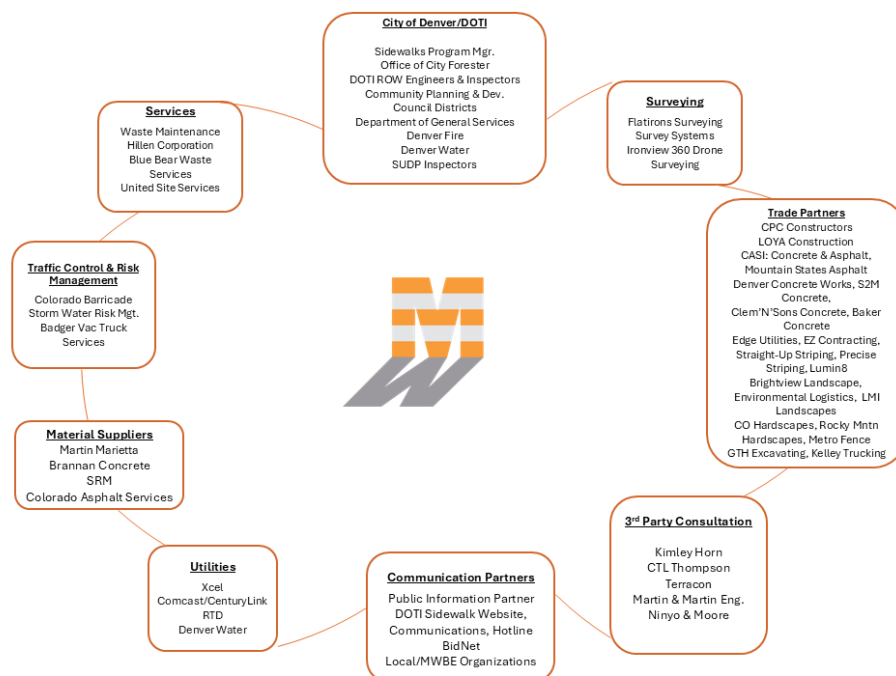
- Scheduling
 - Schedule is a critical driver in the City's desire to advertise this IC services RFP. There is a need to implement sidewalk projects in the field expeditiously and efficiently.
- Communications and Public Information/Relations
 - Assist the City in coordination with regulatory agencies, stakeholders, and the public for issues related to design or construction.
- Traffic control inspections and oversight.
- Inspection/Quality Assurance (QA) Services
 - The IC Contractor shall be responsible for oversight of project specific quality control and quality assurance (QC/QA).
 - Construction inspection.
 - Materials testing.
 - Non-conformance documentation and resolution.
 - Documentation requirements to validate transparency in the quality process including real time photos of quality issues and concerns.
- Utility and Railroad Coordination
 - Assist with utility/railroad coordination and oversight to ensure projects are successful in making the needed arrangements for timely and cost-effective relocations of existing utilities and railroad impacts.
- Change Management Services
 - Evaluate all change order requests with the contract documents and negotiate change requests on behalf of the City and in the best interest of the City.
- Provide construction management staff augmentation as requested by the City. Potential needs include, but are not limited to:
 - Construction project management
 - Inspection and materials testing
 - Utility / railroad coordination
 - Communications/ Public relations support
- Dedicated project management professionals are responsible for managing the project scope, schedule, and budgets during the design preconstruction services phase and construction phase inclusive of other aspects of the project such as ROW, utilities, and 3rd party coordination.
- Ensure contract compliance through maintaining contract records, performing invoice reviews, and ensuring compliance with applicable regulations and requirements as well as City procurement and contracting policies and procedures.
- Provide a system for document control of all project design preconstruction services and construction services for a complete project record.
- As requested by the City, work with the City Attorney's Office to facilitate issue resolution.
- Construction Management Procedures to track projects through closeout.
- Other duties as identified.

Approach to Scope of Services

Solicitation No. 202578139 – Sidewalk Program Integrated Construction Services

The Sidewalk Program is exciting, challenging and dynamic. MWCC offers an experienced team of partners (figure 5), guaranteeing the integrated leadership, coordination, project management and communication required to successfully implement the Sidewalk Program – from preconstruction through turnover. The firms in figure 5 are examples of partners we will work with on the Sidewalk Program.

Figure 5



Preconstruction Services

Discuss your approach to reviewing design, constructability, and value engineering as it relates to innovation, resources, utilities, critical path, etc.: As an ultimate stakeholder in the design's quality and completeness, MWCC works in partnership to maximize construction efficiency, meet schedule and budget goals, and help develop plans that minimize impacts on residents and businesses. Our tools include:

Site Analysis: Each task/work order's geographic area will vary in site conditions, obstacles, resident needs and challenges to overcome. To conduct our site analysis, we:

- Partner with DOTI and design team, thoroughly investigate/document work areas, and define all scopes
- Focus on each area's geography, landscape and community, including vehicle and pedestrian traffic, access, site security, existing landscape and forestry, utilities, crossings, business and school needs, etc.
- Create planning and sequencing models, including using licensed, permitted and insured drone technology for aerial mapping
- Formulate detailed construction logistics plans
- Conduct potholing and mapping of utilities, confirming design is coordinated with existing infrastructure, utilizing GPR, camera scoping of pipes and vac trucking.

Constructibility Reviews: Using BlueBeam collaborative software, our team works with all team members to produce a set of plans, thoroughly vetted for each scope of work. Our collaborative approach results in innovative ideas to be explored as the design progresses. Steps include:

- Identify and mitigate risks in each phase of task/work orders
- Track collaborative decisions and innovations
- Create cost, schedule, logistics and safety models that will succeed during construction



Approach to Scope of Services

Solicitation No. 202578139 – Sidewalk Program Integrated Construction Services

- Solicit, select, and engage critical trade input to get real-time cost feedback, budget verification, and identification of potential cost overruns

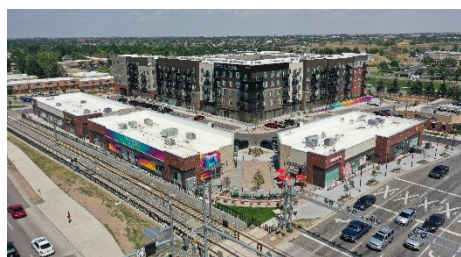
Value Engineering: To achieve budget success, we provide true project VE. Creative and strategic VE approaches in sidewalk repair/construction can include:

- Construction sequencing to improve project schedule
- Alternative means of construction/use of materials to reduce cost and/or schedule
- Leveraging trade experts to implement efficient techniques, equipment or materials
- Continuously communicate with the project stakeholders on real-time budget and schedule savings

Discuss your approach to cost estimating and the engineering effort to help improve quality, reduce errors and omissions, and to achieve the best value in construction: MW believes that all cost estimates start with a thorough understanding of the scope of work. The preconstruction teams perform a detailed quantity survey, an internal estimate of all scopes of work, and solicit critical trade partners' pricing in bid packages. We meet with trade partners on site, walk the scope and verify everything is understood and the complete scope is covered. Taking away confusion and involving the trades early enables our trade partners to remove unnecessary contingency in proposals. Because we only utilize experienced trade partners, they provide us with the most cost-effective solutions to unique project conditions. We will get the best and most cost-effective solution for issues on a task order before beginning the work and review these proposed solutions with DOTI and the design team to make sure everything remains consistent throughout the Sidewalk Program. We look forward to working with the entire team to build a manual on how to best deal with each unique situation cost-effectively, so solutions can be repeated throughout the program. Our detailed process will improve quality, reduce errors and omissions, and achieve the best value for the City of Denver.

Discuss your approach to tracking the engineering effort with the budget to allow for any budget shortfalls to be addressed early in the preconstruction effort: See page 19 for a description of our Trend Log Process and a sample Trend Log on page 20.

Provide strategies, resources, and creative ideas to accelerate the ROW acquisition process for individual projects: MWCC preconstruction and operations teams maintain a strong relationship with the City's ROW, surveying divisions,



MWCC's 7-acre site development at S. Sable and E. Alameda was located adjacent to a light rail line. MWCC managed coordination with RTD, utilities, and multiple AHJs.

City plan reviewers and inspectors. We also maintain an extensive database of third-party consultants who are well versed in the submittal application processes for vacations, easements, permits, and rerouting/closure requests. MW will aid the ROW permitting and inspection team with our site inspection documentation, aerial mapping/surveying, logistics and street maps sequence and duration of work plans, in an application process that is streamlined with ROW input.

We understand the processes required railroad coordination, for special permitting, continuous flaggers, reviews in conjunction with Railroad Design Standards, relocate processes, noise/vibration mitigation, and required railroad communication systems. Our projects have required careful sequencing of site work, in partnership with railroad and utilities, as we

implement creative solutions to foundation work, underground MEP, and maintaining active transportation lines safely through construction.

Discuss your approach to communications and public information during the design/preconstruction and construction phases: (see our Communication response in the Construction Section, pages 25-26).

Describe additional unique resources and capabilities that your company will bring to preconstruction and how these unique resources and capabilities will be beneficial in achieving the Program goals: We have the resources,



Approach to Scope of Services

Solicitation No. 202578139 – Sidewalk Program Integrated Construction Services

history and relationships in the City, and capabilities to deliver a Program model that ***eliminates risk, solidifies budgets and delivers projects on time.***

- Our team always utilizes our operational team during preconstruction to bring extensive capabilities.
- We organize, activate and execute task orders quickly
- We have trade partners in every critical scope to offer consultation on best practices, means and methods, alternative resources, techniques, or materials available to aid in efficiency and cost certainty.
- We establish and manage a realistic budget to budget, a vital focus and skillset for the Sidewalk program. We focus on each budget line item and schedule targets, as well as quality, safety and risks associated to ensure cost control.
- We know that having the right materials for sidewalks on site and on time is vital to controlling project cost. MWCC manages the submittal process expertly as well, with lead times and review times to solicit the information well before it becomes critical.
- Our team's expertise in constructability reviews, scheduling, logistics, and trade partner engagement means that DOTI's goals ***will not only be met in the first phase of the Program but can also be modeled and duplicated for future work and task orders.***

Construction Procurement Services

Discuss the approach to solicit industry partners' interest in bidding sidewalk construction. In a joint effort by MWCC's ICPM, Project Manager (PM) & Preconstruction Manager, and DOTI's Program Manager, we:

- Engage local and under-represented demographics to procure the required services while leveraging our strong existing trade partner relationships
- Advertise the program in city-approved locations. Options include: BidNet, in local papers, neighborhood facilities and meeting centers, and through organizations, including but not limited to the Hispanic Contractors of Colorado (HCC), Black Construction Group (BCG), Rocky Mountain Minority Construction Association, Denver Minority Business Development Agency (MBDA), National Association of Minority Contractors (NAMC), ABC, and AGC
- Host initial outreach events, before any work orders, to meet face-to-face with interested partners and set expectations for the program's prequalification, procurement, and execution processes
- Host ongoing events to solicit interest, communicate upcoming Work Order advertisement timelines and welcome new partners and perspectives
- Host community/neighborhood-specific outreach events to understand their goals and ideas to best execute in their front yard, with a focus on engaging local contractors, vendors, or suppliers

We will immediately begin prequalifying trade partners so that work orders can be competitively solicited, priced, and approved efficiently. To provide the City best value for competitive bidding and diversity, we use:

- A standardized Program prequalification form qualifies each partner's safety and quality capabilities, financial stability, and compliance with Program performance requirements
- MWCC staff guides MWBE partners as needed in qualifying activities such as: becoming a Denver licensed ROW contractor, establishing a BidNet account, training on BidNet or LCPTracker software, improving their safety or quality processes to align with Program expectations
- In addition to furnish and install contractors, our solicitations and prequalification will engage material vendors and labor providers, such as concrete providers, arborists, carpenters for fence repairs, and landscapers for put-back-of adjacent furnishings.

Discuss your proposed procurement process to bundle Program work: MWCC proposes scope-based bundling to effectively maximize industry resources. By grouping Denver neighborhood sidewalks with similar scopes under consolidated contracts, bundling will maximize the quantity of work for critical scopes and create a cycling construction sequence to minimize downtime through a diversity of sidewalk conditions. This bundling approach can be



Approach to Scope of Services

Solicitation No. 202578139 – Sidewalk Program Integrated Construction Services

accomplished with projects identified in year one and expanded upon in conjunction with the City’s prioritized plan once established as part of the Master Plan (see our Montbello Neighborhood Model, pages 21-22).

The process will begin with a detailed assessment of an area’s sidewalk and adjacent construction conditions, led by MWCC’s PM, Superintendent, Preconstruction Manager and a third-party assessment consultant. In addition to missing sidewalk assessments, sidewalks that do not meet code or need repair will require boots-on-the-ground analysis, which our team will perform for the City and/or in conjunction with land surveyors and the Program management team. The assessment analyzes:

Sidewalk Conditions	Adjacent Infrastructure	Landscaping & Streetscape Enhancements
<ul style="list-style-type: none">✓ Documentation of sidewalk widths and materials (i.e., CIP concrete vs. sandstone)✓ ADA compliance with curb ramps, drive pans and sidewalks✓ Level of deterioration of sidewalk materials✓ Sidewalk type (amenity zones, shared use, etc.)	<ul style="list-style-type: none">✓ Existing pedestrian signaling and safety enhancements✓ Existing utilities and required coordination✓ Special neighborhood quality or logistical conditions✓ Vac-truck/GPR exploration of underground utilities	<ul style="list-style-type: none">✓ Identification of trees, shrubs, and native vegetation relative to property line✓ Erosion Control/SWMPP considerations✓ Adjacent decorative/functional hardscaping (pavers, planters, seating area, fences, wall structures)✓ Irrigation system installation

We are enthusiastic to consult with the City’s and Professional Services Program’s managers to utilize this comprehensive pre-procurement assessment and inventory to prioritize bundles of Work Orders. We recognize that each Denver neighborhood or district is unique, and we are equally enthusiastic to consult local and industry experts in this process to understand their goals, including but not limited to: Metro Districts, Registered Neighborhood Organizations, disability community groups, utility companies, and City Councilpersons. These consultations will allow MWCC to develop well-structured and feasible specifications and performance criteria and prepare the procurement documents and Invitations to Bid to submit to the City Program Manager before advertising. Upon approval, we will lead a hard bid procurement process for each defined Work Order via BidNet. MWCC’s ICPM will be the single point of contact responsible for receiving and opening sealed and time-stamped bids, confirming the qualifications of each bidder, and ensuring complete Work Order responsiveness of each bid. Our ICPM will leverage buyout experience on projects with over 60 subcontracts to confirm the lowest responsive bidders and drive efficient contract executions to ‘feed the field.’

