

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

CONTRACT NO. 202579672

Sidewalk Program Integrated Construction Services

CONTRACT

THIS CONTRACT (this “Contract” or “Agreement”) is made and entered into as of the Effective Date (as hereinafter defined) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”), and **SEMA CONSTRUCTION, INC.**, a Colorado corporation, with its principal place of business located at 7353 S. Eagle Street, Englewood, CO 80112 (the “**Contractor**” and referred to herein, together with the City, as the “**Parties**” or each individually as a “**Party**”).

RECITALS

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

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

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

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

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

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

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

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

AGREEMENT

1.0 DEFINITIONS AND FORMAT

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

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

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

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

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

1.3 Construction Management Fee. As used herein, the “**Construction Management Fee**” or “**CM Fee**” shall mean the fixed percentage applied to the Direct Cost only. The Construction Management Fee includes all Contractor overhead and profit. The Construction Management Fee is Ten and One-Half percent (10.5%) of the Direct Cost of the Construction Services for the Type 2 Work Order (excluding Bond Cost). The Construction Management Fee is only relevant to Construction Services Type 2 Work Orders and does not apply to any Type 1 Task Orders or any Prime Contractor Construction Type 3 Work Orders. The Construction Management Fee will cover ALL the Contractor’s efforts to deliver Construction Management Services for each Type 2 Work Order.

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

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

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

- a) The **Task Order Maximum** for each Professional Services Task Order (Type 1) will be a negotiated not to exceed amount calculated using negotiated estimates of hours and units required to complete the work at the hourly and unit rates proposed by Contractor and attached as **Exhibit C**.
- b) The **Work Order Maximum** is the “**Total Amount**” for each Construction Services Work Order (Type 2), to be determined by applying the following formula:

$$\text{Direct Cost} + \text{Construction Management Fee} + \text{Bond Cost} = \text{Total Amount}$$
- c) The **Work Order Maximum** is the “**Total Amount**” for any Prime Contractor Construction Work Orders (Type 3), to be determined by applying the following formula:

$$\text{Direct Cost} + \text{Bond Cost} = \text{Total Amount}$$

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

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

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

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

2.0 PROFESSIONAL SERVICES

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

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

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

Contractor will provide all Construction Management Services required to satisfactorily complete each Work Order including subcontractor management and subcontract administration and oversight.

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

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

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

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

2.1.7 Key Personnel – General Requirements.

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

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

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

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

3.0 [INTENTIONALLY OMMITTED]

4.0 PROJECT DELIVERY

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

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

4.3 Pricing Proposal.

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

rates for Professional Services are fixed rates which will not be adjusted during the Term of this Agreement.

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

Low Bid: Bids will be opened in the presence of the City Program Manager to ensure selection of the lowest responsive bidder based on qualifications and responsiveness.

Best Value: If the City approves a Best Value selection approach, the City Program Manager may approve or permit a Best Value selection method in compliance with the procedures established or approved by the City Program Manager in lieu of selection of the lowest qualified bidder.

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

to measure progress and establish payment for the Construction Work during a particular pay period.

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

4.4 Work/Task Order Review and Execution.

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

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

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

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

4.5.1 Application of General Conditions to Each Work Order. The City and County of Denver Standard Specifications for Construction General Contract Conditions, 2011 Edition (General Conditions) shall apply to this Contract as if incorporated separately for the Work of each Work Order issued hereunder as modified by the terms of this Contract and as

supplemented by the following: Given that all Work will be authorized by Work Order issued in accordance with the terms and conditions set forth herein, certain provisions, terms and conditions included in the General Contract Conditions either will not apply or will apply on a Work Order by Work Order basis rather than an overall Contract basis. Any variance to the applicability of the General Conditions shall be requested by the Contractor for approval by the City Program Manager. Unless otherwise specified or clearly inapplicable from the context of a given provision, each and every General Contract Condition contained or referenced in the Contract Documents shall apply to and control all Work performed hereunder on a Work Order by Work Order basis.

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

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

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

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

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

at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

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

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

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

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

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

4.5.3.8 Business Automobile Liability. Contractor shall maintain minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used

in performing services under this Agreement. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

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

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

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

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

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

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

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

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

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

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

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

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

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

As used herein, a “**Change Order Fee**” shall mean the fixed percentage applied to the Direct Cost of the Work associated with any Change Order to an outstanding Type 2 Work Order approved and signed by the City Program Manager. The Change Order Fee includes all Contractor overhead and profit. The Change Order Fee is Ten and One-Half percent (10.5%) of the Direct Cost of the Construction Services included in an approved Change

Order for the outstanding Type 2 Work Order (excluding Bond Cost). Deductive Change Orders will result in a decrease to the Construction Management Fee. **Notwithstanding the foregoing, with regard to any Work Order for which the Contractor provided Preconstruction Services under this Agreement, if the City determines that the Change Order request includes work that, in the exercise of reasonable care and diligence by the Contractor, should have been identified, resolved, or anticipated by the Contractor during the Preconstruction Services phase, the City shall have the right, at its discretion, to reduce or eliminate the Construction Management Fee and/or the Change Order Fee otherwise applicable to the work covered by the Change Order.**

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

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

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

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

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

amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement or change order properly executed by the parties.

General Contract Conditions (incorporated by reference, Index attached)

RFP (incorporated herein by reference)

Contractor's RFP Response (incorporated herein by reference)

Exhibit A – Scope of Work Descriptions

Exhibit B – [Intentionally Omitted]

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

Exhibit D – INTENTIONALLY OMITTED

Exhibit E – List of Key Personnel

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

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

Exhibit H – INTENTIONALLY OMITTED

Exhibit I – Task/Work Order Form(s)

Exhibit J - Performance and Payment Bond

Exhibit K – Bond Rider

Exhibit L – Certificate of Insurance

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

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

Exhibit O - Work Order Substantial Completion Notice Form

Exhibit P – Work Order Final Acceptance Notice Form

Exhibit Q –Certificate of Contract Release

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

Exhibit S – Contractor's Certification of Payment Form

Exhibit T – Rules and Regulations Regarding Equal Opportunity

Exhibit U – Prevailing Wage Rates

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

1. this Agreement (including all Exhibits referenced herein);
2. each fully executed Work/Task Order;
3. the General Contract Conditions;
4. the RFP; and
5. the Contractor's Proposal.

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

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

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

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

City and County of Denver:

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

Building & Fire Codes:

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

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

Other:

DOTI Division One Specifications

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

ADAAG

ANSI A117.1

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

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

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

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

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

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

5.6.3 [Reserved]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.0 RELATIONSHIP OF THE PARTIES; REPRESENTATIVES

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

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

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

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

7.0 COORDINATION AND COOPERATION

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

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

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

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

8.0 COMPENSATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.5 Maximum Contract Amount. Notwithstanding any other provision of this Contract, the City's maximum payment obligation as a result of this Contract will not exceed **FIFTY MILLION and NO/100 Dollars (\$50,000,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed beyond those properly authorized by executed Task/Work Orders are performed at Contractor's risk and without authorization under the Agreement.

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

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

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

10.0 ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.8 Conflict of Interest. The parties agree that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and the City further agrees not to hire or contract for services with any official, officer or employee of the City or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.9 and 1.2.12.

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

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

11.0 Proprietary or Confidential Information.

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

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

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

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

11.4 Professional Obligations.

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

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

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

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

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

If to the Contractor: SEMA Construction, Inc.
7353 S Eagle Street
Englewood, CO 80112

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

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

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

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

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

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

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

[SIGNATURE PAGES FOLLOW]

Contract Control Number:
Contractor Name:

DOTI-202579672-00
SEMA CONSTRUCTION, INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By:

REGISTERED AND COUNTERSIGNED:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202579672-00
SEMA CONSTRUCTION, INC.

By:

Signed by:

Steve C Mills

119C765ADD6D47A...

Steve C Mills

Name: _____
(please print)

Corp. V.P., Contracts

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A
Scope of Work Descriptions

Scope of Work

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

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

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

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

Exhibit 1: Preconstruction Services

Definition:

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

Scope Elements:

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

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

Exhibit 2: Construction Procurement Services

Definition:

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

Scope Elements:

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

Exhibit 3: Construction Services

Definition:

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

Scope Elements:

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

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

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

Exhibit 4: Construction Management Services

Definition:

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

Scope Elements:

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



PROPOSED TEAM QUALIFICATIONS

SEMA's team members have extensive experience in delivering multiple-package projects under a single contract. SEMA currently holds DOTI on-call contracts and is trusted to deliver some of the largest projects and programs with DOTI. Our portfolio of work includes projects with overlapping scopes, coordination between various disciplines/stakeholders, and integration of multiple work packages. For example, we are currently finalizing the final of four construction packages for Arvada's 72nd Ave Expansion CM/GC project. Proposed **Integrated Construction Program Manager (ICPM)**,

Joe Haberl, PE has worked extensively each construction package and will bring his hands-on expertise to DOTI's Sidewalk Program Inegrated Construction (IC) as well. We additionally bring team members such as **Ken Grossman, Project Superintendent**, and **Mark Brooks, PE, Estimator**, who have worked on numerous sidewalk projects in their 30+ years working together at SEMA Construction, including DOTI's 39th Ave. Greenway Park Hill and Community Bike Networks - both completed alongside Joe. Joe, Ken, Mark, and the remaining members of our team all bring extensive relevant

experience in projects of this type, with specific expertise in sidewalk and public-facing worksopes. We have also engaged subject matter experts for project aspects that would benefit from subject-matter expertise and coordination. These experts include **Kevin Ritter with Service First Permits** (permitting), **Nora Neureiter with OV** (public engagement), **Jillian Mauer with Pinyon Environmental** (environmental consulting), **Courtney Wallace with Horrocks** (ROW), **Rick Muntean, PLS, with 105 West** (surveying), and **Jess Hastings, Mark Guikema, PE, and Michael Romero, PE, with Benesch**

(railroad coordination, inspection/testing, and design review, respectively). Leveraging our team's experience and specialized subject matter experts, we will streamline communication, track project controls, mitigate risks early, and ensure that each individual package is delivered successfully. SEMA's qualifications for providing preconstruction, construction procurement, construction services for sidewalks, and construction management for DOTI's Sidewalk Program IC projects are included below. Our approach is detailed further on pages 10 through 22 in Section 5. Approach to Scope of Services.



Preconstruction Services:

SEMA's approach to collaborative project delivery is shaped by over \$3.3B in alternative delivery projects (CM/GC, CMAR, Design-Build, and Progressive Design-Build) Our success is grounded in our ability to provide a fully committed project team and integrate our proven processes.

The preconstruction process on this project will be led by **Joe Haberl, PE, ICPM** and **Mark Brooks, PE, Estimator** and begins with an in-depth collaboration to ensure a comprehensive understanding of all project goals. We begin with a project kickoff that engages the entire project team and initiates the process for thorough planning that guarantees smooth transitions from preconstruction start to construction finish. We will integrate SEMA's multi-step, risk reducing preconstruction process with design milestones established in collaboration with DOTI and the selected City Program Management Team (CPMT). We will then tailor a series of objectives, tasks, and workshops for each milestone to maximize project goals and vital elements such as constructabilty, risk, innovation, schedule, and transparent pricing. We have historically saved projects between 10-30% through innovations and VE alternatives identified during preconstruction. Our dedicated construction experts are committed to innovating through design, constructability, and material selection to ensure DOTI and the public taxpayers are receiving as much value as possible with the dollars spent.



Joe (left) and Mark (right) are pivotal in shepherding SEMA projects through preconstruction.

The Sidewalk Program IC projects are unique because they're not a single project and thus development of the final approach will also need to be unique. Our team is strengthened through key resources such as **Mark Brooks, PE**, who will leverage his 36+ years of estimating experience to help establish and develop this process for systematic approaches to establish and maintain project costs and controls. Mark not only brings an unparalleled depth of experience to his projects but also developed SEMA's entire preconstruction process and bids over \$1B of work in the Rocky Mountain area market annually, giving him an innate understanding of the market and ability to ensure competitive pricing for each project package. Mark, Joe, and the SEMA team will work closely with DOTI to align our preconstruction process with City expectations and the IC packages to ensure success.

Preconstruction Communication - For every project there will need to be a level of communication and coordination amongst the stakeholders, DOTI, HNTB, and the SEMA team. Our proposed team has experience with these types of multi-discipline projects and will leverage that experience to craft a project plan that encompasses a program approach to communication. Weekly meetings with the project management team will be the main touchpoint for team coordination. However, individual projects will have their own project coordination with communication flowing up to weekly meetings.

SEMA's fully detailed Preconstruction Approach can be found in Section 5. Approach to Scope of Services.



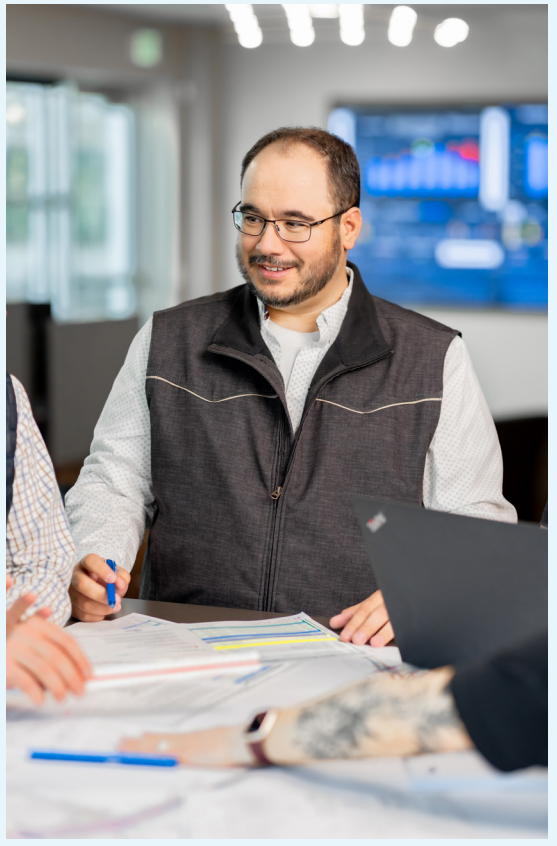
Construction Procurement Services:

SEMA has extensive experience managing large program projects, involving multiple sites, similar to this one. Currently, we are working on a CM/GC project with the Hualapai Tribe, which includes 30 different projects within the town of Peach Springs, totaling more than \$600M. These projects range from roadway rehabilitation and sidewalk improvements to administrative buildings and large pipeline conveyance projects. As part of this project, we have planned procurement services and solicitation packages for various subcontractors and vendors, covering a wide range of scopes, from recreation skate park flatwork to vertical building services.

This requires a deep understanding of how to structure logistical work packages that will appeal to the local and regional contracting market as well as significant outreach to the community about upcoming work. For the Hualapai's projects, we have extensively engaged with the local tribal community to promote interest from tribal contractors and the Haulapai tribe labor pool. In addition to this project, SEMA has extensive experience as one of the largest contractors in the state of Colorado, with procurement services and a long history of working in this community. As a DOTI on-call contractor for over 34 years, we have a deep bench of contractors and subcontractors we can tap into for expertise during the planning phase as well as solicitation on various sidewalk packages.

SEMA has performed more than \$3B in CMGC, CMAR, and PDB contracts. Each of these projects required procurement and solicitation outreach to secure qualified quotes from subcontractors or competitive bids from contractors to benchmark our self-perform pricing. Through this experience, we have refined our process for outreach, pre-qualification, and quote analysis for subcontractors, vendors, and prime contractors bidding on these work packages. Our team will work with DOTI to ensure that the best and most qualified contractors are bidding on this work. This includes best value or shortlisting mechanisms that score and evaluate contractors based on their availability, safety history, cost competitiveness, and ability to consistently meet project schedules. We evaluate these responses and make recommendations to the City based on contractors we feel are best suited for the work.

In addition to the alternative delivery work described above, SEMA competitively bids on over \$3B in infrastructure projects annually. As a result, we have a large network of contractors and subcontractors to utilize. More importantly, we have seen many different bid packages and best-value solicitations for Departments of Transportation (DOTs) and municipalities across the country, allowing us to tailor our process to ensure optimal participation and input from the local contracting community.



Project Scheduler Addison Halverson delivers award-winning projects within budget and schedule parameters.



Construction Services for Sidewalks:

SEMA has extensive experience self-performing this type of work as well as managing these types of projects. That is important on an IC project where the City needs feedback on schedule, constructibility, and pricing. Hiring a contractor who performs this work and has managed this type of work is very important because of the expertise and understanding it takes when evaluating work scopes to minimize disruptions within the City as well as creating work packages that make logistical sense for bidding.

SEMA has successfully completed similar sidewalk/bike/ped improvements projects for the City as part of our on-call. This includes the Community Bike Networks (B&C) project, which included over 30 different sites throughout the City where logistical elements such as business coordination/impacts, traffic closures, and utility coordination needed to be carefully planned to minimize disruptions to the local businesses and residents.

SEMA self-performs the major work elements such as removals, grading and fine grading, sub-grade preparation, and flat work paving. Additionally, we self-perform utility infrastructure such as inlets, water and sewer lines, and services. This not only makes us experts in this work, but it also allows us to provide schedule and cost certainty for the project since we perform these work scopes every day. Additionally, we step in for any underperforming contractor or subcontractor on Type 2 or 3 contracts if they are deemed unresponsive. This enables SEMA to ensure adherence to the project timeline.



SEMA laborers self-performing at DOTI Red Rocks Pedestrian Bridge Project



Construction Management:

SEMA's proven construction management approach is based on nearly 35 years of evolution and experience in Colorado, and an unparalleled understanding of the local environment and construction conditions. Above and beyond our understanding of Colorado construction and working with DOTI extensively, we bring the following construction management resources and capabilities to the project. SEMA's proposed team is built for a project of this scope, with past experiences that allow team members to bring their own unique expertise and capabilities to the construction management of Sidewalks Program IC projects. For example, **Ken Grossman, Project Superintendent**, has over 40 years of field experience, making him a boots-on-the-ground expert. Ken's background includes projects very similar to this one, including DOTI's 39th Ave. Greenway Park Hill Project and Community Bike Networks (B&C) Project, where working safely and successfully around homes and businesses were critical to achieving project objectives. With a background of field experience that includes this exact type of work, Ken, supported by the rest of SEMA's team, is uniquely qualified to execute the project with minimal impact to the traveling public and surrounding neighbors. We understand the implications of working in an urban environment where public perception and minimized impact is so important. For that reason, we implement solutions such as vibration monitoring and intensive hazmat and materials management to ensure our presence is felt as little as possible.

