

CM/GC CONSTRUCTION CONTRACT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **Gerald H. Phipps, Inc.**, a Colorado Corporation with its principal place of business located at 5995 Greenwood Plaza Blvd., Suite 100, Greenwood Village, CO 80111 “the Contractor”, jointly “the parties.”

RECITALS

1. The City wishes to build the National Western Center Maintenance and Operations Facility.

CONTRACT CONTROL NO 201952026 (the “PROJECT”)

2. In furtherance of the Project, the City has contracted with **Short Elliot Hendrickson** (the “Designers or Design Consultants or Consultant Team”) to perform professional architectural and engineering design services for the programming and design of the Project. The Project will be implemented by the Mayor’s Office of the National Western Center (“NWCO”).

3. Pursuant to Section 20-56 of the Denver Revised Municipal Code, the City commenced on August 16, 2018, and advertised for at least three (3) consecutive days, the City’s solicitation for qualification submissions from qualified contractors for the Project.

4. The City’s solicitation sought a contractor to furnish all Construction Manager/General Contractor (“CM/GC”) preconstruction and construction experience, expertise and services; and all construction administration, management, supervision, coordination and project construction experience and expertise; and all construction services, work effort, labor, tools, supplies, manufactured components, equipment, materials, and everything else necessary and required to assist in the Project design and to complete the construction of the Project on an expedited basis and within budget; while satisfying the City’s longstanding commitment to quality, efficiency, value, innovation, partnering, responsiveness to agency and community needs and compliance with all applicable regulatory requirements in the performance of general public improvements.

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

6. Proposals received were evaluated and ranked by a selection committee and a recommendation was made to the City’s Executive Director of the NWCO (“Director”) who evaluated the Proposals and recommended that a contract or contracts for performance on the Project be made and entered into with the above named Contractor.

7. Based upon that ranking, the City and the Contractor entered into a Preconstruction Services Agreement, Contract No. 201846352, dated January 16, 2019, to perform preconstruction services.

8. In accordance with the terms and conditions of the Preconstruction Services Agreement, the Contractor has reviewed the Project Site and design documents and has performed constructability, availability, scheduling and cost estimating analysis on design documents prepared for the Project.

9. Based on this performance, the Contractor is thoroughly informed about the Project and the Project design. Contractor has submitted and the City has accepted a GMP to construct the NWC Maintenance and Operations Facility.

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

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

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

1.0 PROJECT SUMMARY AND DEFINITIONS:

1.1 Project. The "Project" as used herein shall mean the: **The NWC Maintenance and Operations Facility.**

1.1.1 The Project is located at the "Project Site" **5125 Race Court, Denver, Colorado 80216.**

1.1.2 The specific details of the Project are more particularly set forth in the "90% Construction Documents" prepared by the Designer and dated June 21, 2019.

1.1.3 The Project shall be comprised of the following: (Project Phases/or drawing set if single GMP).

1.1.3.1 Guaranteed Maximum Price (GMP) Work. The GMP proposal provides all necessary labor, materials and equipment necessary to complete the work more particularly set out in the Contract Drawings, Technical Specifications and the Contractors Proposal.

1.1.4 Contractor Selection. In accordance with the requirements of Section 20-56 of the Denver Revised Municipal Code (the "DRMC"), the City implemented and completed a competitive selection process to identify qualified Contractors to perform both preconstruction and construction services for the Project. The Contractor was selected as the first ranked proposer to perform such services for the City as set forth in the City's Request for Proposals (RFP) and the Contractor's RFP Submittals dated September 13, 2018 and incorporated by reference. In referencing these solicitations and submissions herein, the City and the Contractor acknowledge that the scope of the Project, as presented and addressed by these documents, has materially evolved since the issuance of these documents and that some information presented will not be applicable to this Construction Contract or the Project.

1.2 Budget. The Contractor acknowledges and accepts that there are limited funds available to design and construct the Project. The Project construction budget (the "Budget") is **FIVE MILLION THREE HUNDRED THIRTY-FIVE THOUSAND FOUR HUNDRED TWENTY TWO DOLLARS AND NO CENTS (\$5,335,422.00)** and is subject to increase or decrease at the sole discretion of the Manager of Public Works. The Contract further acknowledges and accepts that the GMP Work must be completed within the construction budget. As part of this acknowledgment and acceptance, the Contractor shall at all times cooperate fully with the City and the Design Consultant to develop the Project and its various

components for construction and ultimately construct the Project so as not to exceed the limited funds available in the Project Budget.

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

1.3.1 The Contractor is familiar with this approach and understands that the CM/GC method is a specialized and rigorous delivery approach requiring maximum cooperation between all parties. As a consequence of the delivery approach, the Contractor acknowledges and accepts the following: (1) that the complete services to be rendered by the Contractor, the organizational and process inter-relationships governing construction and the construction cost, schedule and sequencing are either in the developmental stage or have not yet been fully defined; and (2) that portions of the Project could have their design completed as separate phases.

1.3.2 In preparing and submitting the GMP Proposal, the Contractor understands, confirms and agrees that its responsibility under this CM/GC approach is to construct the Project in accordance with the Contract Documents. It is further understood and accepted that because the GMP will be based, in part, on incomplete design documents, the Contractor shall exercise reasonable care and its best diligence, efforts and judgment to determine the intent of the most recent Project design documents, has or will have carefully considered this intent, both express and inferable, in calculating the GMP and has or will have based all of its GMP calculations on the Scope of Work , program and standards of workmanship, and quality of construction, equipment, materials and finishes that can be inferred from the most recent design documents and any documented Project expectations and/or requirements provided to the Contractor.

1.3.3 Subject to any allowed contingency provided for in Section 1.5, the Contractor further acknowledges and agrees the GMP fully accounts for any risks associated with failing to consider the design intent reasonably inferable from the Contract Documents. The Contractor has documented in the Basis of the GMP Proposal and provided or will provide to the City any and all clarifications regarding the design intent, including the intended level of quality of the Project. No GMP increase or extension of the Contract Time will be allowed to account for any assumption, exclusion and clarification the Contractor failed to document or for any other item of Work covered by the Contract Documents that the Contractor failed to account for in its GMP.

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

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

1.4.2 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the Project site and all required taxes, less applicable trade discounts;

1.4.3 Contractor’s costs for unloading and handling at the Project site, labor, installation costs, and other expenses contemplated for the stated allowance amounts are included in the allowances. However,

Contractor's home office overhead and profit for all allowance items are included in the Contractor's Fee and are not in the allowance; and

1.4.4 Whenever costs are more than or less than the allowances, the GMP shall be adjusted accordingly by change order. The amount of the change order shall reflect the difference between actual costs and the allowances. If actual costs exceed allowances, the change order shall include Fee on the difference in accordance with allowable Contractor Fee under the Construction Contract.

1.5 **Contingency.**

1.5.1 Construction Contingency Amount. The GMP will include a construction contingency in an amount equal to a lump sum of **ONE HUNDRED SEVENTY-SIX THOUSAND SIX HUNDRED FORTY TWO DOLLARS AND NO CENTS (\$176,642.00)** ("GMP Contingency") for the entire scope of the GMP Work

1.5.2 Contingency Accounting. The GMP Proposal is not a line item GMP. During the course of the Work, some GMP line items may exceed the estimated amounts and others may under run the estimated amounts shown in the GMP Proposal without impacting the overall GMP. The Contractor may charge to the Contingency any costs which are properly reimbursable as Cost of the Work, but not the basis for a Change Order. These costs may include costs attributable to errors and omissions by the Contractor; costs to correct defective, nonconforming or damaged work; costs generated from clarification of the Contract Documents; costs for code changes or code upgrades required by governmental agencies which are not otherwise the basis for a change order; overtime and acceleration costs to meet contract schedule; and costs, including legal fees, for contractual disputes, with parties other than the City. The Contingency shall be increased to the extent that there are underruns in budget items included in the GMP. The Contractor shall notify the Project Manager, in writing, of each such charge to or credit of the contingency prior to taking such action and shall provide a periodic reconciliation of contingency credits and expenditures in a format acceptable to the Project Manager.

1.5.3 Contingency Management. The Contractor acknowledges that, subject to available funding, it is the desire of the City to incorporate as many additional Work items into the Work as reasonable or otherwise increase the Work to be performed by the Contractor to enhance the Project. The Contractor agrees to accept a mutually agreeable reduction of the contingency whenever the City and the Contractor reasonably agree that the Project risk is substantially decreased and such agreement shall not be unreasonably withheld.

1.6 **Design Consultant.** The "**Design Consultant**" or "**Designer**" as used herein shall mean the legally approved professional architect/engineer, or group or association or professional corporation or joint venture of such approved professional architects, engineers and/or consultants, who have contracted with the City to accomplish the architectural, engineering and other design and related technical services necessary to complete the Project. The Project Design Consultant is: **Short Elliot Hendrickson**. In case of termination of the Design Consultant, the City will appoint a Design Consultant whose status under the Construction Contract shall be the same as that of the former Design Consultant.

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

1.8 **Construction Team.** The Contractor, the City, and the Design Consultant, called the "**Construction Team**," shall work together to complete the Project. The Contractor shall provide leadership to the Construction Team on all matters relating to Construction.

2.0 CONTRACT DOCUMENTS:

2.1 It is agreed by the parties hereto that the following list of instruments, drawings and documents which are attached hereto, bound herewith or incorporated herein by reference constitute and shall be referred to as the “Contract Documents” and all of said instruments, drawings and documents taken together as a whole constitute the Contract and Agreement between the parties hereto, and they are as fully a part of this Contract and Agreement as if they were set out verbatim and in full herein. The Contract Documents represent the entire and complete integration of all understandings between the City and the Contractor and supersedes all prior negotiations, representations or agreements. No prior or contemporaneous addition, deletion or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement or change order properly executed by the parties. When the Contract Drawings and Technical Specifications are complete and issued by the Design Consultant for construction, they will, without further action be incorporated into this Construction Contract as if fully set forth herein as **Exhibits L and M**.

This CM/GC Construction Contract

Advertisement of Notice of Invitation for Proposals (incorporated herein by reference)

Request for Proposals (RFP) (incorporated by reference)

Contractor Response to RFP (incorporated by reference)

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

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

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

Preconstruction Services Agreement (incorporated by reference as **Exhibit D**)

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

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

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

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

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

Contractor’s Certification of Payment Form (attached as **Exhibit J**)

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

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

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

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

Billing Rates for Salaried Personnel (attached as **Exhibit O**)

Exhibit P Reserved

GMP Proposal (attached as **Exhibit Q**)

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

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

ROCIP requirements (attached as **Exhibit T**)

2.2 If anything in the Contract Documents is inconsistent with this Construction Contract, this Construction Contract will govern. The order of precedence of the Contract Documents shall be:

2.2.1 this Construction Contract, as may be modified by amendment or change orders;

2.2.2 the General Contract Conditions;

2.2.3 the Basis of the GMP Work Proposal,

2.2.4 the Technical Specifications;

2.2.5 the Contract Drawings; and

2.2.6 all other Exhibits, whether attached to this Construction Contract, incorporated by reference or later added by Change Order.

2.3 The intent of the Contract Documents is to include all terms, conditions, work items and services necessary or required for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be binding as if required by all. Work items or services not covered in the Contract Documents will be required unless they are not consistent with the Contract Documents and are not inferable from the Contract Documents as being necessary to produce the result intended by the Contract Documents. Anything mentioned in the Technical Specifications and not shown on the Contract Drawings, or shown on the Contract Drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown or mentioned in both. Words and abbreviations that have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meaning.

2.4 It is contemplated by the parties that numerous exhibits or attachments, including construction documents and final technical specifications, will not be accomplished or must be developed after execution of this Construction Contract and, as such, must be finalized, incorporated by reference and/or attached to and be made a part of the Contract Documents subsequent to execution of this Construction Contract. The incorporation of such exhibits or attachments into this Construction Contract shall be accomplished by written directive from the Manager of Public Works or the Manager's designee. The parties shall be diligent in accomplishing these exhibits and attachments. To the extent these new exhibits or attachments conflict with other exhibits or portions of this Construction Contract, the greater service, better quality or greater quantity shall be included in the Work. However, nothing contained in this section shall limit the Contractor's ability to seek Change Order time and compensation adjustments for City changes to the Work incorporated into any of these later exhibits and attachments.

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

3.0 SCOPE OF WORK:

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

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

3.2.1 Preconstruction Phase Services. The Preconstruction Services are comprised of all those services, obligations and responsibilities set forth in the Preconstruction Services Agreement, incorporated herein by this reference as **Exhibit D**. In order to expedite Project completion, the Parties entered into the Preconstruction Agreement to perform Preconstruction Services, in anticipation of the start of the Construction Phase of the Project. In accordance with the terms of the Preconstruction Agreement, compensation for the performance of such services is based on a lump sum fee for services. For the duration of this Construction Contract, the Contractor shall continue to perform any further Preconstruction Services required by the Project as part of its obligations under this Construction Contract as a Cost of the Work with no increase to the GMP.

3.2.2 Construction Services. The Construction Phase Services shall include the furnishing of all construction administration, management, supervision and coordination experience and expertise, as well as all construction services, work effort, labor, tools, supplies, manufactured components, equipment, materials, and everything else necessary and required to complete the construction of the Project on time and within budget; while satisfying the City's longstanding commitment to quality, efficiency, value, innovation, partnering, responsiveness to agency and community needs and compliance with all applicable regulatory requirements in the performance of general public improvements. Compensation for the Construction Phase Services shall be in accordance with the terms and conditions of this Construction Contract.

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

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

3.2.3 The Work. The terms "Scope of Work" or "Work" as used herein shall mean all Construction Services required by or reasonably inferable from the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work shall constitute the whole of the Project.

3.3 Acknowledgement of Scope of Work. The Contractor expressly recognizes and acknowledges that this Project must be completed within the time and fiscal constraints as set forth throughout this Construction Contract.

3.3.1 The Contractor further represents to the City that by executing this Construction Contract, it has been fully informed of and has thoroughly reviewed the following: the objectives of the Project; the work effort of the Design Consultant performed to date for the Project; all of the Contract Documents attached to this Construction Contract or incorporated by reference; the City's general time and budget constraints and contingencies applicable to the Budget; and all of the Work required by the Contractor by the Contract Documents. Based upon this thorough review and analysis and recognizing that the contract for design services is between the City and the Designer, the Contractor nonetheless represents to the City that it will provide or perform all of the necessary Work within the requirements of the Contract Documents.

3.3.2 Also by execution of this Construction Contract, the Contractor covenants and represents that the Contractor has visited the site of the Project (the "Site") and has had sufficient time and opportunity to independently examine and is sufficiently familiar with: the Site, the character and nature of the Site layout and materials, the character and nature of all Site constraints, restrictions and limitations, and limitations on ingress, egress and construction staging and performance; and the local conditions under which the Work is to be performed, including weather conditions and any other factors which may impact the Work. The Contractor further represents that it has taken into consideration and correlated these direct observations, examinations and investigations with the requirements of the Contract Documents and in the pricing of the Work, the formulation of the GMP, the Contractors Fee and in preparing all Exhibits.

3.3.3 Also by execution of this Construction Contract, the Contractor represents that it has reviewed and is familiar with the City's general expectations and scheduling assumptions regarding the completion of the Project and opening of the completed facility and that, given the Scope of Work, these scheduling assumptions are reasonable and achievable. The Contractor further represents that it will take into consideration and correlate these assumptions and constraints with the requirements of the Contract Documents and in the pricing of the Work, the GMP and the Contractor's Fee.

3.3.4 Finally, the Contractor represents that it has reviewed the Design Consultant Agreements and the 90% Design Drawings, accepts the terms and requirements thereof and affirmatively states that the Project, as expressed by the design documents and the Project requirements and constraints as modified by value engineering suggestions, budget adjustments and cost cutting measures suggested by the Contractor as of September 26, 2019 is a reasonable and constructible Project, incorporating a reasonable and workable delivery approach, schedule and budget.

4.0 RELATIONSHIP OF THE PARTIES:

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

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

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

4.3 The City will have a separate agreement with the Design Consultant to design the Project and to provide construction contract administration services necessary to ensure that the Work conforms to the Contract Drawings and Technical Specifications. Both the Contractor and the Design Consultant shall be given direction by the City, or the City's designated and authorized representative(s). The Contract Documents shall not be deemed to create any contractual relationship between the Design Consultant and the Contractor or any separate contractors, subcontractors of any tier or suppliers on the Project. The relationship between the Contractor and the Design Consultant is intended to be cooperative and proactive, with both participating on the same team with the City.

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

4.5 City Delegation of Authority. Executive Director of NWCO. The City's Executive Director of the Mayor's Office of the National Western Center ("Director") is the City's representative responsible for authorizing and approving the work performed under this Agreement. The Director in his sole discretion may designate one or more representatives to act as Project Manager, to issue written Notice to Proceed and to administer, coordinate and approve the work performed by the Design Consultant under this Agreement. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of work performed by the Design Consultant, 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 Consultant.

5.0 COORDINATION AND COOPERATION:

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

5.2 The Contractor shall, as a continuing work item under this Construction Contract, facilitate coordination, communication and cooperation regarding its performance hereunder between the NWCO, the Project Manager, the Design Consultant, the User Agency, other City consultants and any affiliated entities. In addition, the Contractor shall coordinate its efforts under this Construction Contract with all involved governmental and regulatory entities.

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

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

5.5 The Contractor shall use its best efforts and take all necessary precautions to protect and prevent damage and/or disruption to all City facilities and equipment, and shall coordinate all ingress and egress requirements with appropriate persons and agencies.

6.0 CONTRACT TIME, SUBSTANTIAL COMPLETION AND LIQUIDATED DAMAGES:

6.1 Substantial Completion. The term “Substantial Completion” is defined in the General Conditions. The number of days the Contractor shall have to attain Substantial Completion of the Scope of the Work set forth in the Contract Documents is set forth in this Section.

