

**CITY AND COUNTY OF DENVER
CONTRACT NO. 202055389**

ON-CALL CIVIL CONSTRUCTION SERVICES

CONTRACT

THIS CONTRACT AND AGREEMENT, made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the "City," party of the first part, and **GRAHAM CONTRACTING LTD.**, whose address is 13555 SE 36th Street, Suite 120, Bellevue, WA 98006, hereinafter referred to as the "Contractor," party of the second part,

WITNESSETH, Commencing on **April 21, 2020** and for at least three (3) days the City advertised a solicitation for qualifications from qualified general contractors to perform services for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the following:

On-Call Civil Construction Services
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WHEREAS, submittals pursuant to said advertisement have been reviewed, evaluated and ranked by a selection committee and a recommendation was made to the Executive Director of the Department of Transportation and Infrastructure, who has recommended that a Contract for said work be made and entered into with the above-named Contractor, and

WHEREAS, said Contractor is now willing, able and has the present capacity to perform all of said work in accordance with this Construction Contract, said advertisement and the referenced selection documents.

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

1. CONTRACT DOCUMENTS

It is agreed by the parties hereto that the following list of documents, instruments, technical specifications, plans, drawings and other materials which are attached hereto and bound herewith, incorporated herein by reference or otherwise referenced in these documents constitute and shall be referred to either as the "Contract Documents" or the "Contract," and all of said documents, instruments, technical specifications, Plans, Drawings and other materials taken together as a whole constitute the Contract between the parties hereto, and they are as fully a part of this agreement as if they were set out verbatim and in full herein:

- Utilization Plan (Attached as **Exhibit A**)*
- Equal Employment Opportunity Provisions (Attached as **Exhibit B**)*
- ACORD Certificate of Insurance (Attached as **Exhibit C**)*
- Prevailing Wage Rate Schedule(s) (Attached as **Exhibit D**)*
- General Contract Conditions (Index attached as **Exhibit E**)*
- Special Contract Conditions (Attached as **Exhibit F** (Contract Documents Attachment 4))*
- Performance and Payment Bond (Attached as **Exhibit G**)*
- Hourly Rates (Attached as **Exhibit H** - for reference purposes only)*

Requests for Proposals
Contractor Proposal
Article III, Divisions 1, 2, and 3 of Chapter 28, D.R.M.C.
Addenda (as applicable)
Contract Form
Notice to Apparent Successful Proposer
**Performance and Payment Bond*
**Performance and Payment Bond Surety Authorization*
**On-Call Construction Proposal Request*
**Proposal Request Pricing Worksheet*
**Sub-Contractor Worksheet for Proposal Requests*
**On-Call Construction Services Work Order*
**On-Call Work Order Notice to Proceed*
**On-Call Construction Services Work Order letter of final Acceptance*
**On-Call Construction Services Work Order Change request*
**Contractor's Certification of Payment form*
**Final/Partial Release and Certification of Payment (Sub-Contractor/Supplier)*
Federal Requirements (as applicable)
Technical Specifications (as applicable)
Work Order Contract Drawings (as applicable)
Work Order Scope of Work (as applicable)
Work Order Accepted Shop Drawings (as applicable)

*Forms attached to Special Conditions

2. SCOPE OF WORK

This Contract contemplates performance of construction services by the Contractor on a variety of, as yet to be identified, City construction Projects on an “as needed” or “on call” basis. Work on any assigned Project may require completion within a short time duration or may be of an emergency or time sensitive nature and prompt turnaround of Projects will be required. As such the Contractor shall have all necessary resources available, on an as-needed basis, to complete each such Project when directed by the City during the Term of the Contract, in accordance with the terms and conditions of this Contract. The Contractor agrees to price all Work described in any Proposal Pricing Request issued hereunder, in accordance with the prices for covered items and terms and conditions contained herein and further agrees to and shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to perform and complete all of the Work described in any Work Order issued by the City in accordance with the terms and conditions set forth herein.

3. TERMS OF PERFORMANCE

For any proposal Pricing Request submitted to the Contractor by the City for pricing, the Contractor agrees to review and, in good faith, submit comprehensive prices for each such Request within fourteen (14) consecutive calendar days of the issuance of such Request. In the event the City elects, at its sole discretion, to issue a Work Order pursuant to such a Request, the Contractor agrees to undertake the performance of all work described or referenced in the Pricing Request and Work Order and all other work necessary to complete the project in accordance with all plans and specifications within ten (10) consecutive calendar days of the issuance of a Notice to Proceed for the referenced Work Order. The Contractor agrees to satisfactorily perform and complete all Work or effort required to complete the scope of work or project described in each issued Work Order within the period of performance specified in the Work Order and Notice to Proceed, plus such extensions of time as may be granted by the Executive Director in accordance with the provision of the General Contract Conditions and Special Contract Conditions incorporated herein.

4. TERMS OF PAYMENT

The City agrees to pay the Contractor for the performance of all of the Work required under each authorized Work Order, in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions. In no event, however, shall the total amount of compensation paid to the Contractor by the City exceed the maximum contract amount specified herein.

5. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this contract, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

6. COMPLIANCE WITH M/WBE REQUIREMENT

This Construction Contract is subject to all applicable provisions of Divisions 1 and 3 of Article III, of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 – 29-36 and 28-52 – 28-90 D.R.M.C. and referred to in this Contract as the “M/WBE Ordinance”. In accordance with the requirements of the M/WBE Ordinance, the Contractor is committed to, at a minimum, meet the participation goal of **twenty-three percent (23%)** established for this Project utilizing properly certified M/WBE subcontractors and suppliers. In addition to the applicable provisions of the M/WBE Ordinance, the Contractor agrees, as an express condition of its performance hereunder, to comply with the requirements of any approved Division of Minority/Woman Owned Business Enterprise Compliance Plan (attached and incorporated herein as **Exhibit A**). Such plan shall, at a minimum, include a narrative regarding compliance with the goal; a list of committed M/WBE participants along with dollar and percent participation for each evidencing compliance with the overall goal, and fully executed letters of intent for each listed participant, all in a form satisfactory to the City. Without limiting the general applicability of the foregoing, the Contractor acknowledges its continuing duty, pursuant to Sections 28-72, 28-73 and 28-75 DRMC and the M/WBE Program, to meet and maintain throughout the duration of this Construction Contract its participation and compliance commitments and to ensure that all Subcontractors subject to the M/WBE Ordinance or the M/WBE Program also maintain such commitments and compliance. Failure to comply with these requirements may result, at the discretion of the Director of the Division of Small Business Opportunity (“DSBO”), in the imposition of sanctions against the Contractor in accordance with Section 28-77, DRMC. Nothing contained in this Paragraph or in the referenced City ordinance shall negate the City’s right to prior approval of Subcontractors, or substitutes therefore, under this Construction Contract.

7. WAGE RATE REQUIREMENTS

In performance of all Work hereunder, the Contractor agrees to comply with and be bound by all requirements and conditions of the City's Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. and any determinations made by the City pursuant thereto.

8. PAYMENT OF CITY MINIMUM WAGE

Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City’s Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City’s Minimum Wage Ordinance and that any failure by 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.

9. APPLICABILITY OF LAWS

The 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 by or in accordance with the laws of the State of Colorado and the Charter, 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 State of Colorado and Federal Laws, 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 and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference.

10. APPROPRIATION

Notwithstanding any other term, provision, or condition herein, all payment obligations under this Contract shall be limited to the funds duly and lawfully appropriated and encumbered, or otherwise made available by the Denver City Council and paid into the Treasury of the City. As of the date of this Contract, Zero Dollars (\$0,000.00) has been appropriated and encumbered for this Contract. The Contractor is hereby notified pursuant to Section 24-91-103.6(7)(a) of the Colorado Revised Statutes that the City intends to encumber funds on a Work Order by Work Order basis. Receipt of a fully executed Work Order is the written notice that funds have been appropriated and encumbered. The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Contractor to exceed the amount appropriated and encumbered for the Work to be performed in accordance with the Contract Documents is expressly prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable Work to be performed, which Work will cause the aggregate amount payable for such Work to exceed the amount appropriated and encumbered for the Work, unless and until such time as the Contractor has been advised in writing by the Project Manager that a lawful appropriation and encumbrance sufficient to cover the entire cost of such additional Work has been made. It shall be the responsibility of the Contractor to verify that the amounts already appropriated and encumbered for the Work are sufficient to cover the entire cost of such Work, and any Work undertaken or performed in excess of the amount appropriated and encumbered is undertaken or performed in violation of the terms of this Contract, without the proper authorization for such Work, and at the Contractor's own risk and sole expense.

11. APPROVALS

In the event this Contract calls for the payment by the City of five hundred thousand dollars (\$500,000.00) or more, approval by the City Council of the City and County of Denver, acting by ordinance, in accordance with Section 3.2.6 of the Charter of the City and County of Denver, is and shall be an express condition precedent to the lawful and binding execution and effect and performance of this contract.

12. ASSIGNMENT

The Contractor shall not assign any of its rights, benefits, obligations or duties under this Contract except upon the prior written consent and approval of the Executive Director to such assignment.

13. DISPUTES RESOLUTION PROCESS

It is the express intention of the parties to this Contract that all disputes of any nature whatsoever regarding the Contract including, but not limited to, any claims for compensation or damages arising out of breach or default under this Contract, shall be resolved by administrative hearing pursuant to the provisions of Section 56-106, D.R.M.C., or, as applicable, Section 28-33 D.R.M.C. for Minority and Woman Business Enterprise disputes. The Contractor expressly agrees that this

dispute resolution process is the only dispute resolution mechanism that will be recognized by the parties for any claims put forward by the Contractor, notwithstanding any other claimed theory of entitlement on the part of the Contractor or its subcontractors or suppliers.

14. CONTRACT BINDING

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

15. 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.

16. 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.

17. MAXIMUM CONTRACT AMOUNT

Each Project will be assigned and authorized separately by Work Order. The maximum amount to be paid by the City to the Contractor for satisfactory completion of all Work Orders authorized by the City and performed by the Contractor under this Contract shall in no event exceed the sum of **TWENTY FIVE MILLION DOLLARS AND NO CENTS (\$25,000,000.00)**, unless this Contract is modified to increase said amount by a duly authorized, written contract amendment mutually agreeable to and executed by the parties hereto.

18. TERM

The term of this agreement shall be from **October 1, 2020** through **October 2, 2023**. In no event, however, shall the Contractor's performance under this Agreement exceed a three (3) year period. In addition, nothing contained herein shall obligate the City to extend the Agreement beyond the initial term. If the term of any Work Order extends beyond the Term, this Agreement shall remain in full force and effect but only as to such Work Order, and only through the end of the Work Order's term, as may be extended by Change Order to such Work Order.

19. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS

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.