Self-Perform Capabilities - Our history of reliable, competitive pricing comes from annually bidding up to \$2.6B in the Colorado market and self-performing \$150-\$200M in Colorado every year. Our unsurpassed knowledge of construction market resources and costs, combined with our single-source responsibility, allows us to competitively bid and self-perform the work, effectively controlling all the elements that impact cost and schedule. This gives us the ability to maximize scope by providing innovation and cost savings throughout the life of the project. **Safety Management** - SEMA's safety program is the best in the business. With an EMR rating of 0.66, we are proud to be an industry-leading contractor in safety and to be known as one of the safest contractors in the country (an average rating is 1.0). This project will have a high rate of interaction with the public and working in close proximity to homes and businesses so having a contractor who's safety-focused is paramount. Our commitment to safety involves an all-encompassing approach to the protection of crews, pedestrians, vehicles, cyclists, and project-adjacent homes and businesses.

Quality Management - SEMA's approach to every project is grounded in a company culture that prioritizes quality in all that we do. We maintain quality as a core focus by incorporating it into every step of our construction management approach. Our team members participate in continuous training and we implement strict quality checks at every step, ensuring that we not only meet but exceed industry standards. Though every team member is responsible for quality control, Construction Manager and Constructability Expert, Mike Volosin, will lead these efforts, holding everyone accountable and ensuring that our high standards of excellence are maintained.

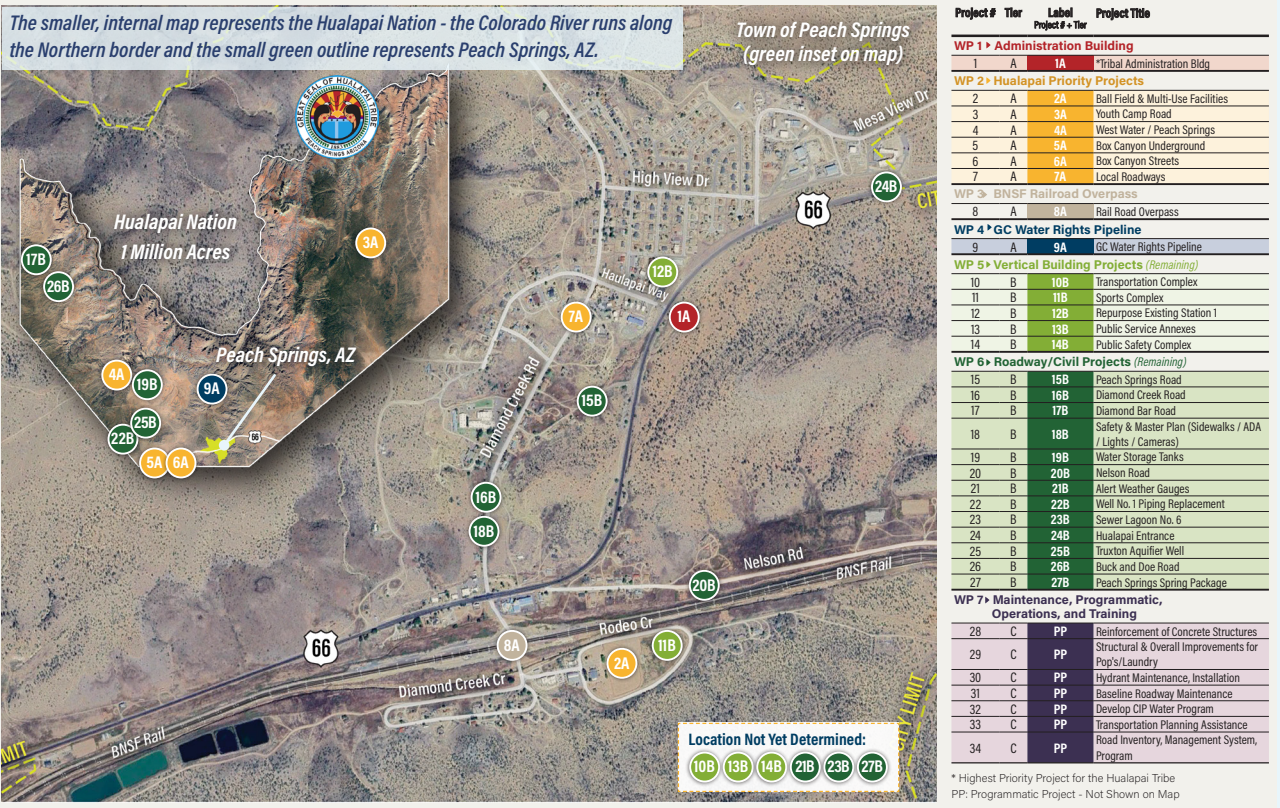
Schedule Management- Success on the Sidewalk Program IC Services projects will hinge upon the team's ability to manage each of the projects' milestones under the one master schedule – the integrated project schedule (IPS). At the onset of the project, SEMA will work closely with DOTI personnel to establish an overall project listing, which will sit at the top of the hierarchy with respect to the program's work breakdown structure (WBS). By coupling our standard IPS process with a tailored approach to the Sidewalks Program, our team will effectively track and control all aspects of the overall master schedule under one common umbrella for this program.

Management Tools/Controls - We utilize project tools and controls dashboards that play a central role in guiding our projects from start to finish. Established in the preconstruction phase, these tools create a structured framework for the three pillars of successful project delivery - budget, risk, and schedule. By setting these systems up early, we create a clear roadmap, allowing the team to monitor progress, respond swiftly to changes, and maintain consistent communication across all project phases. As construction progresses, these controls keep everyone aligned, enabling proactive adjustments and ensuring that the project stays on track, ultimately driving a smooth construction experience to successful outcomes.

Demonstrated Experience: Hualapai Tribe Projects Suite

SEMA has successfully managed this type of integrated construction services on past program management projects. For example, SEMA is currently implementing this same process on the Hualapai Tribe Suite of Projects – of which there are 34 in total across 1M acres in northwest Arizona at a total of over \$600M. The listing of the projects includes budget and schedule tracking within the Hualapai Program. The IPS for the Hualapai Program links directly to a SEMA project dashboard which shows the specifics not only pertaining to each project, but also links to modules associated with risk, innovation, and program budgets. This proprietary dashboard allows owners and project stakeholders to track metrics by program, project, or even down to the level of phasing within each project.

Hualapai Project Suite: Packaging and Geographical Area



Hualapai Project Dashboards

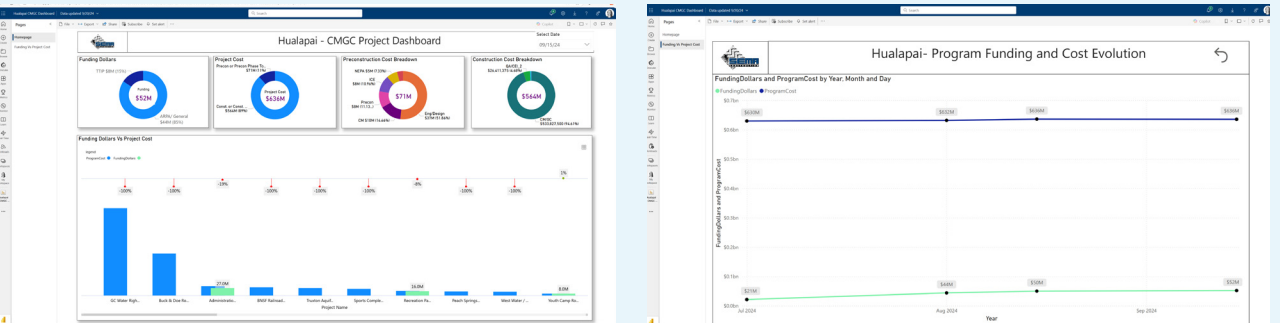


Exhibit B
[Intentionally Omitted]

Exhibit C
Fixed Contract Price
Percentages/ Professional
Services Rate Sheets



FIXED PERCENTAGE MARKUP FORM

FIXED CONTRACT PRICE PERCENTAGES

- Fixed Construction Management Services % - Indicate your proposed percentage markup to a FINAL APPROVED Work Order for your construction management services offered for each specific Type 2 Construction Work Order.
 - Fixed Construction Management Services Percentage 10.5%*
- Fixed Work Order Change Order % - Indicate your proposed percentage markup to a FINAL APPROVED Work Order change order for your construction management services to cover the increased Work Order scope & fee.
 - Fixed Work Order Change Order Percentage 10.5%*

*As clarified in Addendum 1, this fee covers home office overhead, profit and SEMA indirect personnel costs to administer and oversee Type 2 construction projects and does not include outside services such as railroad/utility coordination, quality assurance, and PI services. Those services would be covered under Type 1 contracts or as line items on each bid as required for each work order.

SECTION 2 PRICING PROPOSAL

Hourly Rates Form

Prime Professional Services

Prime Contractor: SEMA Construction, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal Project Mgr.	Project Executive	\$200
Project Mgr. IV	Integrated Construction Program Manager	\$165
Estimating Mgr. Civil	Estimator - Civil	\$190
Estimator Mgr. Struct.	Estimator - Structural	\$190
Document Mgr. II	Quality Control Manager	\$155
Snr. Constr. Mgr.	Construction Manager/Constructability Expert	\$165
Field Superintendent	Project Superintendent	\$145
Document Mgr. I	Scheduler	\$135
Admin. Suppt. Asst. III	Preconstruction MWBE Coordinator	\$105
Admin. Suppt. Asst. IV	Construction MWBE Utilization Coordinator	\$115
Risk Manager II	Safety Manager	\$135

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SECTION 2 PRICING PROPOSAL

Hourly Rates Form

Subconsultant Professional Services

Prime Contractor: Prime - SEMA Construction / Subconsultant - Benesch

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

Title/Classification	Responsibilities	Rate/Hr.
Admin Support Assistant IV	Administration Support	\$102.00
Chief Construction Representative	Field observation of construction activity compliance	\$150.00
Construction Manager	Field observation of construction activity compliance	\$130.00
Construction Representative	Field observation of construction activity compliance	\$118.00
Senior Construction Manager	Schedule review, constructability, QA Manager, MHT Review	\$225.00
Engineer II	Design, MHT development	\$118.00
Engineer III	Design, MHT development, SAQ Development	\$146.00
Engineer IV	Design, MHT development, SAQ Development	\$157.00
Engineer VI	Design, MHT development, SAQ Development, Variance Review	\$184.00
Engineer VIII	Scoping, Design Review, Variance, Program	\$218.00
Principal Project Manager	Contract Oversight and Support	\$265.00
Construction Inspector II	Field observation of construction activity compliance	\$90.00
Construction Senior Inspector Supervisor	Field observation of construction activity compliance, coordination of activities	\$155.00
Engineer Intern	Field observation of construction activity compliance	\$80.00

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SECTION 2

PRICING PROPOSAL



Hourly Rates Form

Subconsultant Professional Services

Subconsultant: _Horrocks, LLC_

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

Title/Classification	Responsibilities	Rate/Hr.
ROW Specialist II	Review and verify ownership via title report or vesting deed, Oversee negotiations, Ensure compliance with the Uniform Act, QA/QC of documents	\$197/hr
ROW Specialist I	Initiate contact with effected landowners, obtain permissions to enter Negotiate with landowners as needed for easements, document prep	\$169/hr

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SECTION 2 PRICING PROPOSAL



Hourly Rates Form

Subconsultant Professional Services

Subconsultant: 105 West, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Director of Survey/Mapping	Project Principal/Perform survey work and ROW work	\$180
Project Surveyor	Manage projects and day-to-day field operations and surveying	\$160
Survey Technician	Perform all types of surveying required for completion	\$130
Party Chief	Perform field work and coordination	\$120
Instrument Operator	Assist Party Chief in performing field work and coordination	\$90
Administrative	Perform administrative duties	\$95
Survey Crew (1-Man)	Perform field work and coordination	\$175
Survey Crew (2-Man)	Perform field work and coordination	\$210
Survey Manager	Manage projects, perform survey work and ROW work	\$175

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SECTION 2 PRICING PROPOSAL

Hourly Rates Form

Subconsultant Professional Services

Subconsultant: OV Consulting

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Title/Classification	Responsibilities	Rate/Hr.
Principal	Project Management, Transportation Management, Mobility Planning, Design, Strategic Outreach	\$230
Senior Project Manager	Project Management, Transportation & Urban Planning, Transportation Engineering	\$205
Project Manager	Project Management, Transportation & Urban Planning, Transportation Engineering	\$185
Senior Engineer	Transportation & Urban Engineering	\$190
Engineer II	Transportation & Urban Engineering	\$165
Engineer I	Transportation & Urban Engineering	\$140
Planning Manager	Transportation & Urban Planning, Management	\$185
Senior Planner	Transportation & Urban Planning	\$155
Planner II	Transportation & Urban Planning	\$140
Planner I	Transportation & Urban Planning	\$125
Planning Analyst	Transportation & Urban Planning Analysis	\$105
Outreach Manager	Communication and Outreach Management	\$185
Senior Outreach Specialist	Communication and Outreach	\$150
Outreach Specialist II	Communication and Outreach	\$135
Outreach Specialist I	Communication and Outreach	\$120

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SECTION 2 PRICING PROPOSAL



Hourly Rates Form

Outreach Analyst	Communication and Outreach	\$95
GIS Analyst	GIS, Data Review	\$105
Graphic Designer	Graphic design, meeting materials, web-based materials	\$105
CAD Technician	CAD Drafting	\$105
Clerical/Administrative	Word processing & administrative organization	\$85
Data Collection Technician	Collect field data	\$50
Intern	Varying support tasks	\$50

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SECTION 2 PRICING PROPOSAL



Hourly Rates Form

Subconsultant Professional Services

Subconsultant: Service First Permits, LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Sr. Permit Manager	Permit management oversight, overall strategy, and coordination.	\$195
Permit Manager	Day-to-day permit management coordination for full permit, inspection support, and close-out coverage.	\$165
Permit Coordinator	Perform permit submittals, issuance, and status tracking.	\$130

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SECTION 2 PRICING PROPOSAL



SUB TEAM MEMBERS

Sub: Pinyon Environmental, Inc.

List **ALL** potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Administrative Support Assistant I	General office duties such as answering phones, preparing correspondence and reports, scheduling and maintaining calendars of appointments, setting up meetings, making travel arrangements, taking meeting minutes, etc. High school graduate with office training and 0–2 years of experience.	\$84
Contract Administrator I	Manages basic contracts, overseeing compliance and documentation. Typically handles routine administrative tasks related to contract management under supervision.	\$116
Contract Administrator II	Coordinates and manages moderately complex contracts and changes, conducting negotiations and ensuring compliance with legal and financial regulations. May supervise Contract Administrators I and assist in drafting contractual agreements.	\$126
Project Controls Engineer I	Assists in the development and implementation of project control systems, including cost estimating, scheduling, and risk management. Typically supports Project Managers and Engineers in analyzing project performance and identifying areas for improvement.	\$137
Engineer I	Entry-level professional requiring Bachelor's Degree in Engineering and no experience, or the equivalent (to a degree) in appropriate education and experience. Works under close supervision; receives specific and detailed instructions for required tasks and results expected. Performs a variety of routine tasks, which provide experience and familiarity with engineering staff, methods, practices, and programs. Usually assumes no responsibility for direction of others.	\$163
Engineer II	Continuing developmental level, performs standard engineering work requiring application of standard techniques and procedures. Limited exercise of judgment required when less common methods or procedures are necessary. Assignments may include higher-level work for training/developmental purposes. Supervisor screens assignments for unusual complexities and selects non-routine techniques and procedures to be applied. Receives close supervision on new aspects of assignments. Using prescribed methods, performs specific and limited segments of an experienced include higher-level work for training/development. Minimum of 1-year at preceding level required, or an MS degree	\$179
Engineer III	Independently evaluates, selects, and applies standard engineering techniques and procedures while using judgment when making minor adaptations and modifications. Assignments have clear and specific objectives and require investigation of limited number of variables. Receives instructions on specific assignment objectives, complex features, and possible solutions. Assistance given for unusual problems and normally reviewed for application of sound professional judgment. Performs work involving conventional plans, investigations, surveys, structures, or equipment with relatively few complex features for which there are few precedents. May be assisted by engineers or include higher-level work for	\$210

Exhibit D
[Intentionally Omitted]

Exhibit E
List of Key Personnel



ORGANIZATIONAL CHART

SEMA's integrated construction management approach promotes cross-over participation of preconstruction and construction personnel in all phases of project development to ensure continuity in personnel and project approach commitments. Our organizational chart is structured to support the project and meet the specific needs of DOTI. We leverage the diverse expertise of our team members, empowering them to make informed and effective decisions with independence and autonomy. This collaborative approach ensures that each aspect of the project benefits from specialized knowledge, fostering innovation and efficiency while also reducing risk during construction. By prioritizing individual strengths and clear communication, we create a dynamic and responsive team. Our team members are dedicated to DOTI's Sidewalk Program for 100% of the commitment required by their respective roles.