6.2 Construction Time. The term “Construction Time” is defined as the total number of days between the date of the Notice to Proceed with Construction and the date on which Substantial Completion of all Work must be completed by the Contractor. The Construction Time shall be: 214 **Calendar Days**.

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

LIQUIDATED DAMAGES

Should the Contractor fail to complete all Work within the Contract Time allocated under the Contract Form at Paragraph 3, SCOPE OF WORK, the Contractor shall become liable to the City and County of Denver for liquidated damages, and not as a penalty, at the rate of \$500 for each Day that the Contractor exceeds the time limits herein specified, all in accordance with provisions of General Contract Condition 602, LIQUIDATED DAMAGES; ADMINISTRATIVE COSTS; ACTUAL DAMAGES.

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

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

Amount per Day	Substantial Completion	\$500.00
Amount per Day	Final Completion	\$500.00

The parties agree that the foregoing amounts shall be the full amount of liquidated damages recoverable against the Contractor by the City for the Contractor’s breach of its covenants of timely performance hereunder. The amount so determined shall be the full, agreed upon and liquidated damages recoverable against the Contractor by the City for the Contractor’s breach of its covenants of timely performance hereunder. The provisions of this Section shall not limit the rights and remedies of the City pursuant to the General Conditions.

7.0 SUBCONTRACTS AND OTHER AGREEMENTS:

7.1 Subcontractor Selection. The Contractor recognizes and accepts that the subcontractor and supplier selection and contracting procedures specified herein are intended to promote pricing or buyout of the Work which is fair and reasonable and, to the greatest extent practicable, is based on fair and open competition. As such, all Work, except for Work or Services included in the Contractor’s Fee, the Contractor’s General

Conditions or Work performed by the Contractor with the prior written approval of the Project Manager (“Self-Performed Work”) shall be procured based upon competitive bids awarded to the lowest, responsive and qualified bidder and subcontracted to “Subcontractors” and “Suppliers,” which may include Contractor Self-Performed Work under Section 7.1, in accordance with **Exhibit R** and in compliance with the General Conditions, attached hereto and incorporated herein as **Exhibit A**. Each Subcontractor and Supplier selection shall be reviewed by the City and the City reserves the right to reject any Subcontractor or Supplier in accordance with the terms and conditions of the General Conditions or in the event the City determines that the selection was not made after a competitive bid. Upon request of the Contractor, the City may waive the competitive bid requirement of this Section with the express written approval of the Project Manager.

7.2 Self-Performed Work.

7.2.1 Upon prior written approval of the Project Manager, the Contractor may compete for designated Subcontractor or Supplier Work packages. Should the Contractor submit a proposal for any such package, such proposal shall be submitted directly to the Project Manager prior to any proposal deadline and all bid or selection requirements specified in **Exhibit R** shall apply to proposal or bid opening and evaluation. The Project Manager shall review with the Contractor all bids submitted where the Contractor has submitted a bid and shall make the final award after consultation with the Contractor. The City must approve any Self-Performed Work award to the Contractor. The Contractor shall perform for the Contractor's lump sum bid amount on the basis of a Stipulated Lump Sum Subcontract, which shall also be subject to City review and written approval of the Project Manager prior to commencement of any Self-Performed Work, but shall not be subject to the cost of work limitations of the Contract Documents.

7.2.2 Notwithstanding the bidding requirements set forth in Section 7.2.1, the Contractor has submitted to the City a final Self Performed Work Proposal for the Rough Carpentry, Backing and Blocking, Doors, Frames & Hardware Installation, Storm Water Management / Erosion Control Maintenance, Cleaning, Preparation and protection of surfaces, Safety construction, Miscellaneous other scopes of work that subcontractors have excluded from their proposals, but are required to complete the project work on the Project. Such final Proposal shall be for the scope of work described in the Self Performed Work Proposal attached hereto as **Exhibit R** and, under no circumstances, shall the proposal exceed the maximum amount for such work set forth in **Exhibit Q**. Upon receipt of the final Proposal, the Manager may, at the Manager’s sole discretion, accept the proposal, reject the proposal or engage in further negotiations regarding this work. If finally accepted by the Manager, the City will issue a change order for this work and the work described in the Final Self Performed Work Proposal will be incorporated into the GMP Scope of Work and GMP price as if fully set forth herein. In addition, the Construction Time shall be adjusted accordingly.

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

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

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

8.0 COMPENSATION.

8.1 Cost of the Work. The term Cost of the Work shall consist of costs necessarily incurred in the proper performance of the Work for the Project as delineated below which shall be paid by the City to the Contractor. Cost of the Work shall not include any Fee of the Contractor. Any allowable mark-up by the Contractor is included in the Contractor's Fee. Cost of the Work shall consist of the following Contractor incurred items set forth below:

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

8.1.2 Cost of contributions, assessments or taxes for such items as unemployment compensation and social security, insofar as such cost is based on wages, salaries or other remuneration paid pursuant to Section 8.1.1.

8.1.3 Cost of mock-ups and testing, as may be previously approved by the Project Manager.

8.1.4 Cost of all materials, supplies and equipment incorporated in the Work, including costs of transportation thereof.

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

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

8.1.7 Cost, including transportation, inspection, handling, storage and maintenance, of all temporary facilities and all materials, supplies, equipment and hand tools not owned by the workmen that are consumed in the performance of the Work on the Project. The Contractor shall negotiate with the City the salvage value of all items purchased and used on the Project but not consumed, damaged, lost or stolen at the completion of the work, crediting any proceeds against the Cost of the Work. If the Contractor and the

City cannot agree on the salvage value of the above items then said items shall remain the property of the City and the Contractor shall give no credit to the Cost of the Work. The Contractor may institute a voluntary recycling program.

8.1.8 Actual rental charges of all necessary machinery and equipment, exclusive of hand tools, used at the Site, whether rented from the Contractor (at rental rates approved by City and specified on **Exhibit N**) or others, including equipment owned by the Contractor that is assigned to salaried staff and charged to the Project and costs of fuel, oil, insurance, maintenance and minor repairs and replacements, transportation, installation, dismantling and removal thereof. The City and the Contractor agree that the rates for the rented equipment shall be charged as a Cost of Work at the stipulated fixed rates set forth on the Equipment Rental Rate Schedule, attached as **Exhibit N**.

8.1.9 The cost of the premiums for all bonds and Builder's Risk insurance that the Contractor is required to procure by this Construction Contract. The costs of the premiums for all other insurance that the Contractor is required to procure by this Construction Contract or that are deemed necessary by the Contractor with the City's written approval shall be charged as a Cost of the Work at the stipulated fixed percentage of 1.28% of the Cost of Work, and all deductibles that are attributable to this Construction Contract, including equipment insurance deductibles.

8.1.10 Applicable sales, use or similar taxes related to the direct performance of the Work and for which the Contractor is liable, imposed by any governmental authority.

8.1.11 Permits, fees, licenses, costs of all tests, commissioning costs, inspections and approvals, as may be required by the Contract Documents or applicable laws, ordinances or public authority for the performance of the work (except for inspection and testing performed by the City, at its cost).

8.1.12 Actual costs of reproduction, telegrams, facsimile transmissions, mobile phones, long distance telephone calls, telephone service at the Site, postage and express delivery charges, and reasonable petty cash expenses of the site office in connection with the Work.

8.1.13 Cost of removal of all debris from the Site.

8.1.14 Costs for chilled drinking water as required to complete the Work at the Site, and costs for snow removal as required.

8.1.15 Cost incurred by the Contractor in repairing or correcting defective, damaged or nonconforming work, provided that such defective, damaged or nonconforming work was beyond the control of the Contractor, Subcontractors, or Suppliers, or caused by the ordinary mistakes or inadvertence, and not the negligence of the Contractor's or any Subcontractor's or Supplier's supervisory personnel. If the costs associated with such defective, damaged or nonconforming work are recoverable from insurance or Subcontractors or Suppliers, the Contractor shall exercise its best efforts to obtain recovery from the appropriate source and credit the Cost of the Work if recovery is obtained.

8.1.16 Costs incurred due to any emergency affecting the safety of persons and property and related to the Work unless otherwise covered by insurance or reimbursable from a Subcontractor or Supplier, or unless such costs are due to the fault or negligence of the Contractor or a Subcontractor or Supplier of any tier.

8.1.17 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site, and when stationed off-site and working on the Project in accordance with the staffing and salary schedule set forth in **Exhibit O**, including vacation time, in accordance with the Contractor's company

policy, accrued and taken during the performance of the Work. This includes estimators, safety personnel, quality control personnel and their assistants.

8.1.18 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work in accordance with the staffing and salary schedule set forth in **Exhibit O**.

8.1.19 With prior written approval of the Project Manager, that portion of the reasonable travel and subsistence expenses of the Contractor's personnel incurred while traveling in discharge of duties connected with the Work.

8.1.20 Fees of testing laboratories for tests required by the Contract Documents.

8.1.21 Legal, mediation and arbitration costs other than those arising from disputes between the City and the Contractor reasonably incurred by the Contractor in the performance of the Work and with the City's prior written permission of the Project Manager.

8.1.22 Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the City.

8.1.23 Costs associated with the implementation of any established company safety program, which costs shall be subject to City's reasonable approval.

8.1.24 Contractor's General Conditions expenses as identified in **Exhibit Q**. These expenses include rented or purchased materials and equipment used by the Contractor at the Project site office in connection with the Work.

8.1.25 Cost of warranty repairs, to the extent not covered by a subcontract or purchase agreement (provided that the Contractor shall use its best efforts to enforce the warranties received from subcontractors, suppliers and vendors). These costs include the Contractor's administrative staff associated with supervision and management of the warranty repairs.

8.1.26 Reasonable data processing costs related to the work, including data line service, internet charges, software costs and licenses fees.

8.1.27 All costs and fees incurred in the performance of work and approved for payment under the Preconstruction Services Agreement (**Exhibit D**).

8.1.28 Deposits for materials, design of manufactured items and supplied items is the responsibility of the contractor. Reimbursements will be made once the item is installed and accepted by the Project Manager.

8.2 **Costs Not To Be Reimbursed.** Cost of the Work shall not include expenditures made for any of the following:

8.2.1 Salary of any officer of the Contractor.

8.2.2 Salary of the Contractor's employees stationed at the Contractor's main office not working on the Project.

8.2.3 Overhead, profit and general expenses of any kind except as included in the Contractor's Fee.

policy, accrued and taken during the performance of the Work. This includes estimators, safety personnel, quality control personnel and their assistants.

8.1.18 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work in accordance with the staffing and salary schedule set forth in **Exhibit O**.

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8.1.20 Fees of testing laboratories for tests required by the Contract Documents.

8.1.21 Legal, mediation and arbitration costs other than those arising from disputes between the City and the Contractor reasonably incurred by the Contractor in the performance of the Work and with the City's prior written permission of the Project Manager.

8.1.22 Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the City.

8.1.23 Costs associated with the implementation of any established company safety program, which costs shall be subject to City's reasonable approval.

8.1.24 Contractor's General Conditions expenses as identified in **Exhibit Q**. These expenses include rented or purchased materials and equipment used by the Contractor at the Project site office in connection with the Work.

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8.1.26 Reasonable data processing costs related to the work, including data line service, internet charges, software costs and licenses fees.

8.1.27 All costs and fees incurred in the performance of work and approved for payment under the Preconstruction Services Agreement (**Exhibit D**).

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8.2.1 Salary of any officer of the Contractor.

8.2.2 Salary of the Contractor's employees stationed at the Contractor's main office not working on the Project.

8.2.3 Overhead, profit and general expenses of any kind except as included in the Contractor's Fee.

8.2.4 The capital expenses of the Contractor, including interest on capital employed for the work.

8.2.5 Expenses of the Contractor's principal office and offices, other than the Site office.

8.2.6 Costs incurred by the Contractor in situations where such costs may be covered by insurance or recoverable from a Subcontractor or Supplier, if the Contractor failed to use its best efforts to obtain such insurance proceeds or recovery from the responsible Subcontractor(s) or Supplier(s).

8.2.7 Expenses incurred for relocation and temporary living expenses of personnel required for the Work, or when such relocation is for the convenience of the Contractor.

8.2.8 Any cost that would cause the GMP to be exceeded.

8.2.9 Any costs not specifically included in the Cost of the Work, Section 8.1.

8.2.10 Costs of retesting non-conforming Work.

8.3 **Contractor's Fee.** The "Contractor's Fee" (the "Fee") to be paid to the Contractor and included in the GMP shall be a lump sum of **ONE HUNDRED SEVENTY-THREE THOUSAND THREE HUNDRED FORTY-EIGHT DOLLARS AND NO CENTS (\$173,348.00)**, payable in progress installments pursuant to a mutually agreeable schedule of progress installments.

8.4 **Guaranteed Maximum Price.**

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

8.4.2 The Guaranteed Maximum Price consists of the sum of (i) the estimated Cost of the Work; and (ii) the Fee. The Contractor has presented and the City has accepted the Guaranteed Maximum Price and Basis of the GMP Proposal attached hereto as **Exhibit Q**. The Parties specifically agree that the City shall not be subject to any cost, charge or fee under this Agreement that is not specified above.

8.5 **Savings.** In the event that the actual Cost of the Work plus the Fee shall be less than the GMP, the resulting savings shall inure One Hundred Percent (100%) to the City. The Contractor shall distribute such savings to the City by Change Order that either reduces the GMP or implements enhancements or additions to the Project requested by the City.

8.6 **Construction Contract Amount and Funding.** In accordance with the terms of this Construction Contract, the maximum Construction Contract Amount, which includes Owner's Contingency, to be paid by the City to the Contractor under this Agreement shall not exceed **FIVE MILLION THREE HUNDRED THIRTY-FIVE THOUSAND FOUR HUNDRED TWENTY TWO DOLLARS AND NO CENTS (\$5,335,422.00)**. The Contractor guarantees and warrants that the Project will be completed by its performance hereunder for the GMP amount. In no event will the City's liability exceed the maximum Construction Contract Amount, as adjusted by duly authorized change order in accordance with this Construction Contract. The parties specifically agree that any performance by the Contractor hereunder shall not subject the City to any cost, charge or fee not specified above.

9.0 DISPUTE RESOLUTION:

It is the express intention of the parties to this Construction Contract that all disputes of any nature whatsoever regarding the Construction Contract including, but not limited to, any claims for compensation or damages arising out of breach or default under this Construction Contract, shall be resolved by administrative hearing pursuant to the provisions of Section 56-106, DRMC or, with respect to appropriate issues involving Small Business Enterprise contracting, by Section 28-33, DRMC. The Contractor expressly agrees that this dispute resolution process is the sole and only dispute resolution mechanism that will be recognized and employed by the parties for any claims put forward by the Contractor, notwithstanding any other claimed theory of entitlement on the part of the Contractor or its Subcontractors or Suppliers.

10.0 ADDITIONAL PROVISIONS:

10.1 No Discrimination in Employment. In connection with the performance of the Work under this Construction Contract, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder. Further, the Contractor agrees to comply with the provisions of Section 28-45 to 28-47, DRMC, and all Rules and Regulations promulgated and adopted by the Manager of Public Works pursuant thereto relating to non-discrimination in employment by contractors, subcontractors and suppliers receiving compensation for work performed on the Project.

10.2 Insurance. General Condition 1601 is hereby deleted in its entirety and replaced with the following: The City intends to utilize a Rolling Owner Controlled Insurance Program (“**ROCIP**”) for this Project. The proposed requirements for this program are attached as **Exhibit T**. Contractor shall strictly comply and insure that its subcontractors comply with the requirements of the ROCIP program as finalized. The final ROCIP requirements are hereby incorporated by reference into this Agreement. Contractor will contact the City’s Risk Management Office (“**Risk**”) before finalizing each task and work order to determine if any additional coverage at the task/work order level will be required. Contractor will provide documentation requested by Risk, including the scope of work, location where work will be performed and known projects risks so that Risk can determine what additional insurance coverages, if any, will be required for that work order. Additional coverages may include, but are not limited to, Builder’s Risk or Installation Floater, Flood, Contractors Pollution Liability, Professional Liability, and/or Railroad Protective Liability Insurance. Contractor will obtain, or require that its subcontractors obtain, additional Work Order specific coverage required by Risk. Contractor will provide the City with a certificate of insurance, preferably an ACORD certificate, confirming that the required coverage, at the required limits, is in place before starting work. Certificate(s) of insurance for any additional coverage will be attached to each task/work order. Any coverage that Contractor or its subcontractors are required to purchase and any additional insurance required on a task/work order basis shall comply with the following requirements:

10.2.1 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.

10.2.2 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 S**, 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.

10.2.3 Additional Insureds. For Commercial General Liability, Auto and Additional Coverage at Work Order Level Contractor and subcontractor's insurer(s) shall include the City and County of Denver and its elected and appointed officials, employees and volunteers as an additional insured.

10.2.4 Subcontractors and Subconsultants. All subcontractors and subconsultants (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. 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 and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

10.2.5 Additional Provisions.

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

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

10.2.5.1.2 Defense costs are outside the limits of liability;

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

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

10.2.5.2 For claims-made coverage:

10.2.5.2.1 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.

10.2.6 Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

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

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

10.4 Compliance with Wage Rate Requirements and Payment of City Minimum Wage. In performance of all Work hereunder, the Contractor agrees to comply with and be bound by all requirements and conditions of the City's Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, DRMC, including but not limited to all Construction Contract anniversary date wage rate adjustments, and any determinations made by the City pursuant thereto. In accordance with Section 20-76(b), DRMC, the prevailing wage rate schedule applicable to this Construction Contract shall be the most current schedule available at the time the Contractor executes this Construction Contract and such schedule is attached hereto and incorporated herein as **Exhibit F**. For purposes of establishing a date for prevailing wage rate anniversary adjustments the contract date should be the date of the attached wage rate schedule (**Exhibit F**). **Payment Of City Minimum Wage:** Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City’s Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City’s Minimum Wage Ordinance and that any failure by Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

10.5 Workforce. Contractor will coordinate with the NWC Program’s Workforce Manager to maximize employment opportunities in zip codes targeted by the City and within populations targeted by the NWC Program. This coordination will include providing a list of anticipated work hours by trade and participating in outreach events attended by NWCO. In addition, Contractor will require that its subcontractors provide information regarding job opportunities to WORKNOW.

