

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

CONTRACT NO. 202475473-00

2024 Integrated Mechanical Services

CONTRACT

THIS CONTRACT (“Contract” or “Agreement”) is made and entered into between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **MURPHY COMPANY MECHANICAL CONTRACTORS AND ENGINEERS**, a Missouri corporation with its principal place of business located at 1233 N. Price Rd, Saint Louis, MO 63132 (the “Contractor”).

1. The City has identified a need to retain a highly qualified Mechanical 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”), selected mechanical services for deferred maintenance projects in multiple municipal buildings.

2. The Integrated Mechanical Services Program (the “Program” defined below) may include, without limitation, the following scopes of work: preconstruction, in-house engineering, estimating, investigations, cost control, installation, coordination with all other disciplines and customers, schedule commitment, and start-up/commissioning for each project.

3. In accordance with Section 20-56 of the Denver Revised Municipal Code, the City issued a RFP on May 21, 2024 for integrated mechanical services. Proposals were received by the Executive Director of Transportation and Infrastructure, who recommended that a contract for Integrated Mechanical Services 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 agrees to perform and provide personnel for all services required to administer and implement the Program on behalf of the Department of Transportation and Infrastructure 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:

1.0 DEFINITIONS

1.1 Integrated Mechanical Services for Deferred Maintenance Program - General. (the “**Integrated Mechanical Services Program**” or “**Program**”). The City and County of Denver (“City”) wishes to deliver this work via an integrated contract and seeks a Mechanical Contractor (“MC”) to provide “turn-key” integrated preconstruction, in-house engineering, and construction services for multiple mechanical projects throughout the City of Denver. The goal is to complete the current and future mechanical deferred maintenance projects over a three-year term. The MC shall create an overall schedule that includes all known projects that allows work to be completed at the proper time of year to limit disruptions and discomfort of the tenants within each facility. The MC will develop and initiate solutions to each project. Most projects are deferred mechanical maintenance within the City’s buildings and include equipment replacement and facility improvements.

All work to be done under this Contract has been divided into two categories:

1. Program Management and Preconstruction services task orders; and
2. Mechanical Construction Services work orders

All work will be authorized by task order or work order. These two types of task/work orders have unique requirements related to procurement, pricing and payment. The City may in its sole discretion decide to procure and perform mechanical maintenance work using alternative methods.

1.2 Program Management and Preconstruction Services. Program management, preconstruction services and in-house engineering task order work may include, but is not limited to:

1. **Program Management** (Billed Hourly)
 - a. Services to manage overall Program
 - b. Project and Facility Scope Assessments
 - c. Safety Management
 - d. Quality Management
 - e. Overall Program Scheduling
2. **Preconstruction** (Billed Hourly)
 - a. Visit site to develop complete scope of work and preliminary schedule for each project
 - b. Develop Preconstruction Cost for each project
 - c. Meetings with customers to review expectations of the project
 - d. Consultation and recommendations related to budgeting, cost analysis of various design and phasing options, and constructability.
 - e. Determine alternatives that maximize energy performance
 - f. Detailed construction cost estimate
 - g. Develop design and construction schedule for each approved project
 - h. Management of long lead items as needed to maintain schedules
 - i. Coordination with subcontractors as necessary for preconstruction activities
 - j. Perform constructability review

k. Coordinate with utility companies

3. **In-house Engineering Work Billed Hourly**

- a. Develop preliminary engineering as needed to complete preconstruction services
- b. Level of design documents required will be determined based on the project's scope of work. For large or complex projects expect to illustrate the scope of work and describe the construction requirements for each trade. Establish the complete scope including equipment schedules and specifications as appropriate for each design stage. Develop SD's, DD's, and CD's. For smaller projects the Project Manager may agree to go directly to CD's. Project Manager may also agree that like-for-like equipment replacement may not need design documents
- c. Establish in detail the quality levels of materials and systems required for the Project
- d. Completely coordinated set of documents with all subcontractors, as needed, including general trades, electrical and structural engineering
- e. Complete set of construction documents that will be submitted by the Contractor for construction permit
- f. Complete calculations to right size all new equipment, complete building load calculations as needed
- g. Develop and coordinate all sequence of operation changes to BAS
- h. Review utility rebate options

1.3 Mechanical Construction Work. Mechanical Construction Work is the work required to complete construction in accordance with all applicable codes, specifications and drawings as authorized by a work order in full compliance with all applicable environmental, health and safety requirements and includes:

- a. Conduct a pre-construction conference
- b. Submit for and obtain all necessary building permits. Be responsible for responding to all Building Department review comments.
- c. Observe the work in progress for conformance with the Contract Documents and Scope of Work.
- d. Perform field inspections and other quality control activities.
- e. Monitor and update construction schedules throughout the course of construction.
- f. Oversee subcontractor's work.
- g. Provide for the safety of the workers.
- h. Manage change orders and obtain required local agency approval.
- i. Manage submittals and monitor City and designer's review activities.

- j. Manage Requests for Information (RFI).
- k. Apply for any available utility rebates.
- l. Establish a punch list system.
- m. Project Closeout
- n. Punch List(s), Review requests for Substantial and Final Completion
- o. Complete all required project closeout documentation per the contract and the general conditions to the contract including as built drawings, O&M manuals and Owner training.

1.4 Direct Cost of the Work. The “**Direct Cost of the Work**” or “**Direct Cost**” of the work is only relevant to mechanical construction work orders and includes self-performed mechanical construction work, material, and subcontractor’s labor.

1.5 Material is defined for the purposes of this contract as material, supplies, and installed equipment incorporated into or consumed by the Work. Material requires competitive pricing. If actual costs are not available, this cost shall be the lowest commercially available price including all discounts and rebates and all applicable taxes. Such cost shall be based on buying the material, supplies and equipment in the largest practical quantity to receive quantity discounts.

1.6 Equipment is defined for the purposes of this contract as actual cost of owned or rented equipment, other than small tools and does not require competitive pricing.

1.7 Contractor’s Management Fee. “**Contractor’s Management Fee**” or “**Fixed Fee**” is the fixed percentage applied to the Direct Cost only. Contractor’s Fixed Fee includes all Contractor overhead and profit. Fixed Fee is applied to everything other than General Conditions and Task Orders. Contractor’s Fixed Fee is 15% of the Direct Cost of the Work. Contractor’s Fixed Fee is only relevant to mechanical construction work orders.

1.8 “Contractor’s General Conditions Costs” or “General Conditions” are only the following costs incurred by the Contractor that are only relevant to mechanical construction work orders:

- a) the actual cost of taxes,
- b) bonds,
- c) insurance and permits.

1.9 Task and Work Order Maximum. Each task or work order will include a “Task/Work Order Maximum.”

- a) The **Task Order Maximum** for Program Management and Preconstruction tasks 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 A**. These may include a negotiated amount for additional related work that will be subject to the Task Order Maximum.
- b) The **Work Order Maximum**, is the Lump Sum. Mechanical Construction Work Orders will be determined by applying the following formula:

$$\text{Direct Cost} + \text{Contractor’s Fixed Fee} + \text{General Conditions} = \text{Lump Sum}$$

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

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

1.11 Executive Director. The terms "Executive Director of Transportation and Infrastructure," "Executive Director", "Manager of Transportation and Infrastructure" and "Manager" are interchangeable and shall have the same meaning.

2.0 PROGRAM SERVICES

2.1 Program Management and Preconstruction Services. The following services are part of all Program Management and Preconstruction Services Task Orders unless explicitly excluded:

2.1.1 Program Administration. The Contractor will provide overall Program administration service 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 all project stake holders. The Contractor shall also be responsible for the close-out process on all task 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.

2.2 Construction Services. The following services are part of all Construction Work Orders unless explicitly excluded:

2.2.1 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. The Contractor will provide all management services required to satisfactorily complete each Work Order including subcontractor management and subcontract administration and oversight.

2.2.2 Project Closeout. The Contractor shall submit a Closeout Plan at the beginning of the Project for City review and acceptance. The Closeout Plan will detail the methodology by which each Work Order and the overall Project closeout requirements will be met as well as how warranty issues (if applicable) will be addressed, all in accordance with 2011 Yellow Book General Conditions.

2.2.3 Administration – M/WBE EDI Plan and Prevailing Wage. Contractor shall ensure compliance with the M/WBE Equity, Diversity, and Inclusion (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.

2.2.4 Meetings and Reports. At a minimum, a weekly progress meeting will be held at the Project 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 Master Program Schedules (maintained by the City), Project Budget, M/WBE Compliance Plan, percent complete, and budget performance. The Contractor shall also provide regular reports to the City's designated Project Manager on the progress of work of each Work Order in the form and including the information directed by the City.

2.3 Program and Preconstruction Services Staffing. The Contractor will establish a core team of management staff 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 single Project Manager. Key Personnel are listed in **Exhibit B**. 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.

3.0 PERSONNEL

3.1 Key Personnel – General Requirements.

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

3.1.2 The Contractor shall submit to the Project Manager a list of any additional Key Personnel who will perform work under this Agreement within thirty (30) days after this Agreement has been executed, together with complete resumes and other information describing their ability to perform the tasks assigned.

3.1.3 Such additional Key Personnel must be recommended by the Contractor and approved by the City Project 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.

3.1.4 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 Project Manager. The Project Manager's approval shall not be unreasonably withheld.