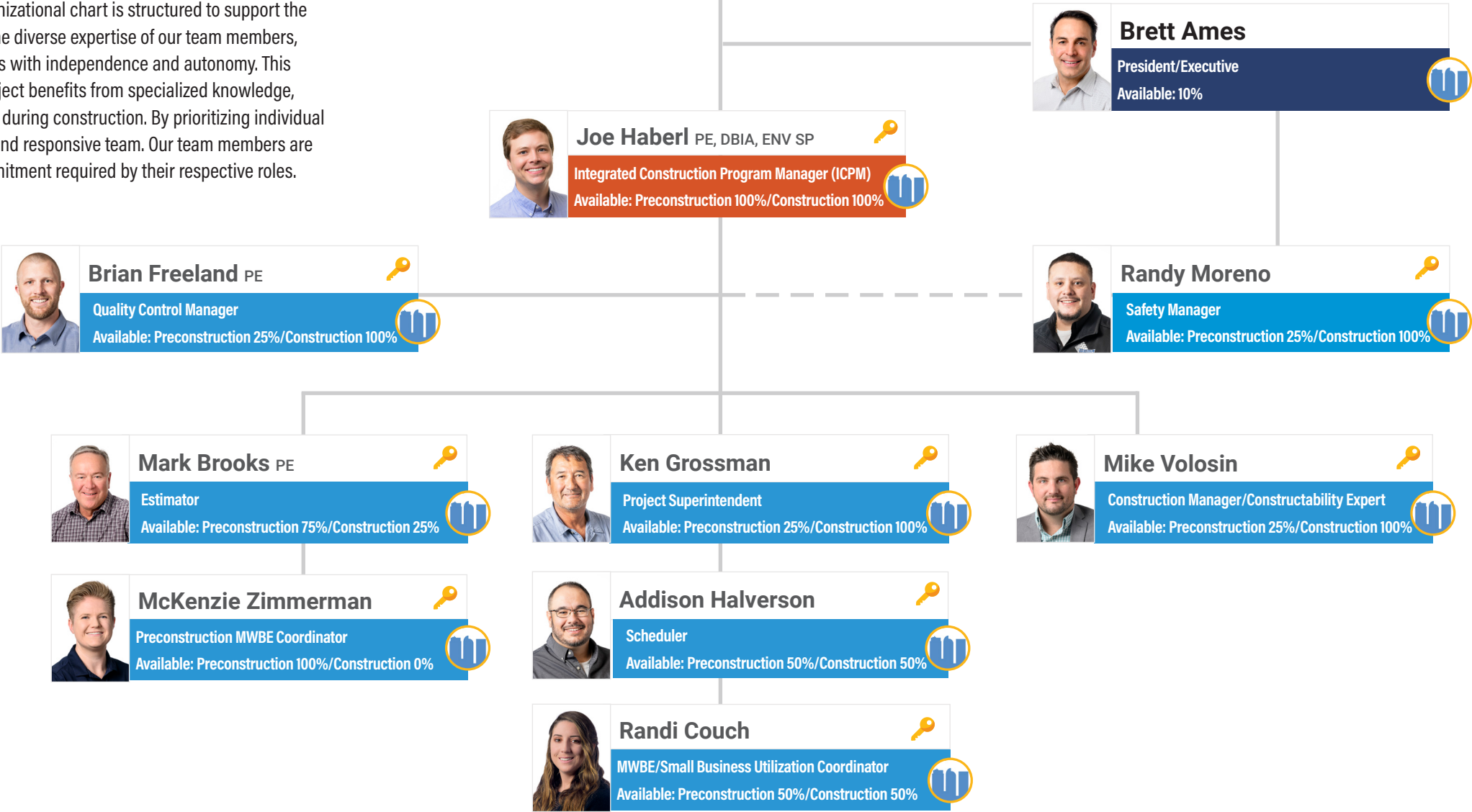


Photo courtesy of the National Western Center

SFP partnered with Jacobs Engineering to serve the Mayor's Office of the National Western Center as the Program Managers responsible for redevelopment of the historic stock show campus. SFP integrated with the City's program management team to develop a permitting strategy that supported the aggressive construction timeline. By collaborating with the City agencies, SFP developed a basis of design strategy that allowed the project to be fast tracked by two years while still meeting the requirements of the city's regulatory agencies. With the strategy in place, SFP went on to perform all permit submittals, tracking, and close out support across the program. SFP's partnership on this program from strategy through delivery has supported the City to successfully meet the ambitious goal of continuing to host the annual stock show event through the seven year construction process.

DENVER

TRANSPORTATION & INFRASTRUCTURE



- KEY TEAM MEMBER**
Resume included in Appendix
- LOCAL PROFESSIONALS**
All team members are located in the Denver Metro Area
- VALUE-ADDED EXPERTS**
Resume included in Appendix

- PROJECT CONSULTANT/
SUBJECT MATTER EXPERTS**
- Benesch
 - Horrocks
 - Service First Permits
 - Pinyon Environmental
 - OV Consulting
 - 105 West Incorporated

PROJECT CONSULTANTS/SUBJECT MATTER EXPERTS

Courtney Wallace SR/WAY-TN ROW Horrocks	Kevin Ritter Permitting Coordinator Service First Permits	Michael Romero PE Design Review Benesch	Jess Hastings Railroad Coordination Benesch
Nora Neureiter PI/Public Outreach Support OV Consulting	Jillian Mauer Environmental Support Pinyon Environmental	Rick Muntean PLS Survey Lead 105 West Incorporated	Mark Guikema PE Inspection and Testing Benesch

SECTION 3

TEAM KEY PERSONNEL



JOE HABERL

PE, DBIA, ENV SP

INTEGRATED CONSTRUCTION PROGRAM MANAGER (ICPM)

ROLE & RESPONSIBILITIES

Joe's experience is shaped by over 14 years working in both construction and design. Over the course of his career, he has served as a Construction Project Manager, Civil Design Project Manager, and Preconstruction Manager on design-bid-build and alternative delivery projects with a total value of nearly \$750M. Joe's unique combination of construction and design experience allows him to facilitate a systems-level approach on projects to mitigate risk, drive innovation, and accelerate the schedule. His project proven communication style and attention to detail combined with his quality control and document management skills maximize project value for the owner.

Joe will provide project management oversight on all aspects of the project from start to finish, ensuring that it is delivered on time, within budget, and at the highest quality standards. As the single point of contact, he will ensure clear communication and collaboration among all stakeholders. During preconstruction Joe will participate in design coordination meetings, helping to identify cost and schedule savings early. Joe will also develop detailed project plans that address risks, innovations, and opportunities, ultimately driving problem-solving and ensuring that the project progresses smoothly. He will oversee the transition from preconstruction to active construction, facilitating a smooth and successful project delivery.

RELEVANT PAST EXPERIENCE

DOTI: 5280 TRAIL ACOMA STREET SEGMENT CM/GC

\$5.8M / Denver, CO

- The project includes the development of a two-block segment of the 5280 Trail on Acoma from 10th to 12th Ave. It connects and provides safe passage between neighborhood destinations and open spaces, and provides additional public space for arts, culture, and economic activation. Envisioned as a green extension of the art museum plaza, it provides the neighborhood with a central park space for recreation, relaxation, and community events. As the Scope/Quality Control/Traffic Phasing Manager, Joe works directly with DOTI during preconstruction to ensure that scope, schedule, and budget are effectively balanced and communicated to deliver on the project goals. Joe leads contractor design reviews and traffic phasing in addition to providing critical input in all design, risk, innovation, phasing, and pricing workshops. Joe collaborates with SEMA's discipline experts as well as specialty trade partners to integrate and effectively communicate plan and specification refinements that optimize plan quality, constructability, budget, and schedule.

CITY OF FORT COLLINS: LAPORTE AVE. PHASES I AND II CM/GC

\$7.7M / Fort Collins, CO

- These multimodal corridor improvement projects were delivered in two separate CM/GC procurements with a total of three construction packages. SEMA was successful in both procurements and preconstruction resulting in almost a mile of new pedestrian and bicycle infrastructure in front of Poudre High School and the replacement of two substandard bridges with reinforced concrete box culverts. Joe developed construction phasing in coordination with schools, businesses, and residents to both circumvent the academic calendar year and ensure multimodal access is maintained throughout construction.

DOTI: 39TH AVE. GREENWAY PARK HILL DESIGN-BUILD

\$91.1M / Denver, CO

- This project added vital drainage infrastructure to the Cole and Clayton neighborhoods while providing a new 12-acre recreational greenway along 39th Ave. between Franklin and Steele Streets. The project included 3 miles of improved roadways and 2.25 miles of multimodal facilities as

**14 Years of
Industry Experience**

**3 Years of Experience
at SEMA**

LICENSES & REGISTRATIONS:

- Licensed Professional Engineer (PE)
- Design-Build Institute of America Professional (DBIA)
- Envision Sustainability Professional (ENV SP)

EDUCATION:

- BS, Civil Engineering, Michigan State University

AVAILABILITY

Preconstruction 100%
Construction 100%

SECTION 3

TEAM KEY PERSONNEL

**JOE HABERL PE, DBIA, ENV SP**

INTEGRATED CONSTRUCTION PROGRAM MANAGER

RELEVANT PAST EXPERIENCE (Continued)

well as Denver's first Shared Street. As the Deputy Design Manager, Joe's strategic thinking was essential to integrating the open channel greenway and Denver's first shared street within a dense urban corridor, a network of utility relocations and new amenities including five bridges, three plaza spaces, two nature play areas, and a community garden. The success of this project showcases his ability to lead a team in balancing functionality, aesthetics, and community needs.

CITY OF COLORADO SPRINGS: NEVADA AVE. & S. TEJON CORRIDOR IMPROVEMENTS CM/GC

\$8M / Colorado Springs, CO

- At a complex interchange just south of Downtown Colorado Springs, this project provided multimodal safety improvements as well as increased vehicular capacity of the corridor. The project incorporated traffic signal improvements at five intersections as well as wider sidewalks, a new pedestrian bridge, and enhanced protection and visibility for cyclists. As Project Manager, Joe was instrumental in developing the construction phasing plan that minimized impacts to the traveling public at this complex and busy interchange while simultaneously achieving vehicular capacity goals early in construction.



I appreciate Joe's comprehensive approach to the preconstruction process and his thorough evaluation of early concept plans. His proactive collaboration with the city and project team reflects his dedication to achieving project objectives and ensuring successful preconstruction services within the established budget and schedule."

Greg Cieciek, PLA, Community Designer,
DOTI Transportation Implementation Division



Pictured: DOTI 39th Ave. Greenway Park Hill Design-Build

RELEVANT EXPERIENCE SUMMARY**Icon Key:**

Sidewalk Component



Alternative Delivery



Quality Excellence



Public Outreach



Schedule/Budget Adherence



Innovative Solutions



Safety Excellence

Project Name	Location	Cost							
5280 Trail Acoma Street Segment CM/GC	Denver, CO	\$5.8M	✓	✓	✓	✓	✓	✓	✓
Laporte Ave. Phases I & II CM/GC	Fort Collins, CO	\$7.7M	✓	✓	✓	✓	✓	✓	✓
39th Ave. Greenway Park Hill Design-Build	Denver, CO	\$91.1M	✓	✓	✓	✓	✓	✓	✓
Nevada Ave. & S. Tejon Corridor Improvements CM/GC	Colorado Springs, CO	\$8M	✓	✓	✓	✓	✓	✓	✓
W. 72nd Ave. Expansion CM/GC	Arvada, CO	\$70.3M	✓	✓	✓	✓	✓	✓	✓
Community Bike Networks (B&C) On-Call	Denver, CO	\$6.8M	✓		✓	✓	✓	✓	✓
18th, 19th, and Lincoln Protected Bike Lanes and Transit Lanes	Denver, CO	\$3.8M	✓		✓	✓	✓	✓	✓



SECTION 3

TEAM KEY PERSONNEL



MARK BROOKS PE
ESTIMATOR

ROLE & RESPONSIBILITIES

For 29 years, Mark has been responsible for leading SEMA's Preconstruction Services Department. Mark is deeply involved in all project phases including preconstruction, administration of engineering, estimating, value engineering, constructability, permitting, quality control, and construction planning activities. A trusted and reliable leader, Mark has spearheaded preconstruction and estimating efforts for SEMA's entire alternative delivery portfolio, which includes roughly \$3.3B worth of cost estimating and negotiations.

His 36 years of experience in both consulting engineering and construction offers owners a depth of technical understanding of engineering, geotechnical, environmental, and construction factors that make Mark an invaluable asset to any project. As Estimator, Mark will be responsible for leading the multi-disciplinary team efforts for opinion of probable construction cost (OPCC), milestone ROM estimates, and the development of a cost model that balances price, schedule, and risk within funding constraints, all while balancing the needs of DOTI to deliver a successful GMP. Mark will also lead cost negotiations with DOTI.

RELEVANT PAST EXPERIENCE

DOTI: 5280 TRAIL ACOMA STREET SEGMENT CM/GC

\$5.8M / Denver, CO

- The project includes the development of a two-block segment of the 5280 Trail on Acoma from 10th to 12th Ave. It connects and provides safe passage between neighborhood destinations and open spaces, and provides additional public space for arts, culture, and economic activation. Envisioned as a green extension of the art museum plaza, it provides the neighborhood with a central park space for recreation, relaxation, and community events. Mark serves as the Cost and Material Expert for this project.

DOTI: COMMUNITY BIKE NETWORKS (B&C) PROJECT ON-CALL

\$6.8M / Denver, CO

- The project saw the installation of transportation networks to enhance safety, connection and accessibility by adding additional signage, striping, installation of traffic circles, and modifications to existing or installation of new traffic signal equipment. It also included the construction of new curb ramps and sidewalks, installation of vertical separation or deflection elements (asphalt speed cushions, rubber speed bumps, tubular markers, and rubber curbs). Mark served as the Estimating Manager during preconstruction and an Administrative Manager during construction.

CITY OF ARVADA: WEST 72ND AVE. EXPANSION CM/GC

\$70.3M / Arvada, CO

- This project included a four-lane arterial roadway and raised median, buffered bike/multimodal path, and grade-separated underpass at a UPRR crossing. The project included a unique underpass design with secant pile walls that serve a dual purpose as underpass walls and bridge abutments for the railroad structure. Subsurface utility relocations for electric, gas, water, sewer, irrigation ditches/springs, wells, and storm sewers were also completed. As Lead Cost Estimator, Mark developed an innovative approach by widening the design for the railroad overpass structure that improved phasing and saved UPRR money by providing a larger bridge platform for the ultimate configuration. Mark is also responsible for the oversight of the

**36 Years of
Industry Experience**

**29 Years of Experience
at SEMA**

LICENSES & REGISTRATIONS:

- Licensed Professional Engineer
- OSHA 30-Hour
- Groundwater Dewatering Training
- CDOT Storm Management and Erosion Control Training
- American Society of Civil Engineers, Rocky Mountain, Geoconference Treasurer (1992 - 2021)
- Colorado Association of Geotechnical Engineers

EDUCATION:

- MS, Civil Engineering, University of Arizona
- BS, Geological Engineering, Colorado School of Mines

AVAILABILITY

Preconstruction 75%
Construction 25%

SECTION 3

TEAM KEY PERSONNEL



MARK BROOKS PE

ESTIMATOR

RELEVANT PAST EXPERIENCE (Continued)

multi-disciplinary team efforts for constructability, opinion of probable construction cost (OPCC), milestone ROM estimates, reliable cost models, and leading CAP negotiations.

CITY OF FORT COLLINS: LAPORTE AVE. PHASES I AND II CM/GC

\$7.7M / Fort Collins, CO

- These multimodal corridor improvement projects were delivered in two separate CM/GC procurements with a total of three construction packages. SEMA was successful in both procurements and preconstruction resulting in almost a mile of new pedestrian and bicycle infrastructure in front of Poudre High School and the replacement of two substandard bridges with reinforced concrete box culverts. As the Estimating Lead, Mark worked extensively with the design team and the City to incorporate several VE innovations that saved the project two months of schedule and over 15% of the project construction budget.

DOTI: 39TH AVE. GREENWAY PARK HILL

\$91.1M / Denver, CO

- This project added vital drainage infrastructure to the Cole and Clayton neighborhoods while providing a new 12-acre recreational greenway along 39th Ave. between Franklin and Steele Streets. The project included 3 miles of improved roadways and sidewalks and 2.25 miles of multi-use trails. Mark served as the Lead Cost Estimator and Geotechnical Expert for this project.

DOTI: RED ROCKS IMPROVEMENTS PHASES I, II, AND III CM/GC

\$7.2M / Morrison, CO

- This project included a new waterline with service to the Red Rocks Amphitheater Water Treatment Plant, improvements to the Upper North Parking Lot to address erosion and stormwater control, pedestrian infrastructure, embankment work, and widened a section of Trading Post Road, sanitary sewer line improvements, and new landscaping features. This project received ENR's Best Landscape/Urban Development Project Award. Mark served as the Preconstruction Lead and Cost Estimator for this project.

RELEVANT EXPERIENCE SUMMARY

Icon Key:



Sidewalk
Component



Alternative
Delivery



Quality
Excellence



Public
Outreach



Schedule/Budget
Adherence



Innovative
Solutions



Safety
Excellence

Project Name	Location	Cost							
5280 Trail Acoma Street Segment CM/GC	Denver, CO	\$5.8M	✓	✓	✓	✓	✓	✓	✓
W. 72nd Ave. Expansion CM/GC	Arvada, CO	\$70.3M	✓	✓	✓	✓	✓	✓	✓
Laporte Ave. Phases I & II CM/GC	Fort Collins, CO	\$7.7M	✓	✓	✓	✓	✓	✓	✓
39th Ave. Greenway Park Hill Design-Build	Denver, CO	\$91.1M	✓	✓	✓	✓	✓	✓	✓
Red Rocks Improvements Phases I, II, and III CM/GC	Morrison, CO	\$7.2M		✓	✓	✓	✓	✓	✓
Community Bike Networks (B&C) On-Call	Denver, CO	\$3.8M	✓		✓	✓	✓	✓	✓

SECTION 3

TEAM KEY PERSONNEL



MIKE VOLOSIN

CONSTRUCTION MANAGER/ CONSTRUCTABILITY EXPERT

**19 Years of
Industry Experience**

**4 Months of Experience
at SEMA**

LICENSES & REGISTRATIONS:

- OSHA 40-Hour
- CDOT TECS Certified

EDUCATION:

- BS, Mining Engineering,
South Dakota School of
Mines and Technology

AVAILABILITY

Preconstruction 25%
Construction 100%

ROLE & RESPONSIBILITIES

Mike brings over 19 years of experience in heavy civil construction experience, showcasing his expertise in infrastructure construction, project management, and owner/stakeholder relationships management. His extensive background includes various project delivery methods such as design-build, bid-build, CMAR, CM/GC, and best-value.

As Construction Manager and Constructability Expert, Mike will provide critical construction expertise and innovation during preconstruction services. He will conduct constructability studies, traffic handling, and safety analysis to ensure the project's design is feasible and efficient. By evaluating the constructability of design, phasing, MOT (Maintenance of Traffic) planning, and value engineering, Mike will identify opportunities for improvements. His innovative and impactful solutions will enhance safety while maximizing scope, productivity, and quality throughout the project. Mike will also oversee all aspects of construction, managing on-site logistics and field activities. He will monitor construction quality, safety, and schedule adherence to ensure the project is completed safely, on time, and to the highest standards.