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

10.7 Appropriation. Notwithstanding any other term, provision, or condition herein, all payment obligations under this Construction Contract shall be limited to the funds appropriated or otherwise made available by the Denver City Council and paid into the Treasury of the City. As of the date of this Construction Contract, **FIVE MILLION THREE HUNDRED THIRTY-FIVE THOUSAND FOUR HUNDRED TWENTY-TWO DOLLARS AND NO CENTS (\$5,335,422.00)** have been appropriated for this Construction Contract. The Manager of Public Works, upon reasonable written request, will advise the Contractor in writing of the total amount of appropriated and encumbered funds that are or remain available for payment to the Contractor.

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

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

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

10.11 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.

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

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

10.14 Proprietary or Confidential Information.

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

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

10.15 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.

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

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

If to the Contractor:
Gerald H. Phipps, Inc.
5995 Greenwood Plaza Blvd., Suite 100,
Greenwood Village, CO 80111

If to the City
Executive Director of the Mayor's Office of the National Western Center
201 West Colfax, Department 205
Denver, Colorado 80202

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

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

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

10.20 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.

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

[ELECTRONIC SIGNATURES FOLLOW]

Contract Control Number: PWADM-201952026
Contractor Name: GERALD H. PHIPPS, INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

PWADM-201952026
GERALD H. PHIPPS, INC.

By: DocuSigned by:
ROGER TREICHLER
A11F63FAD8B7422... _____

Name: ROGER TREICHLER
(please print)

Title: VP Operations
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

**Exhibit A
General Contract Conditions
2011 Edition**

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

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EXHIBIT B
SPECIAL CONTRACT CONDITIONS

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

SC-1 CONSTRUCTION SPECIFICATIONS

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

Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS, City and County of Denver (The Index for which is bound herein and commonly referred to as the "Yellow Book") (2011 Edition)

Colorado Department of Transportation "Standard Specifications for Road and Bridge Construction" (Sections 200 through 700 of the 2016 Edition).

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

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

Building Code of the City and County of Denver

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

Wastewater Management Division – Detail and Technical Specifications for Storm and Sanitary Construction.

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

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

<https://www.denvergov.org/content/denvergov/en/denver-department-of-public-works/documents/standards-details-manuals.html>

The *Manual on Uniform Traffic Control Devices for Streets & Highways* is available for review as stated above, or can be viewed at the Federal Highway Administration Website at: www.fhwa.dot.gov, where you will also find purchase information.

The "*Colorado Department of Transportation Standard Specifications for Road and Bridge Construction*" is available for review as stated above, or can be purchased from the Colorado Department of Transportation.

The *Wastewater Management Division – Detail and Technical Specifications for Storm and Sanitary Construction*, is available at Wastewater Management Division, 2000 W. 3rd Avenue, Denver, CO 80223

SC-2 CITY DELEGATION OF AUTHORITY

With reference to General Contract Condition 109, DEPUTY MANAGER and General Contract Condition 212, CITY’S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Executive Director hereby designates the City Contract Manager as the City official responsible for those certain actions and decisions designated as the responsibility of the Deputy Manager under the General Conditions and delegates to the City Contract Manager the authority necessary to undertake those responsibilities under this Contract. The Executive Director designates Stephanie C. Reed as the City Contract Manager. The Executive Director may designate a new City Contract Manager at any time by providing written notice to the Contractor.

SC-3 CONTRACT AMOUNT; BID PRICE, GUARANTEED MAXIMUM PRICE

General Condition 103, CONTRACT AMOUNT, is hereby deleted in its entirety and replaced with the following:

"Contract Amount," "Bid Price," "Bid Amount," or "Maximum Contract Amount" means the Guaranteed Maximum Price ("GMP") under the Contract.

In the General Conditions, the phrases "provided to the City at no cost," "at no cost to the City," "cost . . . shall be borne by the Contractor," "costs shall be reimbursed by the Contractor," "at the expense of the Contractor," "Contractor shall bear any and all costs," and "Contractor shall bear any and all additional costs," mean that the costs in question are to be included as a Cost of the Work without any increase to the Guaranteed Maximum Price. Also, whenever a General Condition states that the Contractor shall be required to take any action, or responsible for any action or thing, it means that such requirements and responsibilities are included as a Cost of the Work without any increase to the Guaranteed Maximum Price, unless there is a specific statement to the contrary as to any such requirement or responsibility.

SC-4 TIME OF BIDDING; TIME OF CONTRACTING

In the General Conditions, the words "time of bidding," "bidding," and the like, shall mean the time when the Contract is signed.

SC-5 CONTRACT DOCUMENTS

General Condition 104 CONTRACT DOCUMENTS is hereby deleted in its entirety and replaced with the following:

"The Contract Documents" consist of the documents which are listed in the Contract Form."

SC-6 CONTRACT TIME

General Condition 105 CONTRACT TIME is hereby deleted in its entirety and replaced with the following:

"Contract Time" is the time specified in the Contract within which the Contractor is required to substantially complete the Work. Substantial Completion shall occur prior to Final Completion. The Contract Documents may require completion on or before a certain specified date.

SC-7 DEPUTY MANAGER/CITY ENGINEER

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

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

SC-8 SUBCONTRACTOR

General Condition 118, SUBCONTRACTOR, is hereby amended by adding a new final sentence to read as follows:

"Subcontractor" may also mean the Contractor pursuant to a subcontract for lump-sum self-performed work, as authorized in the Contract Form.

SC-9 WORK

General Condition 121 WORK is hereby deleted in its entirety and replaced with the following:

The terms "Scope of Work" or "Work" as used herein shall mean all Preconstruction and Construction Phase services required by or inferable from the Contract Documents, whether completed or partially completed, and includes all other labor, management, administration, supervision, materials, supplies, manufactured components, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

SC-10 WORKING HOURS AND SCHEDULE

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

1. Work shall normally not be done on Saturdays, Sundays, City observed holidays, or outside of the daytime working hours which may be specified in the Special Conditions, except for such work as may be necessary for proper care, maintenance, and protection of Work already done, or in cases when the Work would be endangered or when hazard to life or property would result The Contractor shall comply with Denver's noise control ordinance during all working hours.
- 2.. If the Contractor believes it may be necessary to work on Saturdays, Sundays, holidays, city furlough days, or at night, the Contractor shall make prior

arrangements with the Project Manager and receive written approval at least twenty-four (24) hours before such work period so that proper inspection and engineering services can be provided. Such approval may be revoked by the Project Manager if the Contractor fails to maintain adequate equipment and lighting at night for the proper prosecution, control and inspection of the Work. If Work is done outside of approved working hours, and the Project Manager has not assigned inspectors to the Work, the Work performed during those periods of time may be declared defective solely on the grounds that it was not properly inspected.

3. The Contractor shall schedule and coordinate the performance of all of its Subcontractors and Suppliers, including their use of the Work site. The Contractor shall keep the Subcontractors and Suppliers informed of the Project construction schedule to enable the Subcontractors and Suppliers to plan and perform their work properly.
4. The Contractor shall submit, with the GMP Proposal, a construction schedule which shall provide for the expeditious and practicable execution of the Work. Such construction schedule shall be in a Critical Path Method (CPM) format or such other format approved by the Project Manager. This Schedule shall be considered, upon City acceptance, the baseline schedule for the Project. A Critical Path Method schedule shall be required in any event for any Contractor Change Request pursuant to G.C. 1103.4 and any resulting claim. The receipt of the schedule by the Project Manager shall in no way constitute acceptance of the Contractor's anticipated schedule of construction activities. The schedule will be reviewed for comment by the Project Manager. The Project Manager's review and comment on the schedule shall not constitute approval or acceptance thereof by the City.
5. The Critical Path Method schedule shall provide reasonable detail as described in the Technical Specifications and shall include a time scaled network and computer printout. Additionally, float or slack is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any activities in the schedule. Float or slack is not time for the exclusive use or benefit of either the Contractor or the City.
6. The Contractor shall, once a month, submit a progress report and an updated schedule in a form acceptable to the Project Manager.

SC-11 SUBCONTRACTOR ACCEPTANCE

General Condition 502, SUBCONTRACTOR ACCEPTANCE, is hereby deleted in its entirety and replaced by the following:

1. Except as provided in the City's Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE), or Minority and Women Business Enterprise (M/WBE) contracting requirements, the City recognizes that prior to bidding, the bidder may not have been able to negotiate for all portions of the Work which the bidder proposes to subcontract. The City will, therefore, permit the successful bidder to propose additional Subcontractor(s) at any time during the Contract period provided, however, that any limitation on subcontracting has not been exceeded, and that all such SBE, DBE, or M/WBE requirements are adhered to,

including, if applicable, the Contractor's SBE or M/WBE Compliance Plan. If the proposed Subcontractor(s) are acceptable and the City, by letter to the Contractor, approves of the Subcontractor(s), the Contractor may enter into agreements with these parties. If any proposed Subcontractor(s) are not acceptable to the City, the Contractor must submit for City approval the names of substitute Subcontractors.

2. Each Subcontractor which the Contractor expects to perform Work must be accepted in writing by the Project Manager before the Subcontractor begins work. The acceptance or rejection of any proposed Subcontractor shall be at the Project Manager's sole discretion. The reasons the Project Manager may use for not accepting a Subcontractor include, but are not limited to, the following:
 - A. Default on a contract within the last five (5) years.
 - B. Default on a contract which required that a surety complete the contract under payment or performance bonds issued by the surety.
 - C. Debarment within the last five (5) years by a public entity or any organization which has formal debarment proceedings.
 - D. Significant or repeated violations of Federal Safety Regulations (OSHA).
 - E. Failure to have the specific qualifications listed in the Contract Documents for the work that the Subcontractor will perform.
 - F. Failure to have the required City or Colorado licenses to perform the work described in the subcontract.
 - G. Failure to pay workers the proper wage and benefits or to pay suppliers or subcontractors with reasonable promptness within the last five (5) years.
 - H. Conviction, plea of nolo contendere, entry into a formal agreement admitting guilt or entry of a plea of guilty or otherwise admitting culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, anti-trust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Subcontractor's business, on the part of Subcontractor's principal owners, officers, or employees, within the last five (5) years.
 - I. Failure to pay taxes or fees to the City.
 - J. Evidence that the Subcontractor was selected by the Contractor through the process of bid shopping, dishonesty or buyout.
3. The Contractor shall submit a statement signed by an officer or principal of the Contractor certifying that the Contractor has investigated the qualifications and background of each proposed Subcontractor and certifying under oath that, to the best of his or her knowledge, none of the bases for rejection listed above exist. In lieu of this certification, the Contractor may identify, for each proposed Subcontractor, any of the issues listed above applicable to that Subcontractor and attach to that statement a list of all judicial and administrative proceedings in the

last five (5) years in which any proposed Subcontractor is or was a party, the proceedings involving any of the issues listed above or in which any proposed Subcontractor filed for bankruptcy.

- 4. This Title 5 does not create, and shall not be interpreted as creating, any contractual relationship or privity of contract between the City and any Subcontractor. The acceptance or rejection of a proposed Subcontractor shall not create in that Subcontractor a right to any subcontract nor shall said acceptance or rejection relieve the Contractor of its responsibilities for the work of any Subcontractor.

SC-12 PAYMENT PROCEDURE

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

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

<u>Name</u>	<u>Telephone</u>
-------------	------------------

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

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

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

SC-13 SCHEDULE OF VALUES FOR LUMP SUM SUBCONTRACTS

Special Condition 903, SCHEDULE OF VALUES FOR LUMP SUM CONTRACTS, is hereby deleted in its entirety and replaced by the following:

1. The Contractor shall furnish to the Project Manager, for review and approval, a Schedule of Values for lump sum subcontracts, in such detail as the Project Manager shall request, no later than thirty (30) Days prior to the issuance of the first pay application. The Schedule of Values shall show the amount included for each principal category of work and shall be in proper balance. No pay application shall be submitted until the submitted Schedule of Values is approved in writing by the Project Manager.
2. Should the City issue a Change Order that decreases or increases the Contract Amount, the Schedule of Values shall be modified to reflect the amount of such decrease or increase and resubmitted to the Project Manager at least fifteen (15) Days prior to the pay application reflecting such increase or decrease.

SC-14 APPLICATIONS FOR PAYMENT

General Condition 906, APPLICATIONS FOR PAYMENT, is hereby deleted in its entirety and replaced by the following:

1. Each complete application shall contain a list of Subcontractor and material invoices. If requested by the City, the Contractor will furnish the City with invoices shown on the lists which accompany any application for payment.
2. Application for payment shall be based on approved Cost of the Work items incurred, completed and/or certified by the Contractor. The application shall specify the Cost of the Work so certified as having been incurred by the Contractor for Work performed during the preceding period. The Contractor's Fee shall be paid based on the actual Cost of Work items incurred. Each application for payment shall also be accompanied by a written schedule of values which sets out the Cost of the Work for the Project together with the Contractor's accounting of the percentage of completion of each line item of Cost of the Work of which the City is liable to pay the Contractor.
3. The Contractor shall certify in writing with each application for payment that to its knowledge the Project will be completed at a cost within the Guaranteed Maximum Price, as modified by change orders, and shall identify with reasonable particularity any circumstances which could result in the total cost to the Contractor (including Fee) in completing the Project exceeding the Guaranteed Maximum Price.
4. Reserved
5. Each application for payment for materials or equipment stored on or off the Project site shall be accompanied by bills of sale to establish the City's title to such material or equipment free and clear of liens and encumbrances; evidence of property insurance covering such materials or equipment; evidence, as to material and equipment stored off the Project site, that the same have been properly labeled as the City's property and segregated from the vendor's other inventory; and, if required by the City, contracts and financing statements sufficient to create a

security interest in favor of the City in materials or equipment stored off the Project site which remain in the possession of the vendor of such materials or equipment.

6. Each progress payment application shall show each Subcontractor or Supplier participating in the Work completed during the previous progress period and the dollar amount of such participation. The Contractor will assure that the Subcontractors and/or Suppliers are filing for and are being paid for only the value of materials and services delivered and performed upon or incurred for the Project and that the Subcontractors and/or Suppliers are not over-billing for the effort performed. The Contractor shall, prior to or with the submission of each application for payment, furnish to the City proper evidence accounting for the distribution to Subcontractors and/or Suppliers of funds received under prior applications together with proper releases and waiver, in form and content acceptable to the City, obtained in connection therewith.
7. If the Contractor disputes a Subcontractor's or Supplier's entitlement to a portion of the previous progress payment, the Contractor shall submit to the City copies of any written communication from the Contractor to such Subcontractor or Supplier explaining the Contractor's determination not to render payment to such Subcontractor or Supplier, together with proof of service of such written communication upon such Subcontractor or Supplier.
8. Each application for payment shall be signed. Such signed application for payment shall constitute a representation by the Contractor to the City that the Work has progressed to the point indicated; that the quality of the Work covered by the estimate is in accordance with the Contract Documents; that each obligation covered by the payment application has been properly incurred, is a proper charge and has not been the basis of any previous application (except as otherwise noted); that the money received as a result of the application will be used to discharge the Contractor's obligations under the Contract; and that the Contractor is entitled to payment in the amount requested. The Project Manager or the Design Consultant, as appropriate, must also verify and certify the estimate of Work completed prior to any acceptance by the City.
9. By submitting an application for payment, the Contractor warrants that: (i) the title to the Work covered by an application for payment will pass to the City upon receipt of payment by the Contractor; (ii) the Work covered by previous payment applications is free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens", except for any interest created by retainage; and (iii) no Work covered by an application for payment is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or any other person or entity.
10. The Contractor shall not include in its application for payment any billing for defective Work or for work performed by Subcontractors or Suppliers if it does not intend to pay the Subcontractors or Suppliers for such work.
11. Approval of an application for payment of Work completed or actual payment by the City shall not foreclose the right of the City to examine the books and records of the Contractor to determine the correctness and accuracy of any item.

12. Should the City decline or fail to approve for payment any items of the Contractor's Fee, the Cost of the Work, or any other item shown on an application for payment, the City shall notify the Contractor in writing, setting forth the reasons for such action. The City shall pay that portion of each payment application which is not disapproved in writing by the City.
13. No progress payment or partial or entire use or occupancy of the Project by the City shall constitute an acceptance of Work not in accordance with the Contract Documents.

SC-15 DISCOUNTS, REBATES AND REFUNDS

Cash discounts obtained on payments made by the Contractor shall accrue to the City if (1) before making the payment, the Contractor included them in an Application for Payment and received payment therefore from the City, or (2) the City has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the City, and the Contractor shall make provisions so that they can be secured. Amounts which accrue to the City herein shall be credited to the City as a deduction from the Cost of the Work.

SC-16 ADJUSTMENT OF CONTRACT AMOUNT

General Condition 1104, ADJUSTMENT TO CONTRACT AMOUNT, is hereby deleted in its entirety and replaced by the following:

1. Contract Amount Adjustments. All adjustments to the Contract Amount shall be determined by using one or more of the following methods:
 - A. A negotiated lump sum. If requested by the City, the Contractor shall promptly provide itemized and sufficient substantiating data, including calculations, measurements, cost records, production rates, equipment types and capacity, labor costs by craft and other information which the City may reasonably require the Contractor to produce in order to permit the City to evaluate any lump sum Contractor Change Request. In pricing such proposals, the Contractor shall include estimates of the type of costs described in G.C. 1104.2.
 - B. Unit prices (as stated in the Contract Documents or subsequently agreed upon) multiplied by final verified quantities of work performed;
 - C. Costs as determined in a manner previously agreed upon by the parties, which include markups, that do not exceed those set forth in G.C. 1104.2 below; or
 - D. Time and Material costs as determined in the manner described in G.C. 1104.2, Calculation of the Contract Adjustment. These amounts may be reduced where necessary to take into account the cost of Base Contract Work, Work included in approved Change Orders, Work described in other Field Order/Change Directives, idle time for workers and/or equipment when Work could have been performed in other locations or

when the number of workers or amount of equipment provided exceeded the number or amount required to perform the Work, unsatisfactory Work, or Work which may be or was performed concurrently with the changed Work and which cannot be easily segregated from the changed Work .