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Contract Control Number: DOTI-202055389-00
Contractor Name: Graham Contracting Ltd.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

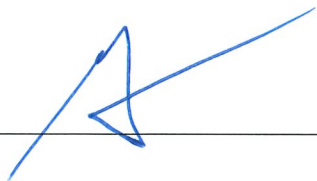
By:

By:

Contract Control Number:
Contractor Name:

DOTI-202055389-00
Graham Contracting Ltd.

By: _____



Name: Greg Ritke
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A
MWBE Utilization
Plan

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

**Graham Contracting LTD.
2020 Large General Civil Construction On-Call
202055389**

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

**Graham Contracting LTD.
2020 Large General Civil Construction On-Call
202055389**

SECTION 1: INTRODUCTION

- A. Graham Contracting LTD. (the “Contractor”) submits this Compliance Plan to the Director of the Division of Small Business Opportunity (“Director”), as required by the Manager of **Department of Transportation and Infrastructure**, in accordance with §§ 28-51 to 28-83, D.R.M.C., and the implementing rules adopted by the Director (“Rules”).
- B. Under the City’s Ordinance No. 760, Series of 2006 (the “M/WBE Ordinance”), codified at §§ 28-51 to 28-83, D.R.M.C., the M/WBE participation goal for this contract is 23%. The good faith solicitation level is 100%
- C. The Contractor is committed to compliance with the M/WBE Ordinance in its performance of the Contract. The Contractor will continually pursue a level of M/WBE participation that equals or exceeds 23% of the total construction price under the Contract.
- D. Because of the delivery method used for this Project, the work was not ready for subcontracting at the time when the Contractor was awarded the Contract. Therefore, this Compliance Plan provides for the M/WBE solicitation and subcontracting to be performed after contract formation. The process by which the Contractor will solicit, obtain, count and maintain participation by MBE and WBE firms for this Project under this Compliance Plan, will be same as the M/WBE Ordinance requires for “design-bid-build” construction contracts.
- E. This Compliance Plan describes how the Contractor will address the project goal at the point where the project work is sufficiently defined that the process of obtaining subcontractors and suppliers can begin, by committing to utilize MBE/WBEs for the Project work, using the good faith efforts as defined by the M/WBE Ordinance.
- F. The delivery method for this project under the Contract is TBD [design/build OR CM/GC].
- G. Phases will be determined in future work orders.

SECTION 2: KEY PERSONNEL

Matt Barnes, 720.775.7030, Matt.Barnes@grahamus.com has been assigned as the Local Executive for this contract. The Local Executive is responsible for the overall management for this contract.

John (Tony) Bruski, 720.454.5667, Tony.Bruski@grahamus.com has been assigned as the Operations Manager for this contract.

Rob Pratt, 720.645.1980, Rob.Pratt@grahamus.com has been assigned as the Project Manager for this Contract. The Project Manager is responsible for the overall management of the Contractor's performance of the Project.

Ricardo Garcia, 720.501.7871, Ricardo.Garcia@grahamus.com has been assigned as the Cost Estimator for this contract. The Cost Estimator is responsible for all certified subs and vendors forms for this contract.

Nate Piquard, 720.456.5435, Nate.Piquard@grahamus.com has been assigned as the Project Engineer for this contract.

Melonie Jackson, 720.610.7637, Melonie.Jackson@grahamus.com has been assigned as the Contract Administer for this contract. The Contract Administer is responsible for outreach and coordination activities and maintaining appropriate records to ensure that goals are met.

Kristan Lister, 720.682,6424, Kristan.Lister@grahamus.com has been assigned as the HSE Supervisor for this contract.

Vanessa Jernigan, 720.660.7557, Vanessa.Jernigan@grahamus.com has been assigned as the HR Advisor for this contract.

SECTION 3: STRUCTURING BID PACKAGES FOR M/WBE PARTICIPATION

- A. The Contractor has identified preliminarily the following separate packages of work to be subcontracted: ***TBD in future work orders.***

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

GOALS SCHEDULE CHART

		Total Contract Scope Value		Estimated Potential MWBE Participation	
Workscope	Tier	Total Contract \$	Total Contract %	\$ of Listed Scope	% of Constr Services
Aggregates/Embankment	1	\$600,000	10%	100,000	16%
Rebar – Furnish & Install	1				
Fencing	1				
Waterproof Membrane	1				
Concrete Flatwork	1				
Health & Safety Management	1				
Perm Signage – Roadway	1				
Perm Signage – Structures	1				
Metal Guardrail	1				
Asphalt Pavement	2				
Concrete Pavement	2				
Total – Potential MWBE Construction Services					

GOALS SCHEDULE CHART

AVAILABLE SUB-TRADE	APPROXIMATE DOLLAR AMOUNT	PERCENT-AGE OF TOTAL PROJECT	ASSIGNED MWBE GOAL PER SECTION	ANTICIPATED RESULTING MWBE PARTICIPATION
Earthwork/Site Demo				
Utilities				
Paving				
Landscape & Irrigation				
Concrete				
Masonry				
Metals				
Carpentry				
Thermal & Moisture				
Doors & Windows				
Finishes				
Specialties				
Mechanical				
Electrical				
SUBTOTAL				
Design				
Self-Performance				
TOTAL				

- B. These packages will be reviewed and refined as the work for the Contract is further defined and ready for the process of subcontracting. Specifically, prior to advertising any package of work for bids or proposals, the Contractor will review the work in detail, to determine the types of work that can be performed by M/WBE firms, with reference to the DSBO's database and directory of certified M/WBE firms, and will adjust its subcontracting packages to maximize opportunities for M/WBE participation in such subcontracting, within economically feasible packages.
- C. The Contractor has the following preliminary schedule for issuance of each bid package: ***TBD in future work orders.***
- D. *[Identify any specific issues or potential issues with the contract's scope of work and how the Contractor will address them – specialized work items, etc.] TBD in future work orders.*
- E. *[State whether the Contractor will prequalify any subcontractors. If prequalification will be used, identify all subcontracts for which the Contractor will prequalify subcontractors, and explain the prequalification process that will be used.] TBD in future work orders.*
- F. The Contractor may pursue different percentage goals for M/WBE participation in each separate package of work put out for bids, based on the types of work and availability of certified M/WBE firms. However, the Contractor is committed to the overall goal of 23% M/WBE participation in the total construction work amount.
- G. The Contractor may consider, to maximize M/WBE participation, subcontracting the following types of work which it might ordinarily including structural concrete, roadway grading, storm drain, removals, and MSE walls.

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

The Contractor will conduct the following outreach efforts:

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

participation. The Contractor will also provide notice of all such solicitations to relevant organizations such as, but not limited to, the Colorado Black Chamber of Commerce, Rocky Mountain Minority Supplier Development Council, Hispanic Contractors of Colorado, and the Colorado Women's Chamber of Commerce. Notices will be published or provided no less than 10 calendar days before bids are due on the work.

- D. Contractor will conduct at least one pre-bid meeting, as announced in published notices, which all interested subcontractors and suppliers may attend, at which the Contractor will present information and answer questions about the work.
- E. Contractor will conduct one on one meetings with interested subcontractors.
- F. Contractor will work with M/WBEs to align scope with capabilities. These scope descriptions will assist Contractor in creating solicitations that create viable opportunities for participation that align with NAICS codes. This alignment ensures M/WBEs are identified and have an opportunity to participate in areas that match their strengths and the evolving needs of the work orders. To ensure the solicitation process is fair and equitable for all potential bidders (including M/WBEs), we will conduct the following:
- Utilize most recent and updated CCD Certified M/WBE Vendors/Contractors directory for solicitation process
 - Scope Definition: Each bid package/scope of work will be reviewed to determine M/WBE participation to match or exceed the 23% goal.
 - Right-Size/Unbundled Bid Packages: to increase M/WBEs ability to competitively bid, we will break down bid packages into more economically feasible components. We will also encourage non-M/WBE firms to fulfill their inclusion commitment by utilizing M/WBEs in lower tiers.
 - Contractor will invite M/WBE firms seeing certifications to participate in one-on-one sessions about bidding opportunities within the job.
 - M/WBEs invites will provide main point of contact, link to documents and plans including bid schedule, subcontract agreement, milestones, and key specifications requirements.
 - Contractor will discuss execution with M/WBE subcontractors to clarify work, scope, and schedule.
 - Contractor will perform M/WBE Subcontractor selection based on safety record/good standards, price analysis, capability past performance, available resources, and risk evaluation.
- G. The Contractor will send to each bidder/proposer, a Notice of Selection for each subcontract for which it solicited M/WBE participation, no later than 30 days after it has entered into the subcontract, so that unsuccessful bidders/proposers are aware of the result of the bid/proposal process.

SECTION 5: M/WBE PARTICIPATION; MAINTAINING COMMITMENTS

- A. When issuing each work package for bid under the Contract, the Contractor will make a good faith effort to meet or exceed the goal percentage of M/WBE participation which it has identified for that package. The minimum level of these efforts is specified in § 28-62(b), D.R.M.C. and Rule VII(B). They may include, but will not be limited to, the outreach activities identified in Section 4 above.
- B. When requested by DSBO, the Contractor will submit bid packages to DSBO for review and comment. When requested by DSBO, the Contractor will submit bid tabulation sheets to DSBO for review.
- C. The Contractor will report to DSBO the total M/WBE participation obtained for each bid package. No later than 5 days after issuing Notice to Proceed for such work, the Contractor will submit to DSBO, for each M/WBE subcontractor or supplier with whom it contracts, a Letter of Intent and other documentation, in accordance with Section _ below.
- D. The Contractor will document its efforts to obtain M/WBE participation for each work package and submit such documentation to DSBO upon request by DSBO at any time. The Contractor acknowledges that it may meet or exceed a percentage goal for M/WBE participation on one or more work packages but fall short of meeting the participation goal for the total construction contract amount. Therefore the Contractor must be able to demonstrate its good faith effort, consistent with § 28-62(b), D.R.M.C., to obtain M/WBE participation for each bid package under the contract, except for bid packages which are subject to a “modified good faith effort” under § 28-75(c), D.R.M.C., in which case the Contractor must be able to demonstrate its compliance with the requirements of § 28-75(c), D.R.M.C. Sections 28-62(b) and 28-75(c), D.R.M.C., are attached to this Compliance Plan as Attachment 1, for convenient reference.
- E. The M/WBE participation percentage will be calculated by dividing the total value of the M/WBE participation by the total contract amount for the project, including all change orders. The Contractor will count M/WBE participation according to the M/WBE Ordinance, including § 28-63, D.R.M.C., and Rule VII(C).
- F. As required by D.R.M.C. § 28-73, the Contractor shall immediately inform the DSBO in writing of any agreed-upon increase or decrease in the scope of work of the Contract, regardless of whether it has been reduced to writing at the time of notification. Any increase in the scope of work which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MBE or WBE under any subcontract, shall be contemporaneously submitted to the DSBO. Those changes to the scope of work that cannot be performed by existing project participants (the Contractor, subcontractors, suppliers, etc.) shall be subject to a goal for MBEs and WBEs equal to the original committed goal. The Contractor shall satisfy the goal for the changed scope of work by soliciting new MBEs or WBEs in accordance with § 28-60, D.R.M.C, and it must show each element of modified good faith that is stated in § 28-

75(c), D.R.M.C. The Contractor shall provide to the Director the documentation described in § 28-75(c) with respect to the increased dollar value of the contract.