The scope-based bundling will drive competitive bidding and economies of scale by maximizing the number of key scopes of work and limiting downtime. MWCC is confident that we can achieve early success in this procurement model (and subsequent delivery in the construction phase) for the city’s early-tier projects along Vision Zero High-Injury Networks (HIN), high-frequency transit access areas, high-priority destination areas and areas to improve equitable access to sidewalks.

Unique neighborhood conditions pose a challenge for scope gaps of ‘one-off’ conditions, such as a property owner’s fence, structures, or forestry encroaching over the property line or new sidewalk edge, or pavers and planters abutting sidewalk edges. In addition to our detailed assessment and scoping, we will control costs in procurement by maintaining a Work Order-specific Trend Log to identify and track unforeseen conditions and propose alternative solutions.

This consistently updated tool communicates accurate, up-to-date pricing to the Program Manager and design team, and tracks design VE changes, any programming changes, or any market condition changes. As items are accepted on



Approach to Scope of Services

Solicitation No. 202578139 – Sidewalk Program Integrated Construction Services

the Trend Log, we see that they are incorporated into upcoming procurement documents. Across multiple task/work orders, this comprehensive tracking program is an excellent tool for continued cost savings.



Trend Log
10/30/2020
36th and Downing Civil

Current Amount:	\$1,878,239
Owner Budget:	\$1,880,420
Under Budget By:	\$2,181

Estimate Date:	10/30/2020	Estimate Amount:	\$ 1,867,683
Accepted Adds (+)		\$	17,491
Accepted Deducts (-)		\$	(6,935)
		\$	10,556
Rejected Adds (+)		\$	32,340
Rejected Deducts (-)		\$	-
		\$	32,340
Yet to be Accepted/Rejected Adds (+)		\$	119,013
Yet to be Accepted/Rejected Deducts (-)		\$	-
		\$	119,013

Trend #	Description	Amount	Ball In Court	Date Accepted	Date Rejected	Amount Accepted	Amount Rejected	Total
2.101	Traffic signal - Downing and Lawrence intersection - added 3" conduit, pull box, Meter pedestal, pedestrian push button	9,736	CIV ENG.			0	0	1,867,683
2.102	Revised signage package per updated plans	8,328		09/30/2020		8,328	0	1,876,011
2.103	Allowances for relocating Xcel at intersections - BY CITY		BY CITY	09/30/2020		8,328	0	1,876,011
2.201	Storm Inlet - Current design vs previous allowance	70,671	OWNER			8,328	0	1,876,011
3.101	Concrete paving - added 2 ADA ramps, 570 sf of 8" alley paving, 50' of curb and gutter	9,163		10/13/2020		17,491	0	1,885,174
3.102	Revised grading plans, dirt import for curbs	29,357	CIV ENG.			17,491	0	1,885,174
4.001	Mill & Overlay ILO New Asphalt West of Intersection	(6,935)		10/13/2020		10,556	0	1,878,239
4.101	Added striping - Crosswalk at Downing & 37th, 36th and Downing	9,249	GC			10,556	0	1,878,239
5.101	Add Pavers (Option 1) ILO Concrete at Ramps	12,000			10/06/2020	10,556	12,000	1,878,239
5.102	Add Pavers (Option 2) ILO Concrete at Ramps	20,340			10/06/2020	10,556	32,340	1,878,239
REVISED TOTAL								\$1,878,239

Describe your approach to potential self-performed construction work and indicate how self-performed construction work and procured construction work will be balanced for industry opportunity: Through our partnership with the Construction Industry Training Council (CITC) of Colorado, a Colorado Certified Apprentice Program, MWCC is a proud sponsor of in-house craft development and apprenticeship program for carpentry. In our Master Builder program, we currently sponsor 10 apprentices, who learn on-the-job technical and leadership skills. Upon completion, apprentices receive OAT Certification from the Federal Bureau of Apprenticeship and Training.

However, we are not pursuing a partnership with the City to advance our self-work goals; rather we will evaluate Work Orders for the need for self-performed services, specifically small non-critical scopes such as demolition of existing conditions and site logistics/temporary provisions, while considering industry capacity, MWBE opportunity and cost-effective solutions. Scopes we would consider self-performing will be competitively bid with a minimum of two other bids and our submittal will be submitted 24 hours in advance. If awarded a scope to self-perform, we proactively manage all work performed by our labor forces just as we do with our trade partners to ensure that safety, sustainability, quality, schedule and budget expectations are exceeded.

Additionally, we have a skilled workforce that can immediately assist with:

- Emergency response to unforeseen utility issues
- Winter weather mitigation
- Traffic control, public safety and pedestrian flow
- Temporary fencing or blockades to provide safe access to businesses or residents
- Selective demolition and replacement of adjacent structures or materials

Our workforce can provide the best value to the City through ultimate control – driving schedule efficiency for trades, reducing disruptions for pedestrians, enhancing quality control for the program, and controlling costs for the City.





MW MASTER BUILDERS
FIELD CAREER DEVELOPMENT PROGRAM

BUILD BONDNI PERFORM CON-NECT ACHIEVE

The MW Masters Builders Program is an inclusive training and on-the-job development program designed to equip craft team members with skills and development tools to accelerate their careers.

Programs

- ▶ Job Training: QA/QC, Safety, Workflow
- ▶ Project Planning and Documentation
- ▶ Project Cost Control, Trade Coordination
- ▶ Extended DISC Assessment and Training
- ▶ Management and Leadership Skills

How You'll Learn

- ▶ Quarterly Seminars over 18 months
- ▶ Mentor Experiences
- ▶ Career Progression Coursework
- ▶ Real-world Experiences
- ▶ Emotional Intelligence Self Study

Learning Themes

Technical Aspects of Construction

Building Trusted & High-Performance Teams

Mobile & Jobsite Technology

Rotational Job Training & Experiences

Building Knowledge & Planning

Presentation & Communication

DISC Leadership

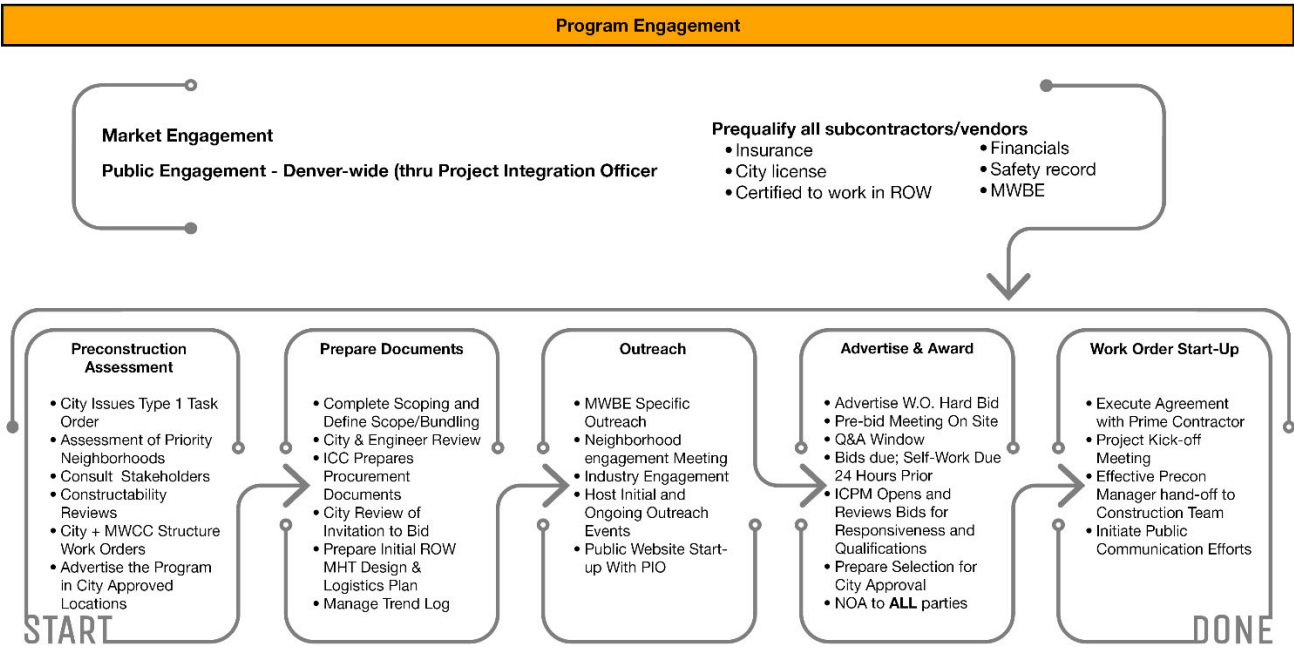
Scheduling, Quality & Safety

Time & Task Management

Approach to Scope of Services

Solicitation No. 202578139 – Sidewalk Program Integrated Construction Services

Provide a flow diagram that indicates the expected process for construction procurement services.



Montclair Neighborhood: During preconstruction, a bundling approach allows for planning, scheduling, bid packaging and procurement planning around scope and/or geographic areas. This approach maximizes workflow during construction as well, with crews flowing from zones, easing mobilization, and supporting ongoing communication and coordination with third parties. [Figure 7](#) demonstrates a model of a proposed rolling schedule from preconstruction to completion:

Figure 7

- ✓ MWCC receives high-priority, missing sidewalks zones distributed through task order
- ✓ MWCC team activates large-scale site analysis, preconstruction and procurement activities
- ✓ Zones are created and bundled based on scopes and geographic needs (see below)
- ✓ A rolling schedule is created to allow for continuous mobilization and trade/crew scheduling from zone to zone in a work task.
- ✓ Quick-start mobilization kits, ongoing real-time and proactive communication systems, and third party coordination meetings keep the continuous flow successful.

The map shows the Montclair neighborhood with various streets and sidewalks zones highlighted in different colors (green, yellow, orange, red) to indicate different phases or types of work. Key streets like East Colfax and Montclair are labeled. A 'Kitty Open Space' is also marked.



Approach to Scope of Services

Solicitation No. 202578139 – Sidewalk Program Integrated Construction Services

Work Order A		May				June				July				August				
		5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25
Public Outreach & Communication		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Weekly Utility / RR / RTD & 3rd Party Mts		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Zone 1	Investigation & Survey	X	X															
	Design Review / Completion			X	X													
	Bid Package Creation & Approval					X	X											
	Notice to Community Construction						X	X										
Zone 2	Investigation & Survey		X	X														
	Design Review / Completion				X	X												
	Bid Package Creation & Approval					X	X											
	Notice to Community Construction						X	X			X	X						
Zone 3	Investigation & Survey				X	X												
	Design Review / Completion					X	X											
	Bid Package Creation & Approval							X	X									
	Notice to Community Construction								X	X			X	X				
Zone 4	Investigation & Survey					X	X											
	Design Review / Completion							X	X									
	Bid Package Creation & Approval									X	X							
	Notice to Community Construction										X	X			X	X		
Zone 5	Investigation & Survey						X	X										
	Design Review / Completion								X	X								
	Bid Package Creation & Approval										X	X			X	X		
	Notice to Community Construction												X	X			X	X



ASSESSED CONDITION & OBSTACLES	MWCC STRATEGIES
Deficient existing ramps and sidewalks will require immediate design input, ramp-qualified contractors	Work with design team on assessment report; qualify contractors for ramp construction; ensure special elements like truncated dome plates are procured
Unique existing sandstone sidewalks - compliance with current code; unique contractor scope	Work with third-party partners to analyze existing surfaces and ability to salvage instead of replace; bundle with other sandstone sections to maximize contractor resources
Existing stop signs and hydrant adjacent to construction will need to be temporarily removed and access maintained	Work with traffic control engineer, ROW inspectors, and Denver Fire to establish Method of Handling Traffic (MHT) plans, including temporary stop signs and emergency access
Native soil and owner's property protrude over new sidewalk line	Survey property line; engage forestry consultant and contractors with engineers to assess conditions; work with property owner through verbal dialogue to resolve
Adjacent business operational access must remain open and business fences and dumpsters are positioned along new sidewalk path	Work with businesses to establish alternative access points, survey property lines and establish a plan for removal and replacement of fences



Approach to Scope of Services

Solicitation No. 202578139 – Sidewalk Program Integrated Construction Services

Construction Services

Discuss your approach to changes in site conditions, field fitting, and problem-solving during active construction: Our solutions focus is activated at the team level between MWCC, DOTI Field Inspectors, our trade partners and designers. Our approach centers on:

- Conducting “in-the-dirt” meetings with all partners to get input and collaborate on the best course of action, pushing creative solutions to solve changing site conditions
- Utilization of vac trucks and extensive pot-holing planning to detect unknowns below grade; after GPR/camera detection during preconstruction, safe and slow exploration and dig permit processes during construction avoid important utility infrastructure impacts
- Activate our in-house Quality Manager, Tim O’Brien, who brings knowledge and expertise with quality inspections; our MEP Manager, Andrew Reuther, can provide insight on utility challenges; and our Safety Manager, Rene Gonzalez, can support trade partner training and safety inspections
- Verify potential solutions with COD standards, ensuring we are meeting City and Program requirements; solutions/changes are communicated through our project management system and monthly update letters.

Subcontractor Management: Identify elements of work for subcontracting opportunities, work elements that will allow for equal opportunity, and types of outreach programs you will use: MWCC believes that projects for government entities and public agencies should provide maximum direct benefits to local communities through job and training opportunities, which will be further outlined in our MWBE EDI Plan (Phase 2). We will promote core scopes of work, as well as landscaping, fence carpentry, vac-trucking, and additional non-core scopes to our deep database of current and past contacts (*page 18*). The MWCC team will work closely with potential trade partners and suppliers to review and understand scopes and break down bid packages to improve the competitiveness of MWBEs as the task order process progresses. We will encourage joint ventures between MWBEs and larger contractors for mentorship and skill development, provide flexibility in contract structures to allow participation at all levels and implement workforce development initiatives to support MWBE workers. Setting up our trade partners for success starts with intentional and supportive selection. Also, we are currently actively engaged in these associations and have a strong network through their various activities and engagement experiences.



Discuss how you will set up subcontractors for success on the projects: Trade success starts with in-depth buyout meetings to ensure they understand scopes, procedures and protocols. We work with trades to help them develop robust processes to create a pre-approved, quality control compliance plan and checklist that is scope-specific (completed and reviewed before work begins and then throughout initial and in-progress work inspections) and manpower and supervision plans, etc. We require full-time, trained trade supervisors on site and conduct daily coordination meetings, safety toolbox talks, and quality inspections. This structured approach works to set trade partners up for success as we clear roadblocks for them and guide them when there are struggles to meet procedures and protocols.