2. Calculation of the Contract Adjustment. In no event shall the charge or credit to the City associated with any change exceed the sum of the following:
- A. Direct Labor The actual net, direct increase or decrease in the cost of the Contractor's labor. Such cost shall include only the cost associated with the workers who actually perform the changed Work. The cost of supervision, management and field or office overhead shall not be included or calculated as a direct labor cost. For shop work, the direct labor cost shall include only those workers who work directly on the item being manufactured or the actual operators of the equipment being used to handle the items being manufactured.
 - B. Labor Burden. Contractor's actual costs for worker's compensation and liability insurance, payroll taxes, social security and employees' fringe benefits (including employer paid health insurance) imposed on the basis of payrolls. This burden must reflect the variability of some burdens, ie social security. The burden shall be itemized and include all small tools and miscellaneous supplies. The total labor burden for such small tools shall not exceed two percent (2%) of the Direct Labor cost.
 - C. Direct Material, Supplies, Installed Equipment. The actual net, direct cost of materials, supplies and equipment incorporated into or consumed by the Work. If actual costs are not available, this cost shall be the lowest commercially available price including all discounts and rebates and all applicable taxes. Such cost shall be based on buying the material, supplies and equipment in the largest practical quantity to receive quantity discounts.
 - D. Equipment Costs. Without markup or operator, the lesser of (i) the actual net cost to the Contractor of owned or rented equipment, other than small tools; or (ii) the rental rate for such equipment as determined by using the following method(s):
 - (1) Equipment rental rates listed in the appropriate rental rate book currently in use by the Colorado Department of Transportation. If an item of equipment does not appear in the rental rate book currently in use by the Colorado Department of Transportation, the rental rates published by the Associated Equipment Dealers may be used as a basis for negotiating a rental rate for a particular piece of equipment. The Contractor shall provide all information necessary to determine the appropriate rental rate at the time the equipment is brought on the job. This shall include, but not be limited to, type, description, make, year, model, series, serial number, fuel type, transmission, wheel combination, GVW, capacity and equipment owner.

- (2) Rental equipment costs shall be determined using actual invoiced rates, less all discounts for basic equipment rental.
- (3) Mobilization/demobilization costs will be paid if the equipment is mobilized exclusively for Work described in a Change Order. If the equipment is also used on Base Contract Work, no mobilization or demobilization cost will be paid. Mobilization/demobilization costs will be based on using the least expensive means to mobilize or demobilize Equipment shall be obtained from the nearest available source. When the least expensive methods are used, the costs shown in the actual invoice will be the basis for pricing.

E. Mark Up For Overhead And Profit.

- (1) The Contractor's Fee on the calculated change of Cost of Work shall be the only amount added to such calculated cost of Work to as markup and profit to the Contractor, including any fee on applicable Work self-performed by the Contractor.
- (2) A Subcontractor of any tier who actually performs the Work shall be entitled to a markup of twelve percent (12 %) on the actual costs for items A through D in GC 1104.2 above. Bonds and insurance are compensated at direct cost without markup.
- (3) A supervising Subcontractor (if any) shall be entitled to a three percent (3%) markup on the actual price charged to the Subcontractor by a Subcontractor of lower tier.
- (4) All of the Contractor's and Subcontractor's field and office overhead and supervision costs are included in the Fee and markups listed above.
- (5) Neither the Contractor nor Subcontractor of any tier, nor the City in the case of a credit, will apply or attempt to apply these percentage adjustments in a way which would pyramid either the cost or credit because of the involvement of a Subcontractor or sub-subcontractor. Written justification and approval shall be required for any percentages exceeding a total of fifteen percent (15%).

F. Bonds, Insurance, Permits And Taxes. The actual increases or decreases in the cost of premiums for bonds and insurance, permit fees, and sales, use or similar taxes related to the Work. The Contractor shall not be entitled to a Fee for any such costs.

3. Totals as Equitable Adjustment. The Contractor agrees that the total of the above items constitute an equitable adjustment for any and all costs or damages resulting from a change.

4. No Equitable Adjustment for Obstruction by Contractor. No equitable adjustment shall be made as a result of costs resulting from any act, hindrance, obstacle, obstruction, interference or omission of the Contractor, its Subcontractors, Suppliers, or surety, or any other entity or individual acting on behalf of the Contractor.
5. Calculation of Certain Equitable Adjustments.
 - A. In case of delay in completion of the entire Contract due to drawings, designs or specifications which are defective and for which the City is responsible, the equitable adjustment for delays or costs incurred prior to notification to the City of such defect shall only include the extra cost and time reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect.
 - B. An equitable adjustment shall not include increased costs for delay resulting from the Contractor's failure to continue performance during determination of any Contractor Change Request or claim.
6. Price Reductions for Defective Cost or Pricing Data. If it is later determined that pricing adjustments to the Contract were not correct due to incomplete or inaccurate pricing data by the Contractor or any Subcontractor or Supplier or that lower prices were reasonably available, the price shall be reduced accordingly and the Contract Amount modified by an appropriate Change Order.
7. Variation in Quantity of Unit Priced Items. Where the quantity of a unit-priced item in the Contract is an estimated quantity and the actual quantity of the unit-priced item varies more than twenty-five percent (25%) above or below the estimated quantity, and where this difference changes the total original Contract value by more than five percent (5%), an equitable adjustment in the Contract Amount may be made by Change Order. The equitable adjustment shall be based upon any increase or decrease in cost due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completing the Work, the Contractor may request, in writing, an extension of time in accordance with GC 1105.
8. Disposition of Excess or Obsolete Property. When the cost of materials, supplies, equipment or other personal property made obsolete or excess as a result of a delay is included in the equitable adjustment, the Project Manager shall have the right to prescribe the manner of disposition of such property.

SC-17 SURETY BONDS

General Condition 1501, SURETY BONDS, is hereby deleted in its entirety and replaced by the following:

1. Payment and performance bonds must be issued by a corporate surety authorized to do business in the State of Colorado and approved by the Mayor, the Manager and the City Attorney.

2. Before the Contract is executed, the Contractor shall have furnished such surety bonds and appropriate Powers of Attorney as a guarantee of the faithful performance of the Contract and the payment of bills for labor and materials.
3. The Manager may direct, at his sole discretion, that the required payment and performance bonds be combined in a format approved by the City Attorney.
4. The Contractor shall provide a Consent of Surety for any duly executed Change Order that increases the Contract Amount, thereby increasing the penal sum of the bonds.
5. The form of the Performance and Payment Bond to be used by the Contractor is included in the Contract Documents.

SC-18 CONSTRUCTION INSPECTION BY THE CITY

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

1. Persons who are employees of the City or who are under contract to the City or the City as lessee will be assigned to inspect and test the Work. These persons may perform any tests and observe the Work to determine whether or not designs, materials used, manufacturing and construction processes and methods applied, and equipment installed satisfy the requirements of the drawings and specifications, accepted Shop Drawings, Product Data and Samples, and the General Contractor's warranties and guarantees. The General Contractor shall permit these inspectors unlimited access to the Work and provide means of safe access to the Work, which cost shall be included as a Cost of the Work without any increase to the Guaranteed Maximum Price. In addition, General Contractor shall provide whatever access and means of access are needed to off-site facilities used to store or manufacture materials and equipment to be incorporated into the Work and shall respond to any other reasonable request to further the inspector's ability to observe or complete any tests. Such inspections shall not relieve the General Contractor of any of its quality control responsibilities or any other obligations under the Contract. All inspections and all tests conducted by the City are for the convenience and benefit of the City. These inspections and tests do not constitute acceptance of the materials or Work tested or inspected, and the City may reject or accept any Work or materials at any time prior to the inspections pursuant to G.C. 2002, whether or not previous inspections or tests were conducted by the inspector or a City representative.
2. The Building Inspection Division will perform building code compliance inspections for structures designed for human occupancy. It is the General Contractor's responsibility to schedule and obtain these inspections. If a code compliance inspection results in identification of a condition which will be at variance to the Contract Documents, the General Contractor shall immediately notify the Project Manager and confirm such notification with formal correspondence no later than forty-eight (48) hours after the occurrence.

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

SC-19 AUTHORITY OF INSPECTORS

General Condition 1702, AUTHORITY OF INSPECTORS, is hereby deleted in its entirety and replaced by the following:

Inspectors assigned to the Work by the Project Manager are authorized to reject any Work, any materials, or any component of the Work which is not as required or specified in the Contract Documents. Such rejection will be confirmed by the Project Manager in writing to the Contractor. Inspections may extend to all or any part of the Work and to the preparation, fabrication or manufacture of the materials to be used. The inspector is not authorized to alter or waive the provisions of the Contract Documents, nor is the inspector authorized to issue instructions contrary to the provisions of the Contract Documents or to act as foreman for the Contractor.

SC-20 TERMINATION OF CONTRACT FOR CONVENIENCE OF THE CITY

General Condition 2202, TERMINATION OF CONTRACT FOR CONVENIENCE OF THE CITY, is hereby deleted in its entirety and replaced by the following:

1. The performance of Work under the Contract may be terminated without cause by the City in whole or in part whenever the Manager, in his sole discretion, shall determine that such termination is in the best interest and convenience of the City or whenever the City is prohibited from completing the Work for any reason. Such termination shall be effected by giving not less than three (3) Days' written notice to the Contractor specifying the extent to which performance of the Work is terminated and the date upon which such termination becomes effective.
2. Upon receipt of such notice of termination, the Contractor shall:
 - A. Stop work as specified in the notice;
 - B. Terminate all orders and subcontracts except as necessary to complete Work which is not terminated;
 - C. If directed in writing by the Manager to do so, assign all right, title, and interest in subcontracts and materials in progress, in which case the City will have the right, in its discretion, to settle or pay any or all Claims arising out of the termination of such subcontracts;
 - D. Settle outstanding liabilities and claims with the approval of the Manager;
 - E. Complete performance of such part of the Work as has not been terminated; and

- F. Take such other actions as may be necessary, or as may be directed by the City, for the protection and preservation of the property related to the Contract.
- 3. Except as provided herein, any inventory resulting from the termination of the Contract may, with written approval of the Manager, be sold or acquired by the Contractor under the conditions prescribed by and at prices approved by the City.
- 4. Upon receipt of notice of such termination, the Contractor shall submit to the Project Manager a request for final payment, in a form and with certification prescribed by the City. Such request shall be submitted promptly but in no event later than sixty (60) Days from the effective date of termination, unless extended in writing by the Project Manager upon the written request of the Contractor within such sixty (60) Day period.
- 5. The final payment to the Contractor after a termination for convenience shall be calculated by adding the following amounts:
 - (1) Any actual costs incurred by the Contractor since the last approved pay request that are reimbursable as a Cost of the Work plus the proportionate Fee on such costs;
 - (2) The actual costs incurred by the Contractor for terminating the Work and for protecting the Work in the manner, if any, directed by the City, plus the proportionate Fee on such costs; and
 - (3) The amount of retainage withheld by the City to date.
- 6. The acceptance of final payment as calculated above shall constitute a waiver of all Claims by the Contractor except those previously made in accordance with G.C. 1301 which have been separately identified by the Contractor as unsettled in the final Project Application for Payment.
- 7. The Manager may, from time to time, under such terms and conditions as the Manager may prescribe, authorize partial payments and payments against costs incurred by the Contractor for the terminated portion of the Contract, if it is estimated that the total of such payments will not exceed the amount to which the Contractor will be entitled. If the total of such payments is in excess of the amount to which the Contractor is entitled, the excess shall be payable by the Contractor to the City upon demand, together with interest computed pursuant to statute, for the period from the date the excess payment is received by the Contractor to the date the excess is repaid to the City.
- 8. The settlement for the Work performed shall not relieve the Contractor or its surety from responsibility for defective Work and/or materials on the completed portion of the Work nor for labor and materials or any other items as guaranteed by the surety bond or bonds.
- 9. The City shall be given full access to all books, correspondence, records, electronic files and data bases, and other materials of the Contractor relating to the Contract in order to determine the amounts to be paid on account of the termination of the

Contract under this G.C. 2202. The Contractor shall, as requested by the City, furnish clear copies of any such materials.

10. In the event the parties fail to agree in whole or in part on the amount or amounts to be paid to the Contractor in connection with the termination of work pursuant to this G.C. 2202, the Contractor may appeal the Project Manager's determination as to the amount owed in accordance with Title 13, except that, if the Contractor has failed to submit its request for payment within the time provided above and has failed to request an extension of such time, it shall have no such right of appeal.

SC-21 SUBCONTRACTS

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

SC-22 RESERVED

SC-23 DISPOSAL OF NON-HAZARDOUS WASTE AT DADS

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

SC-24 PROHIBITION ON USE OF CCA-TREATED WOOD PRODUCTS

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

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

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

SC-26 DEBARRED SUBCONTRACTORS PROHIBITED

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

SC-27 ATTORNEY'S FEES

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

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

SC-28 INSURANCE

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

1. **Insurance.** General Condition 1601 is hereby deleted in its entirety and replaced with the following: The City intends to utilize a Rolling Owner Controlled Insurance Program (“**ROCIP**”) for this Project. The proposed requirements for this program are attached as **Exhibit S**. Contractor shall strictly comply and insure that its subcontractors comply with the requirements of the ROCIP program as finalized. The final ROCIP requirements are hereby incorporated by reference into this Agreement. Contractor will contact the City's Risk Management Office (“**Risk**”) before finalizing each task and work order to determine if any additional coverage at the task/work order level will be required. Contractor will provide documentation requested by Risk, including the scope of work, location where work will be performed and known projects risks so that Risk can determine what additional insurance coverages, if any, will be required for that work order. Additional coverages may include, but are not limited to, Builder's Risk or Installation Floater, Flood, Contractors Pollution Liability, Professional Liability, and/or Railroad Protective Liability Insurance. Contractor will obtain, or require that its subcontractors obtain, additional Work Order specific coverage required by Risk. Contractor will provide the City with a certificate of insurance, preferably an ACORD certificate, confirming that the required coverage, at the required limits, is in place before starting work. Certificate(s) of insurance for any additional coverage will be attached to each task/work order. Any coverage that Contractor or its subcontractors are required to purchase and any additional insurance required on a task/work order basis shall comply with the following requirements:

A. **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.

B. 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 S**, 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.

C. Additional Insureds. For Commercial General Liability, Auto and Additional Coverage at Work Order Level Contractor and subcontractor's insurer(s) shall include the City and County of Denver and its elected and appointed officials, employees and volunteers as an additional insured.

D. Subcontractors and Subconsultants. All subcontractors and subconsultants (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. 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 and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

E. Additional Provisions.

- i. For Commercial General Liability, the policies must provide the following:

- a. That this Agreement is an Insured Contract under the policy;
 - b. Defense costs are outside the limits of liability;
 - c. A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
 - d. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- ii. For claims-made coverage:
 - a. 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.
 - iii. Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

SC-29 WARRANTIES

General Condition 1801, CONTRACTOR'S WARRANTIES, GUARANTEES AND CORRECTION OF WORK is hereby modified as follows:

.7 All Subcontractors', manufacturers', and Suppliers' warranties and guarantees, express or implied, for any part of the Work and any materials used therein shall be obtained and enforced by the Contractor for the benefit of the City whether or not these warranties and guarantees have been assigned or otherwise transferred to the City. The Contractor shall assign or transfer such warranties and guarantees to the City if the City requests the Contractor to do so, but such transfer shall not affect the Contractor's obligation to enforce such warranties and guarantees. The City may, in its sole discretion, assign all its rights under all warranties to the entity that will operate and maintain the Work at no additional cost.”

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

Gerald H. Phipps, Inc.
NWC – Maintenance and Operations Facility
PWADM-201846352

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

**Gerald H. Phipps, Inc.
NWC – Maintenance and Operations Facility
PWADM-201846352**

SECTION 1: INTRODUCTION

- A. [Gerald H. Phipps, Inc.] (the “Contractor”) submits this Compliance Plan to the Director of the Division of Small Business Opportunity (“Director”), as required by the Manager of Public Works, in accordance with §§ 28-51 to 28-83, D.R.M.C., and the implementing rules adopted by the Director (“Rules”).
- B. Under the City’s Ordinance No. 85, Series of 2014 (the “M/WBE Ordinance”), codified at §§ 28-51 to 28-83, D.R.M.C., the M/WBE participation goal for this contract is [28%] for construction. The good faith solicitation level is 100%
- C. The Contractor is committed to compliance with the M/WBE Ordinance in its performance of the Contract. The Contractor will continually pursue a level of M/WBE participation that equals or exceeds [28%] of the total construction price under the Contract.
- D. Because of the delivery method used for this Project, the work was not ready for subcontracting at the time when the Contractor was awarded the Contract. Therefore, this Compliance Plan provides for the M/WBE solicitation and subcontracting to be performed after contract formation. The process by which the Contractor will solicit, obtain, count and maintain participation by MBE and WBE firms for this Project under this Compliance Plan, will be same as the M/WBE Ordinance requires for “design-bid-build” construction contracts.
- E. This Compliance Plan describes how the Contractor will address the project goal at the point where the project work is sufficiently defined that the process of obtaining subcontractors and suppliers can begin, by committing to utilize MBE/WBEs for the Project work, using the good faith efforts as defined by the M/WBE Ordinance.
- F. The delivery method for this project under the Contract is [CM/GC].
- G. The Contractor [will not] deliver the construction work in phases. [If the work will be delivered in phases, Section 3 below describes the Contractor’s plan to meet the project goal as it relates to such phases.]