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

SECTION 6: COMPLIANCE DOCUMENTS AND REPORTING

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

1. Prime contractor will provide certification number - NA
2. DSBO Schedule of Work form*
3. Subcontractor background information form for all subcontractors*
4. M/WBE formal email invite
5. Monthly contractor's certification of payment forms (participation report)
6. DSBO change order forms - NA
7. M/WBE final lien release forms
8. B2G online payment verification

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

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

1. Dates of solicitation
2. Names, addresses and telephone numbers of all M/WBE firms contacted.
3. Description of efforts made to contact M/WBE firms.
4. Description of information provided to M/WBE firms.
5. Description of the process and outcome.
6. Advertisements soliciting bids from M/WBE firms in local community publications or construction industry related publications.
7. Schedules of pre-bid meetings to inform M/WBE and non-M/WBE subcontractors and suppliers of opportunities to participate.
8. Evidence that the Contractor provided M/WBE subcontractors and suppliers necessary access to and adequate time to review all project documents.

9. All other documentation required to establish the Contractor's compliance with the good faith efforts required by City ordinance, specifically the items enumerated in subsections 28-62(b)(2) through 28-62(b)(10). D.R.M.C.

SECTION 7: PLAN ADMINISTRATION; MONITORING; CLOSEOUT

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

SECTION 8: NON-COMPLIANCE; SANCTIONS; REMEDIATION PLAN

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

SECTION 9: MEDIATION

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

ATTACHMENT 1

EXCERPTS FROM DENVER REVISED MUNICIPAL CODE

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

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

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

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

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

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

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

good faith efforts as to anyone (1) of the following categories shall render its overall good faith efforts showing insufficient; and its contract performance in non-compliance with this division 3.

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

**Exhibit B**  
Equal Employment  
Opportunity Provisions

**RULES AND REGULATIONS  
REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

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

**RULE I  
DEFINITIONS**

- A. "City" means the City and County of Denver.
- B. "Manager" shall mean the Manager of Public Works for the City and County of Denver.
- C. "Contract" means a contract entered into with the City and County of Denver, financed in whole or in part by local resources or funds of the City and County of Denver, for the construction of any public building or prosecution or completion of any public work.
- D. "Contractor" means the original party to a contract with the City and County of Denver, also referred to as the "general" or "prime" contractor.
- E. "Director" means the Director of the Mayor's Office of Contract Compliance.
- 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 111, 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. "Mayor's Office of Contract Compliance" means the City agency established pursuant to Article III, Division 1 of Chapter 28 of the Denver Revised Municipal Code.

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**RULE 11**  
**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 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 Mayor's Office of Contract Compliance 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 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 Mayor's Office of Contract Compliance shall perform the duties assigned to such official by Article III, Division 2 of Chapter 28 of the Revised Municipal Code and by the Manager. (1) The Director of the Mayor's Office of Contract Compliance 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 Mayor's Office of Contract Compliance; 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 Mayor's Office of Contract Compliance 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 Mayor's Office of Contract Compliance 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 Notice to Proceed a sign-off will be required of the Director of the Mayor's Office of Contract Compliance 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 & 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 Revised Municipal Code, he may issue a notice requiring the contractor to show cause, within fifteen days why enforcement procedures, or other appropriate action to insure compliance, should not be instituted.

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

**1 . APPENDIX E:**

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

**2. APPENDIX F:**

The Bid Conditions-Affirmative Action Requirements-Equal Employment Opportunity as published by the Department of Public Works, City and County of Denver shall be inserted verbatim as bidding specifications for every non-exempt contract using City funds

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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, Chapter 28 of the Revised Municipal Code, and the rules, regulations, and relevant orders of the Manager and Director.
5. The contractor will furnish all information and reports required by Article III, Division 2, 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 cancelled, 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.

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7. The contractor will include Regulation 12 Paragraph 2 and the provisions of paragraphs (1) through (6) in every subcontract or 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 upon each subcontractor or suppliers. 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, 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.

**APPENDIX F**  
**BID CONDITIONS**  
**AFFIRMATIVE ACTION REQUIREMENTS**  
**EQUAL EMPLOYMENT OPPORTUNITY**

For all Non-Exempt Construction Contracts to be Awarded by  
the City and County of Denver, Department of Public Works

**NOTICE**

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

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

MICHAEL D. MUSGRAVE  
Manager of Public Works  
City and County of Denver

Revised: 10/19/93

EEO-F1

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**

From January 1, 1982  
to 21.7% - 23.5%  
Until Further Notice

**GOALS FOR FEMALE PARTICIPATION  
FOR EACH TRADE**

From January 1, 1982  
to 6.9%  
Until Further Notice

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).

<sup>1</sup>"Minority" is defined as including, Blacks, Spanish Surname Americans, Asian-Americans, and American Indians, and includes both men and Minority women.

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.

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:

Revised: 11/12/82

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

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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 Mayor's Office of Contract Compliance 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.

A. **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, 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 111, Division 2, Chapter 28 of the Revised Municipal Code or the implementing regulations and the obligations under these Bid Conditions, and so informs the Manager, the Manager shall take such action and impose such sanctions, which include suspension, termination, cancellation, and debarment, as may be appropriate under the Ordinance and its regulations. When the Manager proceeds with such formal action it has the burden of proving that the contractor has not met the goals contained in these Bid Conditions. The contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these Bid Conditions.
  
2. The pendency of such proceedings shall be taken into consideration by the Department of Public Works in determining whether such contractor can comply with the requirements of Article 111, Division 2, Chapter 28 of the Revised Municipal Code, and is therefore a "responsible prospective contractor".

Revised: 09/26/90

3. The Mayor's Office of Contract Compliance shall review the contractor's employment practices during the performance of the contract. If the Mayor's Office of Contract Compliance determines that the contractor's Affirmative Action Plan is no longer an acceptable program, the Director shall notify the Manager.

B. **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, Chapter 28 of the Revised Municipal Code. It is the policy of the Department of Public Works that contractors have a responsibility to provide equal employment opportunity, if they wish to participate in City and County of Denver contracts. To the extent they have delegated the responsibility for some of their employment practices to a labor organization and, as a result, are prevented from meeting their obligations pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code, such Contractors cannot be considered to be in compliance with Article III, Division 2, Chapter 28 of the Revised Municipal Code, or its implementing rules and regulations.

C. **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 111, 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 111, Division 2, Chapter 28 of the Revised Municipal Code and its implementing regulations.

Revised: 04/12/91

3. Nothing herein is intended to relieve any contractor during the term of its contract from compliance with Article III, Division 2, Chapter 28 of the Revised Municipal Code, and the Equal Opportunity Clause of its contract with respect to matters not covered in these Bid Conditions.
  
4. Contractors must keep such records and file such reports relating to the provisions of these Bid Conditions as shall be required by the Office of Contract Compliance.
  
5. Requests for exemptions from these Bid Conditions must be made in writing, with justification, to the Manager of Public Works, City and County Building, Room 379, Denver, Colorado 80202, and shall be forwarded through and with the endorsement of the Director.

Revised: 04/12/91

**Exhibit C**  
Certificate of Liability  
Insurance





# **Exhibit D**

## Prevailing Wage Rates



**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Ryland Feno, Classification & Compensation Technician II  
**DATE:** February 03, 2020  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, January 31, 2020** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20200002  
Superseded General Decision No. CO20190002  
Modification No. 1  
Publication Date: 01/31/2020  
(6 pages)

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

Attachments as listed above.

**\*Career Service Board approved to adjust all Davis Bacon classifications under \$13.00 to comply with the city's minimum wage. The effective date is August 15, 2019. See page 7 for reference.**

Office of Human Resources  
201 W. Colfax Ave. Dept. 412 | Denver, CO 80202  
p: 720.913.5751 | f: 720.913.5720  
[www.denvergov.org/humanresources](http://www.denvergov.org/humanresources)

"General Decision Number: CO20200002 01/31/2020

Superseded General Decision Number: CO20190002

State: Colorado

Construction Type: Heavy

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

#### HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/03/2020       |
| 1                   | 01/31/2020       |

ASBE0028-001 07/01/2019

Rates

Fringes

Asbestos Workers/Insulator  
(Includes application of  
all insulating materials,

protective coverings,  
 coatings and finishings to  
 all types of mechanical  
 systems).....\$ 32.98 14.73

-----  
 BRCO0007-004 01/01/2019

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

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 29.52 | 10.48   |

-----  
 BRCO0007-006 05/01/2018

EL PASO AND PUEBLO COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 25.88 | 10.34   |

-----  
 ELEC0012-004 06/01/2019

PUEBLO COUNTY

|                           | Rates    | Fringes  |
|---------------------------|----------|----------|
| ELECTRICIAN               |          |          |
| Electrical contract over  |          |          |
| \$1,000,000.....          | \$ 27.50 | 12.50+3% |
| Electrical contract under |          |          |
| \$1,000,000.....          | \$ 24.85 | 12.50+3% |

-----  
 ELEC0068-001 06/01/2019

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

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 36.50 | 16.18   |

-----  
 ELEC0111-001 03/01/2019

|                              | Rates    | Fringes       |
|------------------------------|----------|---------------|
| Line Construction:           |          |               |
| Groundman.....               | \$ 20.41 | 13.75%+\$6.20 |
| Line Equipment Operator..... | \$ 28.98 | 13.75%+\$6.20 |

Lineman and Welder.....\$ 44.92      25.25%+\$5.75

-----  
ELEC0113-002 06/01/2019

EL PASO COUNTY

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 32.60 | 16.23   |

-----  
ELEC0969-002 06/01/2019

MESA COUNTY

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 25.20 | 10.06   |

-----  
ENGI0009-001 05/01/2018

|                                                                                             | Rates    | Fringes |
|---------------------------------------------------------------------------------------------|----------|---------|
| Power equipment operators:                                                                  |          |         |
| Blade: Finish.....                                                                          | \$ 28.57 | 10.70   |
| Blade: Rough.....                                                                           | \$ 28.25 | 10.70   |
| Bulldozer.....                                                                              | \$ 28.25 | 10.70   |
| Cranes: 50 tons and under..                                                                 | \$ 28.40 | 10.70   |
| Cranes: 51 to 90 tons.....                                                                  | \$ 28.57 | 10.70   |
| Cranes: 91 to 140 tons.....                                                                 | \$ 29.55 | 10.70   |
| Cranes: 141 tons and over...                                                                | \$ 31.07 | 10.70   |
| Forklift.....                                                                               | \$ 27.87 | 10.70   |
| Mechanic.....                                                                               | \$ 28.73 | 10.70   |
| Oiler.....                                                                                  | \$ 27.49 | 10.70   |
| Scraper: Single bowl<br>under 40 cubic yards.....                                           | \$ 28.40 | 10.70   |
| Scraper: Single bowl,<br>including pups 40 cubic<br>yards and over and tandem<br>bowls..... | \$ 28.57 | 10.70   |
| Trackhoe.....                                                                               | \$ 28.40 | 10.70   |