3.2 Key Personnel – Specific Positions. The Key Personnel will consist of, at a minimum, the following personnel:

3.2.1 Preconstruction Manager. Contractor shall designate a Preconstruction Manager responsible for the overall coordination and management of entire project. Preconstruction Manager shall be direct contact for all Preconstruction and Estimating Services in charge of all cost, schedule control, and procurement of the individual Work Orders assigned by the City. Preconstruction manager will act as a single point of contact for the City in all matters

related to the Project. The Preconstruction Manager may be responsible for, among other duties: managing the M/WBE program to ensure that the M/WBE EDI Plan is implemented and followed; project records, files, correspondence, 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.

3.2.2 Contractor Program Manager. Contractor shall designate a Contractor Project Manager (“CPM”) responsible for the management of each Work Order for Mechanical Services. The CPM may act as a single point of contact for the City in all matters related to the Work Order. All field supervision staff for each individual Work Order will report to the CPM. The CPM may be responsible for, among other duties: work order schedule, coordinating construction activities with Customer, 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.

4.0 INTEGRATED MECHANICAL SERVICES PROJECT DELIVERY

4.1 Task Order Pricing Request.

The City will issue to the Contractor a Task Order Proposal Requests in the form attached as **Exhibit C**. Each Proposal Request will be for either program, preconstruction management and/or in-house engineering services. Task Order Proposal Requests will identify the needed scope of work and applicable schedule requirements. Each Request will result in a final Task Order Pricing Proposal from the Contractor incorporating the City’s request.

4.2 Work Order Pricing Request.

The City will issue to the Contractor Work Order Proposal Requests, if construction proposal is not included in a Task Order, in the form attached as **Exhibit C**. Each Proposal Request will be for Mechanical Construction work. Work Order Proposal Requests will identify the agreed upon scope of work and applicable schedule requirements. Proposal Requests for Mechanical Services will identify the performance period, any liquidated damage requirements, and other specific terms and conditions. Each Request will result in a final Work Order Pricing Proposal from the Contractor incorporating the City’s request.

4.3 Procurement and Pricing Proposal.

4.3.1 Program and Preconstruction Task Orders. Upon receipt of a Task Order Pricing request for Program and Preconstruction Work, Contractor will expeditiously prepare a Pricing Proposal with estimated hours and units required to complete the requested work using the hourly rates and unit prices rates proposed by Contractor and attached as **Exhibit A**. Pricing for such task orders will be paid pursuant to fully burdened hourly rates set forth in paragraph 7.1.

4.3.2 Mechanical Construction Work Orders. Upon receipt of a Work Order Pricing request for Mechanical Construction Work, or as part of the deliverables of a Task Order, the Contractor will expeditiously prepare a Work Order Pricing Proposal. The lump-sum pricing for each project shall be transparent and available for review and negotiation with the City’s

Project Manager (pricing shall include all labor hours, at the rate set forth in **Exhibit A** competitive material pricing, competitive subcontractor pricing and Contractor's fixed fee). The contractor shall obtain three (3) bids for materials and subcontractor work unless prior approval by the City Project Manager in writing. 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 Work Order, completion deadlines and details of the Work. Each such Work Order will be based on a schedule of values to measure progress and establish payment for the Work during a particular pay period.

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 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 historical information and industry references such as RS Means and MCAA. If the Proposal is ultimately acceptable to the City, the City will issue a Work/Task Order, on either a Project and Preconstruction Task Order in the form attached as **Exhibit E**, or a Mechanical Construction Work Order in the form attached as **Exhibit E** 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.

The City reserves the right to issue a Work or Task Order, at the price and under the terms of the Contractor's pricing submittal at any time before the expiration of 120 consecutive calendar days from the date the pricing submittal was received by the City.

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 Project 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 I**.

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. Mechanical Construction services shall be performed by licensed contractors, selected and paid by the Contractor and acting in the interest of the Contractor.

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 Project Manager.

4.5.1.1 Work. The term “Work”, as used in the Contract Documents shall mean the Contractor’s equipment and physical plant, labor, management, administration, supervision, materials and supplies, and all other things needed to assemble, manufacture, complete or perform any Work issued pursuant to the Contract Documents. Unless otherwise specified or clearly inapplicable from the context of a given provision, each and every General Contract Condition contained or referenced in the Contract Documents shall apply to and control all Work performed hereunder on a Work Order by Work Order basis.

4.5.2 Performance and Payment Bond.

Title 15 of the General Contract Conditions shall generally apply to this Contract as supplemented by the following:

A Performance and Payment Bond, in the form included in these Contract Documents, shall be furnished covering all Work performed hereunder. An initial bond in the amount of **One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00)** 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.

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 the Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-”VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty

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

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 H**, 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, with the exception of Professional Liability, Contractor's insurer shall waive subrogation rights against the City.

4.5.3.5 Subcontractors. All subcontractors (including 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 Excess/Umbrella Liability. Contractor shall maintain excess liability limits of \$5,000,000. Coverage must be written on a “follow form” or broader basis. Any combination of primary and excess coverage may be used to achieve required limits.

4.5.3.9 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.

4.5.3.10 Professional Liability (Errors & Omissions). Contractor shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.

4.5.3.11 Additional Provisions.

4.5.3.11.1 For Commercial General Liability, the policies must provide the following:

4.5.3.11.1.1 That this Agreement is an Insured Contract under the policy;

4.5.3.11.1.2 Defense costs are outside the limits of liability;

4.5.3.11.1.3 A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and

4.5.3.11.1.4 A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

4.5.3.11.2 For claims-made coverage:

4.5.3.11.2.1 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.

4.5.3.11.3 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:

4.5.4.1 Should the Contractor fail to complete any Work Order within the Contract Time allocated in that Work Order, the Contractor shall become liable to the City and County of Denver for liquidated damages, and not as a penalty, **at the liquidated damages rate specified in that Work Order**, for each consecutive calendar day that the Contractor exceeds the period of performance specified in the Work Order, all in accordance with the provisions of General Contract Condition 602.

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

4.5.4.2 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 Project 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 Project Manager, in writing.

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. Task Order Changes will be priced using the same method used for Task Orders. Task Order changes must be issued on Task Order Change Form attached as **Exhibit J**.

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:

4.5.7.1 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. Work Order Changes must be issued on the Work Order Change Form attached as **Exhibit J**. Work Order Changes will be priced using the same method used for Work Orders. The procurement requirements for Work Orders may not apply to Work Order Changes. The Contractor and Project Manager will agree on the extent to which Contractor will be required to obtain bids on Work Order Changes. All Work Order Changes will include a not to exceed maximum amount.

4.5.7.2 The Work Order Change will identify any increase or decrease in the cost, change in the period of performance and any other modifications to the performance requirements for that particular Work Order.

4.5.8 Substantial Completion. When the Contractor considers the Work to be substantially complete he will request that the City inspect the work and a punch list will be developed. Upon completion of the inspection, if the Project Manager determines the Work Order complete, a Certificate of Substantial Completion, in the form attached hereto as **Exhibit K**, 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 L**. Final payment for the Work Order, including payment of all related retention, will be made in accordance with the Contract Documents. A Consent of Surety and a completed Work Order Final Receipt, in the form attached hereto as **Exhibit N**, must be submitted at or before the time final payment is made.

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 herein by reference, Index attached)

The City's Request for Proposal dated May 21, 2024(incorporated herein by reference)

Contractor's Response to RFP dated June 20, 2024 (incorporated herein by reference)

Exhibit A –Rate Sheets and Fixed Fee Form

Exhibit B – List of Key Personnel

Exhibit C – Task and Work Order Proposal Request Forms

Exhibit D – Task and Work Order Pricing Proposal Forms

Exhibit E – Task and Work Order Forms

Exhibit F - Performance and Payment Bond

Exhibit G – Bond Rider

Exhibit H – Certificate of Insurance

Exhibit I – Task and Work Order Notice to Proceed Forms

Exhibit J – Task and Work Order Change Forms

Exhibit K - Work Order Substantial Completion Notice Form

Exhibit L – Work Order Final Acceptance Notice Form

Exhibit M – Certificate of Contract Release

Exhibit N – Final/Partial Lien Release Form

Exhibit O – Contractor's Certificate of Payment Form

Exhibit P – Rules and Regulations Regarding Equal Opportunity

Exhibit Q – Prevailing Wage Rates

Exhibit R – Minority/Women Owned Business Enterprise Equity, Diversity, and Inclusion (EDI) Plan (incorporated herein by reference)

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 Contract;

2. each fully executed Work/Task Order;
3. the General Contract Conditions;
4. all other Exhibits.

5.2 Intent of Integrated Mechanical Services. The intent of the Contract Documents is to include all terms, conditions, work items and services necessary or required for the proper execution and completion of 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:

Compliance with all the latest applicable building codes, City amendments, regulations and standards.

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 Contract. This Contract 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 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 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 Project 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 Design Contractor under this Agreement. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of work performed by the Design 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 Design Contractor.

Denver Department of Transportation and Infrastructure

<u>Project Manager</u>	<u>Telephone</u>
Scott McFarland	720-913-4515

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 Project Manager and confirm such notification with formal correspondence no later than forty-eight (48) hours after the occurrence.

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

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.

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 Task/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 ("DOTI"), the Project 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 Project Manager and issued to all attendees, as well as those other parties designated by the City, no later than three working days after the meeting. Unless approved in advance in writing by the Project Manager and to the greatest extent practicable, Project meetings with the City shall be conducted in the City and County of Denver, Colorado.

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 - In-house Engineering and Preconstruction Work. Contractor will be paid for hours worked at the hourly rates set forth in **Exhibit A** for Project Management and Preconstruction Services for work authorized by executed Task Order.