SECTION 2: KEY PERSONNEL

Jason Horsford, 720-799-1078, Jason.Horsford@ghphipps.com, has been assigned as the Sr. Project Manager for this Contract. The Sr. Project Manager is responsible for the overall management of the Contractor's performance of the Project.

Maurice "Moe" Cole, 719-667-8524, moe.cole@ghphipps.com, is the Small Business Liaison, who reports to the Project Manager and is responsible for compliance with this Compliance Plan, outreach and coordination activities, and maintaining appropriate records to ensure that goals are met.

Lyssa.franckowiak, 303-389-3751, Lyssa.Franckowiak@ghphipps.com, is the Project Coordinator, who will administer subcontracts and ensure that all documentation required by DSBO is prepared and maintained. Lyssa will coordinate the collection of DSBO documentation and monthly payroll reports from all subcontractors and suppliers, including but not limited to M/WBEs.

SECTION 3: STRUCTURING BID PACKAGES FOR M/WBE PARTICIPATION

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

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

GOALS SCHEDULE CHART

AVAILABLE SUB-TRADE	APPROXIMATE DOLLAR AMOUNT	PERCENTAGE OF TOTAL PROJECT	ASSIGNED MWBE GOAL PER SECTION	ANTICIPATED RESULTING MWBE PARTICIPATION
Selective Demolition	\$ 75,000	1.70%	50%	\$ 37,500
Building Concrete Work	\$ 100,000	2.27%	50%	\$ 50,000
Masonry	\$ 45,000	1.02%	75%	\$ 33,750
Structural Steel	\$ 50,000	1.14%	0%	\$ -
Rough Carpentry	\$ 35,000	0.80%	0%	\$ -
Roofing & Sheet Metal	\$ 1,050,000	23.86%	40%	\$ 420,000
Joint Sealants	\$ 9,500	0.22%	0%	\$ -
Doors/Frames/Hardware	\$ 20,000	0.45%	0%	\$ -
Exterior Glazing Systems	\$ 20,500	0.47%	0%	\$ -
Overhead Doors	\$ 15,000	0.34%	0%	\$ -
Skylights	\$ 10,000	0.23%	0%	\$ -
Drywall	\$ 46,000	1.05%	75%	\$ 34,500
Tile	\$ 21,000	0.48%	75%	\$ 15,750
Painting	\$ 66,000	1.50%	75%	\$ 49,500
Toilet Partitions and Accessories	\$ 6,500	0.15%	0%	\$ -
Fire Extinguishers & Cabinets	\$ 5,500	0.13%	0%	\$ -
Interior Building Signage	\$ 6,000	0.14%	0%	\$ -
Residential Appliances	\$ 3,000	0.07%	0%	\$ -
Floor Mats and Frames	\$ 2,500	0.06%	0%	\$ -
Fire Protection	\$ 55,000	1.25%	60%	\$ 33,000
Mechanical	\$ 490,000	11.14%	40%	\$ 196,000
Electrical	\$ 600,000	13.64%	30%	\$ 180,000
Surveying	\$ 25,000	0.57%	0%	\$ -
Earthwork	\$ 275,000	6.25%	25%	\$ 68,750
Storm Water Management	\$ 50,000	1.14%	0%	\$ -
Utility Services	\$ 165,000	3.75%	50%	\$ 82,500
Asphalt Pavement	\$ 75,000	1.70%	0%	\$ -
Parking Lot & Interior Building Striping	\$ 10,000	0.23%	0%	\$ -
Unit Pavers	\$ 20,000	0.45%	0%	\$ -
Interior and Exterior Fences and Gates	\$ 45,000	1.02%	0%	\$ -
Landscaping	\$ 215,000	4.89%	30%	\$ 64,500
Site Furnishings	\$ 2,500	0.06%	0%	\$ -
General Conditions	\$ 387,500	8.81%	0%	\$ -
Permits & Fees	\$ 4,500	0.10%	0%	\$ -
Insurances & Bond	\$ 35,500	0.81%	0%	\$ -
Contingencies & Escalation	\$ 172,000	3.91%	0%	\$ -
Construction / Preconstruction Fee	\$ 186,500	4.24%	0%	\$ -

Total Construction Costs	\$	4,400,000	100%	\$	1,265,750
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B. These packages will be reviewed and refined as the work for the Contract is further defined and ready for the process of subcontracting. Specifically, prior to advertising any package of work for bids or proposals, the Contractor will review the work in detail, to determine the types of work that can be performed by M/WBE firms, with reference to the DSBO's database and directory of certified M/WBE firms and will adjust its subcontracting packages to maximize opportunities for M/WBE participation in such subcontracting, within economically feasible packages.

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

There will be 1 bid package for the entire project. These are the dates:

- *Invitation to Bid – June 24, 2019*
- *Subcontractor Bids Due – July 31, 2019*
- *Bid Tabulations – approximately 2 weeks following July 31, 2019]*
- *Submit GMP – approximately August 7, 2019]*

D. It is unlikely that we will be able to get any subcontractor bids for some miscellaneous scopes of work. Specifically: erosion control maintenance and backing/blocking. It would be our intent to self-perform these scopes of work to provide a complete GMP.

E. It is likely we will request pre-qualification information from whom we do not have current pre-qualification and financial statements from, but this requirement will also be dependent on the scope and value of the work the subcontract is bidding on. We would request company specific information to be filled out and returned on our standard form, as well as current financial information to be sent directly to our Controller for their review.

F. The Contractor may pursue different percentage goals for M/WBE participation in each separate package of work put out for bids, based on the types of work and availability of certified M/WBE firms. However, the Contractor is committed to the overall goal of 28% M/WBE participation in the total construction work amount.

G. The Contractor may consider, in order to maximize M/WBE participation, subcontracting the following types of work which it might ordinarily self-perform: Erosion Control Maintenance, Demolition, Concrete Formwork and Flatwork, Installation of Doors, Frames & Hardware, Rough Carpentry.

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

The Contractor will conduct the following outreach efforts:

- A. Contractor will use the City's M/WBE directory and encourage all non-M/WBE subcontractors to use the directory when soliciting any of their own subcontractors or suppliers for the project.
- B. If during outreach efforts, Contractor locates a firm which appears to be eligible for City M/WBE certification but is not so certified, Contractor will direct the firm to DSBO and encourage the firm to pursue certification if eligible.
- C. When it has work packages ready for subcontracting, the Contractor will publish notices in The Daily Journal and other local publications and websites, identifying the subcontracting opportunities and specifically soliciting City-certified M/WBE participation. The Contractor will also provide notice of all such solicitations to relevant organizations such as, but not limited to, the Colorado Black Chamber of Commerce, Rocky Mountain Minority Supplier Development Council, Hispanic Contractors of Colorado, and the Colorado Women's Chamber of Commerce. Notices will be published or provided no less than 10 calendar days before bids are due on the work.
- D. Contractor will conduct at least one pre-bid meeting, as announced in published notices, which all interested subcontractors and suppliers may attend, at which the Contractor will present information and answer questions about the work.
- E. NA
- F. Drawings and Specifications will be posted to SmartBidNet, an online bid solicitation software, on June 24, 2019, or as soon as they are distributed by the Architect using our database of more than 5,000 subcontractors in conjunction with the Denver M/WBE list. A preliminary construction schedule, logistics plan, OCIP documentation and other NWC Campus Specific required documents will also be posted. Approximately 1 week after the drawings are posted, we will post trade specific Bid Forms, which the subcontractors are required to submit their proposals on. Subcontractor and material supplier bids will be accepted on July 31, 2019, pending Addenda or other changes.
- G. The Contractor will send to each bidder/proposer, a Notice of Selection for each subcontract for which it solicited M/WBE participation, no later than 30 days after it has entered into the subcontract, so that unsuccessful bidders/proposers are aware of the result of the bid/proposal process.

SECTION 5: M/WBE PARTICIPATION; MAINTAINING COMMITMENTS

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

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

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

SECTION 6: COMPLIANCE DOCUMENTS AND REPORTING

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

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

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

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

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

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

SECTION 7: PLAN ADMINISTRATION; MONITORING; CLOSEOUT

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

SECTION 8: NON-COMPLIANCE; SANCTIONS; REMEDIATION PLAN

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

SECTION 9: MEDIATION

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

complaints received by DSBO from M/WBE firms regarding a dispute they are experiencing with either a subcontractor or the Contractor.

IN WITNESS WHEREOF, Contractor has executed and agrees to abide by the terms of this Compliance Plan as of the 8~~26~~ day of July, 2019.

Contractor

By:

A handwritten signature in blue ink, appearing to be "Mr. [unclear]", is written over a horizontal line. The signature is stylized and cursive.

ATTACHMENT 1

EXCERPTS FROM DENVER REVISED MUNICIPAL CODE

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

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

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

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

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

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

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

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

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

Exhibit D

**PRECONSTRUCTION SERVICES AGREEMENT  
FOR  
THE NATIONAL WESTERN CENTER MAINTENANCE AND OPERATIONS FACILITY**

**THIS AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **GERALD H. PHIPPS, INC.** with an address of 5995 Greenwood Plaza Blvd., 100, Greenwood Village, Colorado 80111. (“Contractor”).

**RECITALS**

1. The **NATIONAL WESTERN CENTER MAINTENANCE AND OPERATIONS FACILITY** project consists of providing Design Phase and Construction Phase Services (CM/GC) for the National Western Center Maintenance and Operations Facility located at 5125 Race Court, Denver, Colorado 80216.
2. In order to complete the Project in a timely, efficient and cost effective manner, the City desires to engage a highly qualified and experienced contractor to expeditiously perform preconstruction services including and without limitation, scheduling, cost estimating, constructability review, value engineering, construction packaging and sequencing, subcontractor canvassing and all other preconstruction services necessary to complete a satisfactory final design and construction pricing for the Project.
3. In addition to performing preconstruction services, the Contractor will deliver to the City a Guaranteed Maximum Price proposal (“GMP Proposal”) and fixed Project completion schedule proposal (the “Performance Period” or “Schedule”) by which the Contractor will agree to perform all of the construction services and other work required to complete the Project for a guaranteed maximum price.
4. In accordance with the requirements of 20-56 of the Denver Revised Municipal Code (the “DRMC”), the City advertised a Request for Qualifications (“RFQ”) and a Request for Proposal (“RFP”) (Attached as **Exhibit A** as incorporated by reference) seeking highly qualified contractors to provide preconstruction and construction services for the Project.
5. The Contractor was selected as the first ranked proposer to perform such services for the City based on Contractor’s Proposal dated September 13, 2018, and attached hereto as **Exhibit B**.
6. The City and Contractor now wish to enter into this Agreement to provide preconstruction services. The City may, in its sole discretion, elect to enter into a CM/GC Construction Contract with Contractor at a later date.
7. The Contractor represents that it has the present capacity and is experienced and qualified to perform the required professional and related services as provided for in this Agreement.
8. The Contractor will perform all such services as an independent contractor.

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein, the parties agree as follows:

**1.0 PROJECT AND BUDGET:**

**1.1 The Project.**

**1.1.1** The “Project” includes the renovation of the Maintenance and Operations Facility at 5125 Race Court. The selected contractor will be providing preconstruction and construction services to support the renovation of this existing facility into maintenance shops, fleet maintenance bays, offices, command center, indoor and outdoor storage for equipment, fixtures, and bulk products, Cattle Tie areas during annual Stock Shows, and parking.



**1.2 Project Format.** The terms, conditions and obligations for the Contractor's performance on this Project are contained herein or in documents referenced herein or attached hereto and shall be collectively referred to as the "Agreement." In the performance of this Agreement, the Contractor acknowledges and accepts that time is critical for Project delivery. The City has elected to utilize a Construction Manager/Contractor ("CM/GC") Project delivery method. The Contractor is familiar with this approach and understands that the CM/GC method is a specialized and rigorous delivery approach requiring maximum cooperation between all parties. As a consequence of the delivery approach, the Contractor acknowledges and accepts the following: (1) that the complete services to be rendered by the Contractor, the organizational and process inter-relationships governing construction and the cost, schedule and sequencing of construction may not yet have fully been defined; (2) that portions of the Project could have their design completed as separate packages and under construction before other portions of the Project are fully designed; and (3) that the Contractor's continuing performance on this Project is contingent upon the Contractor formulating, as the Project design progresses, and submitting an acceptable GMP (or multiple GMP packages) and Performance Period proposal (the "GMP Proposal") for the complete construction of the Project.

**1.3 Budget.** The Contractor acknowledges that there are limited funds available to design and construct the Project. The City's construction budget for this Project is: **FIFTEEN THOUSAND DOLLARS (\$15,000.00)** (the "Project Budget") and is subject to increase or decrease at the sole discretion of the Executive Director of the National Western Center Office ("NWCO"), prior to establishing a GMP for the Construction Services Phase of the Project.

## **2.0 ENGAGEMENT AND COORDINATION:**

**2.1 Engagement.** The City engages the Contractor with respect to the furnishing of preconstruction services in connection with the design and construction of the Project and the Contractor accepts such engagement upon, subject to and in accordance with the terms, conditions and provisions of this Agreement.

**2.2 Executive Director of NWCO.** The City's Executive Director of the Mayor's Office of the National Western Center ("Director") is the City's representative responsible for authorizing and approving the work performed under this Agreement. The Director in her sole discretion may designate one or more representatives to act as Project Manager, to issue written Notice to Proceed and to administer, coordinate and approve the work performed by the Design Consultant under this Agreement. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of work performed by the Design Consultant, 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 Consultant.

**2.3 Relationship.** The Contractor accepts the relationship of trust and confidence established between the Contractor and the City by this Agreement and shall furnish its best skill and judgment and cooperate with the Executive Director and the designees, including the City Engineer and the Project Manager, representatives of the Mayor's Office, User Agency and the other City consultants and contractors in furthering the interests of the City throughout the duration of this Agreement.

**2.4 Design Consultant.** The City has a separate agreement with the Design Consultant Team to design the Project and to provide limited design support during the construction. Both the Contractor and the Design Consultants shall be given direction by the City, or the City's designated and authorized representatives. The relationship between the Contractor and the Design Consultant is intended to be cooperative and proactive, both participating on the same team with the City.

**2.5 Construction Team.** The Contractor, the City and the Design Consultant Team (the "Construction Team") shall cooperate and coordinate to complete the design and provide preconstruction services. The Contractor shall provide leadership to the Construction Team on matters relating to construction.

## **2.6 Coordination and Cooperation.**

**2.6.1** The Contractor agrees to cooperate and coordinate fully with the City and the Designer in the design aspects of the Project to keep within the City monetary and time limitations.

**2.6.2** With the exception of those notices that must be directed to the Manager, all written communication by the Contractor to or with the City shall be forwarded through the Project Manager. In addition, all communication from the City to or with the Contractor shall be forwarded through the Project Manager. All written communication between the Contractor and the Design Consultant, other City representatives, the User Agency, City consultants or any governmental entity or third party will require that copies or notice thereof will be provided by the Contractor to the Project Manager.

**2.6.3** The Contractor shall, as a continuing work item under this Agreement, facilitate communications regarding its performance hereunder between the NWCO, the Project Manager, the User Agency, other City consultants and any affiliated entities. In addition, the Contractor shall conduct and coordinate its efforts under this Agreement with all involved entities including the NWCO, the User Agency, other City representatives, other involved City agencies and any involved government and regulatory entities. The Contractor shall document all Contractor conducted meetings and work sessions and distribute minutes or notes of such meetings to the Project Manager, in a format approved by the Project Manager.

## **3.0 REPRESENTATIONS: The Contractor represents and covenants to the City that:**

**3.1** The Contractor's members shall include adequate personnel qualified and experienced in the construction of facilities similar to the Project in time constraints, complexity and cost.

**3.2** The Contractor will thoroughly review and will become fully familiar with the Project scope, requirements and constraints including: (1) the goals and objectives of the Project; (2) User Agency needs and requirements; (3) the Design Consultants' work effort to date, agreement and any referenced documents; (4) the schematic design drawings and specifications and any associated information or materials; (5) the Project site (the "Site"), local conditions and all related limitations and constraints; and (6) its budget assumptions and scheduling constraints, as follows:

The Contractor accepts the same and affirmatively states that the Project, as expressed by the Project scope, requirements, and constraints at the time of execution of this Agreement, is a reasonable and constructible conceptual Project, incorporating a reasonable and workable delivery approach and schedule. Further the Contractor will promptly notify the City in the event the Project, as developed during the Preconstruction portion of the project, is not reasonable or constructible, given the schedule, budget, and other Project requirements.

**3.3** The Contractor agrees that all of the services and work performed by the Contractor under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to the services described in this Agreement.

## **4.0 PERSONNEL:**

**4.1** Those persons listed in **Exhibit D** are the principals and employees of the Contractor (the "Key People") and the City desires that they be and remain assigned to the Project.

**4.2** It is the intent of the parties hereto that all Key People be engaged to perform their specialty for all such services required by this Agreement, and that the Contractor's and any subcontractor Key People be retained for the duration of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.

**4.3** If any of the Key People become unavailable for reasons beyond the control of the Contractor, then the Contractor, subject to the Manager's approval, shall promptly appoint a replacement. The Contractor shall provide the Project Manager with complete information on each replacement, including a current resume, and shall have the opportunity to interview any such replacement.

**4.4** If during the term of this Agreement, the Manager determines that the performance of approved Key People for the Contractor or a subcontractor is not acceptable, the Project Manager shall notify the Contractor and give the Contractor a reasonable period of time to correct such performance. Thereafter, the Manager may require the Contractor to reassign or replace such Key People. If the Manager notifies the Contractor that certain of its Key People or those of a subcontractor should be replaced, the Contractor will use its best efforts to replace and require its subcontractor to replace them within ten (10) days from the date of the Manager's notice.