-----  
\* IRON0024-003 11/01/2019

|                   | Rates    | Fringes |
|-------------------|----------|---------|
| Ironworkers:..... | \$ 30.85 | 22.26   |
| Structural        |          |         |

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

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

Laborers:

Pipelayer.....\$ 18.68 6.78

-----  
PLUM0003-005 06/01/2017

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

Rates Fringes

PLUMBER.....\$ 39.08 16.44

-----  
PLUM0058-002 07/01/2018

EL PASO COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 32.75 14.85

-----  
PLUM0058-008 07/01/2018

PUEBLO COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 32.75 14.85

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

MESA COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 35.17 11.70

-----  
PLUM0208-004 06/01/2016

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

Rates Fringes

PIPEFITTER.....\$ 37.10 16.62

-----  
\* SHEE0009-002 07/01/2019

Rates Fringes

Sheet metal worker.....\$ 34.62 17.95

-----  
\* TEAM0455-002 07/01/2019

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Truck drivers:             |          |         |
| Pickup.....                | \$ 21.91 | 4.42    |
| Tandem/Semi and Water..... | \$ 22.54 | 4.42    |

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

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

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

**Office of Human Resources  
Supplemental Rates  
(Specific to the Denver Projects)  
(Supp #74, Revised: 08-21-2019)**

| <b>Classification</b>                                                         |                                  | <b>Base</b> | <b>Fringe</b> |
|-------------------------------------------------------------------------------|----------------------------------|-------------|---------------|
| Ironworker                                                                    | Ornamental                       | \$24.80     | \$10.03       |
| Laborer                                                                       | Group 1                          | \$18.18     | \$8.27        |
|                                                                               | Group 2                          | \$21.59     | \$8.61        |
| Laborer (Common)                                                              |                                  | \$13.00     | \$2.92        |
| Laborer (Flagger)                                                             |                                  | \$13.00     | \$3.80        |
| Laborer (Landscape)                                                           |                                  | \$13.00     | \$3.21        |
| Laborer (Janitor)                                                             | Janitor/Yardmen                  | \$17.68     | \$8.22        |
| Laborer (Asbestos)                                                            | Removal of Asbestos              | \$21.03     | \$8.55        |
| Laborer (Tunnel)                                                              | Group 1                          | \$18.53     | \$8.30        |
|                                                                               | Group 2                          | \$18.63     | \$8.31        |
|                                                                               | Group 3                          | \$19.73     | \$8.42        |
|                                                                               | Group 4                          | \$21.59     | \$8.61        |
|                                                                               | Group 5                          | \$19.68     | \$8.42        |
| 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       |
| Power Equipment Operator                                                      | Group 1                          | \$22.97     | \$10.60       |
|                                                                               | Group 2                          | \$23.32     | \$10.63       |
|                                                                               | Group 3                          | \$23.67     | \$10.67       |
|                                                                               | Group 4                          | \$23.82     | \$10.68       |
|                                                                               | Group 5                          | \$23.97     | \$10.70       |
|                                                                               | Group 6                          | \$24.12     | \$10.71       |
|                                                                               | Group 7                          | \$24.88     | \$10.79       |
| Power Equipment Operator (Tunnels above and below ground, shafts and raises): | Group 1                          | \$25.12     | \$10.81       |
|                                                                               | Group 2                          | \$25.47     | \$10.85       |
|                                                                               | Group 3                          | \$25.57     | \$10.86       |
|                                                                               | Group 4                          | \$25.82     | \$10.88       |
|                                                                               | Group 5                          | \$25.97     | \$10.90       |
|                                                                               | Group 6                          | \$26.12     | \$10.91       |
|                                                                               | Group 7                          | \$26.37     | \$10.94       |
| Truck Driver                                                                  | Group 1                          | \$18.42     | \$10.00       |
|                                                                               | Group 2                          | \$19.14     | \$10.07       |
|                                                                               | Group 3                          | \$19.48     | \$10.11       |
|                                                                               | Group 4                          | \$20.01     | \$10.16       |
|                                                                               | Group 5                          | \$20.66     | \$10.23       |
|                                                                               | Group 6                          | \$21.46     | \$10.31       |

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





**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Ryland Feno, Classification & Compensation Technician II  
**DATE:** January 06, 2020  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday, January 03, 2020** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20200009  
Superseded General Decision No. CO20190009  
Modification No. 0  
Publication Date: 01/03/2020  
(6 pages)

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

Attachments as listed above.

**\*Career Service Board approved to adjust all Davis Bacon classifications under \$13.00 to comply with the city's minimum wage. The effective date is August 15, 2019. See page 7 for reference.**

Office of Human Resources  
201 W. Colfax Ave. Dept. 412 | Denver, CO 80202  
p: 720.913.5751 | f: 720.913.5720  
[www.denvergov.org/humanresources](http://www.denvergov.org/humanresources)



TRAFFIC SIGNALIZATION:

Traffic Signal Installation

|             |          |            |
|-------------|----------|------------|
| Zone 1..... | \$ 26.42 | 4.75%+8.68 |
| Zone 2..... | \$ 29.42 | 4.75%+8.68 |

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

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

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

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

-----  
 ENGI0009-008 05/01/2018

|                                                                                                                                                                                                                                     | Rates    | Fringes |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR:                                                                                                                                                                                                           |          |         |
| (3)-Hydraulic Backhoe<br>(Wheel Mounted, under 3/4<br>yds), Hydraulic Backhoe<br>(Backhoe/Loader<br>combination), Drill Rig<br>Caisson (smaller than<br>Watson 2500 and similar),<br>Loader (up to and<br>including 6 cu. yd.)..... | \$ 28.25 | 10.70   |
| (3)-Loader (under 6 cu.<br>yd.)<br>Denver County.....                                                                                                                                                                               | \$ 28.25 | 10.70   |
| (3)-Motor Grader (blade-<br>rough)<br>Douglas County.....                                                                                                                                                                           | \$ 28.25 | 10.70   |
| (4)-Crane (50 tons and<br>under), Scraper (single<br>bowl, under 40 cu. yd).....                                                                                                                                                    | \$ 28.40 | 10.70   |
| (4)-Loader (over 6 cu. yd)<br>Denver County.....                                                                                                                                                                                    | \$ 28.40 | 10.70   |
| (5)-Drill Rig Caisson<br>(Watson 2500 similar or<br>larger), Crane (51-90<br>tons), Scraper (40 cu.yd<br>and over),.....                                                                                                            | \$ 28.57 | 10.70   |
| (5)-Motor Grader (blade-<br>finish)<br>Douglas County.....                                                                                                                                                                          | \$ 28.57 | 10.70   |
| (6)-Crane (91-140 tons).....                                                                                                                                                                                                        | \$ 29.55 | 10.70   |

-----  
SUCO2011-004 09/15/2011

|                                                                                                              | Rates    | Fringes |
|--------------------------------------------------------------------------------------------------------------|----------|---------|
| CARPENTER (Excludes Form Work)...                                                                            | \$ 19.27 | 5.08    |
| CEMENT MASON/CONCRETE FINISHER                                                                               |          |         |
| Denver.....                                                                                                  | \$ 20.18 | 5.75    |
| Douglas.....                                                                                                 | \$ 18.75 | 3.00    |
| ELECTRICIAN (Excludes Traffic<br>Signal Installation).....                                                   | \$ 35.13 | 6.83    |
| FENCE ERECTOR (Excludes<br>Link/Cyclone Fence Erection).....                                                 | \$ 13.02 | 3.20    |
| GUARDRAIL INSTALLER.....                                                                                     | \$ 12.89 | 3.20    |
| HIGHWAY/PARKING LOT<br>STRIPING:Painter                                                                      |          |         |
| Denver.....                                                                                                  | \$ 12.62 | 3.21    |
| Douglas.....                                                                                                 | \$ 13.89 | 3.21    |
| IRONWORKER, REINFORCING<br>(Excludes Guardrail<br>Installation).....                                         | \$ 16.69 | 5.45    |
| IRONWORKER, STRUCTURAL<br>(Includes Link/Cyclone Fence<br>Erection, Excludes Guardrail<br>Installation)..... | \$ 18.22 | 6.01    |
| LABORER                                                                                                      |          |         |
| Asphalt Raker.....                                                                                           | \$ 16.29 | 4.25    |
| Asphalt Shoveler.....                                                                                        | \$ 21.21 | 4.25    |
| Asphalt Spreader.....                                                                                        | \$ 18.58 | 4.65    |
| Common or General                                                                                            |          |         |
| Denver.....                                                                                                  | \$ 16.76 | 6.77    |
| Douglas.....                                                                                                 | \$ 16.29 | 4.25    |
| Concrete Saw (Hand Held)....                                                                                 | \$ 16.29 | 6.14    |
| Landscape and Irrigation....                                                                                 | \$ 12.26 | 3.16    |
| Mason Tender-<br>Cement/Concrete                                                                             |          |         |
| Denver.....                                                                                                  | \$ 16.96 | 4.04    |
| Douglas.....                                                                                                 | \$ 16.29 | 4.25    |
| Pipelayer                                                                                                    |          |         |
| Denver.....                                                                                                  | \$ 13.55 | 2.41    |
| Douglas.....                                                                                                 | \$ 16.30 | 2.18    |
| Traffic Control (Flagger)...                                                                                 | \$ 9.55  | 3.05    |
| Traffic Control (Sets<br>Up/Moves Barrels, Cones,                                                            |          |         |