8.1.1 Payments to Contractors for Preconstruction Services and In-house Engineering Task Orders, Invoices.

The Contractor shall invoice and be paid monthly based on hours worked at hourly rates included in **Exhibit A**, reimbursable expenses and additional services all subject to the maximum task order amount and the Maximum Contract Amount. Such invoices shall reflect the Contractor's actual hours, sub-consultant costs and reimbursable costs, and shall be based on the hourly rates or other rates for services contained in **Exhibit A**. The rates contained in **Exhibit A** can be modified only by a written amendatory or other agreement executed by the parties and signed by the signatories to this Agreement. The Contractor shall maintain contemporaneous hourly records of the actual hours worked by its personnel and sub-consultant, 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 Project Manager, and approval by the City, payment shall issue. Final payment to the Contractor, for each assigned task, shall not be made until after the task is accepted and deliverables are delivered to the City, and the duties agreed to in the approved task proposal for that task are otherwise fully performed by the Contractor.

8.2 Compensation – Mechanical Construction Work. Contractor will be paid based upon the percentage of work completed using an approved schedule of values and subject to the Work Order Maximum.

8.2.1 Payments to Contractor for Work Orders: Work Order requests for payment shall be submitted as monthly invoices to the City Project Manager. Contractor further agrees that, to the fullest extent possible, the City shall be entitled to all non-Confidential records, reports, data and other information related to the Project that are available to Contractor, including,

but not limited to, information related to Contractor and subcontractor billings. Applications for payment shall be based on the Contract and approved schedule of values described in GC 903.1.

In accordance with General Contract Condition 902, PAYMENT PROCEDURE, the party(ies) responsible for review of all Pay Applications shall be the Project Manager assigned to each Work Order.

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

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 (**Exhibit N**) and Certification of Payment Form (**Exhibit O**) and Certificate of Contract Release Form (**Exhibit M**) from the Contractor.

8.2.1.1 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 **FIFTEEN MILLION DOLLARS AND NO CENTS (\$15,000,000.00)** (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 paragraph 7 as if fully set forth herein.

9.0 TERM. The Agreement will commence on execution and will expire three (3) years thereafter unless it is extended by written amendment. Contractor may complete any work authorized by a properly executed Work Order before the term expires and the term of this agreement will extend until the Work is completed or the 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, marital status, source of income, military status, protective hairstyle, or disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder. Further, the Contractor agrees to comply with the provisions of Section 28-45 to 28-47, DRMC, and all Rules and Regulations promulgated and adopted by the Executive Director of Transportation and Infrastructure 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 P**.

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 Minority and Women-Owned Business Enterprise Requirements

- (a) This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (“D.R.M.C.”), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “MWBE Ordinance”); and any Rules and Regulations promulgated pursuant thereto. The Contractor [Goal] Commitment for MWBE participation for this agreement is **15%** as stipulated in the DSBO MWBE Commitment Form submitted by the Contractor.
- (b) Under § 28-68, D.R.M.C., the Contractor/Consultant 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/Consultant acknowledges that:
 - (1) If directed by DSBO, the Contractor/Consultant 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/Consultant must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE requirement. The Utilization Plan is subject to modification by DSBO.
 - (2) If change orders or any other contract modifications are issued under the Agreement, the Contractor/Consultant shall have a continuing obligation to

promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.

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

10.4 Prevailing Wage 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, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the contract were encumbered. A copy of the applicable prevailing wage rate schedule is attached as **Exhibit Q** and incorporated herein by reference.

Date bid or request for qualifications/proposals was advertised May 21, 2024.

Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. 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.

10.4.1 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.

10.4.2 Workforce Program. The City is committed to developing and implementing a Workforce Program to increase outreach, training, job opportunities and employment of people in economically disadvantaged areas and populations, while maintaining a competitive procurement environment on large construction projects. In addition, the City is committed to addressing shortages in qualified construction workers generally and in Targeted Categories by increasing the number of apprentices. In the event that a work order will be issued for ten million dollars or more, Contractor shall contact the Denver Construction Careers Program (DCCP) of the Denver Economic Development and Opportunity agency (DEDO) to determine applicable requirements before submitting their final proposal. Contractor shall comply with requirements established by the DCCP. The executed work order will include workforce requirements established by the DCCP. Additional information and contact information can be found at <https://www.denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Economic-Development-Opportunity/Employers-Jobseekers/Denver-Construction-Careers-Program>.

10.5 Applicability of Laws. This Contract and Agreement between the Contractor and the City shall be deemed to have been made in the City and County of Denver, State of Colorado

and shall be subject to, governed by and interpreted and construed in accordance with the laws of the State of Colorado and the Charter, the Revised Municipal Code, Rules, Regulations, Executive Orders and fiscal rules of the City. As such, the Contractor shall at all times comply with the provisions of the Charter, Revised Municipal Code, Rules, Regulations, Executive Orders and fiscal rules of the City, and those of the State of Colorado and Federal Laws and Rules and Regulations, which in any manner limit, control or apply to the actions or operations of the Contractor, any Subcontractors, employees, agents or servants of the Contractor engaged in the Work or affecting the materials and equipment used in the performance of the Work, as the same may be, from time to time, promulgated, revised or amended. The Charter and Revised Municipal Code of the City, as the same may be amended from time to time, are hereby expressly incorporated into this Contract as if fully set out herein by this reference.

10.6 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.

10.7 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.

10.8 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.

10.9 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.

10.10 Proprietary or Confidential Information.

10.10.1 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.

10.10.2 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.

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

10.12 Professional Obligations.

10.12.1 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.

10.12.2 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.

10.12.3 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.

10.13 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.

10.14 Examination of Records and Audits. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

10.15 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: Murphy Company Mechanical Contractors And Engineers
1233 N. Price Rd,
Saint Louis, MO 63132

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

With a copy to: Scott McFarland
Engineering Manager
Department of Transportation and Infrastructure
201 West Colfax, Department 506
Denver, CO 80202

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

10.16 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.

10.17 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.

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

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

10.20 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: DOTI-202475473-00
Contractor Name: MURPHY COMPANY MECHANICAL
CONTRACTORS AND ENGINEERS

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202475473-00
MURPHY COMPANY MECHANICAL
CONTRACTORS AND ENGINEERS

DocuSigned by:
Matt Maurio
190359BC64F94CE...

By: _____

Matt Maurio

Name: _____
(please print)

Title: Operations Manager

(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

Rate Sheets and Fixed Fee Form

Fixed Fee Proposal Form

Title 9 of the General Contract Conditions shall generally apply to this Contract as supplemented by the following:

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

B. **Prices** – The Contractor will provide detailed pricing information, reference Proposal Request Pricing Worksheet.

Direct labor costs shall include only the cost associated with the workers who actually perform the Work (including fringe benefits and the Contractor's actual cost for Worker's Compensation, Social Security, and Payroll taxes). The labor cost shall include all small tools and miscellaneous supplies. The costs of supervision, management and field or office overhead costs shall not be included or calculated as direct labor cost. For shop or plant components of the Work, the direct labor cost shall include only those workers who work directly on the item being manufactured or the actual operators of the equipment being used to handle the items being manufactured.

Material costs shall include the direct costs of materials, supplies and equipment incorporated in or consumed by the Work. The material costs shall not include small tools, consumables, or equipment rental.

Equipment costs shall be the actual cost to the Contractor of owned and/or rented equipment, other than small tools, or equipment rental rates without markup or operator, as listed in the appropriate rental rate book currently in use by the Colorado Department of Transportation.

The Contractor's "Fixed Fee" is the fixed percentage applied to the Direct Cost only. Contractor's Fixed Fee covers all home office overhead including, but not limited to, all home office accounting staff, contracts/legal staff, administrative support, executives, home office rent, lease, mortgage, expenses, utility costs, and supplies. In addition, Contractor's Fixed Fee includes all Contractor profit. Contractor's Fixed Fee is proposed at 15 % of the Direct Cost of the Work (subject to final contract negotiations). Contractor's Fixed Fee is only relevant to Work Orders per the sample agreement. No Fee shall be applied to self-performed preconstruction services, task order work, or General Conditions costs.

Note: The markup percentages submitted on this sheet are for reference only and shall be evaluated by the project team. Final markup percentages may be negotiated by the City.