Discuss how you will manage subcontractor’s needs including scheduling, project changes, site access, and customer coordination: As the Prime Contractor and Program Manager, MWCC will take full accountability for the success of every Work/Task Order. You will never hear MWCC attribute delays or challenges to a trade partner—we take full ownership of project outcomes, removing hurdles and driving solutions at every step. We are committed to setting trade partners up for success through weekly and monthly schedule update communication, disciplined and efficient change management, proactive trade partner meetings and coordination with both our customers and stakeholders, and daily site walks and face-to-face conversations. Our flexible team will adapt and tailor their approach to consider subcontractor needs and get the most out of each of our partners.



Approach to Scope of Services

Solicitation No. 202578139 – Sidewalk Program Integrated Construction Services

As the prime contractor or construction manager, MWCC will be on-site daily, maintaining a safe environment, ensuring schedules are met, and leading communication with both DOTI and our construction neighbors. Through disciplined project oversight and a commitment to collaboration, we ensure each Work Order is delivered with efficiency, accountability, and excellence.

Discuss how you will ensure your subcontractors are capable and will provide work that is within schedule, high-quality workmanship, and adheres to expected safety standards: MWCC performs projects with major ROW modifications while exceeding safety, workmanship and schedule expectations. Our onsite practices include:

Public and Worker Safety	Quality Control and Assurance
<ul style="list-style-type: none">✓ All trade partners complete a Site-Specific Safety Orientation, focused on PPE, machinery safety, trip/fall hazards, public safety, material handling and storage, utility safety, and vehicle safety✓ The team conducts weekly safety inspections; our Safety Manager, monthly safety inspections✓ 30/60/90-day safety lookaheads ensure safety preplanning before execution✓ Dig permits ensure all necessary underground utility safety precautions✓ Required Job-Hazard-Analysis (JHA), SDS, scope-specific permits (hot-work, fire watch, digging, excavation) and inspection documents are on-site and accessible✓ All contractors report near-misses for After-Action Reviews and communication of lessons learned to the entire workforce	<ul style="list-style-type: none">✓ MWCC employees are trained on typical COD standards and ADA standards✓ We proactively sequence work to avoid remobilizations and delay risk✓ Rework is eliminated with our 6-Step Quality Control and Assurance process✓ We execute pre-mob and pre-con meetings with trade partners to confirm capabilities and workmanship expectations✓ Quality Assurance checklists and Form Checks scheduled with DOTI inspectors are completed before concrete or asphalt placement✓ Weekly site visits by our QC Manager ensure quality control processes and success✓ Management of stormwater risk through internal Superintendent-led and private consulting agency (SRM) inspections
Public Safety	
<ul style="list-style-type: none">✓ Proactive community communication throughout preconstruction/procurement to ensure the public is informed of safety controls and Work Order timelines✓ Enforcement of non-negotiable procedures for pedestrian signage and barriers, qualifying of flaggers and traffic control personnel, and controlled access zones around active work areas✓ Constant coordination with our existing and new local authority and first responder relationships to address emergency access concerns and needs	

Describe how you deal with subcontractors that are underperforming or not operating safely: Our mission is to ensure that the City and its community never experience or even notice trade partner underperformance or safety issues because we take immediate action to maintain project integrity. If a trade partner is not meeting expectations, our direct action includes:

- Work Stop/Safety Standdown: We pause work, conduct retraining and enforce monitoring by our onsite supervisors and Quality/Safety Managers.
- Trade Partner Reinforcement: We collaborate with their leadership to reinforce expectations, provide support and ensure full buy-in on safety and performance standards.
- Resource Supplementation: If a trade partner fails to meet MHT plans or scheduling commitments, we supplement with pre-qualified resources until they demonstrate their ability to manage their work properly.



Approach to Scope of Services

Solicitation No. 202578139 – Sidewalk Program Integrated Construction Services

Describe your approach to communications and public information during the construction phase:

MWCC will partner with Communications Connections Consulting (CCC) and work together with DOTI to establish communication protocols. Using translation services for all languages, we will coordinate and expand upon the City's Denver Sidewalks website and other established communication processes. CCD's recommendations include:

**Preconstruction Services**

- Work with DOTI to establish communication protocols
- Establish a project Email address for all communications. Emails will be answered in 24 hours, logged onto a PI Tracking Log (Excel or Google Sheets) for easy identification, tracking, and analytics. The log will be submitted to DOTI quarterly.
- CCC recommends at least two main public engagement points to seek community input either virtually or in person. These will be used to build community around the project, emphasize the need for the sidewalk overhaul, and provide relationship-building between the community and the project team.
- Create and maintain a stakeholder list including all types of users, i.e. residents, businesses, pedestrians and bike enthusiasts, RTD, etc.
- Create key messages to establish project needs and importance and the expected results and create community buy-in. Messages will be consistently used in public communications
- Project website updated as needed

Construction Management Services

- Closely monitor construction impacts and develop clean, consistent messages delivered in one clear voice and delivered timely as construction moves through the community to minimize impacts.
- Deliver timely, relevant and context-sensitive information for construction activities including restricted access, new pedestrian/traffic patterns, detours and other activities that could potentially disrupt the local community
- Ensure project benefits are communicated through all public communication modes
- Identify potential issues and develop accompanying key messages for each issue
- Utilize already existing methods of communication including VMS Boards, meetings (community, person-to-person, door-to-door as needed), Information sharing in jurisdictional publications and websites, social media (Facebook, Nextdoor), existing outreach tools familiar to DOTI's stakeholders

In coordination with CCC and DOTI, MWCC will also implement and advise on:

- Translation services and guidance on access and mobility
- door flyer/mail notification several weeks before construction to share project background, impacts and contact information
- Resident meetings to address structures, plantings and additional private property or landscape features
- Two days before construction, door hangers to impacted residents with further details on impacts, contact information, parking/driveway/trash access reminders
- Site signage and banners, to inform the public of field surveying activities, contact information, project updates, safety directions, project completion goals and outcomes, etc. Linking communication modes via onsite QR Codes, mobile community apps, and the City's hotline and website ensures accessibility by all impacted community members.
- During Construction, all team members who engage with the community are trained in project scope/goals to effectively answer public questions and support QR code or commuter app use to access website updates and submit questions.
- Navigational site signage will help pedestrians and cyclists navigate routes and avoid construction areas. Construction barriers, including safety barriers for road users, will also be a part of the "visual communication" on site.



Approach to Scope of Services

Solicitation No. 202578139 – Sidewalk Program Integrated Construction Services

Figure 6



Our MWCC staff is experienced with 1:1 communication with impacted residents and has bilingual staff members. We engage with questions, listen to challenges, and help navigate the communication updates and modes to express concerns or seek additional information. We are also trained to present at community events, where sharing project details and engaging the community on goals and outcomes is important. We see communication efforts also as opportunities to integrate the City's overall messaging on educating the importance of safe passageways, reinforcing Safe Routes to Schools efforts, the Vision Zero goal, and encouraging participation and owners' responsibility for routine and longer-term maintenance of sidewalks. A new project is a perfect time to educate, encourage and reinforce behaviors that keep us safe and acting in ways that protect our new sidewalks.

We managed a high-touch communication plan to maximize effective public interaction as with partnered with the City on phases of the

Lawrence Swoop. Figure 6 displays communication models for the 36th and Downing 2-Way Conversion task order delivered for the City in 2021. In this effort, we worked with the City to create effective communication, and our Vice President of Business Development, past Denver City Council President Albus Brooks, engaged the local community as our liaison. We also created jobsite banners to complement the language on the flyers, language that was echoed in email communication to residents and stakeholders.

Describe your approach to vendor management: MWCC maintains an extensive list of vendors capable and qualified to complete Sidewalk task orders. This database allows us to competitively bid all scopes and obtain accurate material and market labor prices. We believe the best approach to managing prices and supply needs starts with excellent superintendent skills, who work during preconstruction and procurement phases to map out precise schedule and budget plans, reducing price and supply fluctuations, and vetting out all obstacles.

Describe additional unique resources and capabilities that your company will bring to construction and how these unique resources and capabilities will provide value to the City:

- **Creative Construction Solutions:** During sidewalk construction, we optimize staging sequences that allow for pedestrians and cyclists to have dedicated corridors for safe transit; create temp ramps and access points; preplan and implement strategic demo with pour back sequences; analyze and schedule off-hour construction to reduce impact; implement cold weather protection to allow for continuous work; utilize Building Information Modeling (BIM) for quality control and drone video for quality assurance, and strategically sequence tasks to eliminate the challenge of overlapping of trade partners in work areas. Traffic control, tree protection and removal, excavation work, erosion control, and coordination with utilities, railroads, RTD and the general public have been the bulk of our work as a CM/GC and design-assist partner. (See page 30 for additional ideas).
- **Safety Excellence:** MWCC has achieved ABC's Gold, Platinum and Diamond STEP status for 12 consecutive years in recognition of our quality and safety program. MWCC is the recipient of a **National Excellence in Safety Award** from ABC National. We are known for our job site safety plans, our multilingual



Approach to Scope of Services

Solicitation No. 202578139 – Sidewalk Program Integrated Construction Services

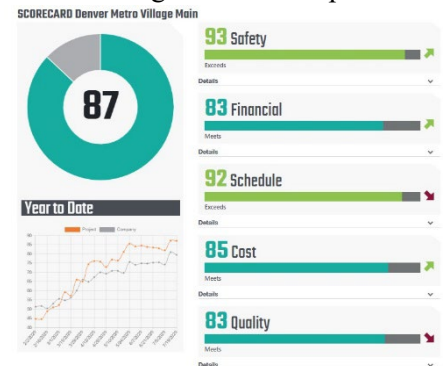
safety management training, support, audits and assistance on site, our MWCC CARES and our Project Pride programs.

- **Labor Management:** MWCC uses a comprehensive labor recap that tracks production processes as a way to manage labor budgets, thereby preventing budget and schedule overruns. This simple weekly tracking method helps us understand production goals, schedule deadlines and budget constraints and provides knowledge, empowerment, and expertise needed for day-to-day successful decisions. This tool also supports Forepeople and Superintendents to make crew and course corrections quickly and with confidence.

Construction Management Services:

Discuss your qualifications and approach to providing construction management services on behalf of the City. Our 28 years of experience working with the City of Denver, along with other municipalities, has positioned us as a trusted partner to consultants, contractors, inspectors, and communities in urban development. Our experience in selecting and managing trade partners, historically 30+ on each project, as well as self-performing key scopes of work provides great control over Task/Work Order schedules and quality assurance and qualifies us to manage concurrent phases of construction.

For this program, we will use our proprietary Project Scorecard software tool to measure project health. Our Scorecard measures key project metrics in Safety, Financial, Schedule, Cost, and Quality and creates a 'heat map' for our team to focus on what is important and needs improvement. This tool will be readily available to our team, as the CM, as well as the lead contractor and City Program Manager. The Project Scorecard monitors real-time data weekly and clearly shows each member of the team how they are aligning with Program expectations.



Scheduling & Coordination: We recognize that schedule is a critical driver and there is an immediate need to execute sidewalk projects expeditiously and efficiently to support pedestrian demand. Our managers will:

- Ensure a detailed project schedule is developed, updated, and distributed bi-weekly using P6 software, including weekly 3-week lookahead formats
- Coordinate weekly meetings with trade partners, City/Design team meetings, utility providers, railroad companies, and third-party inspectors to communicate our critical milestones
- Leverage the complex, urban, and phased construction experience of our PSs and PMs to 'trust but verify' the contractor's schedule progress, identify opportunities for schedule acceleration and minimize disruptions.
- Solve problems around changing site conditions, underperformance, supply fluctuations, and contractor disputes to set up the contractor for success and manage their needs
- Drive on-time progress payments; incentivize partners to identify schedule acceleration

Technology for Construction Management: We utilize PROCORE®, a web-based collaboration tool built to streamline construction project management. MWCC uses Oracle Textura® for billing, lien waivers/insurance tracking, and trade partner payment management. MWCC's accounting systems and processes integrate with the project budget for real-time data on all costs including detail on invoices and payroll. Additionally, we can hit the ground running as we are experienced in City requirements, such as Masterworks, the City's Payment of Prevailing Wages Ordinance/LCP tracker, MWBE reporting requirements, and E-Permitting.

Discuss your approach to project-specific QC/QA. Our qualified Superintendents and support staff will oversee the contractor's daily procedures and manage the professional services and third-party consultants to drive project-specific quality control and quality assurance (QC/QA). The lead contractor will be responsible for the execution of **Quality Control (QC)**. We will require the following of the lead Contractor:

- ✓ Facilitate a constructability review through *Bluebeam Studio* for work-order documents



Approach to Scope of Services

Solicitation No. 202578139 – Sidewalk Program Integrated Construction Services

- ✓ Lead work-order-specific Preconstruction Conferences on-site, involving all ROW, utility, QA, and design stakeholders to establish Work-Order-specific requirements
- ✓ Verify Denver ROW contractor licenses for applicable contractors
- ✓ Execute Preconstruction meetings with core-scope trade partners to communicate QC expectations, and required submittals, and dedicate time to page turns
- ✓ Obtain approval for mix designs, joint layouts, and any special finishes before starting work
- ✓ Document adjacent properties' existing conditions to ensure final product meets or exceeds the original state
- ✓ Verification, acceptance and preservation of survey staking by a licensed professional
- ✓ Require contractors to perform and submit quality control documentation
- ✓ Schedule on-site walks within the P6 schedule to ensure schedule milestones and/or corrections
- ✓ Track cold or hot weather forecasts in scheduling and follow requirements while meeting schedule
- ✓ Train all stakeholders on *Procore* systems but not to distract from in-field quality focus
- ✓ Empower contractor accountability of quality standards by tying 5% of progress payments to resolutions

MWCC’s CM team will manage all **Quality Assurance (QA) Services** with our 3rd-party consultants:

PrePour Quality	Documentation
Establish and require project-specific pre-pour checklists (one per placement of concrete) with handwritten signoffs from all respective parties, including but not limited to: <ul style="list-style-type: none">✓ Verification of formwork alignment, grading, thickness, and width per plans, specs, and work-order-specific standards.✓ Verification of subgrade materials✓ Batch ticket verification of strength specification, admixtures, and batch time✓ Verification of correction of any open non-conforming items✓ Quality Assurance (QA) inspection and sign-offs<ul style="list-style-type: none">✓ Subgrade compaction and concrete material testing (slump, air content, temp.)✓ Inspection by ICC or City Inspector✓ Sign-off from Forestry, Railroad, Utility, ADA, local maintenance entities (as applicable)✓ Confirmation of control joint, finishing, and curing requirements with finisher.✓ Verification of barricades and signage prepared to prevent early foot traffic after pour.	Utilize <i>Procore Observations</i> tool to document non-conformance and resolution only after verbal, preferably in-person, communication of said non-conformance to the responsible party. <ul style="list-style-type: none">✓ Weekly reporting of Open Non-Confirming Log in each OAC meeting.✓ Utilize <i>Procore Photos</i> tool to provide all stakeholders with real-time transparent access to quality issues, and upload all completed QA checklists and reports to the <i>Procore Inspections</i> tool.✓ Ensure all documentation is easily distributed and accommodates foreign language needs.✓ When self-performing work on a project, utilize the same process and procedures, with separate MWCC team members dedicated to QC (as the lead contractor) and QA (as the construction manager). This staff delineation of responsibility ensures all craft workers follow quality controls and are trained on work-order-specific requirements, while the internal QA team dedicates time to managing the approvals and inspection timelines of third parties and verifying compliance objectively.