|                                                                                           |          |      |
|-------------------------------------------------------------------------------------------|----------|------|
| Install Signs, Arrow<br>Boards and Place<br>Stationary Flags) (Excludes<br>Flaggers)..... | \$ 12.43 | 3.22 |
| PAINTER (Spray Only).....                                                                 | \$ 16.99 | 2.87 |
| POWER EQUIPMENT OPERATOR:                                                                 |          |      |
| Asphalt Laydown                                                                           |          |      |
| Denver.....                                                                               | \$ 22.67 | 8.72 |
| Douglas.....                                                                              | \$ 23.67 | 8.47 |
| Asphalt Paver                                                                             |          |      |
| Denver.....                                                                               | \$ 24.97 | 6.13 |
| Douglas.....                                                                              | \$ 25.44 | 3.50 |
| Asphalt Roller                                                                            |          |      |
| Denver.....                                                                               | \$ 23.13 | 7.55 |
| Douglas.....                                                                              | \$ 23.63 | 6.43 |
| Asphalt Spreader.....                                                                     | \$ 22.67 | 8.72 |
| Backhoe/Trackhoe                                                                          |          |      |
| Douglas.....                                                                              | \$ 23.82 | 6.00 |
| Bobcat/Skid Loader.....                                                                   | \$ 15.37 | 4.28 |
| Boom.....                                                                                 | \$ 22.67 | 8.72 |
| Broom/Sweeper                                                                             |          |      |
| Denver.....                                                                               | \$ 22.47 | 8.72 |
| Douglas.....                                                                              | \$ 22.96 | 8.22 |
| Bulldozer.....                                                                            | \$ 26.90 | 5.59 |
| Concrete Pump.....                                                                        | \$ 21.60 | 5.21 |
| Drill                                                                                     |          |      |
| Denver.....                                                                               | \$ 20.48 | 4.71 |
| Douglas.....                                                                              | \$ 20.71 | 2.66 |
| Forklift.....                                                                             | \$ 15.91 | 4.68 |
| Grader/Blade                                                                              |          |      |
| Denver.....                                                                               | \$ 22.67 | 8.72 |
| Guardrail/Post Driver.....                                                                | \$ 16.07 | 4.41 |
| Loader (Front End)                                                                        |          |      |
| Douglas.....                                                                              | \$ 21.67 | 8.22 |
| Mechanic                                                                                  |          |      |
| Denver.....                                                                               | \$ 22.89 | 8.72 |
| Douglas.....                                                                              | \$ 23.88 | 8.22 |
| Oiler                                                                                     |          |      |
| Denver.....                                                                               | \$ 23.73 | 8.41 |
| Douglas.....                                                                              | \$ 24.90 | 7.67 |
| Roller/Compactor (Dirt and<br>Grade Compaction)                                           |          |      |
| Denver.....                                                                               | \$ 20.30 | 5.51 |
| Douglas.....                                                                              | \$ 22.78 | 4.86 |
| Rotomill.....                                                                             | \$ 16.22 | 4.41 |
| Screed                                                                                    |          |      |
| Denver.....                                                                               | \$ 22.67 | 8.38 |
| Douglas.....                                                                              | \$ 29.99 | 1.40 |
| Tractor.....                                                                              | \$ 13.13 | 2.95 |

TRAFFIC SIGNALIZATION:

Groundsman

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

TRUCK DRIVER

Distributor

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

Dump Truck

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

Lowboy Truck.....

|          |      |
|----------|------|
| \$ 17.25 | 5.27 |
|----------|------|

Mechanic.....

|          |      |
|----------|------|
| \$ 26.48 | 3.50 |
|----------|------|

Multi-Purpose Specialty &

Hoisting Truck

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

Pickup and Pilot Car

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

Semi/Trailer Truck.....

|          |      |
|----------|------|
| \$ 18.39 | 4.13 |
|----------|------|

Truck Mounted Attenuator....

|          |      |
|----------|------|
| \$ 12.43 | 3.22 |
|----------|------|

Water Truck

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

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

**Office of Human Resources  
Supplemental Rtes  
(Specific to the Denver Projects)  
Revised 08/21/2019)**

| <b>Classification</b>                                                               |                                  | <b>Base</b> | <b>Fringe</b> |
|-------------------------------------------------------------------------------------|----------------------------------|-------------|---------------|
| Guard Rail Installer                                                                |                                  | \$13.00     | \$3.20        |
| Highway Parking Lot Striping:<br>Painter                                            |                                  | \$13.00     | \$3.21        |
| Ironworker (Ornamental)                                                             |                                  | \$26.05     | \$12.00       |
| Laborer                                                                             | Removal of Asbestos              | \$21.03     | \$8.55        |
| Laborer (Landscape & Irrigation)                                                    |                                  | \$13.00     | \$3.16        |
| Laborer: Traffic Control (Flagger)                                                  |                                  | \$13.00     | \$3.05        |
| Laborer: Stationary Flags(<br>excludes Flaggers)                                    |                                  | \$13.00     | \$3.22        |
| 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<br>(Tunnels Above and Below<br>Ground, shafts and raises): | Group 1                          | \$25.12     | \$10.81       |
|                                                                                     | Group 2                          | \$25.47     | \$10.85       |
|                                                                                     | Group 3                          | \$25.57     | \$10.86       |
|                                                                                     | Group 4                          | \$25.82     | \$10.88       |
|                                                                                     | Group 5                          | \$25.97     | \$10.90       |
|                                                                                     | Group 6                          | \$26.12     | \$10.91       |
|                                                                                     | Group 7                          | \$26.37     | \$10.94       |
| Power Equipment 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                          | \$18.42     | \$10.00       |
|                                                                                     | Group 2                          | \$19.14     | \$10.07       |
|                                                                                     | Group 3                          | \$19.48     | \$10.11       |
|                                                                                     | Group 4                          | \$20.01     | \$10.16       |
|                                                                                     | Group 5                          | \$20.66     | \$10.23       |
|                                                                                     | Group 6                          | \$21.46     | \$10.31       |
| Truck Driver: Truck Mounted<br>Attenuator                                           |                                  | \$13.00     | \$3.22        |

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

**Exhibit E**  
General Contract  
Conditions



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

**General Contract Conditions**

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**Exhibit F**  
Special Contract Conditions

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

**SPECIAL CONTRACT CONDITIONS**

**SC-1 DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE (REPLACES GENERAL CONTRACT CONDITION 203)**

As of January 1, 2020, the functions of Public Works are housed in the new Department of Transportation and Infrastructure. For purposes of this Contract all references (including, but not limited to, references appearing in the body of the contract, General Conditions, Special Conditions, Exhibits, Contract Documents or Policies and Procedures) to the Department of Public Works will have the same meaning as the Department of Transportation and Infrastructure.

Vested exclusively in the Department of Transportation and Infrastructure is the management and control of the design and construction of general and local public improvements undertaken by the City and County of Denver, except for: (i) work which is under the management and control of the Department of Aviation; (ii) that work performed by the Denver Board of Water Commissioners; (iii) any such work that the Mayor has specifically assigned to another department or agency; and (iv) work under the authority of the Department of Transportation and Infrastructure that is performed with the permission of the Manager of Transportation and Infrastructure by private entities at their own expense.

**SC-2 MANAGER/EXECUTIVE DIRECTOR**

General Condition 112 Manager is hereby deleted in its entirety and replaced with the following:

**112 EXECUTIVE DIRECTOR**

“Executive Director” means the Executive Director of Aviation, if the Contract is entered into under the authority of the Department of Aviation; or it means the Executive Director of Transportation and Infrastructure, if the Contract is entered into under the authority of the Department of Transportation and Infrastructure. The department is identified in the Contract Documents. Whenever the term “Executive Director” is used in the Contract Documents, such term refers only to the Executive Director of Aviation or Executive Director of the Department of Transportation and Infrastructure, as appropriate, and not to any individual to whom the Executive Director has delegated authority.

**SC-3 CITY DELEGATION OF AUTHORITY**

With reference to General Contract Condition 109, DEPUTY MANAGER, General Contract Condition 203 DEPARTMENT OF PUBLIC WORKS, and General Contract Condition 212, CITY’S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Executive Director hereby designates the City Engineer as the City official responsible for those certain actions and decisions designated as the responsibility of the Deputy Manager under the General Conditions and delegates to the City Engineer the authority necessary to undertake those responsibilities under this Contract. The City Engineer shall have supervisory responsibility over the Project Manager.

**SC-4 GENERAL CONDITION 204 is hereby modified as follows:**

As of January 1, 2020, the functions of Public Works are housed in the new Department of Transportation and Infrastructure. The Manager of Public Works / Executive Director of Public Works will become the Executive Director of Transportation and Infrastructure. Manager of Public Works, Executive Director of Public Works and Manager of Transportation and Infrastructure and Executive Director of Transportation and Infrastructure will have the same meaning for purposes of this Agreement.

## SC-5 CONSTRUCTION SPECIFICATIONS

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

### City and County of Denver:

*Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS,*  
(2011 Edition)

*Transportation Standards and Details for the Engineering Division*

*City and County of Denver Traffic Standard Drawings*

*Wastewater Capital Projects Management*

<https://www.denvergov.org/content/denvergov/en/wastewater-management/capital-projects-management.html>

### Colorado Department of Transportation:

*Standard Specifications for Road and Bridge Construction*  
(Sections 200 through 700 of the 2019 Edition)

### Federal Highway Administration:

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

### Building & Fire Codes:

*Building Code of the City and County of Denver*

(International Building Code 2018 Series, City and County of Denver Amendments 2019)

<https://www.denvergov.org/content/denvergov/en/denver-development-services/help-me-find/-/building-codes-and-policies.html>

*National Fire Protection Association Standards*

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

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

*Transportation Standards and Details for the Engineering Division* and the Wastewater Management Division – *Standard Detail Drawings*, are available at <http://www.denvergov.org>.

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

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



**SC-6 LIQUIDATED DAMAGES**

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**, 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 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 per hour  |
| Project Engineer        | \$63 per hour  |
| Inspector               | \$49 per hour  |
| Surveying, if necessary | \$100 per hour |

**SC-7 SUBCONTRACTS**

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

**SC-8 BUILDING INSPECTION DIVISION PLAN REVIEW FEES**

GC-317 of the General Contract Conditions shall apply to this Contract as supplemental by the following:

In addition to all permit and license fees required by GC-317, the Contractor is required to pay to the Building Inspection Division all plan review fees which may come due as a percentage of the Building Permit Fee in accordance with Chapter 1, Section 138.1 of the Denver Amendments to the Uniform Building Code (2016). For additional plan review fees that may be due as a result of the requirements of Denver Amendments Table 1-C footnote 4, the Contractor shall be entitled to compensation for the actual cost of all such fees paid, without any additional mark up, by execution of a change order in accordance with General Condition 1101.

**SC-9 CONTRACT FORMS**

In accordance with the terms and conditions of the Contract Documents, the City requires the use of certain form documents in complying with or satisfying various obligations, notifications and conditions in contracting with the City or performing Work hereunder. These form documents are referenced by title throughout the Contract Documents for mandatory use as directed. The following listed and attached forms shall be detached and utilized in accordance with the Contract Documents:

1. Notice to Successful Proposer (for Contract only)
2. Certificate of Insurance (for Contract only)
3. Notice to Proceed
4. Final Receipt

## **SC-10 WAGE RATE SCHEDULE**

General Contract Title 10 shall be amended by adding the following:

All work that has specialized skills or that has safety concerns shall be performed by the appropriate level tradesman including, but not limited to, work on energized, or potentially energized, electrical circuits until the circuit has been positively identified as having been de-energized; work on pressurized piping; work in potable waterlines; shoring and scaffolding; work involving handling refrigerants and hazardous materials; heavy equipment operation and work involving asbestos. Work not involving energized circuits, pressurized piping, etc. may be performed by personnel in demolition laborer classification.