RELEVANT PAST EXPERIENCE

CDOT: I-25 TO GARDEN OF THE GODS

\$49M / Colorado Springs, CO

- This project's scope includes constructing continuous auxiliary lanes in both directions of I-25 between exits 145 and 146, reconstructing and widening the Ellston St. overpass structures, joint repair on the GOTG overpass structures, roadway resurfacing, curve cross slope corrections, drainage and water quality upgrades, ITS infrastructure replacements, and ramp metering modifications. Mike is a Project Manager for this project.

DOTI: SPEER BLVD. PREVENTATIVE MAINTENANCE

\$17.8M / Denver, CO

- SEMA was responsible for rehabilitating the 30-year-old iconic Speer Blvd. structures that span the Platte River, Little Raven, and Railroad CML lines. The rehabilitation consisted of structural repairs of six bridges, while maintaining traffic along a heavily congested Speer Blvd. The project was ahead of schedule and under budget, enabling DOTI to award additional scope that involved more extensive rehabilitation to the steel structures that was not originally forecasted. Mike was a Project Manager for this project.

CDOT: I-25 ALAMEDA BRIDGE REPLACEMENT OVER S. PLATTE RIVER

\$25M / Denver, CO

- Mike served as the Project Manager alongside a team of multiple engineers. The project passed through one of the busiest corridors in Denver, facilitated multiple phases of the bridge construction and large traffic switches that shut the entire corridors down over the course of multiple weekends. In doing this, less traffic disruptions occurred and multiple traffic switches were eliminated.

CITY OF FORT COLLINS: LEMAY AVE. REALIGNMENT CM/GC

\$20M / Fort Collins, CO

- Mike served as the Project Manager for this project, assisting with CM/GC packaging and delivery that included the bridge and wall work separately to

SECTION 3

TEAM KEY PERSONNEL

**MIKE VOLOSIN**

CONSTRUCTION MANAGER/CONSTRUCTABILITY EXPERT

RELEVANT PAST EXPERIENCE (Continued)

help facilitate an earlier project delivery. Mike assisted the owners in navigating subcontractor issues and re-established a working relationship with the City.

CITY AND COUNTY OF DENVER: WEST 8TH AVE. BRIDGE REPLACEMENT ON-CALL

\$8M / Denver, CO

- This project included the removal and replacement of a steel girder bridge over the S. Platte River with a 181-day full closure. Between October and April, Mike's team removed and replaced the existing bridge with a 3-span box beam girder bridge. Mike worked with different agencies, like DOTI, Mile High Flood District, and Parks, to facilitate this construction. As project manager, Mike oversaw the entire phasing of the project and generated all the critical deliverable submittals.



Pictured: CDOT: I-25 to Garden of the Gods

RELEVANT EXPERIENCE SUMMARY**Icon Key:**

Sidewalk Component



Alternative Delivery



Quality Excellence



Public Outreach



Schedule/Budget Adherence



Innovative Solutions



Safety Excellence

Project Name	Location	Cost							
I-25 to Garden of the Gods	Colorado Springs, CO	\$49M	✓	✓	✓	✓	✓	✓	✓
Speer Blvd. Preventative Maintenance	Denver, CO	\$17.8M	✓	✓	✓	✓	✓	✓	✓
I-25 Alameda Bridge Replacement over S. Platte River	Denver, CO	\$25M	✓	✓	✓	✓	✓	✓	✓
Lemay Ave. Realignment CM/GC	Fort Collins, CO	\$20M		✓	✓	✓	✓	✓	✓
West 8th Ave. Bridge Replacement On-Call	Denver, CO	\$8M		✓	✓	✓	✓	✓	✓
Weld County Rd. 17/54 Roundabout	Weld County, CO	\$8M	✓	✓	✓	✓	✓	✓	✓

SECTION 3

TEAM KEY PERSONNEL



KEN GROSSMAN
PROJECT SUPERINTENDENT

ROLE & RESPONSIBILITIES

Ken has more than 42 years of experience supervising the construction of complex, multi-scope alternate delivery infrastructure projects with a wide range of owners. A hands-on field operations expert, Ken effectively optimizes the utilization of equipment, materials, and labor to deliver best value and the highest quality results.

As Project Superintendent, Ken will play a vital role in the management of on-site construction operations, working closely with the project team to ensure that field activities align with project goals. He will oversee daily on-site operations, coordinating crews, equipment, and trade partners to maintain progress and efficiency. He will utilize a hands-on approach to resolving site challenges, ensuring smooth communication between the field and management. Additionally, Ken will monitor quality, safety, and schedule adherence, ensuring compliance with all safety regulations and SEMA's best practices. Through Ken's leadership, he will support the project management team in delivering the project on time, within budget, and to the highest standards of excellence.

RELEVANT PAST EXPERIENCE

DOTI: 5280 TRAIL ACOMA STREET SEGMENT CM/GC

\$5.8M / Denver, CO

- The project includes the development of a two-block segment of the 5280 Trail on Acoma from 10th to 12th Ave. It connects and provides safe passage between neighborhood destinations and open spaces, and provides additional public space for arts, culture, and economic activation. Envisioned as a green extension of the art museum plaza, it provides the neighborhood with a central park space for recreation, relaxation, and community events. Ken works collaboratively with the project team to provide insight on constructability and phasing. Ken planned our crews and equipment resources during preconstruction to make sure that the field team has what they need when construction begins.

DOTI: COMMUNITY BIKE NETWORKS (B&C) PROJECT ON-CALL

\$6.8M / Denver, CO

- The project saw the installation of transportation networks to enhance safety, connection and accessibility by adding additional signage, striping, installation of traffic circles, and modifications to existing or installation of new traffic signal equipment. It also included the construction of new curb ramps and sidewalks, and installation of vertical separation or deflection elements (asphalt speed cushions, rubber speed bumps, tubular markers, and rubber curbs). Ken was the on-site Project Superintendent for both (B&C) networks. He managed a large group of tradee partners across over 12 different design packages and multiple sites across Denver. Ken maintained the timeline and budget, and delivered the project ahead of schedule.

DOTI: 39TH AVE. GREENWAY PARK HILL DESIGN-BUILD

\$91.1M / Denver, CO

- This project added vital drainage infrastructure to the Cole and Clayton neighborhoods while providing a new 12-acre recreational greenway along 39th Ave. between Franklin and Steele Streets. The project included three miles of improved roadways and sidewalks and 2.25 miles of multi-use trails. As the Project Superintendent, Ken was a key contributor in constructability reviews across all work scopes, and successfully managed and coordinated construction operations for 130 crew members made up of nine utility crews, eight structure crews, and four earthwork crews.

**42 Years of
Industry Experience**

**32 Years of Experience
at SEMA**

LICENSES & REGISTRATIONS:

- Groundwater Dewatering Training
- Stormwater
- Erosion & Sediment Control Training
- Trenching & Excavation Training
- Traffic Control Training
- Qualified Rigger & Signal-person
- BNSF Awareness
- eRailsafe Safety Awareness
- Roadway Worker Protection
- UPRR Safety Orientation

AVAILABILITY

Preconstruction 25%
Construction 100%

SECTION 3

TEAM KEY PERSONNEL

**KEN GROSSMAN**

PROJECT SUPERINTENDENT

RELEVANT PAST EXPERIENCE (Continued)**ARI AUTHORITY: 64TH AVE. OVER E470**

\$13M / Aurora and Adams Counties, CO

- This project consisted of the construction of 2,200 LF of 64th Ave. from just west of E470 to Gun Club Road. Infrastructure development included erosion control, removals, traffic control, earthwork, drainage, bridge widening, paving, concrete finishes, traffic engineering and devices, electrical, and lighting. As the Project Superintendent, Ken's ensured compliance with specifications, safety regulations, and quality standards while coordinating trade partners, resolving issues, and facilitating effective communication among stakeholders.

CITY OF COLORADO SPRINGS: CIRCLE DRIVE BRIDGE REPLACEMENTS

\$36M / Colorado Springs, CO

- This project includes replacing four aging bridge structures on S. Circle Dr; two over Fountain Creek and two spanning E. Las Vegas St., UPRR/BNSF RR, and Hancock Expressway.

CDOT: MILITARY ACCESS, MOBILITY, SAFETY IMPROVEMENTS PROJECT (MAMSIP) CM/GC

\$125M / Colorado Springs, CO

- This project's scope included the delivery of more efficient and safer mobility along I-25, Colorado Highway 94, South Academy Blvd., and Charter Oak Ranch Road, and enhanced strategic movement between the nationally significant El Paso County military installations of Fort Carson, Peterson Air Force Base, Cheyenne Mountain Station, and Schriever Air Force Base. Ken served as the Project Superintendent for this project.

RELEVANT EXPERIENCE SUMMARY**Icon Key:**Sidewalk
ComponentAlternative
DeliveryQuality
ExcellencePublic
OutreachSchedule/Budget
AdherenceInnovative
SolutionsSafety
Excellence

Project Name	Location	Cost							
5280 Trail Acoma Street Segment CM/GC	Denver, CO	\$5.8M	✓	✓	✓	✓	✓	✓	✓
Community Bike Networks (B&C) On-Call	Denver, CO	\$6.8M	✓		✓	✓	✓	✓	✓
39th Ave. Greenway Park Hill Design-Build	Denver, CO	\$91.1M	✓	✓	✓	✓	✓	✓	✓
64th Ave. over E470 Design-Bid-Build	Aurora and Adams Counties, CO	\$13M			✓	✓	✓	✓	✓
Circle Drive Bridge Replacements	Colorado Springs, CO	\$36M	✓		✓	✓	✓	✓	✓
Military Access, Mobility, Safety Improvements Project (MAMSIP)	Colorado Springs, CO	\$125M		✓	✓	✓	✓	✓	✓

SECTION 3

TEAM KEY PERSONNEL



ADDISON HALVERSON
SCHEDULER

ROLE & RESPONSIBILITIES

Addison Halverson has 13 years of heavy civil construction experience with a unique skill set that includes project engineering and scheduling. He maintains a consistent record of partnering with public and private owners, delivering award-winning projects within budget and schedule parameters. With more than a decade of experience in project coordination and scheduling under his belt, Addison is adept in creating strategic and innovative schedules that optimize a project's timeline, creating value added and dollars saved for clients.

Responsible for the creation, cost loading, maintenance, and analysis of the project schedule, Addison will work closely with project managers, project control managers, superintendents, and estimators to create detailed baseline schedules for individual projects. On a weekly basis, Addison will attend project meetings between various project agencies and SEMA, as well as provide weekly updates and analysis to the project managers and upper management to allow SEMA to forecast project milestones with better accuracy. He is integral in preparing SEMA's time impact analyses when the need arises.

RELEVANT PAST EXPERIENCE

CITY OF COLORADO SPRINGS: NEVADA AVE. & S. TEJON CORRIDOR IMPROVEMENTS CM/GC

\$8M / Colorado Springs, CO

- At a complex interchange just south of Downtown Colorado Springs, this project provided multimodal safety improvements as well as increased vehicular capacity of the corridor. The project incorporated traffic signal improvements at five intersections as well as wider sidewalks, a new pedestrian bridge, and enhanced protection and visibility for cyclists.

DOTI: 5280 TRAIL ACOMA STREET SEGMENT CM/GC

\$5.8M / Denver, CO

- The project includes the development of a two-block segment of the 5280 Trail on Acoma from 10th to 12th Ave. It connects and provides safe passage between neighborhood destinations and open spaces, and provides additional public space for arts, culture, and economic activation. Envisioned as a green extension of the art museum plaza, it provides the neighborhood with a central park space for recreation, relaxation, and community events. As the Project Controller for this project, Addison manages project cost estimates, project schedule, project quality, project risk and innovation logs, tracks all contractor, owner, designer, and other stakeholder sequencing under one master schedule, provides monthly reports to DOTI, the designer, and Consor on all project control elements, and evaluates early construction packages and phasing optimization.

CITY OF FORT COLLINS: LAPORTE AVE. PHASES I AND II CM/GC

\$7.7M / Fort Collins, CO

- These multimodal corridor improvement projects were delivered in two separate CM/GC procurements with a total of three construction packages. SEMA was successful in both procurements and preconstruction resulting in almost a mile of new pedestrian and bicycle infrastructure in front of Poudre High School and the replacement of two substandard bridges with reinforced concrete box culverts. Addison built and managed the fully integrated schedule for this complex, multi-phased project. His role as Schedule Manager has involved close collaboration with the City of Fort Collins and the designer for this \$7.3M CM/GC project.

**13 Years of
Industry Experience**

**7 Years of Experience
at SEMA**

LICENSES & REGISTRATIONS:

- OHSA 30-Hour
- Stormwater Management Training
- Traffic Control Supervisor
- BNSF Awareness
- eRailsafe Safety Awareness
- Roadway Worker Protection

EDUCATION:

- BS, Civil Engineering, Colorado School of Mines

AVAILABILITY

Preconstruction 50%
Construction 50%

SECTION 3

TEAM KEY PERSONNEL

**ADDISON HALVERSON**

SCHEDULER

RELEVANT PAST EXPERIENCE (Continued)**DOTI: SPEER BLVD. PREVENTATIVE MAINTENANCE**

\$17.8M / Denver, CO

- SEMA was responsible for rehabilitating the 30-year-old iconic Speer Blvd. structures that span the Platte River, Little Raven, and Railroad CML lines. The rehabilitation consisted of structural repairs of six bridges, while maintaining traffic along a heavily congested Speer Blvd. The project was ahead of schedule and under budget, enabling DOTI to award additional scope that involved more extensive rehabilitation to the steel structures that was not originally forecasted. Addison served as the Schedule Manager for this project and developed an optimized project timeline and analyzed critical paths to ensure that high-priority tasks received necessary attention and resources. His attention to efficiency and detail contributed significantly to the team's ability to save time in the schedule and perform the more extensive rehabilitation work.

DOTI: COMMUNITY BIKE NETWORKS (B&C) PROJECT ON-CALL

\$6.8M / Denver, CO

- This project saw the installation of transportation networks to enhance safety, connection and accessibility by adding additional signage, striping, installation of traffic circles, and modifications to existing or installation of new traffic signal equipment. It also included the construction of new curb ramps and sidewalks, and installation of vertical separation or deflection elements (asphalt speed cushions, rubber speed bumps, tubular markers, and rubber curbs). Addison was the Schedule Manager for this project.

DOTI: RED ROCKS PEDESTRIAN BRIDGE ON-CALL

\$2M / Morrison, CO

- Replacement of 1950's-era structures to meet current design standards. The project was substantially completed and opened to the public nearly one month ahead of schedule and was under the contractual \$2.4M budget. Addison was the Schedule Manager for this project.

RELEVANT EXPERIENCE SUMMARY**Icon Key:**Sidewalk
ComponentAlternative
DeliveryQuality
ExcellencePublic
OutreachSchedule/Budget
AdherenceInnovative
SolutionsSafety
Excellence

Project Name	Location	Cost							
Nevada Ave. & S. Tejon Corridor Improvements CM/GC	Colorado Springs, CO	\$8M	✓	✓	✓	✓	✓	✓	✓
5280 Trail Acoma Street Segment CM/GC	Denver, CO	\$5.8M	✓	✓	✓	✓	✓	✓	✓
Laporte Ave. Phases I & II CM/GC	Fort Collins, CO	\$7.7M	✓	✓	✓	✓	✓	✓	✓
Speer Blvd. Preventative Maintenance	Denver, CO	\$17.8M	✓		✓	✓	✓	✓	✓
Community Bike Networks (B&C) On-Call	Denver, CO	\$6.8M	✓		✓	✓	✓	✓	✓
Red Rocks Pedestrian Bridge On-Call	Morrison, CO	\$2M	✓		✓	✓	✓	✓	✓

SECTION 3

TEAM KEY PERSONNEL



BRIAN FREELAND PE
QUALITY CONTROL MANAGER

ROLE & RESPONSIBILITIES

Brian is a licensed Professional Engineer who specializes in field-based project management and quality management. Brian effectively collaborates with the construction management, the Owner's team, and the design team on daily project administration, construction quality monitoring, and document management. Brian's technical background supports his ability to provide acute focus on the finite details with regard to project specifications and project controls—including budgeting and scheduling—to help deliver projects safely, within budget, and ahead of schedule. With a portfolio of projects that includes CM/GC, design-build, and design-bid-build, Brian's project portfolio ranges in size from \$8M to \$153M.

As a Quality Control Manager, Brian will provide hands-on quality control oversight in the field to ensure construction activities meet project specifications, standards, and regulations. He will coordinate with field teams to implement corrective actions promptly and efficiently. Brian will also review materials, methods, and processes to ensure they align with quality standards and proactively address any deviations to prevent negative impacts on the project.

RELEVANT PAST EXPERIENCE

CDOT: I-25 EXPRESS LANES SEGMENTS 5 & 6 CM/GC

\$420M / Johnstown, CO

- This project's scope includes roadway reconstruction, frontage road resurfacing and reconstruction, construction of CBCs under I-25, 12 bridges—including Great Western RR bridge widening, pedestrian crossing, relocation of a 42" LTWD waterline, and retaining walls.

DOTI: SPEER BLVD. PREVENTATIVE MAINTENANCE

\$17.8M / Denver, CO

- SEMA was responsible for rehabilitating the 30-year-old iconic Speer Blvd. structures that span the Platte River, Little Raven, and Railroad CML lines. The rehabilitation consisted of structural repairs of six bridges, while maintaining traffic along a heavily congested Speer Blvd. The project was ahead of schedule and under budget, enabling DOTI to award additional scope that involved more extensive rehabilitation to the steel structures that was not originally forecasted.

DOTI: 39TH AVE. GREENWAY PARK HILL

\$91.1M / Denver, CO

- This project added vital drainage infrastructure to the Cole and Clayton neighborhoods while providing a new 12-acre recreational greenway along 39th Ave. between Franklin and Steele Streets. The project included three miles of improved roadways and sidewalks and 2.25 miles of multi-use trails.