Hourly Rates Form

Team Members

Prime Contractor: **MURPHY COMPANY**

List ALL potential firm personnel titles/classification that may be utilized for Task Orders under the Agreement, and their respective fully burdened hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Project Manager	Will support the development of schedules & review constructibility	\$115
Senior Project Manager	Will be the Murphy P.O.C. for all activities related to the contract	\$145
Estimator	Will support Precon Manager for budgeting and construction proposals	\$110
Senior Project Engineer	Will lead the design and engineering efforts	\$150
CAD/BIM Drafter	Will support development of the required design documents	\$120
Field Coordinator	Will support the development of schedules and constructability	\$115
Program Manager	Will manage conceptual budgeting and construction proposals	\$145

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

Hourly Rates Form

Subconsultant

Subconsultant: **CMTA Electrical Engineers**

List ALL potential subconsultant personnel titles/classification that may be utilized for Task Orders under the Agreement, and their respective fully burdened hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Project Engineer	Assist in electrical design	\$165
Senior Project Engineer	Assist in electrical design	\$240
Principal Engineer	Manage electrical design, review design documents	\$335
CAD/BIM Drafter	Assist in electrical design and producing documents	\$165
Administrative Support	Assist in billing and clerical duties	\$125
Project Manager	Manage electrical design	\$285

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

Hourly Rates Form

Subconsultant

Subconsultant: **Baur Structural Engineers**

List ALL potential subconsultant personnel titles/classification that may be utilized for Task Orders under the Agreement, and their respective fully burdened hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Engineer Intern	Assist in structural design	\$157
Sr. Project Engineer	Assist in structural design	\$217
Principal Engineer	Manage project, review design documents	\$248
Assistant Project Engineer	Assist in structural design	\$175
Project Engineer	Assist in structural design	\$186

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

Hourly Rates Form

Construction Crew

Prime Contractor: **MURPHY COMPANY**

List ALL potential construction personnel titles/classification that may be utilized for Work Orders under the Agreement, and their respective un-burdened hourly rate. Do not list names of personnel, only titles (i.e. Journeyman Pipefitter). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Precon. Manager		
Pipefitter Foreman		
Pipefitter Journeyman		
Pipefitter Apprentice		
Plumber Foreman		
Plumber Journeyman		
Plumber Apprentice		
Sheet Metal Foreman		
Sheet Metal Journeyman		
Sheet Metal Apprentice		
Laborer		

**PLEASE SEE
FOLLOWING SHEET
FOR CONSTRUCTION
CREW RATES**



12789 Emerson Street
 Thornton, CO 80241
 phone 303-371-6600
 fax 303-371-6616
www.murphynet.com

MURPHY COMPANY CONSTRUCTION LABOR RATES

		PIPE FITTER	PLUMBER	SHEET METAL
General Foreman	ST	\$ 98.83	\$ 99.28	\$ 87.40
	1.5OT	\$ 129.66	\$ 130.67	\$ 114.53
	DT	\$ 160.48	\$ 162.06	\$ 141.40
Foreman	ST	\$ 96.15	\$ 96.52	\$ 82.54
	1.5OT	\$ 125.75	\$ 126.64	\$ 107.46
	DT	\$ 155.33	\$ 156.76	\$ 132.12
Journeyman	ST	\$ 88.69	\$ 88.86	\$ 77.18
	1.5OT	\$ 115.07	\$ 115.67	\$ 99.90
	DT	\$ 141.44	\$ 142.48	\$ 122.34
70% Apprentice	ST	\$ 71.52	\$ 71.40	\$ 59.35
	1.5 OT	\$ 89.98	\$ 90.17	\$ 75.11
	DT	\$ 108.45	\$ 108.94	\$ 90.96

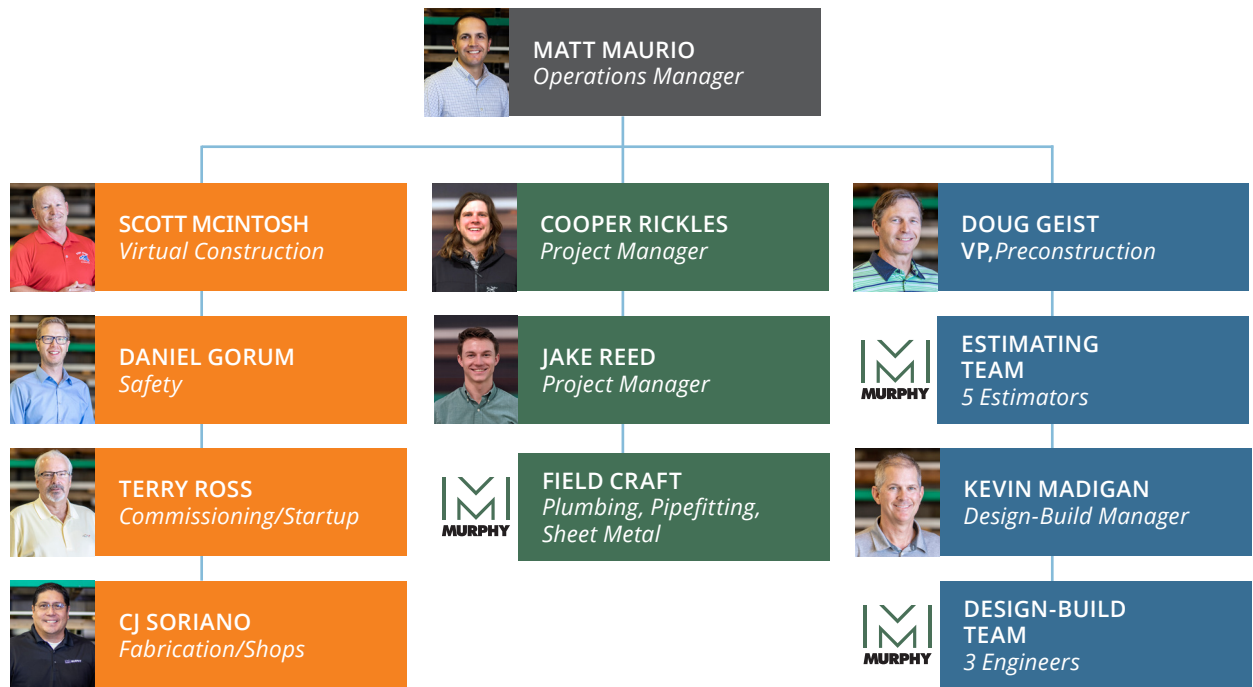
EXHIBIT B

List of Key Personnel



STAFFING PLAN

Murphy Company is committed to only pursuing work that fits within our abilities to properly staff a project. As part of this commitment, we identify key personnel early and will keep these individuals involved throughout the entirety of this project. These individuals selected, depicted in the organizational chart, have been specifically chosen because of their experience and availability. Their resumes are on the following pages.



Legend

- Executive Staff
- Preconstruction Staff
- Field Staff
- Support Staff

EXHIBIT C

Task and Work Order Proposal Request Forms



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

**MECHANICAL DEFERRED MAINTENANCE
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:

1. **Existing Conditions Assessment and Documentation:** An Existing Condition phase shall include, but not be limited to, the following:
 - 1.1.1. The Design Team shall field verify existing conditions to the fullest extent possible to minimize change orders during construction. The Design Team shall verify any record drawings provided by the City.
 - 1.1.2. Field verify and document structural, architectural, mechanical, electrical, plumbing, and/or any other building systems, materials, or finishes, as applicable, that may not be specifically described in this scope of work but have potential to be impacted by the project intent.
 - 1.1.3. Documentation of any system impacts due to upgrades required per the Denver Green Code that may result from the project scope.
 - 1.1.4. Review and documentation of any site improvements that will be required due to the project scope.
 - 1.1.5. **Site Visit Surveys:** Meet at the project site and review the existing field conditions. Subconsultants, the City's PM, Customer and other designated representatives shall be present during the initial Site Visit Survey. At a minimum, the Design Team shall survey and document existing conditions to satisfy the requirements and purpose outlined in 1.1.1 above. The Design Team shall conduct additional site visits and field verification activities as required to achieve sufficient confidence that the existing conditions have been identified for proper representation in the Construction Documents.
2. **Schematic Design:** A Schematic Design (SD) phase shall include, but not be limited to, the following:
 - 2.1. **SD Deliverables**
 - 2.1.1. 50% Progress Submittal: The 50% submittal shall contain two (2) conceptual design options to be evaluated by the City, who will select a preferred option to advance forward.
 - 2.1.2. 100% SD submittal with cost estimate
 - 2.2. **SD Meetings**
 - 2.2.1. SD Kick-Off Meeting: Program Verification, set overall project schedule, and discuss any other information required for the Design Team to begin the project.
 - 2.2.2. 100% SD submittal review meeting
3. **Design Development:** A Design Development (DD) phase shall include, but not be limited to, the following:
 - 3.1. **DD Deliverables**
 - 3.1.1. 100% DD submittal, including documentation of the Design Team's internal quality control review documents demonstrating sufficient multi-discipline coordination of the drawings and specifications, including those prepared by subconsultants.
 - 3.1.2. 100% DD Construction Cost Estimate
 - 3.2. **DD Meetings**
 - 3.2.1. 100% DD submittal review meeting. The Design Team shall gather and log the City's comments, provide a copy of the comment log to the City's PM, and ensure comments are addressed in subsequent submittals.
4. **Construction Documents:** The Design Team shall provide Construction Documents (CDs) to obtain necessary permits, and for development of a construction proposal by the Contractor.



Bid Alternates: Bid alternates, if provided, shall be clearly identified in the deliverables, and shall be completely designed and coordinated to allow for City selection without subsequent change order.

Competitive Procurement: The Design Team shall properly describe manufacturers, products, materials, furnishing, fixtures, and equipment, etc. in the Construction Documents to allow for competitive procurement, which shall include a basis of design and “or equal” provisions.

Multi-discipline Coordination: The Design Team shall perform a thorough multi-discipline coordination review of their deliverables. The Design Team shall correct any discrepancies, resulting in a fully coordinated CD set. The drawings shall show, at a minimum, all existing and proposed features meeting the professional standard of care for Construction Documents prepared by licensed professionals, including but not limited to structural, mechanical, electrical, plumbing, fire protection, and other special systems. All conflicts shall be resolved by the Design Team prior to issuance of deliverables to the City.

Regulatory and Standards Compliance: The Design Team’s deliverables shall comply with the applicable Denver Building and Fire Code, Denver Green Code, Americans with Disabilities Act (ADA), any other local or regulatory requirements, and all other applicable, industry-recognized design standards, as well as other standards adopted by the City and County of Denver.