Discuss your process for Work Order change management: As a CM, MWCC will manage changes to the contract documents with an emphasis on transparency, efficiency, discipline and fiscal responsibility to protect Denver property owner dollars while ensuring project success. Our goal is to eliminate changes during construction by completing a thorough pre-construction, assessment, and procurement process with buy-in from our trade partners and agreed-upon and established rates upfront in contracts. Before any changes, MWCC will establish a standardized Change Order Request form that all trade partners/vendors will be required to submit to ensure consistent and expedited reviews. This form will capture:

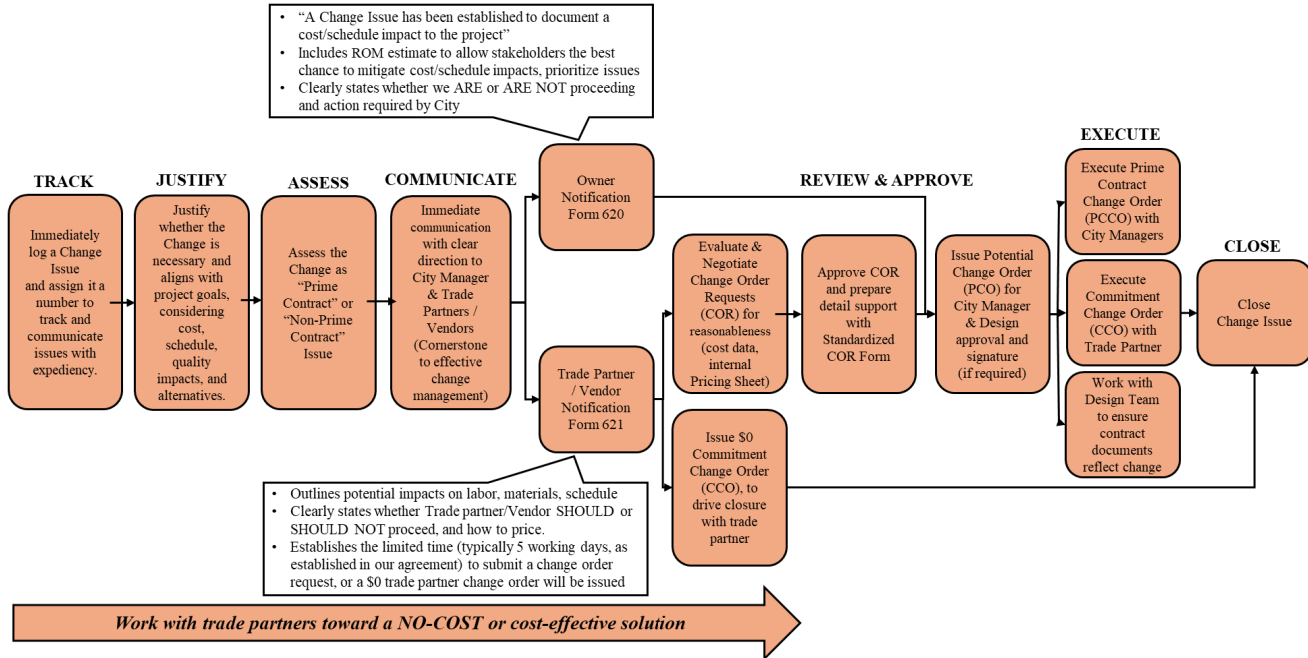
CONFIDENCE	TRUST & EFFICIENCY	COMPLETENESS	TRANSPARENCY
THOROUGH, WELL-WRITTEN EXPLANATION OF CHANGE	COST BREAKDOWN OF MATERIALS, LABOR, EQUIPMENT, & ALLOWABLE MARK-UPS	TIME IMPACT & RISK ANALYSIS (AS NEEDED)	SUPPORTING DOCUMENTATION – QUOTES, DRAWING MARK-UPS, PHOTOS



Approach to Scope of Services

Solicitation No. 202578139 – Sidewalk Program Integrated Construction Services

When an unforeseen condition, design modification, scope adjustment, or regulatory directive arises, our PM team will follow our structured approach:



To foster trust and transparency, we will:

1. **Proactively identify and propose no-cost or low-cost solutions** as early as the RFI stage.
2. **Maintain and review an Open Change Issues log weekly.**
3. **Collaborate with trade partners to resolve change disputes quickly** through open dialogue and solution-driven decision-making.

Provide information that will allow your team to stand out above the others proposed by indicating proven strengths and why your team provides the City "best value" as it applies to construction management services. The success of MWCC over the last 28 years is making sure our clients are successful on every project. We do this by understanding their priorities and goals before starting the project. We have read through every document on the Sidewalk Program and feel we have a good understanding of DOTI's goals and priorities, and we look forward to a kickoff meeting to clearly outline every goal. As CM, MWCC will be the primary contact and lead on the entire program. Our dedicated team is available 24/7/365 to address any issues on each of the task/work orders we are awarded to be the community contact to answer questions and address any issues. We are the primary lead working with the design team and our trade partners to identify and solve the unique designs or existing conditions; the primary contact for MWBE trade partners, for their engagement and success; and DOTI's front-line extension to exceed all program goals and mission. This means:

- ✓ **Design:** Ensure complete packages and identification of all existing conditions to eliminate delays and change
- ✓ **Outreach:** Meet with our communities and help them understand our plan and provide them with a resource to call if they have questions or concerns
- ✓ **Procurement:** Make sure both local and MWBE firms have an opportunity to get involved. Help these firms be successful in both winning the work, delivering and gaining experience.
- ✓ **Execution:** Lead the entire team (See Fig. 5, page 16). Have kickoff and weekly coordination meetings throughout projects to make sure everyone is meeting or exceeding expectations
- ✓ **Budget:** Establish a budget and ensure every task order comes in on budget. With the many miles of sidewalks to be built, every task/work order **must** meet both budget and schedule.
- ✓ **Schedule:** Create an agreed-upon schedule for individual task orders and, as the CM, remove hurdles to deliver the work on time. MWCC on-site supervision will oversee and guarantee projects are safe and on schedule.



Approach to Scope of Services

Solicitation No. 202578139 – Sidewalk Program Integrated Construction Services

- ✓ **Quality:** We ensure all work is executed per DOTI standards. Quality means more than workmanship, it means working with Forestry to find solutions for existing trees, finding ways to solve existing property owner conditions, and building a sidewalk network that lasts for years to come.
- ✓ **Communication:** As front-line leaders of every task/work order, we understand communication processes are vitally important to the Program's overall success. We will provide DOTI with consistent weekly status reports and updates.
- ✓ **Define Success:** MWCC is only successful if DOTI and the Denver communities/residents experience the Sidewalk Program as a success. As CM, MWCC will take the lead in this success, providing answers and solutions to deliver the program that DOTI envisions.

Schedule and Implementation Innovations

Innovation Ideas	Strategy and Outcomes
Work Order Bundling: Geographic Zone, Scope	MWCC can sequence comprehensive investigation and surveying (site analysis), design review/constructability, bid packaging, soliciting and award, and execution through a system of geographic zones/scope bundles to optimize cost and schedule.
Off-hours Mobilization and Site Preparation	Off-hours site readiness work will improve efficiency during normal daytime working hours and reduce inconvenience to residents and businesses.
Recycled & Sustainable Materials	Incorporating recycled materials where possible decreases cost and improves schedule due to reduced haul durations. Additional sustainable products for sidewalk production can add to sustainable goals and limit disruption to nature.
Office of City Forester & Arborists Partnership to Preserve Nature and Maintain Sidewalk Longevity	For tree roots that disrupt sidewalks, we anticipate working in advance with arborists and the Office of City Forester to explore options such as permeable pavement or arched designs that allow for safe sidewalk replacement and repair without damaging trees. Explore Silva Cells systems for tree plantings in ROW conditions and additional durable materials for sidewalk longevity.
Mobile Batch Plant	In partnership with our parent company, Graham, we can locate a batch plant in the Denver area to ensure concrete material is delivered on time and to the specifications of the Sidewalk Program for all phases.
Collaborative Platforms and Mobile Apps	Unified communication portals, such as websites, social media, QR Codes, interactive maps and dashboards, feedback systems, commuter apps and on-site updates keep all stakeholders in the know and able to understand and track progress, report issues and access plans and safety on their devices.
Quick Start Mobilization Kits	Mobilization Kits can include digital permitting templates, set-up, execution and shutdown procedures, safety/quality checklists, vehicle and logistics plans, portable barriers and dynamic digital and standard signage, temporary walkway kits, drones for aerial inspection, on-site training and digital manuals, etc. A ready-to-use Quick Start Mobilization Kit will allow for faster mobilization.
Collaboration with City Agencies, Utilities and Infrastructure	Preconstruction utility mapping and development of joint schedules with utility companies will address utility upgrades or repairs. We are currently partnered with Kimley-Horn for services in utility mapping and research, conflict identification, coordination services for approvals, permits and agreements with utility companies, relocation planning, site marking and verification, scheduling, inspections and documentation and reporting. Implementing strategies in advance to mitigate utility risks will substantially impact schedule milestones and eliminate delays.
Contingency Planning Strategies	MWCC would use scheduling strategies, such as rolling/staggered schedules, backup crews with resources to ensure manpower and materials are on standby for emergency adjustments, continual progress tracking, and real-time master and weekly schedule updates for crew coordination.
Eliminating Cold Weather Delays	We are well-equipped and experienced in tenting practices, temp heat and heated blankets to maintain optimal curing temperatures.



Exhibit B
[Intentionally Omitted]

Exhibit C
Fixed Contract Price
Percentages/ Professional
Services Rate Sheets

FIXED PERCENTAGE MARKUP FORM

FIXED CONTRACT PRICE PERCENTAGES

- Fixed Construction Management Services % - Indicate your proposed percentage markup to a FINAL APPROVED Work Order for your construction management services offered for each specific Type 2 Construction Work Order.
 - Fixed Construction Management Services Percentage 9.00%

- Fixed Work Order Change Order % - Indicate your proposed percentage markup to a FINAL APPROVED Work Order change order for your construction management services to cover the increased Work Order scope & fee.
 - Fixed Work Order Change Order Percentage 9.00%

Hourly Rates Form

Prime Professional Services

Prime Contractor: Milender White

List ALL potential firm personnel titles/classifications that may be utilized for Task Orders under the Agreement, and their respective fully burdened hourly rate. **Titles/Classifications should match the Titles/Classifications listed on Attachment 6 – Masterworks Professional Services Classification Standard.** Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Chief Construction Representative	Senior Vice President: Executive representative overseeing and responsible for all aspects of the sidewalk program	\$299.12
Senior Construction Manager	IC Program Manager: The City's day to day contact. The IC Program Manager will oversees multiple projects in sidewalk program ensuring they are completed efficiently and effectively with a defined scope, schedule and budget	\$256.74
Business Development Manager/Director	Vice President of Public Affairs: MWBE Coordinator and City Liaison. Manage reputation and relationships with the public, stakeholders, and government entities	\$264.81
Senior Construction Representative	General Superintendent: Safety, quality, scheduling, phasing, logistics, trade relationships, and staff mentoring.	\$224.30
Construction Manager	Project Superintendent: Safety, scheduling, quality, financial management, procurement, staff development, and risk management	\$188.00
Field Superintendent	Area Superintendent: Assist Project Superintendent in managing schedules, logistics, safety, quality, and project goals	\$132.39
Project Manager III	Project Manager: Oversees and coordinates all aspects of the project from planning to completion, ensuring it stays on budget and on schedule.	\$165.52
Resident Engineer	Project Engineer: Shop drawing & product data coordination, monitoring procurement process, contract oversight, and pay applications.	\$120.23
Resident Construction Manager I	Office Engineer: Submittal management, document control, RFI's, and maintaining project records.	\$105.49
Field Engineer	Field Engineer: Production reporting, layout, control, safety inspections, quality assurance	\$90.22
Risk Manager III	Safety Manager: Developing, implementing, and maintaining safety programs. Ensure compliance and conduct safety trainings.	\$146.45
Civil Senior QA Inspector Supervisor	Quality Control Manager: Implementing quality control procedures, conducting inspections, and coordinating with teams to address issues.	\$162.50
Administrative Support Assistant II	Project Site Administrative Assistant: Support to the project team, certified payroll reporting, invoicing, and pay applications	\$79.36
Estimating Manager Civil	Preconstruction Manager: Design management, value analysis, bid packaging and buyout, schedule, and logistics.	\$208.38
Estimator I Civil	Estimator: Take-off and bid tab analysis	\$115.17

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as reports, drawings, record drawings, reproduces, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

Hourly Rates Form

Subconsultant Professional Services

Subconsultant: _____

List ALL potential firm personnel titles/classifications that may be utilized for Task Orders under the Agreement, and their respective fully burdened hourly rate. **Titles/Classifications should match the Titles/Classifications listed on Attachment 6 – Masterworks Professional Services Classification Standard.** Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification		Responsibilities	Rate/Hr.
Estimator	Estimator II Civil	Estimator: Quantity take-off, bid solicitation, and bid tab analysis	\$126.69
Estimator	Estimator III Civil	Senior Estimator: Trade relationships, value engineering, bid solicitations, project cost summary, and trade partner selections	\$156.25
Schedule	Scheduler Manager	Scheduling: Primavera P6 input and support.	\$128.35