BNSF: EMPORIA SECOND MAIN TRACK CM/GC

\$153M / Emporia, KS

- As Project Engineer on this \$153M CM/GC, Brian was responsible for developing shoring plans for the construction of five new bridges and seven existing culvert extensions.

16 Years of
Industry Experience

6 Years of Experience
at SEMA

LICENSES & REGISTRATIONS:

- Professional Engineer (PE)
- OSHA 30-Hour
- HAZMAT
- BNSF Awareness
- eRailsafe Safety Awareness
- Roadway Worker Protection

EDUCATION:

- BS, Civil Engineering,
Clarkson University

AVAILABILITY

Preconstruction 25%
Construction 100%

SECTION 3

TEAM KEY PERSONNEL

**BRIAN FREELAND PE**

QUALITY CONTROL MANAGER

RELEVANT PAST EXPERIENCE (Continued)**DOTI: PARK AVE. VIADUCT REHABILITATION**

\$934K / Denver, CO

- Brian was the project engineer responsible for managing all aspects of this viaduct rehabilitation project. The work consisted of replacing 43 bearings, concrete repairs, and epoxy crack injection to repair the Park Ave. Waffle Slab in Downtown Denver. Brian was responsible for developing the bridge jacking plan and access platform design along with coordinating with the three railroad entities.



Pictured: BNSF: Emporia Second Main Track CM/GC

US DEPARTMENT OF INTERIOR FISH AND WILDLIFE SERVICE: COMANCHE DAM

\$3.6M / Indiahoma, OK

- As Deputy Project Manager/Project Engineer on this dam rehabilitation project, Brian was SEMA's day-to-day technical point of contact for the owner, engineer, inspectors, and SEMA's field team. The scope of work included construction of a 2,700 CY roller compacted concrete buttress downstream of the existing dam, extension of the existing outlet works pipe, and construction of a new ogee crest.

RELEVANT EXPERIENCE SUMMARY**Icon Key:**Sidewalk
ComponentAlternative
DeliveryQuality
ExcellencePublic
OutreachSchedule/Budget
AdherenceInnovative
SolutionsSafety
Excellence

Project Name	Location	Cost							
I-25 Express Lanes Segments 5 & 6 CM/GC	Johnstown, CO	\$420M	✓	✓	✓	✓	✓	✓	✓
Speer Blvd. Preventative Maintenance	Denver, CO	\$17.8M	✓		✓	✓	✓	✓	✓
39th Ave. Greenway Park Hill Design-Build	Denver, CO	\$91.1M	✓	✓	✓	✓	✓	✓	✓
Emporia Second Main Track CM/GC	Emporia, KS	\$153M		✓	✓	✓	✓	✓	✓
Park Ave. Viaduct Rehabilitatio	Denver, CO	\$934K			✓	✓	✓	✓	✓
Comanche Dam	Indiahoma, OK	\$3.6M			✓	✓	✓	✓	✓



SECTION 3

TEAM KEY PERSONNEL



RANDY MORENO CHST
SAFETY MANAGER

ROLE & RESPONSIBILITIES

Randy's been with SEMA since 2014, the entire length of his career, and has overseen some of the Rocky Mountain District's biggest projects to date. His extensive credentialing, Construction Safety and Health Specialist degree from Red Rocks Community College, and his years of local experience have proven Randy to be an integral force behind the success of each project's safety initiatives.

As Safety Manager, Randy will be responsible for assisting with the development of safety policies and procedures coordinating and delivering occupational safety and health trainings in both English and Spanish. Randy conducts worksite inspections along with processing inspections for safety hazards and implements corrective actions. He will also be responsible for investigating project near misses and accidents, as well as responding to and interacting with regulatory agencies at project locations.

RELEVANT PAST EXPERIENCE

CDOT: I-25 TO GARDEN OF THE GODS

\$49M / Colorado Springs, CO

- Work consists of constructing continuous auxiliary lanes in both directions of I-25 between exits 145 and 146, reconstructing and widening the Ellston St. overpass structures, joint repair on the GOTG overpass structures, roadway resurfacing, curve cross slope corrections, drainage and water quality upgrades, ITS infrastructure replacements, and ramp metering modifications. Randy serves as a Safety Manager for this project.

CITY OF COLORADO SPRINGS: CIRCLE DRIVE BRIDGE REPLACEMENTS

\$36M / Colorado Springs, CO

- This project includes replacing four aging bridge structures on S. Circle Dr; two over Fountain Creek and two spanning E. Las Vegas St., UPRR/BNSF RR, and Hancock Expressway. Randy serves as a Safety Manager for this project.

EL PASO COUNTY BOARD OF COUNTY COMMISSIONERS: SOUTH ACADEMY BLVD. WIDENING CM/GC

\$57M / Colorado Springs, CO

- This project represents the last construction package for the MAMSIP CM/GC Project and involves roadway widening, significant storm drainage upgrades, bridge rehabilitation and widening. The project's limits extend two miles from the I-25 interchange to Milton Proby Parkway. All work will be contracted through El Paso County using contract requirements, specifications, and standards from the County and CDOT. Randy serves as a Safety Manager for this project.

DOTI: 39TH AVE. GREENWAY PARK HILL

\$91.1M / Denver, CO

- This project added vital drainage infrastructure to the Cole and Clayton neighborhoods while providing a new 12-acre recreational greenway along

11 Years of Industry Experience

11 Years of Experience at SEMA

LICENSES & REGISTRATIONS:

- Board of Certified Safety Professionals (BCSP)
- Construction Health and Safety Technician (CHST)
- OSHA Occupational Safety and Health Standards for Construction
- OSHA Excavation, Trenching and Soil Mechanics
- OSHA Train the Trainer - Standards for Construction Industry
- RMEC 313 \$0 HAZWOPER
- RMEC Train the Trainer - Forklift Operator
- Competent Signal & Rigging
- Crane Safety in Construction

EDUCATION:

- Construction Safety and Health Specialist, Red Rocks Community College

AVAILABILITY

Preconstruction 25%
Construction 100%

SECTION 3

TEAM KEY PERSONNEL

**RANDY MORENO** CHST

SAFETY MANAGER

RELEVANT PAST EXPERIENCE (Continued)

39th Ave. between Franklin and Steele Streets. The project included three miles of improved roadways and sidewalks and 2.25 miles of multi-use trails. Randy served as a Safety Manager for this project.

CDOT: I-25 EXPRESS LANES SEGMENTS 5 & 6 CM/GC








\$420M / Johnstown, CO

- This project's scope includes roadway reconstruction, frontage road resurfacing and reconstruction, construction of CBCs under I-25, 12 bridges—including Great Western RR bridge widening, pedestrian crossing, relocation of a 42" LTWD waterline, and retaining walls. Randy served as a Safety Manager for this project.



Pictured: CoCS - Circle Drive Bridge Replacements

RELEVANT EXPERIENCE SUMMARY**Icon Key:**Sidewalk
ComponentAlternative
DeliveryQuality
ExcellencePublic
OutreachSchedule/Budget
AdherenceInnovative
SolutionsSafety
Excellence

Project Name	Location	Cost							
I-25 & US-50B Interchange	Pueblo, CO	\$105M	✓		✓	✓	✓	✓	✓
I-25 to Garden of the Gods	Colorado Springs, CO	\$49M	✓		✓	✓	✓	✓	✓
Circle Drive Bridge Replacements	Colorado Springs, CO	\$36M	✓		✓	✓	✓	✓	✓
Military Access, Mobility, Safety Improvements Project (MAMSIP)	Colorado Springs, CO	\$125M		✓	✓	✓	✓	✓	✓
South Academy Blvd. Widening CM/GC	Colorado Springs, CO	\$57M		✓	✓	✓	✓	✓	✓
39th Ave. Greenway Park Hill	Denver, CO	\$91.1M	✓	✓	✓	✓	✓	✓	✓
I-25 Express Lanes Segments 5 & 6 CM/GC	Johnstown, CO	\$420M	✓	✓	✓	✓	✓	✓	✓



SECTION 3

TEAM KEY PERSONNEL



MCKENZIE ZIMMERMAN

PRECONSTRUCTION MWBE COORDINATOR

ROLE & RESPONSIBILITIES

A dedicated and collaborative team member at SEMA for three years, McKenzie plays a crucial role in our estimating team, which bids on over 250 projects valued at more than \$1B annually. She excels in trade partner outreach and MWBE compliance, fostering strong relationships and promoting diverse participation. Her proactive approach to identifying and resolving issues significantly enhances the smoothness of the preconstruction process. In addition, McKenzie supports the estimating team in daily procurement activities, including the administration of bidding documents, interfacing with bonding and insurance providers, conducting material and supplier outreach, preparing legal documents, and submitting bids across various contract delivery types. McKenzie leads the department in organizing and scheduling estimating deliverables while effectively managing proposal efforts.

As the Preconstruction MWBE Coordinator, McKenzie will develop and implement outreach strategies to engage MWBE firms and promote opportunities within the project. She will assist in the prequalification process for MWBE trade partners, ensuring they meet project requirements and standards. McKenzie will ensure that project plans and contracts comply with local, state, and federal MWBE regulations and requirements. She will also offer support to MWBE vendors in navigating the bidding process and understanding compliance obligations.

RELEVANT PAST EXPERIENCE

DOTI: 5280 TRAIL ACOMA STREET SEGMENT CM/GC

\$5.8M / Denver, CO

- The project includes the development of a two-block segment of the 5280 Trail on Acoma from 10th to 12th Ave. It connects and provides safe passage between neighborhood destinations and open spaces, and provides additional public space for arts, culture, and economic activation. Envisioned as a green extension of the art museum plaza, it provides the neighborhood with a central park space for recreation, relaxation, and community events. In collaboration with Randi Couch, McKenzie maintains direct and independent access to DSBO and assists project teams throughout the duration of the project.

CDOT: I-25 TO GARDEN OF THE GODS

\$49M / Colorado Springs, CO

- This project's scope includes constructing continuous auxiliary lanes in both directions of I-25 between exits 145 and 146, reconstructing and widening the Ellston St. overpass structures, joint repair on the GOTG overpass structures, roadway resurfacing, curve cross slope corrections, drainage and water quality upgrades, ITS infrastructure replacements, and ramp metering modifications. McKenzie serves as the Estimating Coordinator for this project.

CITY OF COLORADO SPRINGS: NEVADA AVE. & S. TEJON CORRIDOR IMPROVEMENTS CM/GC

\$8M / Colorado Springs, CO

- At a complex interchange just south of Downtown Colorado Springs, this project will provide multimodal safety improvements as well as increase vehicular capacity of the corridor. The project incorporates traffic signal improvements at five intersections as well as wider sidewalks, a new

**10 Years of
Industry Experience**

**3 Years of Experience
at SEMA**

LICENSES & REGISTRATIONS:

- OSHA 30-Hour
- CDOT
 - DBE Certification Codes, Counting & Changes 2023
 - B2GNOW Business Management Systems Training 2023
 - On-the-Job Training (OJT) Program & Compliance
 - OJT Training 2023
- DBE Certification Codes, Counting & Changes Credentials
- DBE Compliance on CDOT Construction Projects 2023
- Colorado Public Notary 2017

EDUCATION:

- Management Skills for New Managers American Management Association 2016
- OSHA 30-Hour Construction Course 2022

AVAILABILITY

Preconstruction 100%
Construction 0%

SECTION 3

TEAM KEY PERSONNEL

**MCKENZIE ZIMMERMAN**

PRECONSTRUCTION MWBE COORDINATOR

RELEVANT PAST EXPERIENCE (Continued)

pedestrian bridge, and enhanced protection and visibility for cyclists. McKenzie serves as the Estimating Coordinator for this project.

CDOT: I-25 EXPRESS LANES SEGMENTS 5 & 6 CM/GC

\$420M / Johnstown, CO

- This project's scope includes roadway reconstruction, frontage road resurfacing and reconstruction, construction of CBCs under I-25, 12 bridges—including Great Western RR bridge widening, pedestrian crossing, relocation of a 42" LTWD waterline, and retaining walls. McKenzie served as the project's Estimating Coordinator.

CDOT: MILITARY ACCESS, MOBILITY, SAFETY IMPROVEMENTS PROJECT (MAMSIP) CM/GC

\$125M / Colorado Springs, CO

- This project's scope included the delivery of more efficient and safer mobility along I-25, Colorado Highway 94, South Academy Blvd., and Charter Oak Ranch Rd., and enhanced strategic movement between the nationally significant El Paso County military installations of Fort Carson, Peterson Air Force Base, Cheyenne Mountain Station, and Schriever Air Force Base. McKenzie served as an Estimating Coordinator for this project.

TOWN OF PARKER: DRANSFELDT RD. EXTENSION

\$21M / Parker, CO

- This \$22M bridge/roadway expansion project is from Twenty Mile Rd. to Motsenbocker Rd. The project consists of 1.6 miles of new roadway, a seven-span 700' long bridge structure over Cherry Creek, traffic signal upgrades, intersection widening, and utility upgrades (water, sanitary, and stormwater). McKenzie is serving as the project's Estimating Coordinator.

RELEVANT EXPERIENCE SUMMARY**Icon Key:**

Sidewalk Component



Alternative Delivery



Quality Excellence



Public Outreach








Schedule/Budget Adherence



Innovative Solutions



Safety Excellence

Project Name	Location	Cost							
5280 Trail Acoma Street Segment CM/GC	Denver, CO	\$5.8M	✓	✓	✓	✓	✓	✓	✓
I-25 to Garden of the Gods	Colorado Springs, CO	\$49M			✓	✓	✓	✓	✓
Nevada Ave. & S. Tejon Corridor Improvements CM/GC	Colorado Springs, CO	\$8M	✓	✓	✓	✓	✓	✓	✓
I-25 Express Lanes Segments 5 & 6 CM/GC	Johnstown, CO	\$420M	✓	✓	✓	✓	✓	✓	✓
I-25 & US-50B Interchange Design-Bid-Build	Pueblo, CO	\$105M	✓		✓	✓	✓	✓	✓
Military Access, Mobility, Safety Improvements Project (MAMSIP)	Colorado Springs, CO	\$125M		✓	✓	✓	✓	✓	✓
Dransfeldt Rd. Extension	Parker, CO	\$21K	✓		✓	✓	✓	✓	✓



SECTION 3

TEAM KEY PERSONNEL



RANDI COUCH CONSTRUCTION MWBE COORDINATOR

**3 Years of
Industry Experience**

**3 Years of Experience
at SEMA**

EDUCATION:

- BS, Psychology,
Metropolitan State
University of Denver

AVAILABILITY

Preconstruction 50%
Construction 50%

ROLE & RESPONSIBILITIES

A dedicated and collaborative team member of SEMA for three years, Randi works hand-in-hand with our project managers to ensure project success. She excels in engagement with trade partners, tracking project progress, communicating with vendors, and helping resolve any issues as they arise. Randi plays a vital role in ensuring compliance and outreach efforts for each of our projects. For every project she is a part of, she works directly with our project managers, trade partners, and clients. She also has past experience working with DOTI and the City and County of Denver on numerous past projects, as outlined below and on the page that follows.

As the Construction MWBE Coordinator, Randi will ensure that all MWBE trade partners are fulfilling their contractual obligations and participation goals. She will regularly review and track MWBE participation levels against project targets. Randi will act as liaison between MWBE participants and key stakeholders within the project and she will prepare and maintain accurate records between MWBE and stakeholders, including trade partner performance and compliance documentation.

RELEVANT PAST EXPERIENCE

DOTI: 5280 TRAIL ACOMA STREET SEGMENT CM/GC

\$5.8M / Denver, CO

- The project includes the development of a two-block segment of the 5280 Trail on Acoma from 10th to 12th Ave. It connects and provides safe passage between neighborhood destinations and open spaces, and provides additional public space for arts, culture, and economic activation. Envisioned as a green extension of the art museum plaza, it provides the neighborhood with a central park space for recreation, relaxation, and community events. As MWBE/Small Business Utilization Coordinator, Randi has direct and independent access to DSB0 and the project manager through the duration of the project. She coordinates all requirements for the project, in collaboration with the project manager, including reporting and documentation compliance. Randi also manages outreach efforts, document preparation, and trade partner communications. She maintains close interaction with DOTI, DSB0, field staff, engineers, and trade partners throughout the project duration. Randi also provides assistance to MWBEs and SBEs to ensure compliance and appropriate tracking documentation is being maintained throughout the entirety of the project.

CDOT: MILITARY ACCESS, MOBILITY, SAFETY IMPROVEMENTS PROJECT (MAMSIP) CM/GC

\$125M / Colorado Springs, CO

- This project's scope included the delivery of more efficient and safer mobility along I-25, Colorado Highway 94, South Academy Blvd., and Charter Oak Ranch Rd., and enhanced strategic movement between the nationally significant El Paso County military installations of Fort Carson, Peterson Air Force Base, Cheyenne Mountain Station, and Schriever Air Force Base. Randi served as an Estimating Coordinator for this project.

DOTI: RED ROCKS PEDESTRIAN BRIDGE ON-CALL

\$2M / Morrison, CO

- This project's involved the replacement of 1950's-era structures to meet current design standards. The project was substantially completed and opened to the public nearly one month ahead of schedule and was under the contractual \$2.4M budget. Randi served as a Project Coordinator for this project.

SECTION 3

TEAM KEY PERSONNEL

**RANDI COUCH**

CONSTRUCTION MWBE COORDINATOR

RELEVANT PAST EXPERIENCE (Continued)**DOTI: COMMUNITY BIKE NETWORKS (B&C) PROJECT ON-CALL**

\$6.8M / Denver, CO

- The scope for this project included the installation of transportation networks that are more connected, safe, and accessible by adding additional signage, striping, installation of traffic circles, and modifications to existing or installation of new traffic signal equipment. It also included the construction of new curb ramps and sidewalks, installation of vertical separation or deflection elements (asphalt speed cushions, rubber speed bumps, tubular markers, and rubber curbs). Randi served as a Project Coordinator for this project.

CDOT: I-25 TO GARDEN OF THE GODS

\$49M / Colorado Springs, CO

- Work consists of constructing continuous auxiliary lanes in both directions of I-25 between exits 145 and 146, reconstructing and widening the Ellston St. overpass structures, joint repair on the GOTG overpass structures, roadway resurfacing, curve cross slope corrections, drainage and water quality upgrades, ITS infrastructure replacements, and ramp metering modifications. Randi serves as the Project Coordinator for this project.