Authority Having Jurisdiction Reviews and Permits: The Design Team's Construction Documents shall be used by the Contractor to obtain all construction permits, including but not limited to: CPD, CPEP, TEP, or any other permit required for Construction. The Contractor shall submit the required permit documents to the authority having jurisdiction for plan review and shall respond to permit review comments in a timely manner. 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 plan review fee will be included in the construction proposal.

4.1. Construction Documents (CD) Deliverables

- 4.1.1.** Construction Documents shall be sufficient to adequately illustrate the scope for the Contractor, and shall include, but not be limited to, the following, as applicable to the scope of work:
 - A.** Structural Drawings
 - B.** Floor Plans and Roof Plans
 - C.** MEP Drawings
 - D.** Performance Specifications
- 4.1.2.** 50% CD progress submittal including Design Team’s quality control review documents demonstrating coordination of the drawings and specifications, including those prepared by the subconsultants. The 50% CD progress submittal shall also address the City’s 100% DD progress review comments.
- 4.1.3.** 50% CD Construction Cost Estimate
- 4.1.4.** 100% CD Permit Submittal, including Design Team’s quality control review documents demonstrating multi-discipline coordination of the drawings and specifications, including those prepared by subconsultants. The 100% CD submittal shall also address the City’s 50% CD progress review comments. Upon acceptance by the City’s PM, the Contractor shall submit the 100% CD deliverables for the City’s Permit Review Application.
- 4.1.5.** Construction Proposal, the Contractor shall provide a proposal to complete all work described in the 100% Construction Documents. Upon approval by the City can be used to issue a construction work order.



4.2. CD Meetings

- 4.2.1. 50% CD submittal review meeting. The Design Team shall gather and log the City's comments, provide a copy of the comment log to the City, and ensure comments are addressed in subsequent submittals.
- 4.2.2. 100% CD submittal review meeting. The Design Team shall gather and log the City's comments, provide a copy of the comment log to the City, and ensure comments are addressed in the Construction Documents.

- 5. **Construction Administration:** Services provided throughout the construction process shall be included in the construction work order.

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-Directory/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-Directory/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 Mechanical Deferred Maintenance 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 Mechanical Deferred Maintenance Contract, and/or contradict the requirements or scope defined in this Proposal Request and its associated documents, the Mechanical Deferred Maintenance 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

**MECHANICAL DEFERRED MAINTENANCE
CONSTRUCTION PROPOSAL REQUEST**

[PROJECT NAME]

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 Mechanical Deferred Maintenance 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 Mechanical Deferred Maintenance 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 D

Task and Work Order Pricing Proposal Forms

TASK ORDER FEE PROPOSAL

Project Name _____	Date _____
Firm Name _____	Task Order # _____
Master Contract # _____	% Complete Invoicing Approved? <u>NO</u>
City Project Manager _____	

**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 _____

ON-SITE REIMBURSABLE WORKSHEET FOR PROPOSAL REQUEST

MECHANICAL DEFERRED MAINTENANCE 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 \$ -

SUB-CONTRACTOR WORKSHEET FOR PROPOSAL REQUEST

MECHANICAL DEFERRED MAINTENANCE 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 E

Task and Work Order Forms



Mechanical Deferred Maintenance 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: SUP-
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 Contractor without changing the terms of the Mechanical Deferred Maintenance Contract. The Contractor 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 - 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>MECHANICAL DEFERRED MAINTENANCE CONTRACT SUMMARY</u></p> <p>TASK ORDER TYPE: <u>Type One</u> TASK ORDER CATEGORY (if applicable): N/A</p> <p>Contract Expiration Date: - M/W/S/D/EBE On-Call Participation Commitment: -%</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td>Total of All Task/Work Orders Issued:</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total Task/Work Additions/Deductions:</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>This Task Order:</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total of All Task/Work Orders & Changes:</td> <td style="text-align: right;">\$ -</td> </tr> </table> <p>Maximum Contract Capacity: \$ - Remaining Contract Capacity: \$ -</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/Work Orders Issued:	\$ -	Total Task/Work Additions/Deductions:	\$ -	This Task Order:	\$ -	Total of All Task/Work Orders & Changes:	\$ -	<hr/> <p style="text-align: center;">Approved by Deputy City Engineer Date</p> <hr/> <p style="text-align: center;">Approved by Division Director (PDA) Date</p> <hr/> <p style="text-align: center;">Approved by Using Agency(s) – If Applicable Date</p> <hr/> <p style="text-align: center;">Approved by Group Manager Date</p> <hr/> <p style="text-align: center;">Approved by Project Manager Date</p> <hr/> <p style="text-align: center;">Approved by Contract Manager Date</p>
Total of All Task/Work Orders Issued:	\$ -								
Total Task/Work Additions/Deductions:	\$ -								
This Task Order:	\$ -								
Total of All Task/Work Orders & Changes:	\$ -								

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,



Mechanical Deferred Maintenance 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: SUP-
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 Mechanical Deferred Maintenance 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 Proposal Request dated ---, including associated drawings and specifications dated ---, 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:

Brief description of proposed work scope and attach a detailed Proposal from the Contractor.

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

<p><u>WORK ORDER - 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 \$100/Day</p> <hr/> <p><u>MECHANICAL DEFERRED MAINTENANCE CONTRACT SUMMARY</u> Contract Expiration Date: - M/W/S/D/EBE On-Call Participation Commitment: -% (MWBE)</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Total of All Task/Work Orders Issued:</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total Task/Work Additions/Deductions:</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>This Work Order:</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total of All Task/Work Orders & Changes:</td> <td style="text-align: right;">\$ -</td> </tr> </table> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Maximum Contract Capacity:</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Remaining Contract Capacity:</td> <td style="text-align: right;">\$ -</td> </tr> </table>	Total of All Task/Work Orders Issued:	\$ -	Total Task/Work Additions/Deductions:	\$ -	This Work Order:	\$ -	Total of All Task/Work Orders & Changes:	\$ -	Maximum Contract Capacity:	\$ -	Remaining Contract Capacity:	\$ -	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Approved by Deputy City Engineer</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Approved by City Attorney – If Applicable</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Approved by Director (PDA)</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Approved by Using Agency(s) – If Applicable</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Approved by Group Manager</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Approved by Project Manager</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Approved by Contract Manager</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; 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 Contract Manager	Date
Total of All Task/Work Orders Issued:	\$ -																										
Total Task/Work Additions/Deductions:	\$ -																										
This Work Order:	\$ -																										
Total of All Task/Work Orders & Changes:	\$ -																										
Maximum Contract Capacity:	\$ -																										
Remaining Contract Capacity:	\$ -																										
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 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, 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 Mechanical Deferred Maintenance Contract, such terms and conditions and/or assumptions and exclusions within the Contractor's proposal shall be void and the Mechanical Deferred Maintenance Contract shall prevail.

EXHIBIT F

Performance and Payment Bond

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

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned MURPHY COMPANY MECHANICAL CONTRACTORS AND ENGINEERS, a corporation organized and existing under and by virtue of the laws of the State of Missouri, hereafter referred to as the "Contractor", and Fidelity and Deposit Company of Maryland, a corporation organized and existing under and by virtue of the laws of the State of Illinois, 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 **One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00)**, 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. 202475473 – Mechanical Deferred Maintenance Integrated Contract**, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

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

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

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

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

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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 20th day of August, 2024.

Murphy Company Mechanical Contractors and Engineers
Contractor

Attest:



Secretary

By: [Handwritten Signature]
President

Fidelity and Deposit Company of Maryland
Surety

By: [Handwritten Signature: Lauren Blair]
Attorney-In-Fact Lauren Blair

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

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Kevin E. MCDANIEL, Lauren BLAIR, Alisha TIDWELL, Mark R. DUGGAN, James R. DICKSON, Margaret SPALDING, Matthew GREGORY, Adam TURNER, all of Memphis, Tennessee**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 21st day of November, A.D. 2023.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 21st day of November A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2026



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, 2024,



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



UNCOMMONLY INDEPENDENT

August 23, 2024

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

RE: MURPHY COMPANY MECHANICAL CONTRACTORS AND ENGINEERS

Contract No: 202475473
Project Name: Mechanical Deferred Maintenance Integrated Contract
Contract Amount: \$150,000.00
Performance and Payment Bond No.: 9462656

Dear Assistant City Attorney:

The Performance and Payment Bonds covering the above captioned project were executed by this agency, Fidelity and Deposit Company of Maryland through insurance company on August 23, 2024.

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

If you should have any additional questions or concerns, please don't hesitate to give me a call at 314.432.0500 or email lauren.blair@lockton.com.