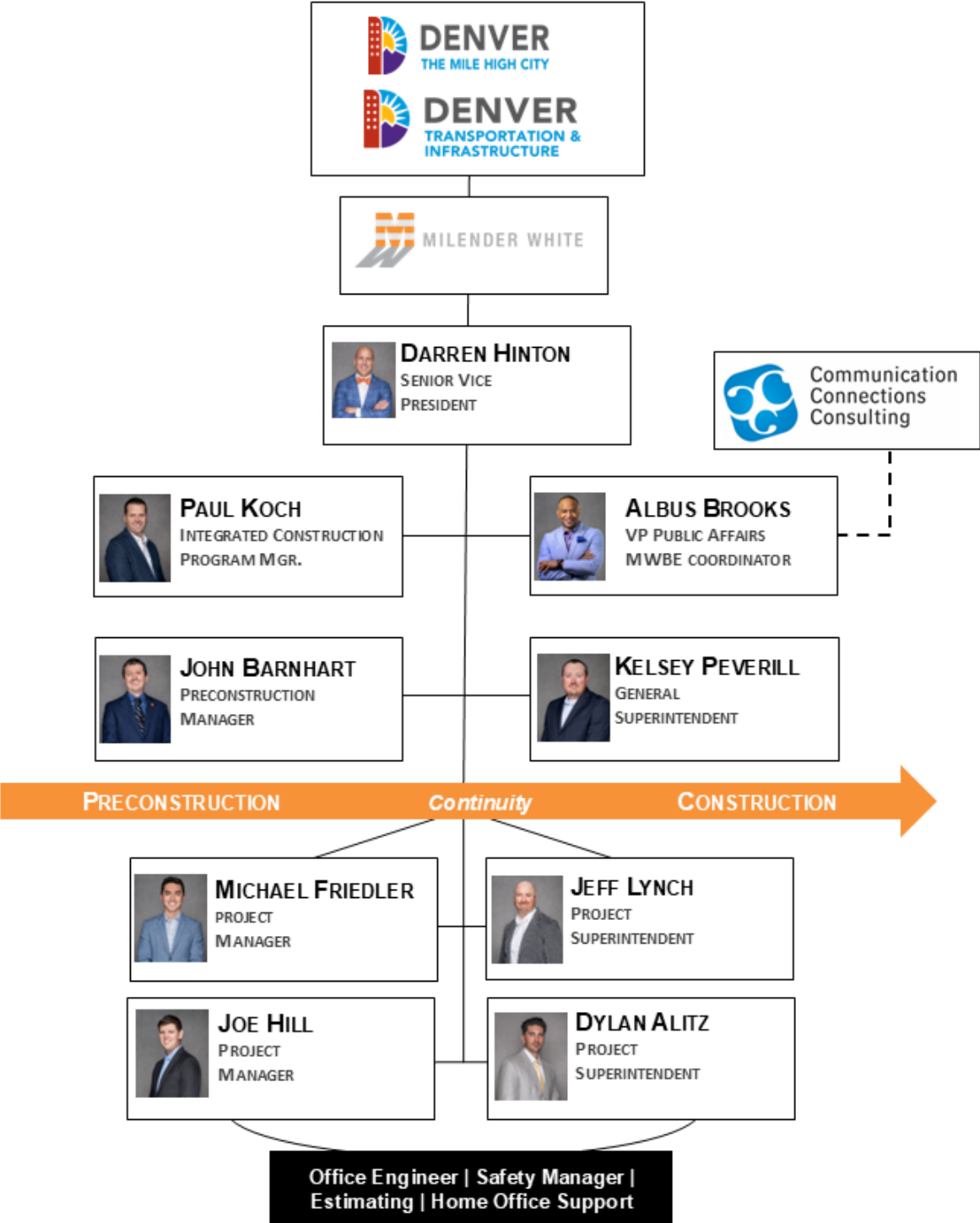
The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as reports, drawings, record drawings, reproducibles,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

Exhibit D
[Intentionally Omitted]

Exhibit E
List of Key Personnel

Figure 4

Team Organization Chart



Team Key Personnel**Milender White Construction Co.**

Solicitation No. 202578139 – Sidewalk Program Integrated Construction Services

We recognize that the City of Denver and the Department of Transportation and Infrastructure have a goal of partnership with an experienced, professional, dedicated, communicative and collaborative team for the successful implementation and delivery of the citywide sidewalk master plan. Our proposed portfolio of team members (outlined below) has decades of experience in preconstruction, construction procurement, construction services and management of civil and infrastructure projects in the city of Denver's residential, urban and commercial communities and has built strong relationships with the City of Denver's authorities, inspectors, departments and associations. This is a team that not only works and plays in Denver, but also calls it home. *Full resumes are included in the RFP Appendix.*

Sidewalk Program Integrated Construction Services MWCC Team Members

Darren Hinton, Senior Vice President | 33 yrs experience | Relevant Projects: NEST56, Capitol Square Apartments, NOVEL RiNO, AMLI Broadway Park, S*Park, DEN On Call, Denver Union Station

Darren has three decades of experience in construction, with expertise at all levels of preconstruction, procurement, construction services and management. In his over 30 projects completed in and around the city of Denver, he has overseen miles of civil and infrastructure work. His coordination skills are like none other and have been honed through very complex projects with multiple stakeholders, such as leading MWCC's On-Call Construction Services for DEN Airport, the Denver Union Station Redevelopment, the City and County Building, the Sage Building, and many other significant historic buildings. As Vice President of MWCC, he provides executive collaboration and direction for the implementation of all task orders/work orders and all phases.



Paul Koch, Integrated Construction Program Manager | 23 yrs experience | Relevant Projects: City of Denver On Call Contractor, OSO, Modera Golden Triangle, 36th and Downing, NOVEL RiNo, The Pullman, 16M, Mariposa Redevelopment

Paul is experienced in all aspects of construction and would be the daily contact for regular interaction with the City's Program Management team, DOTI, City agencies, stakeholders and outside consultant teams. He provides oversight of project quality control, financial controls, production efficiency, site safety, and project management systems and reporting. His construction management and executive leadership experience encompasses over 16 large-scale vertical multi-use projects in urban and residential locations throughout Denver and the metro area. As ICPM, Paul brings extensive and long-term relationships with the City of Denver authorities and partners; he will successfully respond to task order/work order requests with detailed descriptions, means, methods, milestones, consultants, MWBE partners, budgets and schedules for each order. As a strong collaborator with the City's Program Management team, Paul will deliver the high-level scope of services required of this RFP with the MWCC team.



Albus Brooks, VP Public Relations/MWBE Coordination | 20 yrs experience | Relevant Projects: City of Denver On Call Contractor, Capitol Square Apartments, AMLI Broadway Park, DEN Airport On Call Contractor, The John Parvensky Stout Street Recuperative Center

As Vice President of Public Affairs, Albus is continually active in servant leadership roles in Denver civic and community projects. For Denver Deserves Sidewalks, Albus leads engagement efforts with MWBE trade partners through outreach events, formal networking and informal channels. He brings creative approaches to public awareness, communication and engagement campaigns, ensuring that stakeholders understand the Denver Deserves Sidewalks vision and goals. He works with project leaders and the project team to ensure that MWCC meets MWBE participation and achieves local hiring goals. As a City liaison, he works to cultivate and enhance relationships and community partnerships with the CCD, Denver businesses and social service organizations, and private-sector developers.



Team Key Personnel

Milender White Construction Co.

Solicitation No. 202578139 – Sidewalk Program Integrated Construction Services



John Barnhart, Preconstruction Manager | 19 yrs experience | Relevant Projects: DEN Airport On Call Contractor, Park on Speer, City and County Building Bannock Street Improvements, NOVEL RiNo, The John Parvensky Stout Street Recuperative Center, Hyatt Centric, Parc on Speer, 1000 Speer, Mariposa Redevelopment

As Preconstruction Manager, John works closely with the City, Design and Engineer team members, and trade partners to lead design and constructability reviews, cost estimating, value engineering, and coordination/communication efforts for the public, ROW, Utilities and Railroad coordination, permitting and compliance for each task order. John and his team of estimators find multiple opportunities for impactful, innovative options to realize cost and schedule savings. They are experienced in implementing bid efforts, qualifying trade partners and finding strategies to bundle procurement efforts in partnership with clients. John brings 18 years as a Preconstruction Manager, Estimator, Project Manager, and Project Engineer.



Joe Hill, Project Manager | 8 yrs experience | Relevant Projects: Mines Park Village, AMLI Broadway Park, NEST6, Parc Mosaic, 28th and Canyon Redevelopment



Michael Friedler, Project Manager | 8 yrs experience | Relevant Projects: DEN On-Call, Modera Golden Triangle, 4th Street North Civil and Infrastructure, Denver Hyatt Centric, 28th and Canyon Redevelopment

Our MWCC Project Managers are involved early, to ensure a seamless transition from preconstruction to construction. Michael and Joe are responsible for managing project procurement, schedule and budget for task/work orders. They take the preconstruction design and estimating packing for each task order and confirm that the project scopes are captured, the overall costs and durations are compliant and risks and opportunities are identified. In partnership with the MWCC General Superintendent, Kelsey Peverill, and Project Superintendents, Jeff Lynch and Dylan Alitz, they conduct trade partner buyout and contracting, and coordination with all 3rd parties. They facilitate real-time, efficient and effective construction management reporting and document control among all partners, to transparently monitor project costs, quantities, schedule, quality and safety metrics. They are essential to public communication and engagement activities in partnership with our Public Information Officer. Through lessons learned from their recent experience at Modera Golden Triangle, NEST56 @ Degnargo Market, and Hyatt Centric and Mines Park Village, Michael and Joe will be invaluable in project preplanning, coordination, and highest quality and safety implementation during execution. Both leaders have outstanding references for their communication and planning skills.

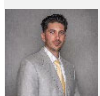


Kelsey Peverill, General Superintendent | 18 yrs experience | Relevant Projects: NOVEL RiNo, AMLI Broadway Park, 30PRL, Kestrel, Parc Mosaic, 1000 Speer, Tapiz at Mariposa, Luce at Lowry

Kelsey will work closely with the Project Managers and ICPM providing expert advice related to project methodology and constructability. Kelsey has the exact skill set for innovative procurement bundling, scheduling, mobilization and coordination of construction activities across multiple sites. He has long-standing experience in supervising many infrastructure projects and master-planned communities which required staging, and extensive coordination with residents, businesses, emergency services, City agencies and officials. His problem-solving skills and lessons learned from many complex sites will support the overall project execution and will create a strong, coordinated team approach to trade management, quality, cost and safety controls.



Jeff Lynch, Project Superintendent | 25 yrs experience | Relevant Projects: Mines Park Village, 36th and Downing, Fourth Street Crossing and Fourth North, Tungsten Village, Parc on Speer, The John Parvensky Stout Street Recuperative Center, CO State Judicial Building, Old Town Arvada Transit Hub



Dylan Alitz, Project Superintendent | 11 yrs experience | Relevant Projects: Mines Park Village, S*Park, 4th Street Crossing Civil and Infrastructure, Capitol Square Apartments, Denver Union Station



Team Key Personnel

Milender White Construction Co.

Solicitation No. 202578139 – Sidewalk Program Integrated Construction Services

MWCC Project Superintendents, Jeff and Dylan, expertly manage and coordinate Sidewalk work orders, from schedule tracking, material and equipment procurement, quality and safety control, third-party inspection and testing, trade schedule/coordination/workflow, production tracking, project completion, turnover and warranty. Both superintendents have extensive experience in project delivery for civil infrastructure projects, including for the City of Denver and surrounding communities.

Quality, Safety and MEP Value-Added Team Members



Rene Gonzales, Regional Safety Manager | 23 yrs experience | Relevant Projects: Mines Park Village, Modera Golden Triangle, X Denver 2, Capital Square Apartments, NOVEL RiNo, One Seven @ Belleview Station

Rene provides safety leadership for the Sidewalks program. He is responsible for performing job-site audits, OSHA walkthroughs, Equipment Operator Instruction, and training in CPR/First Aid, OSHA 10/30 and Safety Hazard Awareness to all management and field personnel, reaching our diverse teams through his bilingual and translation expertise. He leads the MWCC CARES Program, ensuring an increased awareness, pride and ownership of outstanding safety cultures at all of our project sites.



Tim O'Brien, Quality Control Manager | 23 yrs experience | Relevant Projects: Mines Park Village, City Center Denver, Denver Water, NOVEL RiNo, NOVEL Uptown, OSO, Hyatt Regency Convention Center

Tim provides quality assurance construction observation services for MWCC. He inspects and evaluates work areas per plans, specifications and plan documents, reports any deficiencies as appropriate, and elevates learning and interactions among project teams to ensure high-quality products in safe conditions.



Andrew Ruether, MEP Manager | 11 yrs experience | Relevant Projects: Mines Park Village, NOVEL Uptown, OSO Denver, Denver Hyatt Centric, Denver Metro Village

Andrew is available to assist teams in oversight of mechanical, electrical and plumbing divisions. He is involved in constructability reviews, estimating, and complex problem-solving in the proper execution of MEPF systems. He collaborates with the team for utilities coordination and third-party inspections of fire, electrical, mechanical and water/sewer systems for the Sidewalk program.

“MWCC was involved in the project since its conception – aiding in site identification, garnering political support, as well as your typical GC responsibilities such as preconstruction estimating, design assist, and construction. The team truly went above and beyond, demonstrating commitment not just to their craft but also to the mission and vision of the project and its eventual residents.

The site had its fair share of complexities including unstable soils and contamination, which warranted a complex structural system as well as environmental compliance oversight. The team navigated with ease the complexities associated with staging and logistics on an incredibly tight site with constant construction activities surrounding it. They helped navigate inspections and approvals at the 11th hour, working through challenges with the utmost professionalism, and ultimately delivered the project on time and budget – to the day and the dollar.”

Shannon Cox Baker, RVP Pennrose, LLC, NEST56 @ Denargo



Exhibit F

Task and Work Order Proposal Request Form(s)



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

**SIDEWALK PROGRAM INTEGRATED CONSTRUCTION SERVICES
PROFESSIONAL SERVICES PROPOSAL REQUEST**

PROJECT NAME

DATE ISSUED:

[Date]

PROPOSAL DUE DATE:

[Date]

CITY & COUNTY OF DENVER PROJECT MANAGER

[Name]

[Phone]

[Email]

PROPOSAL SUBMITTAL

Email proposals in PDF format to the City's Project Manager (PM), housed within the Department of Transportation and Infrastructure (DOTI), by the Proposal Due Date stated above.

PRE-PROPOSAL CONFERENCE

A pre-proposal site visit will be coordinated with the Contractor. The pre-proposal conference will be held at the project location, **[Address]**.

QUESTIONS FROM PROPOSERS

All questions must be submitted in writing to the City's PM by **[Date and Time]**. Proposers shall anticipate responses from the City's PM by **[Date and Time]**.

PROJECT DESCRIPTION

The City and County of Denver (the City) is requesting that your firm submit a proposal to provide engineering services for **[Project Description]** located at **[Address]**.

The purpose of this project is to (summary of what the work will entail.)