TXDOT: IH30 AT LAKE RAY HUBBARD

\$156M / Rowlett/Garland, TX

- The IH30 at Lake Ray Hubbard project represents a piece of a larger infrastructure endeavor that addresses traffic congestion and population growth in the Dallas area. The project includes the construction of two frontage road bridges over Lake Ray Hubbard, built alongside an existing bridge, to enhance traffic flow and accommodate for road closures when accidents happen. The overall scope of work involved construction of eight lanes on the interstate including continuous frontage roads and modifications to the Bayside Drive bridge and ramps, as well as the reconstruction of the Dalrock Road interchange. Randi is serving as the Project Coordinator for this project.

RELEVANT EXPERIENCE SUMMARY**Icon Key:**

Sidewalk Component



Alternative Delivery



Quality Excellence



Public Outreach










Schedule/Budget Adherence



Innovative Solutions



Safety Excellence

Project Name	Location	Cost							
5280 Trail Acoma Street Segment CM/GC	Denver, CO	\$5.8M	✓	✓	✓	✓	✓	✓	✓
Military Access, Mobility, Safety Improvements Project (MAMSIP)	Colorado Springs, CO	\$125M		✓	✓	✓	✓	✓	✓
Red Rocks Pedestrian Bridge On-Call	Morrison, CO	\$2M	✓		✓	✓	✓	✓	✓
Community Bike Networks (B&C) On-Call	Denver, CO	\$6.8M	✓		✓	✓	✓	✓	✓
Drew Dix-Dillon Interchange	Pueblo, CO	\$6.8M	✓		✓	✓	✓	✓	✓
I-25 to Garden of the Gods	Colorado Springs, CO	\$49M			✓	✓	✓	✓	✓
IH30 at Lake Ray Hubbard	Rowlett/Garland, TX	\$156M			✓	✓	✓	✓	✓

SECTION 3

TEAM KEY PERSONNEL



JESS HASTINGS PE
RAILROAD COORDINATION



**16 Years of
Industry Experience**

**18 Years of Experience
at Benesch**

LICENSES & REGISTRATIONS:

- Professional Engineer
- SAVE VE Module I
- CDOT Transportation Erosion Control Supervisor
- CDOT Basic Highway Math, Surveying and Plan Reading
- Traffic Control Supervisor
- Fall Protection
- e-Railsafe
- Contractor Orientation
- Roadway Worker Protection

EDUCATION:

- BS, Civil Engineering, University of Nebraska-Omaha

ROLE & RESPONSIBILITIES

Jess has managed a variety of construction projects including highways, bridges and railroads. He has considerable experience in construction schedule management, railroad and utility coordination and design, and constructability reviews. He has extensive experience working with Class 1 railroads and has an in-depth understanding of industry standards. His role on these projects has ranged from smaller, more focused assignments to managing a team of technical experts. Having worked for both the agencies as well as the railroad, he has an in depth understanding of the challenges and goals of both parties.

RELEVANT PAST EXPERIENCE

CDOT: R4 - US-85 & WELD COUNTY ROAD 44

- Benesch provided railroad coordination and design support for the proposed overpass as part of the Peckham Interchange. This project involved the purchase of UPRR right of way in order to construct the new interchange off ramp. The proposed bridge will be a 125' span with additional drainage improvements.

CDOT: R1 - I-25 SOUTH GAP

- Benesch provided railroad coordination to the South Gap design team with both the UPRR and BNSF. The project performed maintenance activities to an existing UPRR overpass structure. Additionally, there is a 1.5 mile stretch near the Spruce Mountain Road exit which will interface with an existing BNSF access road. Benesch assisted CDOT by coordinating with BNSF to determine where access needed to be maintained and where it could be eliminated in order to keep the project moving forward.

UPRR: I-70 & 46TH AVENUE UNDERPASS

- Benesch assisted the UPRR with design review and construction oversight for the 4-span, 440-foot-long bridge as part of CDOT's Central 70 project. This design-build project involved complex phasing and an aggressive schedule. Temporary shooflys and shoring was required to maintain train traffic to the 36th Avenue yard. Representing the UP, Benesch was responsible for ensuring submittals complied with AREMA and UPRR/ BNSF Grade Separation guidelines and performed construction observation.

CDOT: R4 - I-25 NORTH EXPRESS LANES SEGMENTS 5&6

- Benesch is currently a part of the construction management team on this CM/GC Region 4 project. Jess's role on this project is Design/Construction Coordination with an emphasis on utilities and railroad coordination. There are two overpass structures with the shortline Great Western Railway. Additionally, coordination with the Little Thompson Water District and Central Weld County Water District for the relocation of a 42" DIP high pressure waterline was a significant effort on the project.

UPRR: NORTH FORK SUBDIVISION - BRIDGE 57.87

- Benesch performed Construction Management and Inspection services for the UPRR for the construction of a 500-foot bridge over the Gunnison River in Delta, Colorado. Benesch's duties included weekly site visits to monitor and document construction activities and progress, site safety and environmental compliance, and to coordinate with the UP construction and design staff on scheduling and project issues.

SECTION 3

TEAM KEY PERSONNEL



MARK GUIKEMA PE
INSPECTION/TESTING



ROLE & RESPONSIBILITIES

Mark is a professional engineer with over 23 years of experience in project management, civil construction inspection, building inspections, pavement evaluation, geotechnical engineering and construction materials testing. Mark has been heavily involved with a variety of DOT projects serving as the project manager and construction materials supervisor on behalf of CDOT for projects in Regions 1, 2, 3, 4 and 5, working with the contractor on I-25 South Gap, and has led teams performing system wide pavement evaluation. He has performed services on many construction projects including transportation (CDOT, RTD, FHWA and local agency), airports, commercial, industrial, energy, residential, municipal infrastructure and land development.

RELEVANT PAST EXPERIENCE

CITY OF AURORA: HIGH LINE CANAL TRAIL

- Benesch provided construction management and inspection services for City of Aurora for this nearly two mile long trail project that was the final connection of the 71-mile long High Line Canal Trail. The project included two pedestrian bridges, one over I-70 and one over the High Line Canal. The project was federally funded and required coordination with CDOT specialty groups due to the bridge over I-70. The project team met with Aurora, CDOT and the contractor to resolve critical issues and keep the project moving forward.

CITY OF AURORA: QUINCY AVENUE WIDENING

- Benesch provided construction management, construction inspection and materials testing services for the widening of Quincy Avenue from a two-lane road to a five-lane section. This project included full depth roadway reconstruction with HMA and SMA pavement. It also included constructing a storm sewer system, sidewalk and trail, traffic sign modifications and phased construction. This project had multiple funding sources and impacted multiple agencies as well as an adjacent private development which had to be coordinated with during construction. Utility relocations and installations were also performed during construction. Benesch provided construction management and full-time observation on the project for the City.

CITY OF COMMERCE CITY: 112TH AVENUE OVER FULTON DITCH

- Mark worked closely with the Benesch team to design the single-span replacement bridge with adjacent box girders to minimize structure depth and impact to the approach roadways. The project was designed according to CDOT standards with federal funding and CDOT oversight. In addition, there was close coordination with the Fulton Ditch company. The design accommodated construction while the ditch was flowing due to the critical nature of the replacement.

UPRR: CENTRAL 70 / I-70 & 46TH AVENUE UNDERPASS

- Benesch provided construction management and inspection services for UPRR Bridge 2.77, which was being constructed as part of CDOT's Central 70 project. The bridge was a very complex steel deck plate with rolled girder beams consisting of a 400-foot-long by 200-foot-wide span on a significant skew with 84-inch drilled shafts. Due to the tight constraints of the developed area and the high volume of train traffic, a large amount of shoring and shooftys are required to keep two main line tracks in service and access to the adjacent UPRR yard. Extensive and on-going track monitoring was required to ensure operations were not impacted during construction activities.

**23 Years of
Industry Experience**

**4 Years of Experience
at Benesch**

LICENSES & REGISTRATIONS:

- Professional Engineer
- Former ICC - Certified Building Inspector
- Troxler Nuclear Gauge
- CDOT Construction Project Administration
- CDOT Transportation Erosion Control Supervisor
- CDOT EEO and Payroll
- CCA Design and Operation of Work Zone Traffic Control
- ACI Design and Construction of Concrete Slabs on Grade
- World of Concrete - Floors and Slabs, Concrete Production
- FHWA - Concrete Preservation and Concrete Overlay Workshops

EDUCATION:

- BS, Geotechnical Engineering, University of Michigan

SECTION 3

TEAM KEY PERSONNEL



MICHAEL ROMERO PE  **benesch**
DESIGN REVIEW

**17 Years of
Industry Experience**

**1 Year of Experience at
Benesch**

LICENSES & REGISTRATIONS:

- Professional Engineer
- Institute of Transportation Engineers - CO/WY Section/ Mountain District

EDUCATION:

- BS, Civil Engineering
University of Missouri -
Rolla

ROLE & RESPONSIBILITIES

Michael excels in orchestrating the layout of signing, striping and traffic designs for diverse projects. He has overseen comprehensive projects involving mid-block crossings, bicycle lanes and roadway reconfiguration, showcasing his proficiency in managing projects from conception to execution. Michael excels in coordinating construction closures, managing school-adjacent traffic and facilitating emergency access for firehouses; his adept navigation of challenges includes phasing neighborhood accesses and maintaining major roads.

RELEVANT PAST EXPERIENCE

CITY AND COUNTY OF DENVER: FLORIDA AVENUE & QUEBEC WAY MINI-ROUNDAABOUT

- Benesch is providing design services for the intersection of Florida Avenue and Quebec Way, located near the Denver and Arapahoe County border. Currently, this skewed intersection faces operational challenges during peak hours, compounded by the significant grade on the east leg due to its proximity to the High Line Canal. To improve traffic flow and safety, Benesch proposed a mini-roundabout, a proven solution for reducing delays and mitigating severe crash risks at four-way stop-controlled intersections. Recognizing Florida Avenue's dual role as the D-18 bike route for the City and County of Denver, Benesch will incorporate a buffered bike lane into the design to ensure safe connectivity to the High Line Canal Trail. Bicycle improvements will follow the MassDOT Separated Bike Lane Design guidelines, ensuring the intersection supported multimodal use while addressing operational issues.

CITY OF TOPEKA: DEVELOPMENT REVIEW

- The Topeka Development Review involve providing traffic engineering reviews for development projects in the City. This includes participation in pre-application meetings, plat reviews, site plan reviews and building permit reviews. Michael assists in ensuring compliance with city design standards and municipal codes related to storm water quantity and quality requirements.

CITY OF AURORA: E-470 - AURORA HIGHLANDS

- Michael was a client representative for the Public Highway Authority, reviewing design plans for the phased implementation of the mixed-use Aurora Highlands Development build-out. Michael reviewed a multi-phase traffic control plan including temporary plans to utilize an abandoned tolling facility as access to and from the tolled corridor to the new development. Michael also reviewed the signing and striping plans including the new 38th Avenue bridge over E-470. Several iterations of traffic studies for the development and for the 38th Avenue bridge were reviewed by Michael as well.

CITY AND COUNTY OF DENVER: SAFE ROUTES TO SCHOOL, MCAULIFFE INTERNATIONAL SCHOOL PEDESTRIAN FACILITY IMPROVEMENTS

- Michael was responsible for all aspects of the project. This project included the design of pedestrian infrastructure at and near McAuliffe International School. Around one mile of sidewalk and curb ramps at a dozen intersections were all designed to ADA standards. Also included in this project was an enhanced crossing at 23rd Avenue and Kearney Street allowing for pedestrian refuge. To accommodate the enhanced crossing, modifications to the pavement markings including the bike lanes were made. Specifications and an Opinion of Probable Costs was provided to DOTI.

TOWN OF CASTLE ROCK: CROWFOOT VALLEY ROAD WIDENING

- Benesch provided essential services for the Town of Castle Rock's 0.75-mile Crowfoot Valley Road widening project, including environmental assessment, traffic analysis and roadway design. Benesch also designed drainage systems and verified that existing water quality ponds were adequate. Michael led development of phasing plans, traffic control plans, signing plans, and striping plans.

SECTION 3 TEAM KEY PERSONNEL



COURTNEY WALLACE  Horrocks.
SR/WA-TN

ROW LEGAL DESCRIPTIONS

ROLE & RESPONSIBILITIES

Courtney is a Senior Right-of-Way Acquisition Professional with 8 years of experience in land acquisition for transportation projects such as sidewalks, trails, roundabouts, roadway expansions, and water pipelines. She has worked on numerous projects throughout Colorado and Weld County as the primary acquisition agent and has earned CDOT prequalification status for acquisition on federally funded projects. Recognized as Colorado Professional of the Year by IRWA Chapter 6 for outstanding achievements and leadership in the field. She holds a Master's Degree in Public Policy, providing a robust foundation for navigating regulatory frameworks and engaging with stakeholders. Adept at public engagement and utility relocation coordination, with a proven track record of successful negotiations, project compliance, and strategic land acquisition she is able to bridge the gap between all stakeholders. Courtney is an Accepted Expert Witness for any court in Colorado. She has presented testimony in eminent domain cases as an expert witness for the City of Thornton regarding acquisitions in Weld County.

RELEVANT PAST EXPERIENCE

CITY OF FORT COLLINS: LAPORTE AVENUE ROADWAY IMPROVEMENTS

- Held public meetings and met individually with every owner along the corridor prior to design being finished which helped inform the design team where temporary easements and ROW sliver takes would be necessary. Goals of this project included improved drainage, restriping of the existing roadway to include a TWLTL and upgrading the sidewalk from 4' to an 11' multi-use trail, for shared bike and pedestrian safety.

ADAMS COUNTY: GOAT HILL: IRVING TO HOOKER NEIGHBORHOOD IMPROVEMENTS PROJECT

- Courtney is responsible for overseeing acquisitions, utility relocations and survey necessary for this sidewalk and drainage project which includes improvements to safety, mobility, pedestrian access facilities and drainage systems in the Goat Hill Neighborhood. There are 84 landowners that Courtney and her team are working with to pocket easements for utility relocations, sliver ROW takes and temporary access easements.

CITY OF ARVADA: SECREST ELEMENTARY SAFE ROUTES

- Courtney is overseeing the acquisitions of this federally funded project. In coordination with CDOT and the City of Arvada, her team is acquiring ROW and temporary access easements needed for retrofitting of an existing neighborhood road with curb, gutter and widen sidewalks, as well as minor drainage improvements, utility work, and right of way improvements.

**8 Years of
Industry Experience**

**3 Years of Experience
at Horrocks**

LICENSES & REGISTRATIONS:

- IRWA Senior Right-of-Way Agent-Transportation (SR/WA-TN)
- CDOT-Qualified ROW Acquisitions Agent Certification
- International Right of Way Association (IRWA), Member
- WTS-Northern Colorado Chapter, Planning Committee Member
- North Front Range MPO (NFRMPO), Community Advisory Council Member

EDUCATION:

- MPP Public Policy, University of Denver
- BA History, Colorado State University

SECTION 3

TEAM KEY PERSONNEL

**RICK MUNTEAN** PLS**105**
WEST**PRECONSTRUCTION SURVEY SUPPORT****27 Years of
Industry Experience****14 Years of Experience
at 105 West Inc.****LICENSES & REGISTRATIONS:**

- Registered Colorado Land Surveyor (RLS)

EDUCATION:

- Pennsylvania State University College of Business

ROLE & RESPONSIBILITIES

Rick has more than 27 years of surveying experience in boundary, topographic, and ROW surveying. His expertise includes ROW plans, topographic design surveys, geodetic control networks, ownership maps, data processing and project management. Rick is recognized in his profession as a leading software authority. His software expertise includes AutoCAD Civil 3D, MicroStation, and Trimble Business Center.

RELEVANT PAST EXPERIENCE**CITY AND COUNTY OF DENVER: NATIONAL WESTERN CENTER**

- As the responsible surveyor in charge, Mr. Muntean met and coordinated survey efforts with the Office of the National Western Center, Mayor's Office personnel. He oversaw survey control, design surveys, utility surveys and communicated permit requirements with the appropriate agencies. Mr. Muntean ensured all surveying services were performed in accordance with the current City and County of Denver Survey Requirements.

CITY AND COUNTY OF DENVER: WASHINGTON STREET IMPROVEMENTS (SOUTH PLATTE RIVER TO 52ND AVE. - INCLUDING 51ST AVE. AND CLARKSON ST. 52ND AVE. TO 51ST AVE)

- As the responsible surveyor in charge for this ongoing project, Rick met and coordinated survey efforts with the appropriate City and County of Denver officials. He oversaw survey control, design surveys, communicated permit requirements with the appropriate agencies and provided ownership mapping. Mr. Muntean ensured all surveying services were performed in accordance with the current City and County of Denver Survey Requirements while currently working with the Division of Real Estate, Developing Right-of-Way Plans, Legal Descriptions and Exhibits, ALTA surveys, and Land Title Review surveys for this project.

CITY AND COUNTY OF DENVER: BRIGHTON BOULEVARD (29TH ST. TO 44TH ST.)

- Mr. Muntean met and coordinated survey efforts with the appropriate City and County of Denver officials. He oversaw survey control, design surveys, the survey of subsurface utilities, communicated permit requirements with the appropriate agencies and provided ownership mapping and final Right-of-Way documents. Mr. Muntean ensured all surveying services were performed in accordance with the current City and County of Denver Survey Requirements.

CITY AND COUNTY OF DENVER: 39TH AVE GREENWAY PROJECT (CCD TWIN BASINS PROJECT)

- Mr. Muntean met and coordinated survey efforts with the appropriate City and County of Denver officials. He oversaw survey control, design surveys, the survey of subsurface utilities, communicated permit requirements with the appropriate agencies and provided ownership mapping together with all final ALTA surveys and Legal Descriptions. Mr. Muntean ensured all surveying services were performed in accordance with the current City and County of Denver Survey Requirements.

CDOT: RESEARCH PARKWAY AND POWERS BOULEVARD INTERCHANGE

- Rick met and coordinated survey efforts with the appropriate City and CDOT officials. He oversaw survey control, design surveys, the survey of subsurface utilities. He also communicated permit requirements with the appropriate agencies and provided ownership mapping and final ROW plans. Rick ensured all surveying services were performed in accordance with the current CDOT Local Agency Survey Requirements.