**4.5** Neither the Contractor nor any subcontractor shall have interests which are in conflict with interests of the City, including connection with or to the sale or promotion of equipment or material which may be used on the Project, and the Contractor shall make written inquiry of all of its subcontractors concerning the existence of or potential for such conflict. In unusual circumstances, and at the City's sole discretion, the City may grant a written waiver for the particular consultant or subcontractor.

**5.0 BASIC SERVICES:** The Contractor's Basic Services performed under this Agreement shall include all services and work effort required: (1) to assist in providing a complete and constructible "Project Design;" (2) to advise the Design Consultants in providing a Project design which, if constructed in accordance with the design, will satisfy all Project objectives, requirements and constraints set forth herein; and (3) assist the Design Consultant in maintaining the Budget. Such required services and work effort will include, without limitation, cost estimating, bid schedule refinement and project schedule verification constructability review, value engineering and development of deductive and additive alternates, scheduling, construction sequencing and bid packaging, bidding and subcontracting. Contractor's Basic Services under this agreement includes all services and work set forth in **Exhibits E, Basic Services**. All of the duties, obligations, services and work specified in the terms, provisions and conditions of this Agreement as well as all other Preconstruction services normally and customarily performed by a Construction Manager on a Project of this size and nature shall comprise the Contractor's "Basic Preconstruction Services."

**6.0 COMPENSATION:** In accordance with the terms and conditions of this Agreement, the City agrees to pay and the Contractor agrees to accept, as full and complete compensation for all services required by this Agreement to complete the Basic Services, the following compensation:

**6.1 Basic Services.**

The Contractor's Basic Services shall consist of all preconstruction and related work and services set forth in Article 5 and **Exhibits B and E (Proposal and Basic Services)**. The Contractor shall be compensated for all such services performed on a lump sum basis. The maximum amount payable for all Basic Services shall be the lump sum amount of **FIFTEEN THOUSAND DOLLARS (\$15,000.00)**. Compensation shall be paid to the Contractor monthly, based upon pay applications and progress reports accepted and approved by the Project Manager. Upon successful completion of Pre-Construction Services, the City may in its sole discretion elect to execute a CM/GC Construction Contract with Contractor.

**6.2 Reimbursable Expenses.** All expenses shall be included in the basic services fee and will not be separately reimbursed hereunder.

**6.3 Maximum Contract Amount.** The "Maximum Contract Amount" to be paid by the City to the Contractor under this Agreement shall not exceed the sum of **FIFTEEN THOUSAND DOLLARS (\$15,000.00)**.

**6.4 Funding.** It is expressly understood and agreed by the Contractor that the Contractor is undertaking this performance for a "not to exceed", maximum fee for the Project. It is further understood and

agreed by the Contractor that the total obligation of the City for all or any part of its payment obligations hereunder, whether direct or contingent, shall in no event extend beyond payment of the lesser of the amounts duly and lawfully encumbered for the purposes of the Agreement or the Maximum Contract Amount set forth above. The City has, as of the date first set forth above, duly and lawfully encumbered the sum of **FIFTEEN THOUSAND DOLLARS (\$15,000.00)** for the purposes of this Agreement. With respect to all such performance and funding, the Contractor understands and agrees that the provision of any services which would cause the total amount payable to Contractor to exceed the amount of previously encumbered funds, is strictly prohibited. In the event the continuation of services by the Contractor would cause the amount payable to Contractor to exceed the amount payable under Sections 6.1 and 6.2, the Contractor agrees to give the Project Manager at least four (4) weeks' written notice of the exhaustion of available funds. In the event additional funds are not made available within such four (4) week period, the Contractor agrees to stop providing services until such time as additional funds are made available and encumbered for the purposes of this Agreement. It shall be the responsibility of the Contractor to verify that the amounts already encumbered are sufficient to cover the entire cost of such work. Work or services performed in excess of the amount encumbered or outside the scope of authorized work or services is undertaken or performed in violation of the terms of this Agreement and, as such, at the Contractor's own risk and sole cost and expense. Funding for the Project has been budgeted over several years, and the City reserves the right to suspend work and the Contractor will not be compensated monetarily for the time delay.

**6.5 Payment of Invoices.** The Contractor shall prepare and submit to the Project Manager project reports and monthly invoices of all amounts due the Contractor for the preceding period with time records (payment will be made based upon percentage complete) under the provisions of this Article. The Manager or appointed designee will review and either approve or disapprove in whole or in part each properly completed invoice prior to submission for payment by the City. The Manager or appointed designee shall promptly notify the Contractor, in writing, of the basis for any partial or complete disapproval and return any submitted documentation, as required. No charges shall be incurred under this Agreement and no payments shall come due to the Contractor until such time as the City has confirmed to its satisfaction that the work and services have been performed in accordance with the terms and conditions of this Agreement.

**6.6 Withholdings and Final Payment.** The City may withhold, in its sole discretion, payment to the Contractor of any sum or a portion of any sum invoiced for failure or refusal of the Contractor to reasonably satisfy or comply with any material obligation, term, condition or requirement of this Agreement and may deduct, such other amounts as provided for elsewhere in this Agreement. Prior to withholding, however, the City shall provide the Contractor with five (5) days notice of any such failure or refusal and an opportunity to commence to cure that will not exceed such five (5) day period. All sums withheld pursuant to this paragraph shall be released only upon a showing, satisfactory to the Manager, that the failure or refusal resulting in the withholding has been removed, resolved, or cured by the Contractor.

## **7.0 TERM AND TERMINATION:**

**7.1 Term.** The Term of this Agreement shall commence on **DECEMBER 31, 2018**, and expire on **JANUARY 1, 2020**, unless sooner terminated as provided in this Agreement.

**7.2 Termination for Default for Nonperformance.** Failure or refusal of the Contractor to perform any material obligation under this Agreement shall constitute default. In the event of any default, in addition to any other remedy available to the City, after providing ten (10) days' prior written notice of and opportunity to cure such default, this Agreement may be terminated by the City if such default is not cured to the satisfaction of the City. No new performance under the Agreement will be undertaken after the date of receipt of any notice of termination (the effective date of termination). In the event of such termination, the Contractor will be paid for those services satisfactorily performed in accordance with the requirements of this Agreement up to the effective date of termination. Such termination shall not waive any other legal remedies available to the City.

**7.3 Termination for Default for Bankruptcy.** In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors then, at the option of the other party, this Agreement shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

**7.4 Termination for Default for Criminal Conduct.** The City may, by written Notice of Default to the Contractor, terminate the whole or any part of this Agreement in the event the Contractor or any of its officers are convicted, plead nolo contendere, or enter into a formal agreement for deferred prosecution or sentencing, in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion, violation of the Racketeer Influenced and Corrupt Organizations Act (R.I.C.O.) or substantially similar state statute or any offense of a similar nature, in connection with the Contractor's business.

**7.5 Termination for Convenience of City.** The City may terminate this Agreement for the City's convenience and without cause at any time by giving the Contractor ten (10) days' written notice of such termination. In the event of such termination, the Contractor shall cease performance under this Agreement upon receipt of such written notice of termination and the Contractor will be paid only for its costs incurred in accordance with the provisions of this Agreement, up to the date of termination specified in the notice of termination.

**7.6 Recovery of Termination Costs Strictly Precluded.** Except for reasonable, actual termination costs, the City shall not be liable for any costs incurred by the Contractor after the effective date of termination. Such non-recoverable costs shall include, but are not limited to anticipated profits, post-termination employee salaries, post-termination administrative expenses, or any other damages, costs or expenses which are not authorized under this Article. Following such termination, the Contractor will submit a final invoice to the City for the amount which represents the compensation actually due and owing for the Contractor performance prior to the effective date of termination and for which the Contractor has not previously been compensated. Upon approval and payment of this final invoice by the City, the City shall be under no further obligation to the Contractor for payment under this Agreement and all other claims shall be waived.

## **8.0 INSURANCE AND INDEMNITY:**

**8.1 Insurance.** General Condition 1601 is hereby deleted in its entirety and replaced with the following: The City intends to utilize a Rolling Owner Controlled Insurance Program ("**ROCIP**") for this Project. The proposed requirements for this program are attached as **Exhibit G**. Contractor shall strictly comply and insure that its subcontractors comply with the requirements of the ROCIP program as finalized. The final ROCIP requirements are hereby incorporated by reference into this Agreement. Contractor will contact the City's Risk Management Office ("**Risk**") before finalizing each task and work order to determine if any additional coverage at the task/work order level will be required. Contractor will provide documentation requested by Risk, including the scope of work, location where work will be performed and known projects risks so that Risk can determine what additional insurance coverages, if any, will be required for that work order. Additional coverages may include, but are not limited to, Builder's Risk or Installation Floater, Flood, Contractors Pollution Liability, Professional Liability, and/or Railroad Protective Liability Insurance. Contractor will obtain, or require that its subcontractors obtain, additional Work Order specific coverage required by Risk. Contractor will provide the City with a certificate of insurance, preferably an ACORD certificate, confirming that the required coverage, at the required limits, is in place before starting work. Certificate(s) of insurance for any additional coverage will be attached to each task/work order. Any coverage that Contractor or its subcontractors are required to purchase and any additional insurance required on a task/work order basis shall comply with the following requirements:

**8.1.1 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.

**8.1.2 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 F**, 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.

**8.1.3 Additional Insureds.** For Commercial General Liability, Auto and Additional Coverage at Work Order Level Contractor and subcontractor's insurer(s) shall include the City and County of Denver and its elected and appointed officials, employees and volunteers as an additional insured.

**8.1.4 Subcontractors and Subconsultants.** All subcontractors and subconsultants (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. 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 and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

**8.1.5 Additional Provisions.**

**8.1.5.1** For Commercial General Liability, the policies must provide the following:

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

**8.1.5.2** For claims-made coverage:

- a. 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.

**8.1.5.3** 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.

## **8.2 Indemnification:**

**8.2.1** To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are due to the negligence or fault of the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

**8.2.2** Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Contractor is not named as a Defendant.

**8.2.3** Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

**8.2.4** Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

**8.2.5** This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

**9.0 STANDARD OF CARE:** The Contractor agrees that all of the work performed and services rendered by the Contractor and its subconsultants under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work or render services of a similar nature to the work or services described in this Agreement.

## **10.0 COMPLIANCE WITH LAWS AND REGULATIONS:**

**10.1 Laws and Regulations.** The Contractor shall be responsible for the compliance of all activities undertaken by it pursuant to this Agreement with all applicable laws and regulations, including without limitation the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq. In the performance of its services, the Contractor shall assist the Design Consultant(s) as may be necessary to fully comply with such laws and regulations or receive governmental approvals for the Project. The Contractor further agrees to perform all services for the Project in strict compliance with all applicable laws, statutes, codes, ordinances, rules and regulations, and industry standards in effect at the time of the execution of this Agreement until all services called for under this Agreement have been completed and accepted by the City. Notwithstanding the foregoing, the City agrees that it is not the Contractor's responsibility to assure that the drawings and specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations.

**10.2 Governmental Authorities.** The Contractor shall perform all of its duties, obligations and services, hereunder in a manner that complies with the City's directions to the Contractor and/or the City's

obligations under law to consult with, solicit advice from and involve in the City's decision-making process, all applicable governmental or quasi-governmental authorities having jurisdiction over the Project and the surrounding area, including, but not limited to, the State of Colorado and any agency or department thereof, and the City and County of Denver, and any agency or department thereof.

**10.3 No Discrimination In Employment.** In connection with the performance of its work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder

**10.4 Licensing Requirements.** The Contractor shall comply, at its own expense, with all laws and regulations, including, but not limited to, licensing requirements pertaining to its professional status and that of its employees, partners, associates, consultants under subcontract and others employed to render the services called for by this Agreement.

**10.5 Certification under § 8-17.5-102, C.R.S.**

**10.5.1** This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

**10.5.2** The Contractor certifies that:

**10.5.2.1** At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

**10.5.2.2** It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

**10.5.3** The Contractor also agrees and represents that:

**10.5.3.1** It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

**10.5.3.2** It shall not enter into a contract with a subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

**10.5.3.3** It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.

**10.5.3.4** It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

**10.5.3.5** If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides

information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

**10.5.3.6** It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

## **11.0 OWNERSHIP OF DOCUMENTS; CONFIDENTIAL INFORMATION:**

**11.1 Ownership of Documents.** The data used in compiling, and the results of, any tests, surveys or inspections at the Site, as well as all photographs, drawings, specifications, studies, audits, reports, models and other items of like kind prepared by the Contractor, its employees and consultants, excluding proprietary systems such as estimating programs, shall be the property of the City whether the Project for which they are made is executed or not, but the Contractor shall be permitted to retain reproducible copies of all of the foregoing documents for the information and reference, and the originals of all of the foregoing documents including all electronic format copies shall be delivered to the City promptly upon completion thereof. All work products prepared by the Contractor under this Agreement, when delivered to and accepted by the Manager, shall become the property of the City and the City shall have unlimited ownership rights. Further, the Contractor agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services and work performed hereunder. With respect thereto, the Contractor agrees to and does hereby grant to the City an exclusive royalty-free license to all data which the Contractor may cover by copyright.

**11.2 City Information.** The Contractor understands and agrees that, in performance of this Agreement, the Contractor may have access to private or confidential information which 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 Agreement. The Contractor shall exercise the same standard of care to protect such information as a reasonably prudent Contractor would to protect its own proprietary data.

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

**11.4 Patent, Copyright and Trade Secret Indemnity.** Notwithstanding any other provision hereof, the Contractor shall save, defend and hold harmless the City from all loss, damage, or liability for, or by reason of, any actual or alleged infringement of any United States Patent, Copyright, or Trade Secret disclosure arising out of the Contractor's performance under this Agreement.

**12.0 CONTRACTOR'S ACCOUNTING RECORDS:** Records of the Contractor's direct personnel, consultant and reimbursable expenses pertaining to this Project and records of accounts between the City and the Contractor shall be kept on a generally accepted accounting basis and shall be available to the representatives of the City, including the Auditor of the City, or his authorized representative within the City, at mutually convenient times for three (3) years after the final payment under this Agreement.

**13.0 SUPPLEMENTAL DOCUMENTS:** The following documents are attached hereto and/or incorporated herein and made a part of this Agreement:

**Exhibit A** - Request for Proposal (Incorporated by Reference).

**Exhibit B** - Proposal.

**Exhibit C** - Reserved.

**Exhibit D** - Key Personnel.

**Exhibit E** - Basic Services.

**Exhibit F** - ACORD Certificate of Insurance

**Exhibit G** – Insurance Requirements

**14.0 TIME IS OF THE ESSENCE:** The parties agree that in the performance of the terms, conditions and requirements of this Agreement by the Contractor, time is of the essence.

**15.0 DISPUTES:** All disputes of any nature whatsoever regarding the Agreement, including but not limited to those involving damages or time extensions for delay, equitable adjustments, or other claims for compensation by the Contractor, including but not limited to disputes going to the breach or default of this Agreement, shall be exclusively resolved by administrative hearing pursuant to the provisions of D.R.M.C. Section 56-106, or, with respect to appropriate issues involving minority and women business enterprise contracting, by D.R.M.C. Section 28-33. For the purposes of this Agreement, the Manager, with respect to Section 56-106, DRMC disputes, and the Director of the Division of Small Business Opportunity, with respect to Section 28-33, DRMC disputes, have independently determined that the City's best interests are served by designating as the hearing officer a person retained for that purpose by contract under Charter Section A2.3-10. The Contractor expressly agrees that this dispute resolution process is the only dispute resolution mechanism that will be recognized by the parties for any claims put forward by the Contractor, notwithstanding any other claimed theory of entitlement on the part of the Contractor or its subcontractors or other consultants.

**16.0 MISCELLANEOUS PROVISIONS:**

**16.1 Taxes and Licenses.** The Contractor shall promptly pay, when they are due, all taxes, excises, license fees and permit fees of whatever nature applicable to the work and services which it performs under this Agreement and shall take out and keep current all required municipal, county, state or federal licenses required to perform its services under this Agreement. The Contractor shall furnish the Manager, upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and/or registrations and taxes. The Contractor shall promptly pay all owed bills, debts and obligations it incurs performing work under this Agreement and shall not allow any lien, verified claim, mortgage, judgment or execution to be filed against land, facilities or improvements owned or beneficially owned by the City as a result of such bills, debts or obligations.

**16.2 Status of Contractor.** The status of the Contractor shall be that of an independent contractor retained on a contractual basis to perform preconstruction services for limited periods of time as described in Section 9.1.1.E(x) of the Charter of the City 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, officer or agent of the City under Chapter 18 of the Denver Revised Municipal Code or for any purpose whatsoever.

**16.3 Rights and Remedies Not Waived.** Payment by the City shall not 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, to any breach of the Agreement shall be held to be a waiver of any later or other breach.

**16.4 Subject to Local Laws, Jurisdiction, Venue.** Each and every term, provision or condition in this Agreement is subject to and shall be construed in accordance with the provisions of Colorado law, the Charter of the City and County of Denver and the ordinances, regulations, Executive Orders, and/or fiscal rules, enacted and/or promulgated pursuant thereto. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set forth herein by this reference. Venue for any action or proceeding arising out of, or relating in any way to this Agreement, or the breach thereof, shall be in the City and County of Denver, Colorado.

**16.5 Conflict of Interest.** The Contractor agrees 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 Contractor further agrees not to hire or contract for services 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.

**16.6 Waiver of C.R.S. 13-20-802 et. seq.** With respect solely to the City, the Contractor specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes (also designated C.R.S. 13-2-802 et seq.) relating to design defects in the Project under this Agreement.

**16.7 No Third Party Relationship.** Nothing Contained in this Agreement shall create a contractual relationship with, an obligation to, or a cause of action in favor of any third party as against either the City or the Contractor.