This professional services scope of work includes, but is not limited to Preconstruction, Design, Construction Documents, Cost Estimation, and Construction Administration. The Construction Documents shall be used to obtain all construction permits. The Design Team shall address all comments provided by any City or permitting entity until such entities are satisfied with the Design Team's response so that a permit may be issued and maintained.

The estimated Construction budget for this project is **[Budget Cost]**

The Design Team shall be comprised of the contractor's engineering team and their various consultants necessary to perform the services

PROJECT SCOPE AND DELIVERABLES



The Design Team shall provide the following:

The purpose of this project is to *(summary of what the work will entail)*.

DESIGN CONSULTANTS

The following is a list of possible disciplines that the Design Team shall consider when assembling qualifications and proposals for the scope of work described herein. This list shall be modified by the Design Team as necessary to suit the scope of work for the project.

- Architectural
- Mechanical, Electrical, Plumbing (MEP)
- Structural

PROJECT SCHEDULE

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

As of **May 1, 2023**, all projects going in for permit review will be required to be submitted under the newly adopted **2022 Denver Building Code**. Information can be found at:

<https://www.denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directories/Community-Planning-and-Development/Building-Codes-Policies-and-Guides/Building-and-Fire-Code-Adoption-Process>

As of **March 1, 2023**, all projects going in for permit review will be required to meet the applicable **Energize Denver** requirements. Information can be found at:

<https://www.denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directories/Climate-Action-Sustainability-Resiliency/High-Performance-Buildings-and-Homes/Energize-Denver-Hub>

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

In the event your proposal includes terms and conditions and/or assumptions and/or exclusions that contradict the terms and conditions of the Sidewalk Program Integrated Construction Services Contract, and/or contradict the requirements or scope defined in this Proposal Request and its associated documents, the Sidewalk Program Integrated Construction Services Contract and/or this Proposal Request and its associated documents shall prevail.

If you have any questions with the development of this Proposal Request, please contact the City's PM whose contact information is listed at the top of this proposal request. Your interest in assisting with this project is greatly appreciated.



CITY AND COUNTY OF DENVER
Department of Transportation and Infrastructure

**SIDEWALK PROGRAM INTEGRATED
CONSTRUCTION SERVICES
CONSTRUCTION **[PROJECT NAME]** REQUEST**

DATE:
[DATE]

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

CITY & COUNTY OF DENVER PROJECT MANAGER

[Name]
[Phone]
[Email]

BID SUBMITTAL

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

PRE-BID CONFERENCE

If needed, a pre-bid conference will be held at the project location, **[Address]**. Contractors are encouraged to attend the pre-bid site visit to become familiar with the project scope and location.

QUESTIONS FROM BIDDERS

All questions must be submitted in writing to the Project Manager by **[Date and Time]**.

STATEMENT OF WORK

The work includes all labor, material and equipment required to complete the work described in this proposal request, and the accompanying bid documents.

Scope of Work:

[Detailed summary of what the work will entail. Construction Document.]

Construction Administration: Services provided throughout the bidding and construction process by the Design Team shall include, but not be limited to, the following: Responses to RFI's, submittal / shop drawing review / approval, attendance at Owner, Architect, Contractor (OAC) meetings, field observation reports, change order reviews, substantial completion & punch list walk through with the City, and record drawings: Design Team shall provide record drawings of the work to best reflect the final "as-built" constructed work in digital format (PDF and DWG file types).

Contractor shall include the cost for all required permit fees in their bid. Permits will be reimbursed at cost, with no markup allowed.

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



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

Special Considerations:

There is no intent for any part of this Proposal Request and/or its associated documents to restrict competitive procurement of goods and services. The City will consider any goods and services that comply with the criteria and requirements indicated.

Liquidated damages are to be set at \$XXX/Day on this project. This project needs to be complete prior to date XXXXXX.

As of June 1, 2023, all Contractor's are obligated to comply with Denver Ballot Initiative 306 (Waste No More) regulations for construction and demolition projects. This ordinance requires the Contractor to separate and recycle all readily recyclable concrete, asphalt, clean wood, scrap metal, and corrugated cardboard. The ordinance also requires the project submit a recycling and reuse plan to the City prior to obtaining a construction or demolition permit. The Waste No More Submittal Requirements, accessible at <https://www.denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Community-Planning-and-Development/Plan-Review-Permits-and-Inspections/Waste-No-More-Recycling-and-Reuse-Plan>, must be followed. Contractor shall maintain records and evidence of compliance.

PROPOSAL REQUIREMENTS

The bid submission shall include the Project Cost Proposal and Project Schedule as outlined below.

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

Project Cost Proposal

The Project Cost Proposal shall be submitted using the Sidewalk Program Integrated Construction Services Contract Work Order Pricing Request Worksheet.

Each Bid Alternate shall be priced on the Alternates Form within the On-Call Work Order Pricing Request Worksheet.

Contractor shall provide a list of ANY assumptions and qualifications associated with their bid on a separate document titled "[Project Name] - Bid Assumptions and Qualifications."

Project Schedule

Provide a project schedule with the start date of [Date]. The project is expected to be substantially complete on [Date]. Provide durations of all activities, lead times for material not readily available, breakout of project phasing (if required) and enough detail to illustrate the overall plan to successfully execute the project. The Contractor can assume Working Hours are: [7AM- 5PM Monday through Friday]. The Contractor agrees to achieve the schedule as outlined. If for some reason the Contractor cannot meet the schedule as outlined, the bid submission must include a notification of such.

Execution of Documents

The Contractor understands that if the Bid is accepted, the bidder must provide the Bond Rider and Schedule of Values within fourteen (14) calendar days from the date of the notification of the bid results.



MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION

Contractors shall comply with their respective Contract.

MISCELLANEOUS

Contracts for construction, reconstruction, and remodeling are subject to the City prevailing wage rate requirements established pursuant to Section 20-76, D.R.M.C. For questions related to prevailing wage rates, Contractor shall contact the Office of the Auditor.

If you have any questions related to this Construction Proposal Request, please contact the Project Manager whose contact information is listed at the top of this proposal request.

Exhibit G

Task and Work Order Pricing Proposal Form(s)

TASK ORDER FEE PROPOSAL

Project Name

Firm Name

Master Contract #

City Project Manager

Date

Task Order #

% Complete Invoicing Approved?

NO

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

M/WBE*	Firm Name	Name of Employee	Personnel Classification	Hourly Rate*	Hours	Total (\$)
(Y/N)	(Prime)	(Name)	(Principal)			\$0.00
	(Prime)	(Name)	(Project Manager)			\$0.00
	(Prime)	(Name)	(Project Architect)			\$0.00
	(Prime)	(Name)	(Drafter)			\$0.00
						\$0.00
						\$0.00
						\$0.00
(Y/N)	(Subconsultant(s))	(Name)	(Project Manager)			\$0.00
(Y/N)	(Subconsultant(s))	(Name)	(Engineer)			\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
SUBTOTALS					Prime	\$0.00
					Subconsultant(s)	\$0.00

Completed By

WORK ORDER PRICING WORKSHEET

SIDEWALK PROGRAM INTEGRATED CONSTRUCTION SERVICES

INFRASTRUCTURE PROJECT MANAGEMENT
DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE | CITY & COUNTY OF DENVER | 201 W. COLFAX AVE. DENVER, CO 80202

CONTRACTOR NAME:

PROPOSAL NO.:

PROJECT NAME:

DATE:

SUB CONTRACTOR WORK ITEMS (Refer to Sub-Contractor Worksheets)
SUB CONTRACTOR - Labor + Materials + Equipment

Provide Subcontractor Worksheets for each subcontractor		TOTALS
S1		\$ -
S2		\$ -
S3		\$ -
S4		\$ -
S5		\$ -
S6		\$ -
S7		\$ -
S8		\$ -
S9		\$ -
S10		\$ -
S11		\$ -
S12	SUB-CONTRACTOR SUB TOTAL FOR LABOR + MATERIAL + EQUIPMENT	\$ -
S13	TOTAL OF SUB-CONTRACTOR O&P + TAX + PERMIT + BOND (SC Worksheets Line 21)	\$ -
S14	TOTAL FOR SUB-CONTRACTORS (SC Worksheets Line 22)	\$ -

CONTRACTOR NON-UNIT PRICE WORK ITEMS (Refer to Contractor Worksheets)

	LABOR	MATERIAL	EQUIPMENT	TOTALS
MC1	\$ -	\$ -	\$ -	\$ -
MC2	\$ -	\$ -	\$ -	\$ -
MC3	\$ -	\$ -	\$ -	\$ -
MC4	\$ -	\$ -	\$ -	\$ -
MC5	\$ -	\$ -	\$ -	\$ -
MC6	\$ -	\$ -	\$ -	\$ -
MC7	\$ -	\$ -	\$ -	\$ -
MC8	\$ -	\$ -	\$ -	\$ -
MC9	TOTAL (Lines MC1 through MC8)			\$ -
MC10	MC O&P @ ____% of Line MC9			\$ -
MC11	Sales Tax on Materials as of 01/01/21 @ 4.81%			\$ -
MC11a	MC On-Site Reimbursable Costs			\$ -
MC12	Permit Costs (At Cost)			\$ -
MC13	MC SUB TOTAL (Sum of Lines MC9 through MC12)			\$ -
MC14	Sub-Contractor Total (Line S14)			\$ -
MC15	MC Markup of Sub Contractors (____% of Line S12)			\$ -
MC16	Subtotal (Sum of Lines MC13, MC14, & MC15)			\$ -
MC17	Bond Costs (No greater than 2.5% of Line MC16)			\$ -
MC18	Total Proposal Request (Lines MC16 + MC17)			\$ -

CONTRACTOR'S TOTAL PROPOSED COST \$ -

TIME TO COMPLETE THE WORK IN THIS PROPOSAL REQUEST _____ CALENDAR DAYS

CONTRACTOR'S SIGNATURE _____ DATE _____

ON-SITE REIMBURSABLE WORKSHEET FOR PROPOSAL REQUEST

SIDEWALK PROGRAM INTEGRATED CONSTRUCTION SERVICES

INFRASTRUCTURE PROJECT MANAGEMENT
DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE | CITY & COUNTY OF DENVER | 201 W. COLFAX AVE. DENVER, CO 80202

CONTRACTOR NAME:

0

PROPOSAL NO.:

0

PROJECT NAME:

0

DATE:

1/0/1900

CONTRACTOR NAME : _____

		LABOR	MATERIAL	EQUIP.	TOTALS
1		\$ -	\$ -	\$ -	\$ -
2		\$ -	\$ -	\$ -	\$ -
3		\$ -	\$ -	\$ -	\$ -
4		\$ -	\$ -	\$ -	\$ -
5		\$ -	\$ -	\$ -	\$ -
6		\$ -	\$ -	\$ -	\$ -
7		\$ -	\$ -	\$ -	\$ -
8		\$ -	\$ -	\$ -	\$ -
9		\$ -	\$ -	\$ -	\$ -
10		\$ -	\$ -	\$ -	\$ -
11		\$ -	\$ -	\$ -	\$ -
12		\$ -	\$ -	\$ -	\$ -
13		\$ -	\$ -	\$ -	\$ -
14		\$ -	\$ -	\$ -	\$ -
15	SUB TOTAL (Lines 1 through 14)	\$ -	\$ -	\$ -	\$ -

TOTAL ON-SITE REIMBURSABLE COSTS \$ -

CONTRACTOR SELF PERFORM WORKSHEET FOR PROPOSAL REQUEST

SIDEWALK PROGRAM INTEGRATED CONSTRUCTION SERVICES

INFRASTRUCTURE PROJECT MANAGEMENT
DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE | CITY & COUNTY OF DENVER | 201 W. COLFAX AVE. DENVER, CO 80202

CONTRACTOR NAME:

0

PROPOSAL NO.:

0

PROJECT NAME:

0

DATE:

1/0/1900

CONTRACTOR NAME :

		LABOR	MATERIAL	EQUIP.	TOTALS
1		\$ -	\$ -	\$ -	\$ -
2		\$ -	\$ -	\$ -	\$ -
3		\$ -	\$ -	\$ -	\$ -
4		\$ -	\$ -	\$ -	\$ -
5		\$ -	\$ -	\$ -	\$ -
6		\$ -	\$ -	\$ -	\$ -
7		\$ -	\$ -	\$ -	\$ -
8		\$ -	\$ -	\$ -	\$ -
9		\$ -	\$ -	\$ -	\$ -
10		\$ -	\$ -	\$ -	\$ -
11		\$ -	\$ -	\$ -	\$ -
12		\$ -	\$ -	\$ -	\$ -
13		\$ -	\$ -	\$ -	\$ -
14		\$ -	\$ -	\$ -	\$ -
15	SUB TOTAL (Lines 1 through 14)	\$ -	\$ -	\$ -	\$ -

TOTAL CONTRACTOR COSTS \$ -

SUB-CONTRACTOR WORKSHEET FOR PROPOSAL REQUEST

SIDEWALK PROGRAM INTEGRATED CONSTRUCTION SERVICES

INFRASTRUCTURE PROJECT MANAGEMENT
DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE | CITY & COUNTY OF DENVER | 201 W. COLFAX AVE. DENVER, CO 80202

CONTRACTOR NAME:

0

PROPOSAL NO.:

0

PROJECT NAME:

0

DATE:

1/0/1900

SUB-CONTRACTOR NAME :

		LABOR	MATERIAL	EQUIPMENT	TOTALS
1		\$ -	\$ -	\$ -	\$ -
2		\$ -	\$ -	\$ -	\$ -
3		\$ -	\$ -	\$ -	\$ -
4		\$ -	\$ -	\$ -	\$ -
5		\$ -	\$ -	\$ -	\$ -
6		\$ -	\$ -	\$ -	\$ -
7		\$ -	\$ -	\$ -	\$ -
8		\$ -	\$ -	\$ -	\$ -
9		\$ -	\$ -	\$ -	\$ -
10		\$ -	\$ -	\$ -	\$ -
12		\$ -	\$ -	\$ -	\$ -
13		\$ -	\$ -	\$ -	\$ -
14		\$ -	\$ -	\$ -	\$ -
15	SUB TOTAL (Lines 1 through 14)	\$ -	\$ -	\$ -	\$ -
16	Overhead & Profit @ ____% of line 15				\$ -
17	Sales Tax on Materials as of 01/01/21 @ 4.81%		\$ -		\$ -
18	Permit Costs (At Cost)				\$ -
19	SUB TOTAL (Lines 15+16+17+18)				\$ -
20	Bond Cost (Only if applicable and no greater than 1.5% of Line 19)				\$ -
21	SUB TOTAL O&P, TAX, PERMIT, AND BOND (Sum of Lines 16, 17, 18, & 20)		\$ -		
22	TOTAL SUB-CONTRACTOR COSTS (Line 19 + 20)				\$ -