## **SC-11 CONSTRUCTION INSPECTION BY THE CITY**

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

**1702.1** Persons who are employees of the City or who are under contract to the City or the City as lessee will be assigned to inspect and test the Work. These persons may perform any tests and observe the Work to determine whether or not designs, materials used, manufacturing and construction processes and methods applied, and equipment installed satisfy the requirements of the drawings and specifications, accepted Shop Drawings, Product Data and Samples, and the General Contractor's warranties and guarantees. The General Contractor shall permit these inspectors unlimited access to the Work and provide means of safe access to the Work, which cost shall be included as a Cost of the Work without any increase to the Guaranteed Maximum Price. In addition, General Contractor shall provide whatever access and means of access are needed to off-site facilities used to store or manufacture materials and equipment to be incorporated into the Work and shall respond to any other reasonable request to further the inspector's ability to observe or complete any tests. Such inspections shall not relieve the General Contractor of any of its quality control responsibilities or any other obligations under the Contract. All inspections and all tests conducted by the City are for the convenience and benefit of the City. These inspections and tests do not constitute acceptance of the materials or Work tested or inspected, and the City may reject or accept any Work or materials at any time prior to the inspections pursuant to G.C. 2002, whether or not previous inspections or tests were conducted by the inspector or a City representative.

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

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

## **SC-12 DISPOSAL OF NON-HAZARDOUS WASTE AT DADS**

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

**SC-13 PROHIBITION ON USE OF CCA-TREATED WOOD PRODUCTS**

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

**SC-14 WAIVER OF: PART 8 OF ARTICLE 20 OF TITLE 13, COLORADO REVISED STATUTES**

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

**SC-15 PERIOD OF PERFORMANCE**

The term or duration of this Agreement shall be three (3) years from the date of execution of this Agreement, unless extended by Contract amendment in accordance with the provisions of these Special Contract Conditions. With respect to any Work that is authorized by a Work Order issued prior to the contract completion date, but not completed by that date, the City shall have the option to terminate the Work in progress and pay only for that portion of the Work satisfactorily completed within the period of performance specified herein or to provide for, in writing, a limited extension of the contract completion date to complete the remaining Work at the prices agreed upon in the previously issued Work Order(s).

For each Proposal Pricing Request submitted to the Contractor for pricing, the Contractor agrees to review and price the Proposal Request within fourteen (14) consecutive calendar days of the date of such Proposal Request. In the event a Work Order is issued pursuant to a priced Proposal Request, the Contractor agrees to undertake the performance of the specified Work within ten (10) consecutive calendar days of the date of issuance of a Notice to Proceed for the referenced Work Order. The Contractor agrees to satisfactorily complete all work referenced in each Work Order within the agreed upon period of performance set forth in such Work Order or Notice to Proceed, plus such extension or extensions granted by the Executive Director in accordance with the provisions for Work Order Changes. For purposes of this Contract, "Contract Time", as used in the General Contract Conditions, shall mean the period of performance specified in each issued Work Order and shall run from the date of issuance of a Work Order Notice to Proceed to the date of Work Order Final Completion. Work Order Substantial Completion shall occur prior to Final Completion of any Work Order.

**SC-16 PERFORMANCE OF WORK, AS DIRECTED BY THE CITY**

Titles 1 and 3 of the General Contract Conditions shall generally apply to this Contract as supplemental by the following:

As described elsewhere in the Contract Documents, this Contract contemplates performance of construction services Work by the Contractor on a variety of, as yet to be identified, City construction Projects on an "as needed" or "on call" basis. Under the terms of this Contract, the City, in its sole discretion, will determine both the extent and nature of each scope of work or project it requires the Contractor to perform or complete and the specific terms and conditions under which it requires the Contractor to perform or complete this scope or project. Nothing contained herein, however, shall be construed by the Contractor as promise or guarantee of any minimum amount of Work or compensation hereunder.

In the event the City elects to direct the Contractor to perform work hereunder, the process by which both a specific work scope or project and specific performance terms or conditions shall be established prior to commencement of such work shall be as follows:

1. The City will identify a work scope or project for the Contractor to perform or complete and will issue to the Contractor a Proposal Pricing Request (in the format provided herein) containing, at a minimum, a detailed scope or project description, any available drawings, plans,

specifications, the specific terms and conditions under which such project or scope must be performed and other pertinent materials.

2. In accordance with the terms and conditions of this Contract, the Contractor will review each Proposal Pricing Request and provide a price (in the Proposal Request Pricing Worksheet format provided herein) and a project schedule responsive to each Proposal Pricing Request. In preparing its price, the Contractor shall include all bid unit prices for any required or specified work that corresponds with any unit price description. All other scope or project work elements required to complete the project or otherwise fully perform the described scope shall be considered included in the work.

3. Upon receipt of the completed and fully executed Proposal Request Pricing Worksheet from the Contractor, and agreement on the Total Price, schedule and any other specific requirements for the requested scope of Work, a Work Order (in the format provided for herein) for the Work will be issued by the City authorizing the Work to proceed under the terms and conditions set forth in the Work Order and attachments. This Order shall also encumber funds for the performance of such Work Order.

4. Upon receipt of the fully executed Work Order and a Work Order Notice to Proceed (in the format provided for herein), the Contractor shall have ten (10) consecutive calendar days to commence the performance.

5. With respect to each issued Work Order, the contractor shall furnish all tools, labor, supplies, equipment, materials and everything necessary to perform and complete the described scope of work or project contained in the Work Order.

6. During the course of performance of the Work authorized by each Work Order, the Contractor shall submit regular pay applications, in accordance with provisions of these Special Contract Conditions. The City shall issue payment for all satisfactorily completed Work authorized by Work Order, in accordance with the terms and conditions of the Contract Documents.

7. If additions, deletions or other modifications to the authorized Work scope or other terms or conditions are required or desired in the sole discretion of the City under a particular Work Order, a Work Order Change will be issued based on pricing prepared in the same manner as a Proposal Pricing Request and under the terms and conditions for issuance of a Change Order under the General Contract Conditions. The Work Order Change 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.

8. Upon satisfactory completion, notice of Substantial Completion and Final Completion of the Work authorized and performed under each Work Order, Work Order Close-Out will occur, a Final Receipt for that Work Order will be issued, and final payment for the Work Order will be made.

9. Under this Contract, more than one Work Order may be issued and performed by the Contractor at the same time.

Given that under this Contract, the Contractor is committed to make available to the City and, as from time to time directed by the City under the process described, furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete each 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.

As such, the term Work, as issued in the Contract Documents shall mean the Contractor's equipment and physical plant, labor, management, administration, supervision, materials and supplies, and all other things needed to assemble, manufacture, complete or perform the various components into finished improvements pursuant to any Work Order issued pursuant to the Contract Documents. 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.

**SC-17 PERFORMANCE AND PAYMENT BOND** Title 15 of the General Contract Conditions shall generally apply to this Contract as supplemented by the following: A Performance and Payment Bond, in the form included in these Contract Documents, shall be furnished covering all active and open Work performed hereunder. Work shall be considered active and open until all lien releases and consent of surety have been received and the notice of work order closure has been published in a legal advertisement. 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 (attached as **Exhibit G**). 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.

**SC-18 PROPOSAL REQUEST PRICING** Title 9 of the General Contract Conditions shall generally apply to this Contract as supplemented by the following:

A. In order to initiate Work hereunder, the City will prepare and issue a Cost Proposal Request, using the form included in these Contract Documents. For each Cost Proposal Request submitted to the Contractor for pricing, the Contractor shall price the request and submit a completed Proposal Request Pricing Worksheet, using the form included in these Contract Documents and complying with the terms and conditions set forth on the form, to the Project Manager, with all supporting materials, within fourteen (14) consecutive calendar days of the date of issuance of such Cost Proposal Request. The Contractor shall price each request and prepare the appropriate documentation in accordance with the requirements stated herein.

B. Prices – The City’s policy is to award Work Orders by a mini-bid process. When possible, the City will invite the Contractors to a non-mandatory field scoping site visit. The City will provide a list of work items, units and estimated quantities for each work item associated with the Work Order. Project specific details and specifications may be included as part of the Cost Proposal Request. The Contractor will be required to provide unit prices for all costs associated with each work item in the Proposal Request Pricing Worksheet. All labor, material, equipment, overhead and profit costs shall be included in the unit prices for the listed items. The City will award the Work Order to the lowest responsive “Bid – Unit Price Total” in the Proposal Request Pricing Worksheet.

**SC-19 WORK ORDERS** With respect to Each Work Order Issued hereunder, the General Contract Conditions shall generally apply to this Contract as supplemented by the following: Upon review of any Work Order Pricing Request Worksheet completed by the Contractor pursuant to a Work Order Pricing Request, the City may, at its sole discretion, reject the pricing submittal, enter into further negotiations regarding uncovered work prices or may direct that the Work described in the Work Order Pricing Request and priced by the Contractor be completed by issuance of a Work Order, in the form included in these Contract Documents to the Contractor. The City reserves the right to issue such a Work Order, at the price and under the terms of the Contractor’s pricing submittal, at any time before the expiration of 120 consecutive calendar days from the date the pricing submittal was received by the City. If no Work Order is issued and the pricing submittal is not rejected within this period, the Contractor’s pricing submittal shall be deemed rejected by the City. No Work for a Work Order shall commence until such time as: The Work Order is executed by the Contractor and all designated City officials; the Contractor has submitted a Payment and Performance bond or Bond Change Rider for the Work satisfactory to the City Attorney; for the Work described in the Work Order Pricing Request; and all administrative requirements are met. Until all Work Order issuance requirements are met, the City shall have no obligation to compensate the Contractor for Work performed. Upon issuance of a Work Order, the Contractor agrees to satisfactorily perform and complete all Work necessary or required to fully perform or otherwise complete the scope of work as described in each issued Work Order or any subsequently issued Work Order Change within the period of performance specified in the Work Order plus such extensions of time as may be granted by the Executive Director in accordance with the provisions of this Contract.