Sincerely,



Lauren Blair, Attorney-In-Fact

EXHIBIT G

Bond Rider



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 H

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/30/2024

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

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

PRODUCER Aon Risk Services Central, Inc. St. Louis MO Office 4220 Duncan Avenue Suite 401 St Louis MO 63110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Murphy Company Mechanical Contractors and Engineers dba Murphy Company 1233 N Price Rd Saint Louis MO 63132 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: American Contractors Ins Co Risk Ret		12300
	INSURER B: Valley Forge Insurance Co		20508
	INSURER C: The Continental Insurance Company		35289
	INSURER D: Berkley Assurance Company		39462
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 570107953460 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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL24A00035	06/01/2024	06/01/2025	EACH OCCURRENCE \$500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$500,000 GENERAL AGGREGATE \$500,000 PRODUCTS - COMP/OP AGG \$500,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7014871708	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			7014992190 SIR applies per policy terms & conditions	06/01/2024	06/01/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCA000003024 (AOS) WCA000011224 (MO, IL)	06/01/2024	06/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
D	Contractors Pollution Liability			PCAB50250470624 SIR applies per policy terms & conditions	06/01/2024	06/01/2025	Per Claim/Aggregate \$20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Policy #PCAB50250470624 is a Claims-Made policy. Professional/Pollution *Aggregate limit is total insurance available for all claims presented within the policy period for operations of insured. Limit will be reduced by payments of indemnity and/or expenses. RE: Mechanical Deferred Maintenance Integrated Contract (#202475473). The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers As required by written contract are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Pollution Liability policies. General Liability and Automobile Liability Policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of the

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

Holder Identifier : EIL

Certificate No : 570107953460





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Murphy Company Mechanical Contractors	
POLICY NUMBER See Certificate Number: 570107953460			
CARRIER See Certificate Number: 570107953460	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
D	Contractors Protective Professional Indemnity Liability			PCAB50250470624 SIR applies per policy terms & conditions	06/01/2024	06/01/2025	Per Claim/Aggreg	\$20,000,000



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Murphy Company Mechanical Contractors	
POLICY NUMBER See Certificate Number: 570107953460			
CARRIER See Certificate Number: 570107953460	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

City and County of Denver, Department of Transportation & Infrastructure in accordance with the policy provisions of the General Liability, Automobile Liability, Workers' Compensation, Pollution Liability and Professional Liability policies. Excess Liability follows form per the attached endorsement. Should General Liability and Automobile Liability policies be cancelled before the expiration date thereof, the policy provisions will govern how Notice of Cancellation may be delivered to Certificate Holders in accordance with the policy provisions.



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Murphy Company Mechanical Contractors	
POLICY NUMBER See Certificate Number: 570107953460			
CARRIER See Certificate Number: 570107953460	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Excess General Liability 6.1.24-6.1.25

Policy # GL24B00035
 Insurer: American Contractors Insurance Company Risk Retention Group
 Limits:
 Occurrence: \$1,500,000 xs \$500,000
 Other Aggregate: \$1,500,000 xs \$500,000
 Products-Completed Operations Aggregate: \$1,500,000 xs \$500,000
 Personal & Advertising Injury: \$1,500,000 xs \$500,000

Policy # GL24C00035
 Insurer: American Contractors Insurance Company Risk Retention Group
 Limits:
 Occurrence: \$8,000,000 xs \$2,000,000
 Other Aggregate: \$8,000,000 xs \$2,000,000
 Products-Completed Operations Aggregate: \$8,000,000 xs \$2,000,000
 Personal & Advertising Injury: \$8,000,000 xs \$2,000,000

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The certificate of insurance holders shown in the schedule below have requested that they receive written notice of cancellation, nonrenewal or material change with respect to this policy. If we decide to cancel, nonrenew or make a material change to this policy, we agree to mail or deliver sixty (60) days advance written notice to the certificate of insurance holders shown in the schedule below. However, if we are cancelling or nonrenewing due to nonpayment of premium, we will only provide the certificate of insurance holders shown in the schedule below with ten (10) days advance written notice.

The notice of cancellation, nonrenewal or material change will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide notice of cancellation, nonrenewal or material change to the certificate of insurance holders shown in the schedule below.

SCHEDULE

All certificate of insurance holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 6/1/2024

Policy No.: GL24A00035

Endorsement No.: 24

Policy Effective: 6/1/2024

Premium \$

Insured: Murphy Corporation

Insurance Company: American Contractors Insurance Company Risk Retention Group



CNA Paramount Excess and Umbrella Liability Policy

or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply; and

- vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

3. Cooperation

With respect to both **Coverage A - Excess Follow Form Liability** and **Coverage B – Umbrella Liability**, the **Named Insured** will cooperate with the Insurer in addressing all **claims** required to be reported to the Insurer in accordance with this paragraph **O. Notice of Claims/Crisis Management Event/Covered Accident**, and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

P. Notices

Any notices required to be given by an **Insured** shall be submitted in writing to the Insurer at the address set forth in the Declarations of this Policy.

Q. Other Insurance

If the **Insured** is entitled to be indemnified or otherwise insured in whole or in part for any **damages** or **defense costs** by any valid and collectible **other insurance** for which the **Insured** otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a **claim, incident** or such event covered by such **other insurance**.

With respect to **Coverage A – Excess Follow Form Liability** only, if:

- a. the **Named Insured** has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from any other insurance available;
- b. **Underlying Insurance** includes that person or entity as an additional insured; and
- c. **Underlying Insurance** provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

R. Premium

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current **policy period**. Premium charges may be paid to the Insurer or its authorized representative.

S. In Rem Actions

A quasi *in rem* action against any vessel owned or operated by or for a **Named Insured**, or chartered by or for a **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

T. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

- 1. as if each **Named Insured** were the only **Named Insured**; and
- 2. separately to each **Insured** against whom a **claim** is made.

U. Transfer^y of Interest

Form No: CNA75504XX (03-2015)

Policy Page: 21 of 32

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 7014992190

Policy Effective Date: 06/01/2024

Policy Page: 36 of 57



CNA Paramount Excess and Umbrella Liability Policy

Assignment of interest under this policy shall not bind the Insurer unless its consent is endorsed hereon.

V. Unintentional Omission

Based on Insurer's reliance on the **Named Insured's** representations as to existing hazards, if the **Named Insured** should unintentionally fail to disclose all such hazards at the effective date of this Policy, the Insurer will not deny coverage under this Policy because of such failure.

W. Waiver of Rights of Recovery

The Insurer waives any right of recovery it may have against any person or organization because of payments the Insurer makes under this Policy if the **Named Insured** has agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. is in effect or becomes effective during the **policy period**; and
2. was executed prior to loss.

VII. DEFINITIONS

For purposes of this Policy, words in bold face type, whether expressed in the singular or the plural, have the meaning set forth below.

Advertisement means a notice that is broadcast or published to the general public or specific market segments about the **Named Insured's** goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- A. notices that are published include material placed on the Internet or on similar electronic means of communication; and
- B. regarding web-sites, only that part of a web-site that is about the **Named Insured's** goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.

Aircraft means any machine or device that is capable of atmospheric flight.

Arbitration proceeding means a formal alternative dispute resolution proceeding or administrative hearing to which an **Insured** is required to submit by statute or court rule or to which an **Insured** has submitted with the Insurer's consent.

Asbestos means the mineral in any form whether or not the asbestos was at any time airborne as a fiber, particle or dust, contained in or formed a part of a product, structure or other real or personal property, carried on clothing, inhaled or ingested, or transmitted by any other means.

Authorized Insured means any **executive officer**, member of the **Named Insured's** risk management or in-house general counsel's office, or any **employee** authorized by the **Named Insured** to give or receive notice of a **claim**.

Auto means:

- A. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- B. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

Bodily injury means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the bodily injury, sickness or disease.

Claim means a:

- A. **suit**; or

Form No: CNA75504XX (03-2015)

Policy Page: 22 of 32

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 7014992190

Policy Effective Date: 06/01/2024

Policy Page: 37 of 57



NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA68021XX (02-2013)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 21; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7014871708

Policy Effective Date: 06/01/2024

Policy Page: 81 of 93

EXHIBIT I

Task and Work Order Notice to Proceed Forms



**MECHANICAL DEFERRED MAINTENANCE CONTRACT
PROFESSIONAL SERVICES
TASK ORDER NOTICE TO PROCEED**

Date

Company
Attn: -
Address
Address

RE: Contract No.: -
Contract Expiration Date: -
Contract Name: Mechanical Deferred Maintenance Contract
Task Order Alfresco/Jaggaer No.: -
Task Order No.: -
Task Order Name: -
Purchase Order No.: -

In accordance with the terms and conditions of your Mechanical Deferred Maintenance 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: -.

The established period of performance for this Task Order is: - consecutive calendar days; therefore, all work including Final Completion must be completed on or before: -.

The not to exceed amount for this task order, including all costs, fees, and expenses is: \$-

The Project Manager for this task order is: -

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 deliver.invoices@denvergov.org.

Sincerely,

Deputy City Engineer

Distribution: DSBO, Prevailing Wage, DOTI Contracts, scott.mcfarland@denvergov.org

Reviewed by: Contract Manager _____ Project Manager _____ Supervisor _____ Division Director _____



**MECHANICAL DEFERRED MAINTENANCE CONTRACT
CONSTRUCTION WORK ORDER
NOTICE TO PROCEED**

Date

Company
Attn: -
Address
Address

RE: Contract No.: -
Contract Expiration Date: -
Contract Name: Mechanical Deferred Maintenance Contract
Work Order Alfresco/Jaggaer No.: -
Work Order No.: -
Work Order Name: -
Purchase Order No.: -

Dear _____,

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 - with the work described in the above referenced Work Order No: -, in accordance with the terms and conditions of your Mechanical Deferred Maintenance Contract with the City and county of Denver, dated -.

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

The Project Manager for this work order is -, phone -. 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 doti.ia.payments@denvergov.org.