SECTION 3

TEAM KEY PERSONNEL

**NORA NEUREITER****COMMUNITY ENGAGEMENT & OUTREACH MANAGER**PLANNING
& DESIGN**20+ Years of
Industry Experience****1 Year of Experience
at OV****EDUCATION:**

- MPA, Lyndon B. Johnson School of Public Affairs, University of Texas
- BA, Government, Smith College

ROLE & RESPONSIBILITIES

Nora Neureiter has over 20 years of experience in public policy, communications, and constituent relations and is OV's Manager of Communications and Engagement. Her projects combine a multi-phased approach to educate the public on project goals and gather input on a project vision early in the process, with ample opportunity for individual property owners, businesses, advocacy groups, and diverse community members to provide feedback at key project milestones. Nora has experience combining asynchronous input tools (surveys and mapping tools) with public meetings, advisory groups, focus groups, and community pop-ups to ensure robust and inclusive community engagement.

RELEVANT PAST EXPERIENCE**CITY AND COUNTY OF DENVER: 48TH AVE. GREENWAY CORRIDOR AND STORM OUTFALL SYSTEM**

- As Community Engagement Manager, Nora led the public education campaign and outreach strategy in support of the design and construction of a major stormwater project to address longstanding nuisance flooding in a predominantly Latino neighborhood. Using public meetings, online materials, small group meetings, and informal briefings the community was able to weigh in on the public amenities accompanying this major gray infrastructure project.

CITY AND COUNTY OF DENVER: 51ST & STEELE / LOWELL & EVANS GREEN INFRASTRUCTURE AND STORMWATER DESIGN

- As Community Engagement Manager, Nora led the engagement approach, which included public outreach and education services, for the design and installation of green infrastructure to replace asphalt at an intersection and to improve a park edge. Public meetings were held to solicit feedback on design recommendations, and supplemented with one-one meetings with residents or project appearances at neighborhood events. Outreach was primarily managed via bilingual flyering, newsletter advertisements, and targeted emails, with interpretation services as needed.

CITY AND COUNTY OF DENVER: GLOBEVILLE LEVEE PHASE 2

- As Community Engagement Manager, Nora crafted and executed the public engagement strategy to offer community education on the pressing need for an upgraded levee in Globeville which included public meetings, small group meetings, briefings, and outreach collateral. Careful attention was paid to messaging and language access in a historically underserved neighborhood, with a special emphasis on explaining the difference between localized riparian flooding and pluvial flooding.

CITY AND COUNTY OF DENVER: SIDEWALK GAP CONSTRUCTION PROGRAM

- As Community Engagement Manager, Nora provided public information and constituent support for the Sidewalk Gap Construction Program established as a result of a GO Bond initiative in 2017. Program includes Council relations, a notification protocol, issue resolution, web updates and program office hours. variety of traditionally hard to reach communities were engaged in the planning effort including youth, the Asian Pacific community, historically Black and Latino neighborhoods, families with young children, older persons, and small business. CBOPs we're furnished with easy to use, people friendly maps, precedent images, and prompts to solicit and record community input.

SECTION 3

TEAM KEY PERSONNEL



NORA NEUREITER

COMMUNITY ENGAGEMENT & OUTREACH MANAGER



RELEVANT PAST EXPERIENCE (Continued)

CITY AND COUNTY OF DENVER: SHARED STREETS PROGRAM DESIGN

- As Community Engagement Manager, Nora designed and executed a city-wide outreach effort to gauge support for pandemic era "shared streets". Based on broad community input and an inclusive stakeholder working group, a second round of outreach sought to inform and gather feedback on the structure and fees for a permanent shared streets program, and gather ideas for five pilot shared street locations. Outreach was primarily digital using surveys, mapping tools, a dedicated project newsletter, and virtual meetings.

CITY AND COUNTY OF DENVER: DENVER MOVES BIKES UPDATE

- As Community Engagement Manager, Nora led engagement for a citywide update of the Denver Bike Map to set a 20 year vision for bikeway upgrades and increased bikeway density throughout the city. Engagement consisted of extensive promotion of online mapping tools, digital surveys, and two virtual meetings. Particular attention was paid to outreach in neighborhoods on Denver's equity index in north and west Denver. With the assistance of community based outreach partners (CBOPs) who were trained, equipped, paid, and directed by the consultant team, 35 in-person intercept events were conducted. As a result, a variety of traditionally hard to reach communities were engaged in the planning effort including youth, the Asian Pacific community, historically Black and Latino neighborhoods, families with young children, older persons, and small business. CBOPs were furnished with easy to use, people friendly maps, precedent images, and prompts to solicit and record community input.



Nora will ensure clear communication and stakeholder engagement by proactively informing residents, businesses, City Council Districts, DOTI Community Designers, and community groups about the project's scope, schedule, and potential impacts. She will lead outreach, as well as conduct public meetings, mailers, door hangers, and digital updates as lead Community Engagement & Outreach Manager. (Photo courtesy of OV Planning & Design)

SECTION 3

TEAM KEY PERSONNEL



KEVIN RITTER
PERMITTING COORDINATOR



**23 Years of
Industry Experience**

**10 Years of Experience
at Service First Permits**

EDUCATION:

- EMBA, University of Denver
- BBA, Finance, Stephen F. Austin State University

ROLE & RESPONSIBILITIES

Over the past 10 years, Service First Permits (SFP) has assisted numerous property owners/developers and contractors secure DOTI right-of-way construction and occupancy permits as needed for improvements adjacent to private properties. They have coordinated with the right-of-way permitting staff and inspectors to obtain permits in a timely manner. Kevin has served as a Permit Manager and Expediter in various projects throughout his 23 years of experience and has worked with SFP for a decade.

In his role as the Permitting Coordinator, Kevin will support SEMA by coordinating with the project management team to align permitting requirements to scope and schedule, tracking all permits on a permit register, confirming requirements with the authorities having jurisdiction (AHJ), and facilitating permit coordination meetings between the AHJ and SEMA. Kevin will develop an overall permit strategy in support of the construction schedule. Deliver the permit strategy by coordinating and performing submittals to the AHJ and will coordinate comment and responses between the AHJ and SEMA. He will also coordinate issuance of permits and assist with permit close-out.

RELEVANT PAST EXPERIENCE

CITY & COUNTY OF DENVER: MAYOR'S OFFICE OF THE NATIONAL WESTERN CENTER

- As the Permit Manager, Kevin managed the permitting process from strategy to implementation for the campus redevelopment, including enabling works infrastructure, roads, bridges, and site-specific infrastructure and buildings. He coordinated with CPD, DOTI, and other city agencies for on-time delivery of all scopes.

CITY & COUNTY OF DENVER: DENVER PUBLIC LIBRARY

- As the Permit Manager, Kevin managed the permitting process for phased delivery of interior and exterior renovations to the Central Branch under DOTI's project management. He coordinated with CPD, DOTI, and Parks & Rec. for agency reviews and permitting.

CITY & COUNTY OF DENVER: PARKS & RECREATION

- As the Permit Manager, Kevin managed and assisted various design teams and contractors with the permitting process for several park improvement projects including Paco Sanchez, Kentucky & Irving, Civic Center, Skyline, and others. He coordinated with CPD, DOTI, and Parks & Rec.



Denver Public Library (Photo courtesy of Service First Permits)

SECTION 3

TEAM KEY PERSONNEL

**JILLIAN MAUER****ENVIRONMENTAL SUBCONSULTANT****16 Years of
Industry Experience****13 Years of
Experience at Pinyon
Environmental****LICENSES & REGISTRATIONS:**

- 40 Hour OSHA HAZWOPER, 8-hour Refresher, Colorado
- CDOT Transportation Erosion Control Supervisor (TECS)
- CPR/AED Training

EDUCATION:

- BA, Environmental Studies; Emphasis in Natural Science, Connecticut College

ROLE & RESPONSIBILITIES

As Pinyon's Transportation Marker Manager, Jillian Mauer's experience in environmental management extends through the design and construction phases for multiple alternative delivery projects, for both the developer team and as the owner's representative. Jillian's technical expertise spans a multitude of NEPA resources, including hazardous material management; Regulated Asbestos Contaminated Soils (RACS); biological resources (e.g., migratory birds, wetland impacts); cultural resources (including Section 106 compliance, resource protection and mitigation); stormwater compliance; and construction dewatering. Jillian has experience developing project-specific environmental compliance plans, awareness programs for all on-site personnel, and developing processes for environmental performance tracking and corrective action to ensure environmental compliance continuity from design through construction.

Jillian has completed over 20 projects for the City and County of Denver (CCD) and has a thorough understanding of CCD environmental standards and requirements, having contributed to development of the City Materials Management Plan (MMP) and RACS Standard Operating Procedure documents, as well as project specifications for several projects.

RELEVANT PAST EXPERIENCE**CCD: COLFAX AVENUE BRT ALTERNATIVE ANALYSIS FINAL DESIGN AND NEPA STUDY CM/GC**

- As Environmental Project Manager, Jillian contributed to technical evaluations and lead a team of technical specialists to complete the FTA-led Categorical Exclusion documentation. In addition, she developed environmental specifications for the construction bid package to cover contractor requirements related to hazardous materials, biological resources, cultural resources, vibration, and noise. Jillian's involvement in the corridor spans back a decade, having contributed to the Colfax Corridor Connection Study, which laid the framework for improvements, including the proposed BRT system approved as part of the NEPA study. She performed document manager responsibilities and led the hazardous materials assessment.

MAYOR'S OFFICE OF THE NATIONAL WESTERN CENTER (NWC): NATIONAL WESTERN REDEVELOPMENT PROJECT

- As the Environmental Compliance Manager for the Horizontal Integrated Contractor (HIC), leading the environmental compliance efforts on behalf of the HIC. Given the extensive phasing of this project, Jillian collaborated with NWC, HIC, design staff, and multiple Prime Subcontractors to implement the environmental compliance program from design through construction. In this capacity, Jillian oversaw compliance of key environmental items in accordance with contractual, regulatory, and programmatic environmental requirements (e.g., stormwater compliance, contaminated materials and RACS management, dewatering). Jillian served as a key contact with local and state agencies for regulatory or permitting needs and worked closely with all levels of the project team for continued implementation and improvement of the project-specific environmental awareness and environmental performance programs.

SECTION 3 TEAM KEY PERSONNEL



JILLIAN MAUER

ENVIRONMENTAL SUBCONSULTANT

RELEVANT PAST EXPERIENCE *(Continued)*

RTD: NORTH METRO RAIL LINE DESIGN-BUILD PROJECT

- As Environmental Compliance Manager, Jillian acted as the key liaison between design and construction phases for this 13-mile commuter rail design-build project, confirming that environmental permit, contract, and project-process requirements were met through development and implementation of a robust environmental compliance program. She developed compliance plans; led cross-disciplinary reviews, awareness training, task force meetings, and field reviews; completed mitigation commitment tracking; and permitting coordination with key agencies, such as the US Army Corps of Engineers (USACE), US Fish and Wildlife Service (USFWS), SHPO, and applicable divisions of the CDPHE.

CDOT (REGION 2): BRIDGE BUNDLE DESIGN-BUILD PROJECT

- As the Environmental Compliance Manager for the design-build team on the bridge bundle replacement project of 17 rural structures located on essential highway corridors in southeastern and central Colorado. The project includes design and construction at discrete locations with sensitive environmental resources (i.e., threatened and endangered species, Gold Metal Waters, and Waters of the US), requiring permitting and coordination with a number of agencies, including: USACE, USFWS, CPW, SHPO, and CDPHE. Jillian is responsible for implementing an environmental compliance program through development of project- and site-specific management plans (i.e., Materials Management Plan, Environmental Compliance Work Plan), task force meetings and monthly field reviews, interdisciplinary design reviews, and serving in a blended team member with CDOT environmental staff.



Pinyon's work on the Northern Integrated Supply Project exemplifies the execution of achieving sustainability and resiliency goals to adapt to the changing climate impacts. Pinyon's restoration expertise was invaluable in the selection and procurement of specific resilient plant species for over 30 acres of created wetlands. The Pinyon team understands the importance of being proactive and coordinating projects needs that will bridge the gap between design and construction. This proactive planning sets up project success in achieving project goal.

Exhibit F

Task and Work Order Proposal Request Form(s)



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

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

DATE ISSUED:
[Date]

PROPOSAL DUE DATE:
[Date]

CITY & COUNTY OF DENVER PROJECT MANAGER

[Name]
[Phone]
[Email]

PROPOSAL SUBMITTAL

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

PRE-PROPOSAL CONFERENCE

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

QUESTIONS FROM PROPOSERS

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

PROJECT DESCRIPTION

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

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

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

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

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

PROJECT SCOPE AND DELIVERABLES



The Design Team shall provide the following:

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

DESIGN CONSULTANTS

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

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

PROJECT SCHEDULE

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

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

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

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

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

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

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

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



CITY AND COUNTY OF DENVER
Department of Transportation and Infrastructure

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

DATE:
[DATE]

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

CITY & COUNTY OF DENVER PROJECT MANAGER

[Name]
[Phone]
[Email]

BID SUBMITTAL

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

PRE-BID CONFERENCE

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

QUESTIONS FROM BIDDERS

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

STATEMENT OF WORK

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

Scope of Work:

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

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

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

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



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

Special Considerations:

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

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

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

PROPOSAL REQUIREMENTS

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

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

Project Cost Proposal

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

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

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

Project Schedule

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

Execution of Documents

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



MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION

Contractors shall comply with their respective Contract.

MISCELLANEOUS

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

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

Exhibit G

Task and Work Order Pricing Proposal Form(s)

TASK ORDER FEE PROPOSAL

Project Name

Firm Name

Master Contract #

City Project Manager

Date

Task Order #

% Complete Invoicing Approved?

NO

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

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

Completed By

WORK ORDER PRICING WORKSHEET

SIDEWALK PROGRAM INTEGRATED CONSTRUCTION SERVICES

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

CONTRACTOR NAME:

PROPOSAL NO.:

PROJECT NAME:

DATE:

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

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

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

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

CONTRACTOR'S TOTAL PROPOSED COST \$ -

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

CONTRACTOR'S SIGNATURE _____ DATE _____

ON-SITE REIMBURSABLE WORKSHEET FOR PROPOSAL REQUEST

SIDEWALK PROGRAM INTEGRATED CONSTRUCTION SERVICES

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

CONTRACTOR NAME:

0

PROPOSAL NO.:

0

PROJECT NAME:

0

DATE:

1/0/1900

CONTRACTOR NAME :

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

TOTAL ON-SITE REIMBURSABLE COSTS \$ -

CONTRACTOR SELF PERFORM WORKSHEET FOR PROPOSAL REQUEST

SIDEWALK PROGRAM INTEGRATED CONSTRUCTION SERVICES

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

CONTRACTOR NAME:

0

PROPOSAL NO.:

0

PROJECT NAME:

0

DATE:

1/0/1900

CONTRACTOR NAME :

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

TOTAL CONTRACTOR COSTS \$ -

SUB-CONTRACTOR WORKSHEET FOR PROPOSAL REQUEST

SIDEWALK PROGRAM INTEGRATED CONSTRUCTION SERVICES

INFRASTRUCTURE PROJECT MANAGEMENT

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

CONTRACTOR NAME: 0 PROPOSAL NO.: 0
PROJECT NAME: 0 DATE: 1/0/1900

SUB-CONTRACTOR NAME : _____

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

TOTAL SUB-CONTRACTOR COSTS \$ _____ -

Exhibit H

[Intentionally Omitted]

Exhibit I

Task/Work Order Form(s)



On-Call Professional Services Task Order

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

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

ADD BRIEF SCOPE HERE

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

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

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



On-Call Construction Services Work Order

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

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

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

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

<p><u>WORK ORDER 0 SUMMARY</u> Total Work Order Amount (Do Not Exceed): Work Order Duration: Calendar Days from NTP Scope Includes M/W/S/D/EBE Participation: Yes (M/WBE) Liquidated Damages \$ /Day</p> <hr/> <p><u>MASTER ON-CALL CONTRACT SUMMARY</u> On-Call Contract Expiration Date: M/W/S/D/EBE On-Call Participation Commitment: % (Goal Type)</p> <p>Total of All Work Orders Issued: Total Work Additions/Deductions (all changes): This Work Order: \$ 0.00 Total of All Work Orders & Changes Issued: \$ 0.00</p> <p>Maximum On-Call Contract Capacity: Remaining On-Call Contract Capacity: \$ 0.00</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Approved by Deputy City Engineer</td> <td style="padding: 5px; text-align: right;">Date</td> </tr> <tr> <td style="height: 40px;"></td> <td></td> </tr> <tr> <td style="padding: 5px;">Approved by City Attorney – If Applicable</td> <td style="padding: 5px; text-align: right;">Date</td> </tr> <tr> <td style="height: 40px;"></td> <td></td> </tr> <tr> <td style="padding: 5px;">Approved by Director (PDA)</td> <td style="padding: 5px; text-align: right;">Date</td> </tr> <tr> <td style="height: 40px;"></td> <td></td> </tr> <tr> <td style="padding: 5px;">Approved by Using Agency(s) – If Applicable</td> <td style="padding: 5px; text-align: right;">Date</td> </tr> <tr> <td style="height: 40px;"></td> <td></td> </tr> <tr> <td style="padding: 5px;">Approved by Group Manager</td> <td style="padding: 5px; text-align: right;">Date</td> </tr> <tr> <td style="height: 40px;"></td> <td></td> </tr> <tr> <td style="padding: 5px;">Approved by Project Manager</td> <td style="padding: 5px; text-align: right;">Date</td> </tr> <tr> <td style="height: 40px;"></td> <td></td> </tr> <tr> <td style="padding: 5px;">Approved by On-Call Contract Manager</td> <td style="padding: 5px; text-align: right;">Date</td> </tr> </table>	Approved by Deputy City Engineer	Date			Approved by City Attorney – If Applicable	Date			Approved by Director (PDA)	Date			Approved by Using Agency(s) – If Applicable	Date			Approved by Group Manager	Date			Approved by Project Manager	Date			Approved by On-Call Contract Manager	Date
Approved by Deputy City Engineer	Date																										
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Approved by Group Manager	Date																										
Approved by Project Manager	Date																										
Approved by On-Call Contract Manager	Date																										

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

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

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

Exhibit J

Performance and Payment Bond

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

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned **SEMA CONSTRUCTION, INC. 7353 S Eagle St. Englewood, CO 80112**, a corporation organized and existing under and by virtue of the laws of the State of CO, hereafter referred to as the "Contractor", and Federal Insurance Company / Berkshire *, a corporation organized and existing under and by virtue of the laws of the State of IN / NE, 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. 202579672 – Sidewalk Program Integrated Construction Services**, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

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

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

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

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

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to contracts with others in connection with

this project, or the work to be performed thereunder, or the Technical Specifications and Plans accompanying the same, shall in any way affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or contracts, or to the work, or to the Technical Specifications and Plans.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 2nd day of June, 2025.