## **SC-20 WORK ORDER NOTICE TO PROCEED**

GC-302 of the General Contract Conditions shall generally apply to this Contract as supplemented by the following:

Following the issuance of any fully executed Work Order hereunder, a Work Order Notice to Proceed, in the form included in these Contract Documents for that particular Work Order will be issued by the Director. The Contractor agrees to commence the Work in accordance with that particular Work Order within ten (10) consecutive calendar days of the date of the Work Order Notice to Proceed. No Work Order Notice to Proceed will issue and no Work will commence until such time as the Contractor has complied with all administrative requirements for that particular Work Order under SC-14 PERFORMANCE AND PAYMENT BOND. Thereafter, the Contractor shall prosecute the Work to be accomplished under the Work Order at such time and place as the Work Order directs and shall fully complete in every detail all specified Work in accordance with the terms and conditions of the Work Order and the provisions of these General Contract Conditions and Special Contract Conditions.

## **SC-21 PAYMENT TO CONTRACTORS**

The application for payment shall be submitted through Textura® Corporations Construction Management Website. Contractor recognizes and agrees that it shall be required to use the Textura® Construction Payment Management System (“Textura”) for this Project to request payment from the City and to pay all first tier subcontractors and suppliers and further record payment to all certified subcontractors or suppliers that are listed for participation towards any assigned SMWDBE program goal. Contractor further agrees that, to the fullest extent possible within Textura, the City shall be entitled to all non-Confidential records, reports, data and other information related to the project that are available to Contractor through Textura, including, but not limited to, information related to Contractor and subcontractor billings. To that end, Contractor agrees it will activate any available settings within Textura necessary to grant the City access to such non-Confidential information related to the contract and the project. Applications for payment shall be based on the Contract Unit Prices or the approved Schedule of Values described in GC 903.1

In accordance with General Contract Condition 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 Claim Release Form and Certificate of Contract Release Form from the Contractor.

The forms, Final Release and Certificate of Payment (Subcontractor/Supplier) and the Contractor’s Certification of Payment (CCP), both of which must be used are included in these Contract Documents. If subcontractor or supplier payments are disbursed via Textura® CPM, those systems generated Release and CCP forms are acceptable.

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 Textura CPM system. Contractor shall also return an executed Certificate of Contract Release included in these Contract Documents, upon request from the City.

## SC-22 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 all terms and conditions provided for standard change orders under Title 11 of the General Contract Conditions, the City may issue Work Order Changes providing for deletions, additions and modifications to the Work under a duly issued Work Order. Work Order Changes must be issued on the Work Order Change Form, in the form included in these Contract Documents.

## SC-23 FIELD ORDER/WORK ORDER

1102 is hereby modified as follows:

.3 Field Order/Work Order is a written order, signed by the Manager or his designated representative, which directs the contractor to commence emergency work prior to a Work Order issuance. A Field Order/Work Order may be used when:

- A. The City determines that the Contractor must proceed immediately to perform the Work in order to avoid or correct a situation where the health or safety of persons may be affected, and sufficient time is not available to negotiate a Work Order;
- B. The City and Contractor have not yet completed their negotiation of a Work Order but in the interest of safety, the City requires the Contractor to proceed without an executed Work Order in place.

.4 Contractor's Duties: Upon receipt of a Field Order/Work Order, the Contractor shall promptly sign the Field Order/Work Order and return it to the Project Manager and shall promptly proceed with performing the emergency Work. The Contractor, within twenty (20) Days after receiving the Field Order/Work Order, shall provide the Project Manager with a complete and itemized proposal that includes the estimated Work Order price attributable to the emergency work, based on the criteria and methods described in GC 1104 and 1105.

.5 Time and Materials:

A. If the maximum cost of the change in the Work to be performed under a Field Order/Work Order has not been agreed upon and reduced to writing in the actual Field Order/Work Order, the Contractor shall proceed with such Work on a Time and Materials basis.

B. Whenever Work is performed on a Time and Materials basis, the Contractor shall fully document all costs associated with such Work. Beginning with the first Day such Work is performed, and on a daily basis thereafter, the Contractor shall submit to the Project Manager a daily itemization of all such costs in such form as the Project Manager may require.

C. The final Contract adjustment for Field Order/Work Order changes in the Work performed on a Time and Materials basis shall be calculated in accordance with GC 1104.2.

.6 Work Order to Be Executed: When the City and the Contractor reach agreement on an Work Order amount, such agreement shall be promptly executed as a Work Order.

## SC-24 WORK ORDER CLOSE-OUT

Titles 19 and 20 of the General Contract Conditions shall apply to this Contract, on a Work Order by Work Order basis, as supplemented by the following:

Upon Substantial Completion of all Work performed under each Work Order in accordance with the Contract Documents, final close-out for that Work Order shall be made in accordance with the terms and conditions of Title 20 of the General Contract Conditions.

**SC-25 CONTRACT CLOSE-OUT**

Upon written notification from the City to the Contractor that no further Work Orders shall be issued hereunder and the completion of final close-out for any previously issued Work Orders in accordance with SC-20 WORK ORDER CLOSE-OUT, the Contract shall proceed to final close-out. The Contractor agrees to comply with all applicable Contract close-out procedures and requirements set forth in General Contract Condition 2002. In addition, the Contractor agrees to execute and deliver to the City a Final Receipt in the forms previously referenced and to provide to the City a consent of surety covering all Work performed hereunder. Until such time as all Contract close-out procedures are completed and each contract close-out requirement is satisfied, the City shall retain from amounts due the Contractor, in addition to any other withholdings provided for hereunder, a sum not greater than one percent (1%) of the maximum contract amount specified herein.

**SC-26 ATTORNEY'S FEES**

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

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

**SC-27 INSURANCE:**

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

1. General Conditions. Contactor agrees to secure, at or before the time of execution of this Contract, the following insurance covering all operations, goods, or services provided pursuant to this Contract. Contactor shall keep the required insurance coverage in force at all times during the term of the Contract or any extension thereof and 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 above described policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Contract and shall reference the City contract number listed on the signature page of this Contract. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) Days prior. If such written notice is unavailable from the insurer, 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. The insurance coverages specified in this contract 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 Contract.

2. Proof of Insurance. Contractor shall provide a copy of this Contract to its insurance agent or broker. Contractor may not commence services or work relating to the Contract prior to placement of coverage. Contractor certifies that the certificate of insurance attached as Exhibit [ ], preferable an ACORD certificate, complies with all insurance requirements of this Contract. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Contract shall not act as a waiver of Contractor's breach of this Contract or of any of the City's rights or remedies under the Contract. The City's Risk Management Office may require additional proof of insurance including but not limited to policies and endorsements.
3. Additional Insureds. For Commercial General Liability, Auto Liability, and Contractors Pollution Liability, Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
4. Waiver of Subrogation. For all coverages, Contractor's insurer shall waive subrogation rights against the City.
5. Subcontractors. All subcontractors (including independent contractors, suppliers or other entities providing goods or services required by this Contract) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. 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.
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 \$100,000.00 for each bodily injury occurrence claim, \$100,000.00 for each bodily injury caused by disease claim, and \$500,000.00 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 contract, 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 Contract, and that any such rejections previously effected, have been revoked as of the date Contractor executes this contract.
7. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000.00 for each occurrence claim, \$1,000,000.00 for each personal and advertising injury claim, and \$2,000,000.00 products and completed operations aggregate, and \$2,000,000 policy aggregate.
8. Business Automobile Liability. Contractor shall maintain Business Automobile Liability with limits of \$1,000,000.00 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Contract. If transporting hazardous material or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under a Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.
9. Builder's Risk or Installation Floater: Contractor shall maintain limits equal to the completed value of the project. Coverage shall be written on an all risk, replacement cost basis including coverage for soft costs, flood and earth movement, if in a flood or quake zone, and, if applicable, equipment breakdown including testing. Contractor is responsible for payment of all policy deductibles. The City and County of Denver, Contractor, and sub-contractors shall be named insureds under the policy. Policy shall remain in force until acceptance of the project by the City.

10. Contractors Pollution Liability: Contractor shall maintain limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate. Policy to include bodily injury; property damage including loss of use of damaged property; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and clean-up costs. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.
11. Additional Requirements. For Commercial General Liability, the policy must provide the following:
1. Liability assumed under an Insured Contract;
  2. A severability of interests (separation of insureds/cross liability) provision;
  3. A provision that coverage is primary;
  4. A provision that coverage is non-contributory with other coverage or self-insurance maintained by the City;
  5. For claims-made coverages:
    - (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.
  6. 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 occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

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per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.



## City and County of Denver Contractor Certificate of Insurance

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

**Note the Additional Insured special instructions below**

**Contractor's Legal Name** →

**Types of insurance required in contract** →

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

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

**Verify correct address & contact information** →

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

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

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

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

**DO NOT ATTACH ADDITIONAL INSURED ENDORSEMENTS OR POLICIES**

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

**SC-28 ON-CALL SPECIFIC CONTRACT FORMS**

The following listed and attached "Contract Forms" shall be detached and utilized in accordance with the Contract Documents.

1. Performance and Payment Bond
2. Performance and Payment Bond Surety Authorization.
3. On-Call Construction Proposal Request
4. Proposal Request Pricing Worksheet
5. Sub-Contractor Worksheet for Proposal Requests
6. On-Call Construction Services Work Order
7. On-Call Work Order Notice to Proceed
8. On-Call Construction Services Work Order Letter of Final Acceptance
9. On-Call Construction Services Work Order Change Request
10. Contractor's Certification of Payment Form and Certificate of Contract Release
11. Final/Partial Release and Certification of Payment (Sub-Contractor/Supplier)
12. Bond Rider

**ATTACHMENT 4**  
**ON-CALL SPECIFIC CONTRACT FORMS**

## **1. PERFORMANCE AND PAYMENT BOND**

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

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_,  
\_\_\_\_\_,  
a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_,  
hereafter referred to as the "Contractor", and \_\_\_\_\_,  
a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_,  
and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY  
AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the  
"City", in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful  
money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves  
and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

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

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

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

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

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

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

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

Attest:  
  
\_\_\_\_\_  
Secretary

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

By:\_\_\_\_\_  
**President**

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

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

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

APPROVED FOR THE CITY AND COUNTY  
DENVER

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

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

By:\_\_\_\_\_  
**EXECUTIVE DIRECTOR OF THE DEPARTMENT  
OF TRANSPORTATION AND INFRASTRUCTURE**



**2. PERFORMANCE AND PAYMENT BOND  
SURETY AUTHORIZATION**



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

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

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

RE: (Company name)

Contract No:  
Project Name:  
Contract Amount:  
Performance and Payment Bond No.:

SAMPLE

Dear Assistant City Attorney,

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

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

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

Thank you.