TOTAL SUB-CONTRACTOR COSTS \$ -

Exhibit H

[Intentionally Omitted]

Exhibit I

Task/Work Order Form(s)



On-Call Professional Services Task Order

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

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

ADD BRIEF SCOPE HERE

<p><u>TASK ORDER 0 SUMMARY</u> This Task Order (Do Not Exceed): Task Order Duration: Calendar Days from NTP Scope Includes M/W/S/D/EBE Participation: No</p> <hr/> <p><u>MASTER ON-CALL CATEGORY SUMMARY</u></p> <p>TASK ORDER TYPE: _____ TASK ORDER CATEGORY (if applicable): N/A</p> <p>On-Call Contract Expiration Date: M/W/S/D/EBE On-Call Participation Commitment:</p> <table style="width: 100%;"> <tr> <td>Total of All Task Orders Issued:</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total Task Additions/Deductions (all changes):</td> <td></td> </tr> <tr> <td>This Task Order:</td> <td style="text-align: right;"><u>0</u></td> </tr> <tr> <td>Total of All Task Orders & Changes Issued:</td> <td style="text-align: right;">\$ 0.00</td> </tr> </table> <p>Maximum On-Call Category Capacity: \$0.00 Remaining On-Call Category Capacity: \$ 0.00</p> <hr/> <p><i>(for category-based contracts)</i></p> <p>Maximum On-Call Contract Capacity: \$ Remaining On-Call Contract Capacity: \$</p>	Total of All Task Orders Issued:	\$0.00	Total Task Additions/Deductions (all changes):		This Task Order:	<u>0</u>	Total of All Task Orders & Changes Issued:	\$ 0.00	<table style="width: 100%; border-top: 1px solid black; border-bottom: 1px solid black;"> <tr> <td style="width: 80%;">Approved by Deputy City Engineer</td> <td style="width: 20%; text-align: right;">Date</td> </tr> </table> <table style="width: 100%; border-top: 1px solid black; border-bottom: 1px solid black;"> <tr> <td style="width: 80%;">Approved by Director (PDA)</td> <td style="width: 20%; text-align: right;">Date</td> </tr> </table> <table style="width: 100%; border-top: 1px solid black; border-bottom: 1px solid black;"> <tr> <td style="width: 80%;">Approved by Using Agency(s) – If Applicable</td> <td style="width: 20%; text-align: right;">Date</td> </tr> </table> <table style="width: 100%; border-top: 1px solid black; border-bottom: 1px solid black;"> <tr> <td style="width: 80%;">Approved by Group Manager</td> <td style="width: 20%; text-align: right;">Date</td> </tr> </table> <table style="width: 100%; border-top: 1px solid black; border-bottom: 1px solid black;"> <tr> <td style="width: 80%;">Approved by Project Manager</td> <td style="width: 20%; text-align: right;">Date</td> </tr> </table> <table style="width: 100%; border-top: 1px solid black; border-bottom: 1px solid black;"> <tr> <td style="width: 80%;">Approved by On-Call Manager</td> <td style="width: 20%; text-align: right;">Date</td> </tr> </table>	Approved by Deputy City Engineer	Date	Approved by Director (PDA)	Date	Approved by Using Agency(s) – If Applicable	Date	Approved by Group Manager	Date	Approved by Project Manager	Date	Approved by On-Call Manager	Date
Total of All Task Orders Issued:	\$0.00																				
Total Task Additions/Deductions (all changes):																					
This Task Order:	<u>0</u>																				
Total of All Task Orders & Changes Issued:	\$ 0.00																				
Approved by Deputy City Engineer	Date																				
Approved by Director (PDA)	Date																				
Approved by Using Agency(s) – If Applicable	Date																				
Approved by Group Manager	Date																				
Approved by Project Manager	Date																				
Approved by On-Call Manager	Date																				

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

Distribution: dsbo@denvergov.org, project manager name, contract manager name



On-Call Construction Services Work Order

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

It is mutually agreed that when this work order has been signed by the contracting and approving parties, the following described work shall be executed by the Contractor without changing the terms of the Master On-Call Contract. The Contractor agrees to furnish all materials and labor and perform all work required to complete the work order scope, as described in the Construction On-Call Proposal Request dated [Click or tap to enter a date.](#), including associated drawings and specifications dated [Click or tap to enter a date.](#), and any subsequent addenda as described in accordance with the attached Contractor's proposal and as described in the summary below in accordance with the requirements for similar work covered by the Contract:

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

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

<p><u>WORK ORDER 0 SUMMARY</u> Total Work Order Amount (Do Not Exceed): Work Order Duration: Calendar Days from NTP Scope Includes M/W/S/D/EBE Participation: Yes (M/WBE) Liquidated Damages \$ /Day</p> <hr/> <p><u>MASTER ON-CALL CONTRACT SUMMARY</u> On-Call Contract Expiration Date: M/W/S/D/EBE On-Call Participation Commitment: % (Goal Type)</p> <p>Total of All Work Orders Issued: Total Work Additions/Deductions (all changes): This Work Order: \$ 0.00 Total of All Work Orders & Changes Issued: \$ 0.00</p> <p>Maximum On-Call Contract Capacity: Remaining On-Call Contract Capacity: \$ 0.00</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Approved by Deputy City Engineer</td> <td style="padding: 5px; text-align: right;">Date</td> </tr> <tr> <td style="padding: 5px;">Approved by City Attorney – If Applicable</td> <td style="padding: 5px; text-align: right;">Date</td> </tr> <tr> <td style="padding: 5px;">Approved by Director (PDA)</td> <td style="padding: 5px; text-align: right;">Date</td> </tr> <tr> <td style="padding: 5px;">Approved by Using Agency(s) – If Applicable</td> <td style="padding: 5px; text-align: right;">Date</td> </tr> <tr> <td style="padding: 5px;">Approved by Group Manager</td> <td style="padding: 5px; text-align: right;">Date</td> </tr> <tr> <td style="padding: 5px;">Approved by Project Manager</td> <td style="padding: 5px; text-align: right;">Date</td> </tr> <tr> <td style="padding: 5px;">Approved by On-Call Contract Manager</td> <td style="padding: 5px; text-align: right;">Date</td> </tr> </table>	Approved by Deputy City Engineer	Date	Approved by City Attorney – If Applicable	Date	Approved by Director (PDA)	Date	Approved by Using Agency(s) – If Applicable	Date	Approved by Group Manager	Date	Approved by Project Manager	Date	Approved by On-Call Contract Manager	Date
Approved by Deputy City Engineer	Date														
Approved by City Attorney – If Applicable	Date														
Approved by Director (PDA)	Date														
Approved by Using Agency(s) – If Applicable	Date														
Approved by Group Manager	Date														
Approved by Project Manager	Date														
Approved by On-Call Contract Manager	Date														

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

Distribution: prevailingwage@denvergov.org, dsbo@denvergov.org, PROJECT MGR EMAIL, ON-CALL CONTRACT MGR EMAIL ADDL DISTRIBUTION

In the event the Contractor's proposal includes terms and conditions and/or assumptions and exclusions that contradicts, or are in conflict with, the Master On-Call Agreement, such terms and conditions and/or assumptions and exclusions within the Contractor's proposal shall be void and the Master On-Call Agreement shall prevail.

Exhibit J

Performance and Payment Bond

Bond No. SU1206347

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

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned **MILENDER WHITE CONSTRUCTION CO. 12655 W 54th Dr. Arvada, CO 80002**, a corporation organized and existing under and by virtue of the laws of the State of CO, hereafter referred to as the "Contractor", and Arch Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of Missouri, and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", in the penal sum of **Fifty Thousand Dollars and No Cents (\$50,000.00)**, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has entered into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete the construction of **Contract No. 202579671 – Sidewalk Program Integrated Construction Services**, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

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

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

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

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

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 21st day of MAY, 2025.

Attest:

Secretary

Milender White Construction Co.

Contractor

By:

President

Arch Insurance Company

Surety

By:

Attorney-In-Fact Mona D. Weaver

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

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Angela M. Tindol, Anuj Jain, Jessica Jean Rini, Kathryn E. Kade, Mona D. Weaver and Sheila J. Montoya of Greenwood Village, CO (EACH)

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 3rd day of December, 2024.

Attested and Certified

Regan A. Shulman

Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

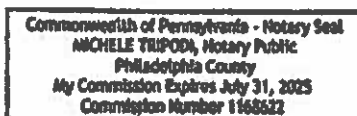


Arch Insurance Company

Stephen C. Ruschak

Stephen C. Ruschak, Executive Vice President

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated December 3, 2024** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said **Stephen C. Ruschak**, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this ____ day of _____, 20____.

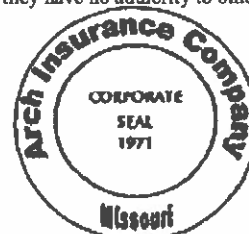
Regan A. Shulman

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance Company Claims Department
Surety Claims
P.O. Box 542033
Omaha, NE 68154
suretyclaims@archinsurance.com



**To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.**



May 19, 2025

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

RE: MILENDER WHITE CONSTRUCTION CO.

Contract No: 202579671
Project Name: Sidewalk Program Integrated Construction Services
Contract Amount: \$50,000.00
Performance and Payment Bond No.: SU1206347

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through insurance company, on, May 19th, 2025.

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

If you should have any additional questions or concerns, please don't hesitate to give me a call at 303-918-9792 and/or email mona.weaver@alliant.com.

Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Mona D. Weaver". The signature is fluid and cursive, with the first name "Mona" and last name "Weaver" clearly legible.

Mona D. Weaver
Account Manager - Lead

Exhibit K
Bond Rider



DENVER
THE MILE HIGH CITY

Exhibit K

CONSTRUCTION BOND CHANGE RIDER

Work Order No. _____

Contract No. _____

TO BE ATTACHED TO AND FORM PART OF

PERFORMANCE AND PAYMENT

(TYPE OF BOND)

NO: _____

IN FAVOR OF: _____ CITY AND COUNTY OF DENVER

(OBLIGEE)

ON BEHALF OF: _____

(PRINCIPAL)

EFFECTIVE: _____

(ORIGINAL EFFECTIVE DATE)

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider,

The Surety, _____, hereby gives is consent to:

- | | |
|--|--|
| <input type="checkbox"/> INCREASE BOND PENALTY | <input type="checkbox"/> CHANGE THE NAME OF PRINCIPAL |
| <input type="checkbox"/> DECREASE BOND PENALTY | <input type="checkbox"/> CHANGE THE ADDRESS OF THE PRINCIPAL |
| <input type="checkbox"/> CHANGE THE EFFECTIVE DATE | <input type="checkbox"/> CHANGE THE EXPIRATION DATE |
| <input type="checkbox"/> OTHER: _____ | |

of the attached bond as described herein:

		NO.	AMOUNT (\$)
R1	WORK ORDERS / CHANGES ASSIGNED TO DATE		
R2	WORK ORDERS / CHANGES COMPLETED TO DATE **		
R3	PREVIOUS CURRENT WORK ORDER TOTAL (R1 – R2)		
R4	AMOUNT OF THIS WORK ORDER		
R5	NEW CURRENT WORK ORDER TOTAL (R3 + R4)		

PROVIDED, however, that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified, and that the liability of the Surety under the attached bond as changed by this rider shall not be cumulative. ** Note that in order for work orders to be considered “completed” and therefore removed from the “current” work order total, the City must have issued a Letter of Final Acceptance for each completed work order.

SIGNED AND SEALED THIS _____ DAY OF _____ 20__.

INSURANCE COMPANY

By: _____

(witness)

(Attorney-in-Fact) (Seal)

ACCEPTED BY OBLIGEE

By: _____

(witness)

Exhibit L
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2024

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

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

PRODUCER Alliant Insurance Services, Inc. 6400 S. Fiddlers Green Circle, Ste 2000 Greenwood Village CO 80111	CONTACT NAME: Natalie Rodriguez PHONE (A/C, No, Ext): 720-617-4825 FAX (A/C, No): E-MAIL ADDRESS: Natalie.Rodriguez@alliant.com														
INSURED Milender White Construction Co. 12655 W. 54th Drive Arvada, CO 80002	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER B : National Union Fire Insurance</td> <td>19445</td> </tr> <tr> <td>INSURER C : Starr Indemnity & Liability Co</td> <td>38318</td> </tr> <tr> <td>INSURER D : Berkley Assurance Company</td> <td>39462</td> </tr> <tr> <td>INSURER E : AIG Specialty Insurance Compan</td> <td>26883</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Insurance Company	35289	INSURER B : National Union Fire Insurance	19445	INSURER C : Starr Indemnity & Liability Co	38318	INSURER D : Berkley Assurance Company	39462	INSURER E : AIG Specialty Insurance Compan	26883	INSURER F :	
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INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 1675830060**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GL 350-67-64	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	454-48-66	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$10,000	Y	Y	CUE 7034071177 1000589034241	7/1/2024 7/1/2024	7/1/2025 7/1/2025	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WC 025-89-3818 WC 025-89-3819	9/1/2024 9/1/2024	9/1/2025 9/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
D E	Professional Liab. Pollution Liab.			PCAB-5024771-0524 CPL 1957797	5/1/2024 5/1/2024	7/1/2025 7/1/2025	PER CLAIM/AGG \$10,000,000 PER CLAIM/AGG \$25,000,000

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

Insurer: XL Specialty Insurance Company; Property Coverage; Policy Number: UM00090428MA24A; Effective Date: 09/01/2024; Expiration Date: 09/01/2025; Limit: Building Property: \$2,257,800; Business Personal Property: \$6,055,500; Leased/Rented Equipment: \$ 2,000,000 / \$ 850,000 Per Item.

RE: CONTRACT NO. 202367924-00, 2023 On-Call Vertical Construction (Large) Services.

City and County of Denver, its elected and appointed officials, employees and volunteers are named as Additional Insureds with respect to General Liability, Auto Liability, Pollution Liability and Umbrella/Excess Liability if required by written contract. General Liability is primary and any other insurance maintained by See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver
 201 West Colfax Ave
 Denver CO 80202

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 M

Task and Work Order Notice to Proceed Form(s)



**ON-CALL PROFESSIONAL SERVICES
TASK ORDER NOTICE TO PROCEED**

Click or tap to enter a date.

Click or tap here to enter text.

Attn: Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

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

Dear Click or tap here to enter text.

In accordance with the terms and conditions of your On-Call Contract with the City and County of Denver, you are hereby authorized and directed to proceed with the work described in the Task Order referenced above on: Click or tap to enter a date..

The established period of performance for this Task Order is: Click or tap here to enter text. consecutive calendar days; therefore, all work including Final Completion must be completed on or before: Click or tap to enter a date..