Attest:

June J. Luremde
Secretary
Assistant Administrator
Secretary

SEMA Construction, Inc.

Contractor

By: [Signature]

President Steven C. Mills, Corp. V.P.

Federal Insurance Company /
Berkshire Hathaway Specialty Insurance Company

Surety

By: [Signature]

Attorney-In-Fact Jessica Jean Rini

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





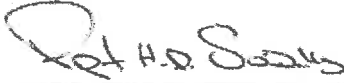
Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Anuj Jain, Kathryn E. Kade, Sheila J. Montoya, Jessica Jean Rini, Angela M. Tindol and Mona D. Weaver of Greenwood Village, Colorado

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 22nd day of November, 2024.


Rupert HD Swindells, Assistant Secretary


Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

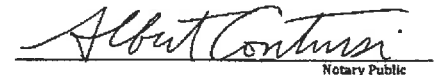
SS.

On this 22nd day of November, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

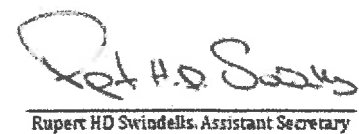
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903- 3493

Fax (908) 903- 3656

e-mail: surety@chubb.com



**Berkshire Hathaway
Specialty Insurance**

Power Of Attorney

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

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: Jessica Jean Rini, Mona D. Weaver, Sheila J Montoya, 6400 S. Fiddlers Green Circle, Suite 2000 of the city of Greenwood Village, State of Colorado, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

**BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,**

By:

David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By:

David Fields, Vice President



NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



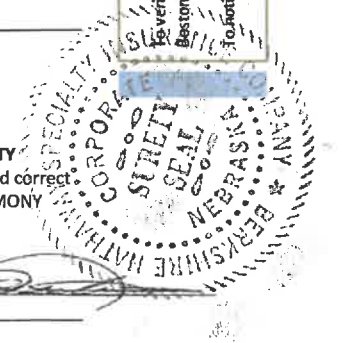
Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this _____



Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED
To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claim.knowledge@bhspecialty.com, via fax to (617) 507-8259, or via mail.



BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

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

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

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

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

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

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

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

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

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

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



May 28, 2025

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

RE: TYPE OF BOND: Performance & Payment
BOND NO.: K42022858 / 47-SUR-300308-01-0019
CONTRACT No.: 202579672
PROJECT: Sidewalk Program Integrated Construction Services
BOND AMT: \$50,000

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through Federal Insurance Company / Berkshire *, on May 28, 2025.

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

Thank you and please call me should you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jessica Rini", with a stylized flourish at the end.

Jessica Rini

* Hathaway Specialty Insurance Company

Exhibit K
Bond Rider



DENVER
THE MILE HIGH CITY

Exhibit K

CONSTRUCTION BOND CHANGE RIDER

Work Order No. _____

Contract No. _____

TO BE ATTACHED TO AND FORM PART OF

PERFORMANCE AND PAYMENT

(TYPE OF BOND)

NO: _____

IN FAVOR OF: _____ CITY AND COUNTY OF DENVER
(OBLIGEE)

ON BEHALF OF: _____
(PRINCIPAL)

EFFECTIVE: _____
(ORIGINAL EFFECTIVE DATE)

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

The Surety, _____, hereby gives is consent to:

- () 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 L
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/28/2025

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

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

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukegan IA 50263	CONTACT NAME: Heather Vencil PHONE (A/C, No. Ext): 515-223-7006 FAX (A/C, No): E-MAIL ADDRESS: hvencil@holmesmurphy.com														
INSURED SEMA Construction, Inc. 7353 S. Eagle Street Englewood, CO 80112	INSURER(S) AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : American Contractors Insurance Company</td> <td>12300</td> </tr> <tr> <td>INSURER B : The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : ACIG Insurance Agency</td> <td>19984</td> </tr> <tr> <td>INSURER D : Pacific Insurance Company, Limited</td> <td>10046</td> </tr> <tr> <td>INSURER E : XL Insurance America Inc.</td> <td>24554</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER	NAIC #	INSURER A : American Contractors Insurance Company	12300	INSURER B : The Continental Insurance Company	35289	INSURER C : ACIG Insurance Agency	19984	INSURER D : Pacific Insurance Company, Limited	10046	INSURER E : XL Insurance America Inc.	24554	INSURER F :	
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INSURER E : XL Insurance America Inc.	24554														
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 732407090**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A A A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GL25A00089 GL25B00089 GL25C00089	6/1/2025 6/1/2025 6/1/2025	6/1/2026 6/1/2026 6/1/2026	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AL25000035	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUE7033727217	6/1/2025	6/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCA000028325 WCA000028425	6/1/2025 6/1/2025	6/1/2026 6/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E D	Excess Liability Pollution / Professional Liab	N	N	US00141019LI25A 13CPIGD8377	6/1/2025 6/1/2025	6/1/2026 6/1/2026	Each Occurrence/Agg. Per Claim 15,000,000 10,000,000

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

SEMA Job #102507 Project: Integrated Const. Svcs - Sidewalk Program
 Owner: City and County of Denver Colorado
 City and County of Denver, its elected and appointed officials, employees, and volunteers are included as Additional Insureds on the Auto Liability, Pollution Liability and General Liability, on a Primary & Noncontributory basis, when required by written contract or agreement, per policy terms & conditions. Waiver of Subrogation applies to the Additional Insureds on all policies when required by written contract or agreement, per policy terms & conditions.

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver Department of Transportation & Infrastructure 201 W. Colfax Avenue, Dept 608 Denver CO 80202 USA	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE </p>
--	--

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Exhibit M

Task and Work Order Notice to Proceed Form(s)



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

Click or tap to enter a date.

Click or tap here to enter text.

Attn: Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

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

Dear Click or tap here to enter text.

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

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

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

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

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

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

Sincerely,

Deputy City Engineer

Distribution: DSBO, Prevailing Wage, DOTI Contracts,

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



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

Click or tap to enter a date.

Click or tap here to enter text.

Attn: Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

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

Dear Click or tap here to enter text.

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

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

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

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

Sincerely,

Deputy City Engineer

Distribution: DSBO, Prevailing Wage, DOTI Contracts,

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

Group Manager _____ Division Director _____

Exhibit N

Task and Work Order Change Form(s)



On-Call Professional Services Task Order Change Request

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

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

Add Scope

<p><u>TASK ORDER 0, CHANGE REQUEST 0 SUMMARY</u></p> <p>Original Task Order: \$0.00 Original Task Order Duration: Calendar Days Original Task Order Completion Date: Scope Includes M/W/S/D/EBE Participation: No</p> <p>Previous Task Order Additions/Deductions: \$0.00 This Task Order Change (+/-): New Task Order Total (Do Not Exceed): \$ 0.00</p> <p>Adjust the Task Order Completion By: Calendar Days New Task Order Completion Date:</p> <p>TASK ORDER CATEGORY (if applicable): Category Task Order Amount: Remaining Category Task Order Amount: MWBE On-Call Participation Commitment:</p> <hr/> <p><u>MASTER ON-CALL CONTRACT SUMMARY</u></p> <p>On-Call Contract Expiration Date: M/W/S/D/EBE On-Call Participation Commitment: 0</p> <p>Total of All Task Orders Issued: Total Task Additions/Deductions (All Changes): This Task Order Change: \$ 0.00 Total of All Task Orders and Changes Issued: \$ 0.00</p> <p>Maximum On-Call Contract Capacity: Remaining On-Call Contract Capacity: \$ 0.00</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="height: 60px; vertical-align: bottom; padding: 5px;">Approved by Deputy City Engineer</td> <td style="width: 10%; vertical-align: bottom; padding: 5px;">Date</td> </tr> <tr> <td style="height: 60px; vertical-align: bottom; padding: 5px;">Approved by Director (PDA)</td> <td style="width: 10%; vertical-align: bottom; padding: 5px;">Date</td> </tr> <tr> <td style="height: 60px; vertical-align: bottom; padding: 5px;">Approved by Using Agency(s) – If Applicable</td> <td style="width: 10%; vertical-align: bottom; padding: 5px;">Date</td> </tr> <tr> <td style="height: 60px; vertical-align: bottom; padding: 5px;">Approved by Group Manager</td> <td style="width: 10%; vertical-align: bottom; padding: 5px;">Date</td> </tr> <tr> <td style="height: 60px; vertical-align: bottom; padding: 5px;">Approved by Project Manager</td> <td style="width: 10%; vertical-align: bottom; padding: 5px;">Date</td> </tr> <tr> <td style="height: 60px; vertical-align: bottom; padding: 5px;">Approved by On-Call Manager</td> <td style="width: 10%; vertical-align: bottom; padding: 5px;">Date</td> </tr> </table>	Approved by Deputy City Engineer	Date	Approved by Director (PDA)	Date	Approved by Using Agency(s) – If Applicable	Date	Approved by Group Manager	Date	Approved by Project Manager	Date	Approved by On-Call Manager	Date
Approved by Deputy City Engineer	Date												
Approved by Director (PDA)	Date												
Approved by Using Agency(s) – If Applicable	Date												
Approved by Group Manager	Date												
Approved by Project Manager	Date												
Approved by On-Call Manager	Date												

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

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

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

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

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

1/2023 (rev.1)

Exhibit O

Work Order Substantial Completion Notice Form



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

Click or tap to enter a date.

Attn: Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

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

Dear Click or tap here to enter text.

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

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

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

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

Sincerely,

Deputy City Engineer

Contractor

Click or tap here to enter text.

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

Prepared by: Project Manager _____

Reviewed by: Supervisor _____ Group Manager _____ Division Director _____

Exhibit P

Work Order Final Acceptance Notice Form



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

Click or tap to enter a date.

Click or tap here to enter text.

Attn: Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

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

Dear Click or tap here to enter text.

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

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

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

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

Sincerely,

Deputy City Engineer

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

Prepared by: Project Manager _____

Reviewed by: Supervisor _____ Group Manager _____ Division Director _____

Exhibit Q

Certificate of Contract Release



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

Current Date
Name
Street Address
City, State, Zip

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

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

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

Contractor's Signature

Date Signed

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

Sincerely,

Contract Administration

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

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

Exhibit R

Final/Partial Release and Certificate of Payment Form

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

(PROJECT NO. and NAME)

Date: _____, 20____.

(NAME OF OWNER)

Contract #: _____.

(NAME OF PRIME CONTRACTOR)

Contract Value: \$ _____.

Current Progress Payment: \$ _____.

Date: _____.

Total Paid to Date: \$ _____.

Date of Last Work: _____.

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

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

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

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

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

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

(Name of Contractor)

By: _____

Title: _____

Exhibit S

Contractor’s Certification of Payment Form



DENVER
OFFICE OF ECONOMIC
DEVELOPMENT

Instructions for Completing the Contractor/Consultant Certification of Payment Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit T

Rules and Regulations Regarding Equal Opportunity

RULES AND REGULATIONS

REGARDING

EQUAL EMPLOYMENT OPPORTUNITY

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

RULE I - DEFINITIONS

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

RULE II - NOTICE OF HEARING

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

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

RULE III - *HEARING*

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

REGULATIONS

REGULATION NO. 1 - ORDINANCE:

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

REGULATION NO. 2 - EXEMPTIONS:

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

REGULATION NO. 3 - DIRECTOR OF CONTRACT COMPLIANCE:

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

REGULATION NO. 4 - GOALS AND TIMETABLES:

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

REGULATION NO. 5 - AWARD OF CONTRACTS:

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

REGULATION NO. 6 - PUBLICATION AND DUPLICATION:

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

REGULATION NO. 7 - NOTICE TO PROCEED:

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

REGULATION NO. 8 - CONTRACTS WITH SUBCONTRACTORS:

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

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

REGULATION NO. 9 - AGENCY REFERRALS:

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

REGULATION NO. 10 - CLAUSES:

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

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

All amendments to the appendices shall be included by reference.

REGULATION NO. 11 - SHOW CAUSE NOTICES:

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

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

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

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

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

APPENDIX A

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

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

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

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

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

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

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

APPENDIX F

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

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

NOTICE

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

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

/s/_____

Executive Director of Transportation and
Infrastructure
City and County of Denver

A. REQUIREMENTS - AN AFFIRMATIVE ACTION PLAN:

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

1. GOALS AND TIMETABLES:

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

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

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

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

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

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

2. SPECIFIC AFFIRMATIVE ACTION STEPS:

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

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

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

NOTE:

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

3. NON - DISCRIMINATION:

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

4. COMPLIANCE AND ENFORCEMENT:

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

B. CONTRACTORS SUBJECT TO THESE BID CONDITIONS:

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

1. Where the Office of Contract Compliance finds that a contractor failed to comply with the requirements of Article III, Division 2 of Chapter 28 of the Revised Municipal Code or the implementing regulations and the obligations under these Bid Conditions, and so informs the Manager, the Manager shall take such action and impose such sanctions, which include suspension, termination, cancellation, and debarment, as may be appropriate under the Ordinance and its regulations. When the Manager proceeds with such formal action it has the burden of proving that the Contractor has not met the goals contained in these Bid Conditions. The Contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these Bid Conditions.
2. The pendency of such proceedings shall be taken into consideration by the Department of Transportation and Infrastructure in determining whether such contractor can comply with the requirements of Article III, Division 2 of Chapter 28 of the Revised Municipal Code, and is therefore a "responsible prospective contractor".
3. The Division of Small Business Opportunity shall review the Contractor's employment practices during the performance of the contract. If the Division of Small Business Opportunity determines that the Contractor's Affirmative Action Plan is no longer an acceptable program, the Director shall notify the Manager.

C. OBLIGATIONS APPLICABLE TO CONTRACTORS:

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

D. GENERAL REQUIREMENTS:

Contractors are responsible for informing their subcontractors in writing regardless of tier, as to their respective obligations. Whenever a Contractor subcontracts a portion of work in any trade covered by these

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

1. Contractors hereby agree to refrain from entering into any contract or contract modification subject to Article III, Division 2, Chapter 28 of the Revised Municipal Code with a contractor debarred from, or who is determined not to be a "responsive" bidder for the City and County of Denver contracts pursuant to the Ordinance.
2. The Contractor shall carry out such sanctions and penalties for violation of these Bid Conditions and the Equal Opportunity Clause including suspension, termination and cancellation of existing subcontracts and debarment from future contracts as may be ordered by the Manager pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code and its implementing regulations.
3. Nothing herein is intended to relieve any contractor during the term of its contract from compliance with Article III, Division 2, Chapter 28 of the Revised Municipal Code, and the Equal Opportunity Clause of its contract with respect to matters not covered in these Bid Conditions.
4. Contractors must keep such records and file such reports relating to the provisions of these Bid Conditions as shall be required by the Office of Contract Compliance.
5. Requests for exemptions from these Bid Conditions must be made in writing, with justification, to the Manager of the Department of Transportation and Infrastructure, 201 W. Colfax, Dept. 608, Denver, Colorado 80202, and shall be forwarded through and with the endorsement of the Director.

Exhibit U
Prevailing Wage Rates



TIMOTHY M. O'BRIEN, CPA
AUDITOR

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

City and County of Denver

2025 Highway General Wage Decision

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

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

General Wage Decision No. CO 20250009

Superseded General Decision No. CO 20230009

Modification No. 0

Publication Date: 01/2/2025

(7 pages)

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

Attachments as listed above.

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

General Decision Number: CO20250009 01/02/2025

Superseded General Decision Number: CO20240009

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

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

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

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

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

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

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

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

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

Modification number Publication date

0	01/03/2025
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CARP9901-008 05/01/2024**CARPENTER** (Form Work Only)**RATES**

\$33.11

FRINGES

\$12.17

ELEC0068-016 03/01/2011**RATES****FRINGES****TRAFFIC SIGNAL INTALLATION**

Zone 1

\$26.42

4.75%+8.68

Zone 2

\$29.42

4.75%+8.68

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

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

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

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

ENGI0009-008 05/01/2024**POWER EQUIPMENT OPERATOR****RATES****FRINGES**

(3)-HYDRAULIC BACKHOE (Wheel Mounted, under 3/4 Yds), Hydraulic Backhoe (Backhoe/Loader Combination), Drill Rig Caisson (Smaller than Watson 2500 and Similar), Loader (Up to and including 6 Cu. Yd.)

\$35.03

\$15.20

(3)-LOADER (Under 6 Cu. Yd.) Denver County

\$35.03

\$15.20

(3)-MOTOR GRADER (Blade-Rough) Douglas County

\$33.19

\$15.20

(4)-CRANE (50 Tons And Under), **SCRAPER** (Single Bowl, Under 40 Cu. Yd)

\$35.78

\$15.20

(4)-LOADER (Over 6 Cu. Yd) Denver County

\$35.20

\$15.20

(5)-DRILL RIG CAISSON (Watson 2500 Similar Or Larger), **CRANE** (51-90 Tons), **SCRAPER** (40 Cu. Yd and Over)

\$35.41

\$15.20

(5)-MOTOR GRADER (Blade-Finish) Douglas County

\$35.58

\$15.20

(6)-CRANE (91-140 Tons)

\$35.28

\$15.20

SUCO2011-004 09/15/2011**CARPENTER** (excludes form work)**RATES**

\$19.27

FRINGES

\$5.08

CEMENT MASON/CONCRETE FINISHER**RATES**

\$20.18

FRINGES

\$5.75

DOUGLAS COUNTY

\$18.75

\$3.00

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

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

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

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

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

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

Office of the Prevailing Wage Administrator for Supplemental Rates

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

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

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