Sincerely,

### **3. ON-CALL CONSTRUCTION PROPOSAL REQUEST**



## ON-CALL CONSTRUCTION PROPOSAL REQUEST

**PROJECT NAME:** SAMPLE

**DATE ISSUED:** 03/25/2020

**BID DUE DATE:** Date @ Time AM/PM

**PRE-BID MEETING:** Date @ Time AM/PM - Location

**SITE VISIT:** Date @ Time AM/PM - Location

**Project Manager:** TBD

**Phone:** TBD

### QUESTIONS FROM BIDDERS

All questions must be submitted in writing to the Project Manager by 5:00 p.m. on **Date**, 2020. Printed or emailed Responses shall be emailed to **Email**@Denvergov.org or delivered to Department of Transportation & Infrastructure, Infrastructure Projects Management, Attn: Project Manager Noted Above, 201 W. Colfax, Dept 506, Denver, CO 80202.

### 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:

#### Work Description.

Contractor shall include the cost for all required permit fees in their bid. Permits will not be paid for separately but shall be included in the cost of the work. Please note that the Revocable Street Occupancy Permit (RSOP) will be "no-cost" because this is a City project.

Contractor will be required to haul dedicated loads (non-hazardous entire loads of waste) to the Denver Arapahoe Disposal Site (DADS) for disposal. The Contractor shall be responsible for the costs of transporting the loads and the City and County of Denver shall be responsible for payment of all fees associated with the disposal at DADS.

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.

### PROPOSAL REQUIREMENTS

The bid submission shall include the Proposal Request Pricing Worksheet and Project Schedule as outlined below. **Bids will be evaluated and awarded based on cost and schedule.** The Project Manager will confirm that all bids address the complete scope of work before awarding.

### **Project Cost Proposal**

The Cost Proposal shall be submitted using the *Proposal Request Pricing Worksheet*.

The Contractor shall provide a listing of all contractors anticipated to perform work, their MWBE status and dollar amount of the work to be awarded. This information will be noted on the *Proposal Request Pricing Worksheet* and the *Subcontractor Worksheet for Proposal Requests*.

### **Project Schedule**

This construction work order will have a maximum duration of **90** calendar days. Provide durations of all activities, lead times for material not readily available, breakout of project phasing (if required) and enough detail

City and County of Denver Department of Transportation & Infrastructure  
IPM-Transportation  
201 W Colfax Ave | Denver, CO 80202  
[www.denvergov.org/doti](http://www.denvergov.org/doti)  
Phone: 720-913-1311



to illustrate the plan to successfully execute the project. Should the Contractor fail to complete the Project within the Contract Time allotted, the Contractor shall become liable for liquidated damages at a rate of \$500 for each consecutive calendar day that expires after the time specified for completion of the project until the Work is complete.

### **Bid Submittal**

Email bids in PDF format to City and County of Denver Project Manager by the due date noted above.

### **DOCUMENTS AND BID INFORMATION AVAILABLE**

The bid documents, consisting of Proposal Request Pricing Worksheet, Specifications and Drawings are being distributed as PDFs attached to the email containing this Proposal Request. The PDF file(s) are titled, **Bid Documents**. Please contact the Project Manager if you have any issues viewing the documents.

### **MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION**

Contractors shall comply with their respective On-Call 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.

As its best interest may appear, the City and County of Denver reserves the right to reject any or all bids, and to waive informalities in bids. If you have any questions related to this Construction On-Call Proposal Request, please contact the Project Manager whose contact information is listed above. Your interest in assisting with this project is greatly appreciated.

#### **4. PROPOSAL REQUEST PRICING WORKSHEET**



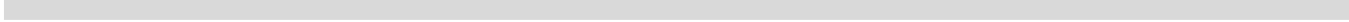
**5. SUB-CONTRACTOR WORKSHEET FOR PROPOSAL REQUESTS**





**SUBCONTRACTOR WORKSHEET FOR PROPOSAL REQUESTS**

CITY & COUNTY OF DENVER  
 DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE  
 201 W. COLFAX AVE., DEPT. 506 DENVER, CO 80202



**CONTRACTOR:**  
**MASTER CONTRACT NO.:**  
**PROJECT NAME:**  
**PROPOSAL REQUEST NO:**

**DATE:**



**SUBCONTRACTOR NAME:**

| NO.              | ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE BID | TOTAL COST  |
|------------------|----------|-------------|----------|------|----------------|-------------|
| 1                |          |             |          |      | \$0.00         | \$ -        |
| 2                |          |             |          |      | \$0.00         | \$ -        |
| 3                |          |             |          |      | \$0.00         | \$ -        |
| 4                |          |             |          |      | \$0.00         | \$ -        |
| 5                |          |             |          |      | \$0.00         | \$ -        |
| 6                |          |             |          |      | \$0.00         | \$ -        |
| 7                |          |             |          |      | \$0.00         | \$ -        |
| 8                |          |             |          |      | \$0.00         | \$ -        |
| 9                |          |             |          |      | \$0.00         | \$ -        |
| 10               |          |             |          |      | \$0.00         | \$ -        |
| 11               |          |             |          |      | \$0.00         | \$ -        |
| 12               |          |             |          |      | \$0.00         | \$ -        |
| 13               |          |             |          |      | \$0.00         | \$ -        |
| 14               |          |             |          |      | \$0.00         | \$ -        |
| 15               |          |             |          |      | \$0.00         | \$ -        |
| 16               |          |             |          |      | \$0.00         | \$ -        |
| 17               |          |             |          |      | \$0.00         | \$ -        |
| 18               |          |             |          |      | \$0.00         | \$ -        |
| 19               |          |             |          |      | \$0.00         | \$ -        |
| <b>SUBTOTAL:</b> |          |             |          |      |                | <b>\$ -</b> |

## **6. ON-CALL CONSTRUCTION SERVICES WORK ORDER**



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



**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 to enter a date.  
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.  
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.

Sincerely,

---

Group Manager  
Click or tap here to enter text.

Distribution: DSBO, Prevailing Wage, DOTI Contracts,

Reviewed by: On-Call Contract Manager \_\_\_\_\_ Project Manager \_\_\_\_\_ Supervisor \_\_\_\_\_

**8. ON-CALL CONSTRUCTION SERVICES WORK ORDER LETTER OF FINAL ACCEPTANCE**



**On-Call Construction Services  
Work Order Letter of Final Acceptance**

<<ReqDate>>

<<SupplierNM>>

Attn:<<SupplierCont>>

<<SupplierSt>>

<<SupplierCtyZip>>

Re:      Master Contract Alfresco No.: <<Contract>>  
          Master On-Call Contract Expiration Date: <<Expiration>>  
          Master On-Call Contract Name: <<ContractNM>>  
          Work Order No.: <<TO/WO>>  
          Work Order Name: <<ProjectName>>  
          Work Order Alfresco No.: <<Alfresco>>

Dear <<SupplierCont>>:

Please be advised that final inspection of the work on the project referenced above was conducted on <<FinalInspDt>>. 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 substantial completion.

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,

Eulois Cleckley  
Executive Director of Transportation & Infrastructure

---

Lesley B. Thomas  
City Engineer  
Deputy Director Department of Transportation & Infrastructure

cc: [prevailingwage@denvergov.org](mailto:prevailingwage@denvergov.org), [dsbo@denvergov.org](mailto:dsbo@denvergov.org), [PWContracts@denvergov.org](mailto:PWContracts@denvergov.org), <<PMEmail>>.

Prepared by: On-Call Contract Manager \_\_\_\_\_ through: Project Manager \_\_\_\_\_ through: Supervisor \_\_\_\_\_

**9. ON-CALL CONSTRUCTION SERVICES WORK ORDER CHANGE REQUEST**





**10. CONTRACTOR'S CERTIFICATION OF PAYMENT  
FORM AND 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](mailto: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](http://www.denvergov.org/doti)

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

**11. FINAL/PARTIAL RELEASE AND CERTIFICATION OF  
PAYMENT  
(SUB-CONTRACTOR/SUPPLIER)**

**DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF COLORADO ) SS.

CITY OF \_\_\_\_\_ )

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

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

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

Notary Public/Commissioner of Oaths

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

My Commission Expires: \_\_\_\_\_

## **12. CHANGE RIDER**



ON-CALL 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:

- INCREASE BOND PENALTY       CHANGE THE NAME OF PRINCIPAL
- DECREASE BOND PENALTY       CHANGE THE ADDRESS OF THE PRINCIPAL
- CHANGE THE EFFECTIVE DATE       CHANGE THE EXPIRATION DATE
- 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

\_\_\_\_\_  
(witness)

By: \_\_\_\_\_  
(Attorney-in-Fact) (Seal)

ACCEPTED BY OBLIGEE

\_\_\_\_\_  
(witness)

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



**Exhibit G**  
Performance and  
Payment Bond

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

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Graham Contracting Ltd.,

13555 SE 36<sup>th</sup> Street, Ste. 120, Bellevue, WA 98006

a corporation organized and existing under and by virtue of the laws of the State of Washington, hereafter referred to as the "Contractor", and Travelers Casualty and Surety Company of America, a corporation organized and existing under and by virtue of the laws of the State of Connecticut and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", in the penal sum of 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. 202055389 - On-Call Civil 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 30th day of July 2020.

Attest:

Barrett Seiu  
Secretary Witness

Graham Contracting Ltd.  
Contractor

By: [Signature]  
~~President~~ Secretary

Travelers Casualty and Surety Company of America

Surety  
By: [Signature]  
Peter Blaskovits, Attorney in Fact

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

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

By: [Signature]  
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY  
DENVER

By: [Signature]  
MAYOR

By: [Signature]  
EXECUTIVE DIRECTOR OF THE DEPARTMENT  
OF TRANSPORTATION AND INFRASTRUCTURE



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

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Peter Blaskovits of Calgary, Alberta, Canada**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February, 2017**.



State of Connecticut

City of Hartford ss.

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

*Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the **3rd day of February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2021**



*Marie C. Tetreault*  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 30th day of July, 2020



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**





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

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Peter Blaskovits of Calgary, Alberta, Canada**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

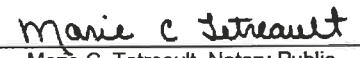
By:   
 Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



  
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **30th** day of **July**, 2020



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



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

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

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

RE: Graham Contracting Ltd.

Contract No: 202055389  
Project Name: On-Call Civil Construction Services  
Contract Amount: TBD  
Performance and Payment Bond No.: 106873598

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through Travelers Casualty and Surety Company of America, on July 31, 2020.

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 647-821-8172.

Thank you.

Sincerely,

Peter Blaskovits



# **Exhibit H**

## Hourly Rates



## Tab 7 – Pricing

### Hourly Billing Rates

Graham has included our hourly billing rates in the table below.

| <b>Position</b>                                     | <b>Billable Rate</b> |
|-----------------------------------------------------|----------------------|
| General Civil Contractor Project Manager            | \$ 190.00            |
| General Civil Contractor Superintendent             | \$ 180.00            |
| On-site General Civil Contractor Supervision        | \$ 160.00            |
| Estimating/Pricing Services per the Sample Contract | \$ 175.00            |
| Clerical Services                                   | \$ 70.00             |
| Financial Accounting Services                       | \$ 110.00            |