**16.8 Taxes, Charges and Penalties.** The City and County of Denver shall not be liable for the payment of taxes, late charges, or penalties of any nature.

**16.9 Use, Possession or Sale of Alcohol or Drugs.** The Contractor, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring the Contractor from City facilities or participating in City operations.

**16.10 Notices.** Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement 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:

To the Contractor:                   GERALD H. PHIPPS, INC.  
5995 Greenwood Plaza Blvd., 100  
Greenwood Village, Colorado 80111

To the City:                           Executive Director of the Mayor's Office of the  
National Western Center  
201 West Colfax, Department 205  
Denver, Colorado 80202

with a copy to:                       City Attorney's Office  
201 West Colfax Avenue, Dept. 1207  
Denver, Colorado 80202

**16.11 Survival of Certain Contract Provisions.** All terms and conditions of this Agreement, together with the exhibits and attachments hereto, which, by reasonable implication, contemplate continued performance or compliance beyond the termination of this Agreement (by expiration of the term or otherwise), shall survive such termination and shall continue to be enforceable as provided herein. Without limiting the general applicability of the foregoing, the Contractor's obligations for the provision of insurance and to indemnify the City 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.

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

**16.13 Severability.** If any provision, term, or part of this Agreement, except for the provisions of this Agreement requiring prior appropriation and limiting the total amount to be paid by the City, is held to be invalid, illegal, unenforceable, or in conflict with any law of the State of Colorado, the validity, legality, and enforceability 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 Agreement did not contain the particular part, term or provision held to be invalid.

**16.14 Construction of Terms.** The language in this Agreement shall be construed according to its customary meaning within the building industry in the Denver metropolitan area. Whenever used, the singular numbers shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders.

**16.15 Agreement as Complete Integration; Amendments.** This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion or other amendment shall have any force or effect, 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 executed by the parties and signed by the signatories to the original Agreement. This Agreement and any amendments shall be binding upon the parties, their successors and permitted assigns.

**16.16 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.

[END OF PAGE]

**Preconstruction Agreement  
Exhibits A through G  
Incorporated by Reference**



(Preconstruction Agreement Signature Pages)

**Contract Control Number:** PWADM-201846352-00

**Contractor Name:** GERALD H PHIPPS INC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of January 16, 2019.

SEAL



**CITY AND COUNTY OF DENVER**

ATTEST:

Debra Johnson  
Debra Johnson, Clerk and Recorder,  
Ex-Officio Clerk of the City and  
County of Denver

By Michael B Hancock  
Michael B Hancock, Mayor

APPROVED AS TO FORM:

Attorney for the City and County of  
Denver

By Jill Ferguson  
Jill Ferguson, Assistant City  
Attorney

REGISTERED AND COUNTERSIGNED:

By Brendan Hanlon  
Brendan Hanlon, CFO of Finance

By Timothy M. O'Brien  
Timothy M. O'Brien, Auditor



**Contract Control Number:** PWADM-201846352-00

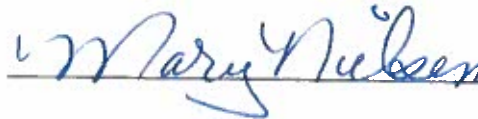
**Contractor Name:** GERALD H PHIPPS INC

By:  1-14-19

Name: Kurt T. Klanderud, President  
(please print)

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

**ATTEST: [if required]**

By: 

Name: Mary Nielsen  
(please print)

Title: Secretary  
(please print)



**CMGC**

**EXHIBIT E**

**Equal Employment Opportunity Provisions**

**RULES AND REGULATIONS  
REGARDING**

**EQUAL EMPLOYMENT OPPORTUNITY**

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

**RULE I - DEFINITIONS**

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

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

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

## **RULE III - HEARING**

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

## **REGULATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**REGULATION NO. 10 - CLAUSES:**

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

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

All amendments to the appendices shall be included by reference.

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

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

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

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

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

**APPENDIX A**

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

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

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

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

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

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



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

**APPENDIX F**

**AFFIRMATIVE ACTION REQUIREMENTS**

**EQUAL EMPLOYMENT OPPORTUNITY**

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

**NOTICE**

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

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

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

Manager of Public Works  
City and County of Denver

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

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

**1. GOALS AND TIMETABLES:**

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

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

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

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

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

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

**2. SPECIFIC AFFIRMATIVE ACTION STEPS:**

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

engaged in an Affirmative Action Program directed at increasing minority and female utilization and that such efforts were at least as extensive and as specific as the following:

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

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

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

**3. NON - DISCRIMINATION:**

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

**4. COMPLIANCE AND ENFORCEMENT:**

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

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

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

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

**C. OBLIGATIONS APPLICABLE TO CONTRACTORS:**

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

**D. GENERAL REQUIREMENTS:**

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

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

## EXHIBIT F Prevailing Wage Schedules



**Office of Human Resources**

201 W. Colfax, Department 412

Denver, CO 80202

p: 720.913.5751

f: 720.913.5720

[www.denvergov.org/humanresources](http://www.denvergov.org/humanresources)

TO: All Users of the City of Denver Prevailing Wage Schedules

FROM: Susan Keller, Human Resources Technician, Classification & Compensation

DATE: Monday, July 16, 2018

SUBJECT: Latest Change to Prevailing Wage Schedules

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

The attached Prevailing Wage Schedule is effective as of **Friday, July 13, 2018** 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. CO180030  
Superseded General Decision No. CO20170030  
Modification No. 3  
Publication Date: 07/13/2018  
(5 pages)

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

Attachments as listed above.



General Decision Number: CO180030 07/13/2018 CO30

Superseded General Decision Number: CO20170030

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: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/05/2018       |
| 1                   | 01/12/2018       |
| 2                   | 03/02/2018       |
| 3                   | 07/13/2018       |

ASBE0028-002 07/01/2017

|                                                                                                      | Rates    | Fringes |
|------------------------------------------------------------------------------------------------------|----------|---------|
| ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)..... | \$ 30.73 | 14.23   |

\* CARP0055-002 05/01/2018

|                                       | Rates    | Fringes |
|---------------------------------------|----------|---------|
| CARPENTER (Drywall Hanging Only)..... | \$ 28.45 | 10.14   |

\* CARP1607-001 06/01/2018

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| MILLWRIGHT..... | \$ 31.38 | 15.63   |

\* ELEC0068-012 06/01/2018

|                                                | Rates    | Fringes |
|------------------------------------------------|----------|---------|
| ELECTRICIAN (Includes Low Voltage Wiring)..... | \$ 35.80 | 15.45   |

ELEV0025-001 01/01/2018

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| ELEVATOR MECHANIC..... | \$ 43.66 | 32.645  |

FOOTNOTE:

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

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

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ENGI0009-017 05/01/2017

|                                  | Rates    | Fringes |
|----------------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR (Crane) |          |         |
| 141 tons and over.....           | \$ 29.82 | 10.10   |
| 50 tons and under.....           | \$ 27.75 | 10.10   |
| 51 to 90 tons.....               | \$ 27.92 | 10.10   |
| 91 to 140 tons.....              | \$ 28.55 | 10.10   |

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IRON0024-009 11/01/2017

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, ORNAMENTAL..... | \$ 27.45 | 11.99   |

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IRON0024-010 11/01/2017

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, STRUCTURAL..... | \$ 27.45 | 11.99   |

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PAIN0079-006 08/01/2017

|                                                                           | Rates    | Fringes |
|---------------------------------------------------------------------------|----------|---------|
| PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping)..... | \$ 20.50 | 8.41    |



PAIN0079-007 08/01/2017

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| DRYWALL FINISHER/TAPER..... | \$ 21.20 | 8.41    |

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PAIN0419-001 07/01/2016

|                                          | Rates    | Fringes |
|------------------------------------------|----------|---------|
| SOFT FLOOR LAYER (Vinyl and Carpet)..... | \$ 20.00 | 10.83   |

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PAIN0930-002 07/01/2017

|              | Rates    | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 31.02 | 9.37    |

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\* PLUM0003-009 06/01/2018

|                                                               | Rates    | Fringes |
|---------------------------------------------------------------|----------|---------|
| PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation)..... | \$ 35.48 | 15.94   |

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PLUM0208-008 06/01/2017

|                                                                                             | Rates    | Fringes |
|---------------------------------------------------------------------------------------------|----------|---------|
| PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation)..... | \$ 33.30 | 17.65   |

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SFCO0669-002 04/01/2017

|                                         | Rates    | Fringes |
|-----------------------------------------|----------|---------|
| SPRINKLER FITTER (Fire Sprinklers)..... | \$ 36.73 | 20.47   |

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SHEE0009-004 07/01/2017

|                                                                                                     | Rates    | Fringes |
|-----------------------------------------------------------------------------------------------------|----------|---------|
| SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation)..... | \$ 33.26 | 16.61   |

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SUCO2013-006 07/31/2015

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 21.96 | 0.00    |

|                                                                                                                    |          |      |
|--------------------------------------------------------------------------------------------------------------------|----------|------|
| CARPENTER (Acoustical Ceiling<br>Installation Only).....                                                           | \$ 22.40 | 4.85 |
| CARPENTER (Metal Stud<br>Installation Only).....                                                                   | \$ 17.68 | 0.00 |
| CARPENTER, Excludes<br>Acoustical Ceiling<br>Installation, Drywall<br>Hanging, and Metal Stud<br>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...                                                                                   | \$ 15.99 | 0.00 |
| LABORER: Mason Tender -<br>Cement/Concrete.....                                                                    | \$ 16.00 | 0.00 |
| LABORER: Pipelayer.....                                                                                            | \$ 16.96 | 3.68 |
| OPERATOR:<br>Backhoe/Excavator/Trackhoe.....                                                                       | \$ 20.78 | 5.78 |
| OPERATOR: Bobcat/Skid<br>Steer/Skid Loader.....                                                                    | \$ 19.10 | 3.89 |
| OPERATOR: Grader/Blade.....                                                                                        | \$ 21.50 | 0.00 |
| ROOFER.....                                                                                                        | \$ 16.56 | 0.00 |
| TRUCK DRIVER: Dump Truck.....                                                                                      | \$ 17.34 | 0.00 |
| WATERPROOFER.....                                                                                                  | \$ 12.71 | 0.00 |

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

**Office of Human Resources**  
**Supplemental rates**  
**(Specific to the Denver projects)**  
**Revision Date: 11-28-2016**

| <b>Classification</b>    |                                 | <b>Base</b> | <b>Fringe</b> |
|--------------------------|---------------------------------|-------------|---------------|
| Boilermaker              |                                 | \$30.97     | \$21.45       |
| Iron Worker, Reinforcing |                                 | \$18.49     | \$3.87        |
| Laborer: Concrete Saw    |                                 | \$13.89     | -             |
| Paper Hanger             |                                 | \$20.15     | \$6.91        |
| Plasterer                |                                 | \$24.60     | \$12.11       |
| Plaster Tender           |                                 | \$10.79     | -             |
| 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       |
| Tile Finisher            |                                 | \$20.87     | \$8.42        |
| Tile Setter              |                                 | \$26.83     | \$8.48        |
| Truck Driver             | Flatbed                         | \$19.14     | \$10.07       |
|                          | Semi                            | \$19.48     | \$10.11       |

Go to [www.denvergov.org/Auditor](http://www.denvergov.org/Auditor) to view the Prevailing Wage Clarification Document for a list of complete classifications used.



**Office of Human Resources**

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**TO:** All Users of the City of Denver Prevailing Wage Schedules  
**FROM:** Susan Keller, Human Resources Technician, Classification & Compensation  
**DATE:** Monday, July 16, 2018  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday, July 13, 2018** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO180012  
Superseded General Decision No. CO20170012  
Modification No. 5  
Publication Date: 07/13/2018  
(5 pages)

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

Attachments as listed above.



General Decision Number: CO180012 07/13/2018 CO12

Superseded General Decision Number: CO20170012

State: Colorado

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/05/2018       |
| 1                   | 01/12/2018       |
| 2                   | 02/02/2018       |
| 3                   | 02/09/2018       |
| 4                   | 03/02/2018       |
| 5                   | 07/13/2018       |

ASBE0028-001 07/01/2017

|                                                                                                                                                                                        | Rates    | Fringes |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| Asbestos Workers/Insulator<br>(Includes application of<br>all insulating materials,<br>protective coverings,<br>coatings and finishings to<br>all types of mechanical<br>systems)..... | \$ 30.73 | 14.23   |

\* BRCO0007-004 01/01/2018

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

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 27.98 | 10.04   |

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 \* BRCO0007-006 05/01/2018

EL PASO AND PUEBLO COUNTIES

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

-----  
 ELEC0012-004 01/01/2018

PUEBLO COUNTY

|                           | Rates    | Fringes  |
|---------------------------|----------|----------|
| ELECTRICIAN               |          |          |
| Electrical contract over  |          |          |
| \$1,000,000.....          | \$ 27.95 | 11.40+3% |
| Electrical contract under |          |          |
| \$1,000,000.....          | \$ 24.85 | 11.40+3% |

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 \* ELEC0068-001 06/01/2018

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

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 35.80 | 15.45   |

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 ELEC0111-001 09/01/2017

|                              | Rates    | Fringes         |
|------------------------------|----------|-----------------|
| Line Construction:           |          |                 |
| Groundman.....               | \$ 25.68 | 25.25%+\$5.75   |
| Line Equipment Operator..... | \$ 31.35 | 25.25% + \$5.75 |
| Lineman and Welder.....      | \$ 44.92 | 25.25%+\$5.75   |

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 \* ELEC0113-002 06/01/2018

EL PASO COUNTY

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 31.80 | 15.90   |

-----  
 ELEC0969-002 06/01/2015

MESA COUNTY

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 24.00 | 7.92    |

-----  
 ENGI0009-001 05/01/2017

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Power equipment operators: |          |         |
| Blade: Finish.....         | \$ 27.92 | 10.10   |
| Blade: Rough.....          | \$ 27.60 | 10.10   |

|                                                                                             |          |       |
|---------------------------------------------------------------------------------------------|----------|-------|
| Bulldozer.....                                                                              | \$ 27.60 | 10.10 |
| Cranes: 50 tons and under..                                                                 | \$ 27.75 | 10.10 |
| Cranes: 51 to 90 tons.....                                                                  | \$ 27.92 | 10.10 |
| Cranes: 91 to 140 tons.....                                                                 | \$ 28.55 | 10.10 |
| Cranes: 141 tons and over..                                                                 | \$ 29.82 | 10.10 |
| Forklift.....                                                                               | \$ 27.22 | 10.10 |
| Mechanic.....                                                                               | \$ 28.08 | 10.10 |
| Oiler.....                                                                                  | \$ 26.84 | 10.10 |
| Scraper: Single bowl<br>under 40 cubic yards.....                                           | \$ 27.75 | 10.10 |
| Scraper: Single bowl,<br>including pups 40 cubic<br>yards and over and tandem<br>bowls..... | \$ 27.92 | 10.10 |
| Trackhoe.....                                                                               | \$ 27.75 | 10.10 |

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IRON0024-003 11/01/2017

|                   | Rates    | Fringes |
|-------------------|----------|---------|
| Ironworkers:..... | \$ 27.45 | 27.76   |
| Structural        |          |         |

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LABO0086-001 05/01/2009

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

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

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

|              | Rates    | Fringes |
|--------------|----------|---------|
| PLUMBER..... | \$ 39.08 | 16.44   |

-----  
\* PLUM0058-002 07/01/2018

EL PASO COUNTY

|                               | Rates    | Fringes |
|-------------------------------|----------|---------|
| Plumbers and Pipefitters..... | \$ 37.25 | 14.85   |

-----  
\* PLUM0058-008 07/01/2018

PUEBLO COUNTY

|                               | Rates    | Fringes |
|-------------------------------|----------|---------|
| Plumbers and Pipefitters..... | \$ 37.25 | 14.85   |

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

MESA COUNTY

|                               | Rates    | Fringes |
|-------------------------------|----------|---------|
| Plumbers and Pipefitters..... | \$ 35.17 | 11.70   |



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PLUM0208-004 06/01/2016

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

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| PIPEFITTER..... | \$ 37.10 | 16.62   |

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SHEE0009-002 07/01/2017

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Sheet metal worker..... | \$ 33.26 | 16.61   |

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TEAM0455-002 07/01/2017

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Truck drivers:             |          |         |
| Pickup.....                | \$ 20.91 | 4.22    |
| Tandem/Semi and Water..... | \$ 21.54 | 4.22    |

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SUCO2001-006 12/20/2001

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

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

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

| <b>Classification</b>                                                         |                                  | <b>Base</b> | <b>Fringe</b> |
|-------------------------------------------------------------------------------|----------------------------------|-------------|---------------|
| Ironworker                                                                    | Ornamental                       | \$24.80     | \$10.03       |
| Laborer                                                                       | Group 1                          | \$18.18     | \$8.27        |
|                                                                               | Group 2                          | \$21.59     | \$8.61        |
| Laborer (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.



**Office of Human Resources**

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**TO:** All Users of the City of Denver Prevailing Wage Schedules  
**FROM:** Susan Keller, Human Resources Technician, Classification & Compensation  
**DATE:** Monday, July 16, 2018  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

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

The effective date for this publication is **Friday, July 13, 2018** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO180019  
Superseded General Decision No. CO20170019  
Modification No. 1  
Publication Date: 07/13/2018  
(5 pages)

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

Attachments as listed above.



General Decision Number: CO180019 07/13/2018 CO19

Superseded General Decision Number: CO20170019

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/05/2018       |
| 1                   | 07/13/2018       |

\* CARP9901-008 05/01/2018

|                                 | Rates    | Fringes |
|---------------------------------|----------|---------|
| CARPENTER (Form Work Only)..... | \$ 25.50 | 9.47    |

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 ELEC0068-016 03/01/2011

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

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:  
 Colorado Springs - Nevada & Bijou  
 Denver - Ellsworth Avenue & Broadway  
 Ft. Collins - Prospect & College  
 Grand Junction - 12th & North Avenue  
 Pueblo - I-25 & Highway 50  
 All work outside of these areas shall be paid Zone 2 rates.