Sincerely,

Deputy City Engineer

Distribution: DSBO, Prevailing Wage, DOTI Contracts,

Reviewed by: Contract Manager _____ Project Manager _____ Supervisor _____

Group Manager _____ Division Director _____

EXHIBIT J

Task and Work Order Change Forms



Mechanical Deferred Maintenance Professional Services Task Order Change Request #1

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 Contractor without changing the terms of the Mechanical Deferred Maintenance Contract. The Contractor 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 -, CHANGE REQUEST - SUMMARY</u> Original Task Order: \$- Original Task Order Duration: - Calendar Days Original Task Order Completion Date: - Scope Includes M/W/S/D/EBE Participation: Yes (M/WBE) Previous Task Order Additions/Deductions: \$ - This Task Order Change (+/-): \$ - New Task Order Total (Do Not Exceed): \$ - Adjust the Task Order Completion By: - Calendar Days New Task Order Completion Date: - TASK ORDER CATEGORY (if applicable): Category Task Order Amount: \$- Remaining Category Task Order Amount: \$- MWBE On-Call Participation Commitment: -%</p> <hr/> <p><u>MECHANICAL DEFERRED MAINTENANCE CONTRACT SUMMARY</u> Contract Expiration Date: - M/W/S/D/EBE Participation Commitment: - Total of All Task/wORK Orders Issued: \$ - Total Task/Work Additions/Deductions: \$ - This Task Order Change: \$ - Total of All Task/Work Orders and Changes: \$ - Maximum Contract Capacity: \$- Remaining Contract Capacity: \$-</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Approved by Deputy City Engineer</td> <td style="width: 20%;">Date</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Approved by Director (PDA)</td> <td>Date</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Approved by Using Agency(s) – If Applicable</td> <td>Date</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Approved by Group Manager</td> <td>Date</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Approved by Project Manager</td> <td>Date</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Approved by Contract Manager</td> <td>Date</td> </tr> <tr> <td> </td> <td> </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 Contract 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 Contract 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, contractmanager



Mechanical Deferred Maintenance Construction Services Work Order Change Request

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

It is mutually agreed that when this work order change has been signed by the contracting and approving parties, the following described changes shall be executed by the Contractor without changing the terms of the Mechanical Deferred Maintenance Contract. The Contractor agrees to furnish all materials and labor and perform all work required to complete the work order change, as described below and within the attached change Proposal, in accordance with the requirements for similar work covered by the Contract:

Brief description of the proposed work order change.

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

<p><u>WORK ORDER -, CHANGE REQUEST - SUMMARY</u></p> <p>Original Work Order: \$ -</p> <p>Original Work Order Duration: - Calendar Days</p> <p>Original Work Order Completion Date: -</p> <p>Scope Includes M/W/S/D/EBE Participation: Yes (M/WBE)</p> <p>Previous Work Order Additions/Deductions: \$ -</p> <p>This Work Order Change (+/-): \$ -</p> <p>New Work Order Total (Do Not Exceed): \$ -</p> <p>Adjust the Work Order Completion By: - Calendar Days</p> <p>New Work Order Completion Date: -</p> <hr/> <p><u>MECHANICAL DEFERRED MAINTENANCE CONTRACT SUMMARY</u></p> <p>Contract Expiration Date: -</p> <p>M/W/S/D/EBE Participation Commitment: -% MWBE</p> <p>Total of All Task/Work Orders Issued: \$ -</p> <p>Total Task/Work Additions/Deductions: \$ -</p> <p>This Work Order Change: \$ -</p> <p>Total of All Task/Work Orders and Changes: \$ -</p> <p>Maximum Contract Capacity: \$ -</p> <p>Remaining Contract Capacity: \$ -</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Approved by Deputy City Engineer</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">Date</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Approved by Division (PDA)</td> <td style="border-bottom: 1px solid black; text-align: right;">Date</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;">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;">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;">Approved by Contract Manager</td> <td style="border-bottom: 1px solid black; text-align: right;">Date</td> </tr> </table>	Approved by Deputy City Engineer	Date	Approved by Division (PDA)	Date	Approved by Using Agency(s) – If Applicable	Date	Approved by Group Manager	Date	Approved by Project Manager	Date	Approved by Contract Manager	Date
Approved by Deputy City Engineer	Date												
Approved by Division (PDA)	Date												
Approved by Using Agency(s) – If Applicable	Date												
Approved by Group Manager	Date												
Approved by Project Manager	Date												
Approved by Contract Manager	Date												

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

Distribution: prevailingwage@denvergov.org, dsbo@denvergov.org, project manager,

EXHIBIT K

Work Order Substantial Completion Notice Form



**MECHANICAL DEFERRED MAINTENANCE
CONSTRUCTION WORK ORDER
LETTER OF FINAL ACCEPTANCE**

Date

Company
Attn: -
Address
Address

RE: Contract No: -
Contract Expiration Date: -
Contract Name: Mechanical Deferred Maintenance Contract
Work Order Contract No.: -
Work Order No.: -
Work Order Name: -

Dear -,

Please be advised that final inspection of the work on the project referenced above was conducted on: -.

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

In accordance with General Contract Condition 1801 Contractor’s Warranties, Guarantees and Correction of Work, the warranty/guarantee period shall commence as of the date of Substantial Completion.

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

Sincerely,

Deputy City Engineer

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

Prepared by: Project Manager _____

Reviewed by: Supervisor _____ Group Manager _____ Division Director _____

EXHIBIT L

Work Order Final Acceptance Notice Form



**MECHANICAL DEFERRED MAINTENANCE
CONSTRUCTION WORK ORDER
LETTER OF FINAL ACCEPTANCE**

Date

Company

Attn: -

Address

Address

RE: Contract No: -
Contract Expiration Date: -
Contract Name: Mechanical Deferred Maintenance Contract
Work Order Contract No.: -
Work Order No.: -
Work Order Name: -

Dear -,

Please be advised that final inspection of the work on the project referenced above was conducted on: -.

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

In accordance with General Contract Condition 1801 Contractor’s Warranties, Guarantees and Correction of Work, the warranty/guarantee period shall commence as of the date of Substantial Completion.

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

Sincerely,

Deputy City Engineer

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

Prepared by: Project Manager _____

Reviewed by: Supervisor _____ Group Manager _____ Division Director _____

EXHIBIT M

Certificate of Contract Release



CERTIFICATE OF CONTRACT RELEASE (SAMPLE)
«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 doti.procurement@denvergov.org.

Sincerely,
Contract Administration

EXHIBIT N

Final/Partial Lien Release Form

**DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE
FINAL/PARTIAL RELEASE AND CERTIFICATE OF PAYMENT (SAMPLE)
(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 O

Contractor's Certificate of Payment Form



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
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. Please complete an additional CCP if there is second tier-ing involved.

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 P

Rules and Regulations Regarding Equal Opportunity

**RULES AND REGULATIONS
REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

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

RULE I - DEFINITIONS

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

RULE II - NOTICE OF HEARING

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

RULE III - HEARING

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

REGULATIONS

REGULATION NO. 1 - ORDINANCE:

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

REGULATION NO. 2 - EXEMPTIONS:

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

REGULATION NO. 3 - DIRECTOR OF CONTRACT COMPLIANCE:

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

REGULATION NO. 4 - GOALS AND TIMETABLES:

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

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

REGULATION NO. 5 - AWARD OF CONTRACTS:

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

REGULATION NO. 6 - PUBLICATION AND DUPLICATION:

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

REGULATION NO. 7 - NOTICE TO PROCEED:

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

REGULATION NO. 8 - CONTRACTS WITH SUBCONTRACTORS:

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

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

REGULATION NO. 9 - AGENCY REFERRALS:

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

REGULATION NO. 10 - CLAUSES:

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

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

All amendments to the appendices shall be included by reference.

REGULATION NO. 11 - SHOW CAUSE NOTICES:

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

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

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

[END OF PAGE]

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

APPENDIX A

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

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

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

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

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

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

[END OF PAGE]

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

APPENDIX F

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

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

NOTICE

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

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

/s/ _____

Manager of the Department of
Transportation and Infrastructure,
City and County of Denver

A. REQUIREMENTS - AN AFFIRMATIVE ACTION PLAN:

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

1. GOALS AND TIMETABLES:

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

GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE	GOALS FOR FEMALE PARTICIPATION FOR EACH TRADE
From January 1, 1982 to Until Further Notice	From January 1, 1982 to Until Further Notice
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 DOTI, and the Division of Small Business Opportunity when the union or unions with which the Contractor has collective bargaining agreements did not refer to the contractor a minority or female sent by the contractor, or when the Contractor has other information that the union referral process has impeded efforts to meet its goals.
- d. The Contractor should have disseminated its EEO policy within its organization by including it in any employee handbook or policy manual; by publicizing it in company newspapers and annual reports and by advertising such policy at reasonable intervals in union publications. The EEO policy should be further disseminated by conducting staff meetings to explain and discuss the policy; by posting of the policy; and by review of the policy with minority and female employees.
- e. The Contractor should have disseminated its EEO policy externally by informing and discussing it with all recruitment sources; by advertising in news media, specifically including minority and female news media; and by notifying and discussing it with all subcontractors.
- f. The Contractor should have made both specific and reasonably recurrent written and oral recruitment efforts. Such efforts should have been directed at minority and female organizations, schools with substantial minority and female enrollment, and minority and female recruitment and training organizations within the Contractor's recruitment area.
- g. The Contractor should have evidence available for inspection that all tests and other selection techniques used to select from among candidates for hire, transfer, promotion, training, or retention are being used in a manner that does not violate the OFCCP Testing Guidelines in 41 CFR Part 60-3.
- h. The Contractor should have made sure that seniority practices and job classifications do not have a discriminatory effect.
- i. The Contractor should have made certain that all facilities are not segregated by race.
- j. The Contractor should have continually monitored all personnel activities to ensure that its EEO policy was being carried out including the evaluation of minority and female employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.