The not to exceed amount for this task order, including all costs, fees, and expenses is: \$Click or tap here to enter text.

The Project Manager for this task order is: Click or tap here to enter text.

Please contact the Project Manager with any questions regarding the above referenced Task Order. When invoicing for the provided services, all numbers referenced above must be shown on the invoice. Please send your invoices electronically to the attention of the Project Manager. The invoice will then be checked for completeness and processing in accordance with City Policies.

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

Sincerely,

Deputy City Engineer

Distribution: DSBO, Prevailing Wage, DOTI Contracts,

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



**ON-CALL CONSTRUCTION
WORK ORDER NOTICE TO PROCEED**

Click or tap to enter a date.

Click or tap here to enter text.

Attn: Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

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

Dear Click or tap here to enter text.

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

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

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

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

Sincerely,

Deputy City Engineer

Distribution: DSBO, Prevailing Wage, DOTI Contracts,

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

Group Manager _____ Division Director _____

Exhibit N

Task and Work Order Change Form(s)



On-Call Professional Services Task Order Change Request

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

It is mutually agreed that when this task order change has been signed by the approving parties, the following described changes shall be executed by the Consultant/Vendor without changing the terms of the Master On-Call Contract. The Consultant/Vendor agrees to furnish all materials and labor and perform all work required to complete the task order change, as described below and within the attached signed proposal change, in accordance with the requirements for similar work covered by the Contract:

Add Scope

<p><u>TASK ORDER 0, CHANGE REQUEST 0 SUMMARY</u></p> <p>Original Task Order: \$0.00</p> <p>Original Task Order Duration: Calendar Days</p> <p>Original Task Order Completion Date:</p> <p>Scope Includes M/W/S/D/EBE Participation: No</p> <p>Previous Task Order Additions/Deductions: \$0.00</p> <p>This Task Order Change (+/-):</p> <p>New Task Order Total (Do Not Exceed): \$ 0.00</p> <p>Adjust the Task Order Completion By: Calendar Days</p> <p>New Task Order Completion Date:</p> <p>TASK ORDER CATEGORY (if applicable):</p> <p>Category Task Order Amount:</p> <p>Remaining Category Task Order Amount:</p> <p>MWBE On-Call Participation Commitment:</p> <hr/> <p><u>MASTER ON-CALL CONTRACT SUMMARY</u></p> <p>On-Call Contract Expiration Date:</p> <p>M/W/S/D/EBE On-Call Participation Commitment: 0</p> <p>Total of All Task Orders Issued:</p> <p>Total Task Additions/Deductions (All Changes):</p> <p>This Task Order Change: \$ 0.00</p> <p>Total of All Task Orders and Changes Issued: \$ 0.00</p> <p>Maximum On-Call Contract Capacity:</p> <p>Remaining On-Call Contract Capacity: \$ 0.00</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="height: 60px; vertical-align: bottom;">Approved by Deputy City Engineer</td> <td style="width: 10%; vertical-align: bottom;">Date</td> </tr> <tr> <td style="height: 60px; vertical-align: bottom;">Approved by Director (PDA)</td> <td style="width: 10%; vertical-align: bottom;">Date</td> </tr> <tr> <td style="height: 60px; vertical-align: bottom;">Approved by Using Agency(s) – If Applicable</td> <td style="width: 10%; vertical-align: bottom;">Date</td> </tr> <tr> <td style="height: 60px; vertical-align: bottom;">Approved by Group Manager</td> <td style="width: 10%; vertical-align: bottom;">Date</td> </tr> <tr> <td style="height: 60px; vertical-align: bottom;">Approved by Project Manager</td> <td style="width: 10%; vertical-align: bottom;">Date</td> </tr> <tr> <td style="height: 60px; vertical-align: bottom;">Approved by On-Call Manager</td> <td style="width: 10%; vertical-align: bottom;">Date</td> </tr> </table>	Approved by Deputy City Engineer	Date	Approved by Director (PDA)	Date	Approved by Using Agency(s) – If Applicable	Date	Approved by Group Manager	Date	Approved by Project Manager	Date	Approved by On-Call Manager	Date
Approved by Deputy City Engineer	Date												
Approved by Director (PDA)	Date												
Approved by Using Agency(s) – If Applicable	Date												
Approved by Group Manager	Date												
Approved by Project Manager	Date												
Approved by On-Call Manager	Date												

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

Distribution: dsbo@denvergov.org, project manager name@denvergov.org, on-call contract manager name@denvergov.org

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

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

<u>WORK ORDER 0, CHANGE REQUEST 0 SUMMARY</u>	
Original Work Order:	
Original Work Order Duration:	Calendar Days
Original Work Order Completion Date:	
Scope Includes M/W/S/D/EBE Participation: Yes (M/WBE)	
Previous Work Order Additions/Deductions:	
This Work Order Change (+/-): _____	
New Work Order Total (Do Not Exceed):	\$ 0.00
Adjust the Work Order Completion By: _____	
Calendar Days	
New Work Order Completion Date:	
<u>MASTER ON-CALL CONTRACT SUMMARY</u>	
On-Call Contract Expiration Date:	
M/W/S/D/EBE On-Call Participation Commitment:	
Total of All Work Orders Issued:	
Total Work Additions/Deductions (All Changes):	
This Work Order Change:	\$ 0.00
Total of All Work Orders and Changes Issued:	\$ 0.00
Maximum On-Call Contract Capacity:	
Remaining On-Call Contract Capacity:	\$ 0.00

Approved by Deputy City Engineer	Date
Approved by Director (PDA)	Date
Approved by Using Agency(s) – If Applicable	Date
Approved by Group Manager	Date
Approved by Project Manager	Date
Approved by On-Call Contract Manager	Date

Distribution: prevailingwage@denvergov.org, dsbo@denvergov.org, PROJECT MGR EMAIL, ON-CALL CONTRACT MGR EMAIL ADDL DISTRIBUTION

Exhibit O

Work Order Substantial Completion Notice Form



**ON-CALL CONSTRUCTION WORK ORDER
CERTIFICATE OF SUBSTANTIAL COMPLETION**

Click or tap to enter a date.

Attn: Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

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

Dear Click or tap here to enter text.

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

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

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

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

Sincerely,

Deputy City Engineer

Contractor

Click or tap here to enter text.

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

Prepared by: Project Manager _____

Reviewed by: Supervisor _____ Group Manager _____ Division Director _____

Exhibit P

Work Order Final Acceptance Notice Form



**ON-CALL CONSTRUCTION
WORK ORDER LETTER OF FINAL ACCEPTANCE**

Click or tap to enter a date.

Click or tap here to enter text.

Attn: Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

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

Dear Click or tap here to enter text.

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

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

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

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

Sincerely,

Deputy City Engineer

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

Prepared by: Project Manager _____

Reviewed by: Supervisor _____ Group Manager _____ Division Director _____

Exhibit Q

Certificate of Contract Release



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

Current Date
Name
Street Address
City, State, Zip

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

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

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

Contractor's Signature

Date Signed

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

Sincerely,

Contract Administration

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

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

Exhibit R

Final/Partial Release and Certificate of Payment Form

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

(PROJECT NO. and NAME)

Date: _____, 20____.

(NAME OF OWNER)

Contract #: _____.

(NAME OF PRIME CONTRACTOR)

Contract Value: \$ _____.

Current Progress Payment: \$ _____.

Date: _____.

Total Paid to Date: \$ _____.

Date of Last Work: _____.

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

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

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

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

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

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

(Name of Contractor)

By: _____

Title: _____

Exhibit S

Contractor's Certification of Payment Form

City and County of Denver

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

Prime Contractor or Consultant:						Phone:		Project Manager:	
Pay Application #:						Pay Period:		Amount Requested:	
Contract #:						Project Name:			
Current Completion Date:						Prepared By:			
Original Contract Amount:								Current Contract Amount:	
	M/W/S/ DBE/ NON	A	B	C	D	E	F		
Prime/Subcontractor/Supplier Name	Contracted to:	City of Denver	Original Contract Amount	Current Contract Amount including Amendments	Requested Amount of this Pay Application	Amount Paid on the Previous Pay Application #	Net Paid To Date	Paid % Achieved (G/I)	
General Contractor	n/a								
Self Performed	n/a								
Subcontracted									
Sub1 - 1st Tier	General Contractor								
Sub2 - 1st Tier	General Contractor								
Self Performed	n/a								
Sub 1 - 2nd Tier	Sub 2 - 1st Tier								
Sub 3 - 1st Tier	General Contractor								
Self Performed	n/a								
Sub 2 - 2nd Tier	Sub 3 - 1st Tier								
Self Performed	n/a								
Sub 1 - 3rd Tier	Sub 2 - 2nd Tier								
Totals		\$	- \$	- \$	- \$	- \$	- \$	0%	
The undersigned certifies that the information contained in this document is true, accurate and that the payments shown have been made to all subcontractors and suppliers used on this project and listed herein. Please use an additional form, if more space is necessary.									
Prepared By (Signature):							Date:		



DENVER
OFFICE OF ECONOMIC
DEVELOPMENT

Instructions for Completing the Contractor/Consultant Certification of Payment Form

Office of Economic Development
Division of Small Business Opportunity
Compliance Unit
201 W. Colfax Ave., Dept. 907
Denver, CO 80202
Phone: 720-913-1999
Fax: 720-913-1803
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 work or task order.

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit T

Rules and Regulations Regarding Equal Opportunity

RULES AND REGULATIONS

REGARDING

EQUAL EMPLOYMENT OPPORTUNITY

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

RULE II - NOTICE OF HEARING

When results of conciliation efforts are unsatisfactory to the Manager and he is informed in accordance with Article III, Division 2 of Chapter 28 of the Revised Municipal code that a contractor or subcontractor has apparently failed to meet affirmative action and equal employment opportunity requirements after a reasonable period of notice to correct deficiencies, the Manager will, prior to imposition of any sanctions, afford the general contractor a hearing in order to determine whether the contractor or his subcontractors have failed to comply with the affirmative action and equal employment opportunity requirements of Article III, Division 2 of Chapter 28 of the Revised Municipal Code

or of the contract. Written notice of such hearing shall be delivered personally or sent by certified mail, return receipt requested, to the contractor and to any subcontractor involved, at least ten (10) days prior to the date scheduled for the hearing.

RULE III - *HEARING*

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

REGULATIONS

REGULATION NO. 1 - ORDINANCE:

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

REGULATION NO. 2 - EXEMPTIONS:

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

REGULATION NO. 3 - DIRECTOR OF CONTRACT COMPLIANCE:

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

REGULATION NO. 4 - GOALS AND TIMETABLES:

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

REGULATION NO. 5 - AWARD OF CONTRACTS:

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

REGULATION NO. 6 - PUBLICATION AND DUPLICATION:

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

REGULATION NO. 7 - NOTICE TO PROCEED:

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

REGULATION NO. 8 - CONTRACTS WITH SUBCONTRACTORS:

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

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

REGULATION NO. 9 - AGENCY REFERRALS:

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

REGULATION NO. 10 - CLAUSES:

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

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

All amendments to the appendices shall be included by reference.

REGULATION NO. 11 - SHOW CAUSE NOTICES:

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

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

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

of Denver, shall be inserted verbatim as bidding specifications for every non-exempt contract using City funds.

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

APPENDIX A

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

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

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

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

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

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

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

APPENDIX F

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

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

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/_____

Executive Director of Transportation and
Infrastructure
City and County of Denver

A. REQUIREMENTS - AN AFFIRMATIVE ACTION PLAN:

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

1. GOALS AND TIMETABLES:

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

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

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

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

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

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

2. SPECIFIC AFFIRMATIVE ACTION STEPS:

No contractor shall be found to be in noncompliance solely on account of its failure to meet its goals, but will be given an opportunity to demonstrate that the contractor has instituted all the specific affirmative action steps specified and has made every good faith effort to make these steps work toward the attainment of its goals within the timetables, all to the purpose of expanding minority and female utilization in its aggregate workforce. A contractor, who fails to comply with its obligation under the Equal Opportunity Clause of its contract and fails to achieve its commitments to the goals for minority and female utilization has the burden of proving that it has 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 Transportation and Infrastructure, 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 Transportation and Infrastructure 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 Transportation and Infrastructure 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 the Department of Transportation and Infrastructure, 201 W. Colfax, Dept. 608, Denver, Colorado 80202, and shall be forwarded through and with the endorsement of the Director.

Exhibit U
Prevailing Wage Rates



TIMOTHY M. O'BRIEN, CPA
AUDITOR

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

City and County of Denver

2025 Highway General Wage Decision

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

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

General Wage Decision No. CO 20250009

Superseded General Decision No. CO 20230009

Modification No. 0

Publication Date: 01/2/2025

(7 pages)

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

Attachments as listed above.

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

General Decision Number: CO20250009 01/02/2025

Superseded General Decision Number: CO20240009

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

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

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

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

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

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

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

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

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

Modification number	Publication date
0	01/03/2025

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

ELEC0068-016 03/01/2011

	RATES	FRINGES
TRAFFIC SIGNAL INTALLATION		
Zone 1	\$26.42	4.75%+8.68
Zone 2	\$29.42	4.75%+8.68

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

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

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

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

ENGI0009-008 05/01/2024	RATES	FRINGES
POWER EQUIPMENT OPERATOR		
(3)-HYDRAULIC BACKHOE (Wheel Mounted, under 3/4 Yds), Hydraulic Backhoe (Backhoe/Loader Combination), Drill Rig Caisson (Smaller than Watson 2500 and Similar), Loader (Up to and including 6 Cu. Yd.)	\$35.03	\$15.20
(3)-LOADER (Under 6 Cu. Yd.) Denver County	\$35.03	\$15.20
(3)-MOTOR GRADER (Blade-Rough) Douglas County	\$33.19	\$15.20
(4)-CRANE (50 Tons And Under), SCRAPER (Single Bowl, Under 40 Cu. Yd)	\$35.78	\$15.20
(4)-LOADER (Over 6 Cu. Yd) Denver County	\$35.20	\$15.20
(5)-DRILL RIG CAISSON (Watson 2500 Similar Or Larger), CRANE (51-90 Tons), SCRAPER (40 Cu. Yd and Over)	\$35.41	\$15.20
(5)-MOTOR GRADER (Blade-Finish) Douglas County	\$35.58	\$15.20
(6)-CRANE (91-140 Tons)	\$35.28	\$15.20

SUCO2011-004 09/15/2011	RATES	FRINGES
CARPENTER (excludes form work)	\$19.27	\$5.08

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

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

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

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

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

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

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

Office of the Prevailing Wage Administrator for Supplemental Rates

Specific to Denver projects: Revision Date 01-06-2025

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

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