- k. The Contractor should have solicited bids for subcontracts from available minority and female subcontractors engaged in the trades covered by these Bid Conditions, including circulation of minority and female contractor associations.

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

3. NON - DISCRIMINATION:

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

4. COMPLIANCE AND ENFORCEMENT:

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

B. CONTRACTORS SUBJECT TO THESE BID CONDITIONS:

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

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

C. OBLIGATIONS APPLICABLE TO CONTRACTORS:

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

D. GENERAL REQUIREMENTS:

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

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

[END OF PAGE]

EXHIBIT Q

Prevailing Wage Rates

City and County of Denver



TIMOTHY M. O'BRIEN, CPA
AUDITOR

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

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: January 8, 2024
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, **Tuesday, January 9, 2024**, and applies to the City and County of Denver for **Building CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20240020
Superseded General Decision No. CO20230020
Modification No. 0
Publication Date: 1/8/2023
(12 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 \$18.29 to comply with the city's minimum wage.

"General Decision Number: CO20240020 01/05/2024

Superseded General Decision Number: CO20230020

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

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 or Denver Minimum Wage for 2024, whichever is higher.

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).

|or between January 1, 2015 and| generally applies to the
|
|January 29, 2022, and the | contract.
|
|contract is not renewed or |. The contractor must pay
all|
|extended on or after January | covered workers at least
|
|30, 2022: | \$12.90 per hour (or the
|
| applicable wage rate
listed|
| on this wage
determination, |
| if it is higher) for all
|
| hours spent performing on
|
| that contract in 2024.
|
|_____|
|_____|

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 <http://www.dol.gov/whd/govcontracts>.

MILLWRIGHT.....\$ 41.19 16.74

ELEC0068-012 06/01/2023

Rates Fringes

ELECTRICIAN (Includes Low
Voltage Wiring).....\$ 43.20 18.38

ELEV0025-001 01/01/2023

Rates Fringes

ELEVATOR MECHANIC.....\$ 51.94 37.335

FOOTNOTE:

a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.

b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

ENGI0009-017 05/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(Crane)		
141 tons and over.....	\$ 38.63	14.25
50 tons and under.....	\$ 34.77	14.25
51 to 90 tons.....	\$ 35.07	14.25
91 to 140 tons.....	\$ 36.27	14.25

IRON0024-009 11/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 37.23	12.50

IRON0024-010 11/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 37.23	12.50

PAIN0079-006 08/01/2022

Rates	Fringes
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PAINTER (Brush, Roller and
Spray; Excludes Drywall

Finishing/Taping).....\$ 25.11 10.95

PAIN0079-007 08/01/2022

Rates Fringes

DRYWALL FINISHER/TAPER.....\$ 25.81 10.95

PAIN0419-001 06/01/2022

Rates Fringes

SOFT FLOOR LAYER (Vinyl and
Carpet).....\$ 18.25 14.33

PAIN0930-002 07/01/2023

Rates Fringes

GLAZIER.....\$ 33.51 12.65

PLUM0003-009 06/01/2023

	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 42.98	19.77

PLUM0208-008 06/01/2023

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 41.50	21.90

SFCO0669-002 04/01/2023

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 43.14	26.40

SHEE0009-004 07/01/2023

	Rates	Fringes
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SHEET METAL WORKER (Includes
 HVAC Duct Installation;
 Excludes HVAC Pipe and Unit
 Installation).....\$ 38.47 20.83

SUCO2013-006 07/31/2015

	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 22.40	4.85
CARPENTER (Metal Stud Installation Only).....	\$ 18.29	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation.....	\$ 21.09	6.31
CEMENT MASON/CONCRETE FINISHER....	\$ 20.09	7.03

LABORER: Common or General.....	\$ 14.49 **	5.22
LABORER: Mason Tender - Brick....	\$ 18.29 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 18.29 **	0.00
LABORER: Pipelayer.....	\$ 16.96 **	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 19.10	3.89
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
ROOFER.....	\$ 18.29 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 18.29	0.00
WATERPROOFER.....	\$ 18.29 **	0.00

**Office of the Prevailing Wage
 Administrator Supplemental Rates
 (Specific to the Denver projects)
 Revision Date: 01-01-2024**

Classification		Base	Fringe
Boilermaker		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Laborer: Concrete Saw		\$18.29	-
Paper Hanger		\$20.15	\$6.91
Plasterer		\$24.60	\$12.11
Plaster Tender		\$18.29	-
Power Equipment Operator	Concrete Mixer - Less than 1 yd	\$23.67	\$10.67
	Concrete Mixer - 1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loader - up to and incl 6 cu yd	\$23.67	\$10.67
	Loaders - over 6 cu yd	\$23.82	\$10.68
	Mechanic	\$18.48	-
	Motor Grader	\$23.97	\$10.70
	Oilers	\$22.97	\$10.70
	Roller	\$23.67	\$10.67
Truck Driver	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11
Waterproofer		\$18.29	\$0.00

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

City and County of Denver



TIMOTHY M. O'BRIEN, CPA
AUDITOR

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TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: January 8, 2024
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, **Tuesday, January 9, 2024**, and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO 20240002
Superseded General Decision No. CO 20230002
Modification No. 0
Publication Date: 1/9/2024
(9 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 \$18.29 to comply with the city's minimum wage.

all insulating materials,
protective coverings,
coatings and finishings to
all types of mechanical
systems).....\$ 32.98 15.47

BRCO0007-004 01/01/2023

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

	Rates	Fringes
BRICKLAYER.....	\$ 34.18	10.86

BRCO0007-006 05/01/2023

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 31.89	13.70

ELEC0012-011 09/01/2023

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 31.90	14.96

ELEC0068-001 06/01/2023

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

	Rates	Fringes
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ELECTRICIAN.....\$ 43.20 18.38

ELEC0111-001 09/01/2023

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 24.61	21.25%+7.40
Line Equipment Operator.....	\$ 39.77	21.25%+7.40
Lineman and Welder.....	\$ 55.22	24.25%+7.40

ELEC0111-007 06/01/2019

MESA COUNTY

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

ELEC0113-002 06/01/2023

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 35.70	17.52

ENGI0009-001 05/01/2023

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 34.58	14.25
Blade: Rough.....	\$ 34.05	14.25
Bulldozer.....	\$ 34.05	14.25
Cranes: 50 tons and under..	\$ 34.77	14.25
Cranes: 51 to 90 tons.....	\$ 35.07	14.25
Cranes: 91 to 140 tons.....	\$ 36.27	14.25
Cranes: 141 tons and over...	\$ 38.63	14.25
Forklift.....	\$ 33.62	14.25

Mechanic.....	\$ 34.58	14.25
Oiler.....	\$ 33.19	14.25
Scraper: Single bowl under 40 cubic yards.....	\$ 34.21	14.25
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 34.41	14.25
Trackhoe.....	\$ 34.21	14.25

IRON0024-003 11/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 37.23	22.84
Structural		

LABO0086-001 05/01/2009

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

PLUM0003-005 06/01/2023

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

	Rates	Fringes
PLUMBER.....	\$ 48.23	19.77

PLUM0058-002 07/01/2023

EL PASO COUNTY

	Rates	Fringes
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Plumbers and Pipefitters.....\$ 43.90 16.83

PLUM0058-008 07/01/2023

PUEBLO COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 43.90 16.83

PLUM0145-002 07/01/2023

MESA COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 37.57 14.93

PLUM0208-004 06/02/2023

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

Rates Fringes

PIPEFITTER.....\$ 44.56 19.72

SHEE0009-002 07/01/2023

Rates Fringes

Sheet metal worker.....\$ 38.47 20.83

TEAM0455-002 07/01/2023

Rates Fringes

Truck drivers:

Pickup.....	\$ 25.46	4.77
Tandem/Semi and Water.....	\$ 26.09	4.77

SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 18.29	
Carpenters:		
Form Building and Setting...	\$ 18.97 **	2.74
All Other Work.....	\$ 16.14 **	3.37
Cement Mason/Concrete Finisher...	\$ 17.31	2.85
IRONWORKER, REINFORCING.....	\$ 18.83	3.90
Laborers:		
Common.....	\$ 16.22 **	2.92
Flagger.....	\$ 14.91 **	3.80
Landscape.....	\$ 15.56 **	3.21
Painters:		
Brush, Roller & Spray.....	\$ 15.81 **	3.26
Power equipment operators:		
Backhoe.....	\$ 16.36 **	2.48
Front End Loader.....	\$ 17.24	3.23
Skid Loader.....	\$ 15.37 **	4.41

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

**Office of the Prevailing Wage
Administrator for Supplemental Rates
(Specific to Denver projects)
Revision Date 01-01-2024**

Classification		Base	Fringe
Ironworker	Ornamental	\$24.80	\$10.03
Laborer	Group 1	\$18.18	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Common)		\$18.29	\$2.92
Laborer (Flagger)		\$18.29	\$3.80
Laborer (Landscape)		\$18.29	\$3.21
Laborer (Janitor)	Janitor/Yardmen	\$17.68	\$8.22
Laborer (Asbestos)	Removal of Asbestos	\$21.03	\$8.55
Laborer (Tunnel)	Group 1	\$18.53	\$8.30
	Group 2	\$18.63	\$8.31
	Group 3	\$19.73	\$8.42
	Group 4	\$21.59	\$8.61
	Group 5	\$19.68	\$8.42
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Power Equipment Operator (Tunnels above and below ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31

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

EXHIBIT R

**MWBE Equity, Diversity, and Inclusion (EDI) Plan
[Incorporated by Reference]**