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ENGI0009-008 05/01/2017

|                                                                                                                                                                                                                                     | Rates    | Fringes |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR:                                                                                                                                                                                                           |          |         |
| (3)-Hydraulic Backhoe<br>(Wheel Mounted, under 3/4<br>yds), Hydraulic Backhoe<br>(Backhoe/Loader<br>combination), Drill Rig<br>Caisson (smaller than<br>Watson 2500 and similar),<br>Loader (up to and<br>including 6 cu. yd.)..... | \$ 27.60 | 10.10   |
| (3)-Loader (under 6 cu.<br>yd.)<br>Denver County.....                                                                                                                                                                               | \$ 27.60 | 10.10   |
| (3)-Motor Grader (blade-<br>rough)<br>Douglas County.....                                                                                                                                                                           | \$ 27.60 | 10.10   |
| (4)-Crane (50 tons and<br>under), Scraper (single<br>bowl, under 40 cu. yd).....                                                                                                                                                    | \$ 27.75 | 10.10   |
| (4)-Loader (over 6 cu. yd)<br>Denver County.....                                                                                                                                                                                    | \$ 27.75 | 10.10   |
| (5)-Drill Rig Caisson<br>(Watson 2500 similar or<br>larger), Crane (51-90<br>tons), Scraper (40 cu.yd<br>and over),.....                                                                                                            | \$ 27.92 | 10.10   |
| (5)-Motor Grader (blade-<br>finish)<br>Douglas County.....                                                                                                                                                                          | \$ 27.92 | 10.10   |
| (6)-Crane (91-140 tons).....                                                                                                                                                                                                        | \$ 28.55 | 10.10   |

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

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

|                                                                                                                                                  |       |      |
|--------------------------------------------------------------------------------------------------------------------------------------------------|-------|------|
| Installation).....\$                                                                                                                             | 16.69 | 5.45 |
| IRONWORKER, STRUCTURAL<br>(Includes Link/Cyclone Fence<br>Erection, Excludes Guardrail<br>Installation).....\$                                   |       |      |
|                                                                                                                                                  | 18.22 | 6.01 |
| LABORER                                                                                                                                          |       |      |
| Asphalt Raker.....\$                                                                                                                             | 16.29 | 4.25 |
| Asphalt Shoveler.....\$                                                                                                                          | 21.21 | 4.25 |
| Asphalt Spreader.....\$                                                                                                                          | 18.58 | 4.65 |
| Common or General                                                                                                                                |       |      |
| Denver.....\$                                                                                                                                    | 16.76 | 6.77 |
| Douglas.....\$                                                                                                                                   | 16.29 | 4.25 |
| Concrete Saw (Hand Held)....\$                                                                                                                   | 16.29 | 6.14 |
| Landscape and Irrigation....\$                                                                                                                   | 12.26 | 3.16 |
| Mason Tender-<br>Cement/Concrete                                                                                                                 |       |      |
| Denver.....\$                                                                                                                                    | 16.96 | 4.04 |
| Douglas.....\$                                                                                                                                   | 16.29 | 4.25 |
| Pipelayer                                                                                                                                        |       |      |
| Denver.....\$                                                                                                                                    | 13.55 | 2.41 |
| Douglas.....\$                                                                                                                                   | 16.30 | 2.18 |
| Traffic Control (Flagger)....\$                                                                                                                  | 9.55  | 3.05 |
| Traffic Control (Sets<br>Up/Moves Barrels, Cones,<br>Install Signs, Arrow<br>Boards and Place<br>Stationary Flags) (Excludes<br>Flaggers).....\$ |       |      |
|                                                                                                                                                  | 12.43 | 3.22 |
| PAINTER (Spray Only).....\$                                                                                                                      | 16.99 | 2.87 |
| POWER EQUIPMENT OPERATOR:                                                                                                                        |       |      |
| Asphalt Laydown                                                                                                                                  |       |      |
| Denver.....\$                                                                                                                                    | 22.67 | 8.72 |
| Douglas.....\$                                                                                                                                   | 23.67 | 8.47 |
| Asphalt Paver                                                                                                                                    |       |      |
| Denver.....\$                                                                                                                                    | 24.97 | 6.13 |
| Douglas.....\$                                                                                                                                   | 25.44 | 3.50 |
| Asphalt Roller                                                                                                                                   |       |      |
| Denver.....\$                                                                                                                                    | 23.13 | 7.55 |
| Douglas.....\$                                                                                                                                   | 23.63 | 6.43 |
| Asphalt Spreader.....\$                                                                                                                          | 22.67 | 8.72 |
| Backhoe/Trackhoe                                                                                                                                 |       |      |
| Douglas.....\$                                                                                                                                   | 23.82 | 6.00 |
| Bobcat/Skid Loader.....\$                                                                                                                        | 15.37 | 4.28 |
| Boom.....\$                                                                                                                                      | 22.67 | 8.72 |
| Broom/Sweeper                                                                                                                                    |       |      |
| Denver.....\$                                                                                                                                    | 22.47 | 8.72 |
| Douglas.....\$                                                                                                                                   | 22.96 | 8.22 |
| Bulldozer.....\$                                                                                                                                 | 26.90 | 5.59 |
| Concrete Pump.....\$                                                                                                                             | 21.60 | 5.21 |
| Drill                                                                                                                                            |       |      |
| Denver.....\$                                                                                                                                    | 20.48 | 4.71 |
| Douglas.....\$                                                                                                                                   | 20.71 | 2.66 |
| Forklift.....\$                                                                                                                                  | 15.91 | 4.68 |
| Grader/Blade                                                                                                                                     |       |      |
| Denver.....\$                                                                                                                                    | 22.67 | 8.72 |
| Guardrail/Post Driver.....\$                                                                                                                     | 16.07 | 4.41 |
| Loader (Front End)                                                                                                                               |       |      |

|                                                 |          |      |
|-------------------------------------------------|----------|------|
| Douglas.....                                    | \$ 21.67 | 8.22 |
| Mechanic                                        |          |      |
| Denver.....                                     | \$ 22.89 | 8.72 |
| Douglas.....                                    | \$ 23.88 | 8.22 |
| Oiler                                           |          |      |
| Denver.....                                     | \$ 23.73 | 8.41 |
| Douglas.....                                    | \$ 24.90 | 7.67 |
| Roller/Compactor (Dirt and<br>Grade Compaction) |          |      |
| Denver.....                                     | \$ 20.30 | 5.51 |
| Douglas.....                                    | \$ 22.78 | 4.86 |
| Rotomill.....                                   | \$ 16.22 | 4.41 |
| Screed                                          |          |      |
| Denver.....                                     | \$ 22.67 | 8.38 |
| Douglas.....                                    | \$ 29.99 | 1.40 |
| Tractor.....                                    | \$ 13.13 | 2.95 |

TRAFFIC SIGNALIZATION:

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

TRUCK DRIVER

|                                             |          |      |
|---------------------------------------------|----------|------|
| Distributor                                 |          |      |
| Denver.....                                 | \$ 17.81 | 5.82 |
| Douglas.....                                | \$ 16.98 | 5.27 |
| Dump Truck                                  |          |      |
| Denver.....                                 | \$ 15.27 | 5.27 |
| Douglas.....                                | \$ 16.39 | 5.27 |
| Lowboy Truck.....                           | \$ 17.25 | 5.27 |
| Mechanic.....                               | \$ 26.48 | 3.50 |
| Multi-Purpose Specialty &<br>Hoisting Truck |          |      |
| Denver.....                                 | \$ 17.49 | 3.17 |
| Douglas.....                                | \$ 20.05 | 2.88 |
| Pickup and Pilot Car                        |          |      |
| Denver.....                                 | \$ 14.24 | 3.77 |
| Douglas.....                                | \$ 16.43 | 3.68 |
| Semi/Trailer Truck.....                     | \$ 18.39 | 4.13 |
| Truck Mounted Attenuator....                | \$ 12.43 | 3.22 |
| Water Truck                                 |          |      |
| Denver.....                                 | \$ 26.27 | 5.27 |
| Douglas.....                                | \$ 19.46 | 2.58 |

-----

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



**Office of Human Resources  
Supplemental rates  
(Specific to the Denver Projects)  
Revised 4/11/2017)**

| <b>Classification</b>                                                               |                                  | <b>Base</b> | <b>Fringe</b> |
|-------------------------------------------------------------------------------------|----------------------------------|-------------|---------------|
| Ironworker (Ornamental)                                                             |                                  | \$26.05     | \$12.00       |
| Laborer                                                                             | Removal of Asbestos              | \$21.03     | \$8.55        |
| Line Construction                                                                   | Lineman, Gas Fitter/Welder       | \$36.88     | \$9.55        |
|                                                                                     | Line Eq Operator/Line Truck Crew | \$25.74     | \$8.09        |
| Millwright                                                                          |                                  | \$28.00     | \$10.00       |
| Pipefitter                                                                          |                                  | \$30.45     | \$12.85       |
| Plumber                                                                             |                                  | \$30.19     | \$13.55       |
| Power Equipment Operator<br>(Tunnels Above and Below<br>Ground, shafts and raises): | Group 1                          | \$25.12     | \$10.81       |
|                                                                                     | Group 2                          | \$25.47     | \$10.85       |
|                                                                                     | Group 3                          | \$25.57     | \$10.86       |
|                                                                                     | Group 4                          | \$25.82     | \$10.88       |
|                                                                                     | Group 5                          | \$25.97     | \$10.90       |
|                                                                                     | Group 6                          | \$26.12     | \$10.91       |
|                                                                                     | Group 7                          | \$26.37     | \$10.94       |
| Power Equipment Operator                                                            | Group 1                          | \$22.97     | \$10.60       |
|                                                                                     | Group 2                          | \$23.32     | \$10.63       |
|                                                                                     | Group 3                          | \$23.67     | \$10.67       |
|                                                                                     | Group 4                          | \$23.82     | \$10.68       |
|                                                                                     | Group 5                          | \$23.97     | \$10.70       |
|                                                                                     | Group 6                          | \$24.12     | \$10.71       |
|                                                                                     | Group 7                          | \$24.88     | \$10.79       |
| Truck Driver                                                                        | Group 1                          | \$18.42     | \$10.00       |
|                                                                                     | Group 2                          | \$19.14     | \$10.07       |
|                                                                                     | Group 3                          | \$19.48     | \$10.11       |
|                                                                                     | Group 4                          | \$20.01     | \$10.16       |
|                                                                                     | Group 5                          | \$20.66     | \$10.23       |
|                                                                                     | Group 6                          | \$21.46     | \$10.31       |

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

EXHIBIT G

Bond: 30084682

CITY AND COUNTY OF DENVER  
DEPARTMENT OF PUBLIC WORKS

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Gerald H. Phipps, Inc  
\_\_\_\_\_  
a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_,  
hereafter referred to as the "Contractor", and Continental Casualty Company  
\_\_\_\_\_  
a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_,  
and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND  
COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", in the  
penal sum of Five Million Three Hundred Thirty Five Thousand Four Hundred Twenty Two and 00/100  
\_\_\_\_\_  
Dollars (\$ 5,335,422.00 ),  
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. 201952026 NWC MAINTENANCE AND OPERATIONS  
FACILITY**, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay  
liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance  
with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

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

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

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

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

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

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

Attest:  
Secretary

*[Handwritten Signature]*



Gerald H. Phipps, Inc  
Contractor

By: *[Handwritten Signature]*  
President

Continental Casualty Company  
Surety

By: *[Handwritten Signature]*  
Attorney-In-Fact Kristin L. Salazar

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

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

By: *[Handwritten Signature]*  
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF  
DENVER

By: *[Handwritten Signature]*  
MAYOR

By: *[Handwritten Signature]*  
EXECUTIVE DIRECTOR OF PUBLIC WORKS



**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

**Kristin L. Salazar , Individually**

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

**- In Unlimited Amounts -**

Surety Bond No.: 30084682  
Principal: Gerald H. Phipps, Inc  
Obligee: City and County of Denver

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 27th day of February, 2018.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 27th day of February, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr Notary Public

**CERTIFICATE**

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this day of



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary

Form F6853-4/2012



UNDERSTAND. SERVICE. INNOVATE.

USI Colorado  
6501 South Fiddlers Green Circle  
Suite 100  
Greenwood Village, CO 80111  
www.usi.biz  
Phone: 303.837.8500  
Toll-free: 800.873.8500  
Fax: 303.831.5295

Performance and Payment Bond  
Surety Authorization

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

RE: Gerald H. Phipps, Inc.  
Contract No.: 201952026  
Project Name: NWC Maintenance and Operations Facility  
Contract Amount: \$5,335,422.00  
Performance and Payment Bond No.: 30084682

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through Continental Casualty Company, (Insurance Company), on October 1, 2019.

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

If you should have any additional questions or concerns, please don't hesitate to give me a call at 303-831-5146.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kristin L. Salazar', written over a light blue circular stamp.

Kristin L. Salazar  
Continental Casualty Company, Attorney-in-Fact  
USI, Account Manager

**EXHIBIT H**

**Final/Partial Lien Release Form  
FINAL/PARTIAL RELEASE AND CERTIFICATE OF PAYMENT  
(SUBCONTRACTOR/SUPPLIER)**

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

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

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

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

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

Subcontract Value: \$

Last Progress Payment: \$

Date:

Total Paid to Date: \$

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

Check Applicable Box:  
[ ] MBE [ ] WBE

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT I**

**Notice to Proceed Form**



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

Current Date

**NOTICE TO PROCEED**

(SAMPLE)

Name  
Company  
Street  
City/State/Zip

**CONTRACT NO. «CONTRACT\_NO», «PROJECT\_NAME»**

In accordance with General Contract Condition 302 of the Standard Specifications for Construction, General Contract Conditions, 2011 Edition, you are hereby authorized and directed to proceed on \_\_\_\_\_ with the work of constructing contract number \_\_\_\_\_ «Contract\_No», as set forth in detail in the contract documents for the City and County of Denver.

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

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

Sincerely,

Lesley B. Thomas  
City Engineer

cc:



*Protecting the Present & Building the Future*  
Accountability, Innovation, Empowerment, Performance, Integrity,  
Diversity, Teamwork, Respect, Excellence, Safety







## 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](mailto:DSBO@denvergov.org)

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

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

Rev 031816

## EXHIBIT K

### Final Receipt Form - Certificate of Final Release



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

#### Certificate of Contract Release (SAMPLE)

Date

Name

Company

Street

City/State/Zip

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

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

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

\_\_\_\_\_  
Contractor's Signature

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

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

FOR CITY SERVICES VISIT | CALL  
**DenverGov.org** | **311**

*Protecting the Present & Building the Future*  
Accountability, Innovation, Empowerment, Performance, Integrity,  
Diversity, Teamwork, Respect, Excellence, Safety

**EXHIBIT L**

**Technical Specifications**

[TO BE INCORPORATED BY REFERENCE]

**EXHIBIT M**

**Contract Drawings**

[TO BE INCORPORATED BY REFERENCE]

**EXHIBIT N**  
**EQUIPMENT RENTAL RATES**

## Exhibit N - Equipment Rental Rates

| <b>Gerald H. Phipps, Inc.</b>                          |           |             |             |                 |
|--------------------------------------------------------|-----------|-------------|-------------|-----------------|
| <b>GH Phipps Equipment Rental Rates</b>                |           |             |             |                 |
| Description                                            |           |             |             | Unit of Measure |
|                                                        | Day       | Week        | Month       |                 |
| Rental Rates Good for Year 2019                        |           |             |             |                 |
| <b>Aerial Equipment: Class 100</b>                     |           |             |             |                 |
| Genie 34' Towable Trailer Boom TZ-34/20                | \$ 345.00 | \$ 975.00   | \$ 2,275.00 | ea              |
| Genie 50' Towable Trailer Boom TZ50/30                 | \$ 450.00 | \$ 1,250.00 | \$ 2,650.00 | ea              |
| Symons 9,000# - 16' Material Platform w/Outriggers     | \$ 175.00 | \$ 400.00   | \$ 1,181.00 | ea              |
| Craneable Man Basket - Supercage - 900# Cap.           | \$ 94.00  | \$ 313.00   | \$ 938.00   | ea              |
| Craneable Man Basket - Supercage 9000# Cap.            | \$ 156.00 | \$ 500.00   | \$ 1,875.00 | ea              |
| Scaffold, Rolling Tower - Baker Std. 6'                | \$ 13.00  | \$ 38.00    | \$ 106.00   | ea              |
| Scaffold, Rolling Tower - Baker 12'                    | \$ 25.00  | \$ 75.00    | \$ 213.00   | ea              |
| Scaffold Plank - Laminated Wood - 8'                   | \$ 1.00   | \$ 4.00     | \$ 16.00    | ea              |
| Scaffold Plank - Laminated Wood - 9'                   | \$ 1.00   | \$ 5.00     | \$ 18.00    | ea              |
| Scaffold Plank - Laminated Wood - 10'                  | \$ 1.00   | \$ 5.00     | \$ 20.00    | ea              |
| Scaffold Plank - Laminated Wood - 12'                  | \$ 1.00   | \$ 6.00     | \$ 24.00    | ea              |
| Scaffold Plank - Laminated Wood - 14'                  | \$ 2.00   | \$ 7.00     | \$ 28.00    | ea              |
| Scaffold Plank - Laminated Wood - 16'                  | \$ 2.00   | \$ 8.00     | \$ 32.00    | ea              |
| Adjuststairs - 20 Stairs - 10' to 16' - 36" Wide       | \$ 105.00 | \$ 175.00   | \$ 375.00   | ea              |
| Stair Scaffold - Per 7' Section                        | \$ 6.00   | \$ 19.00    | \$ 56.00    | ea              |
| Stair System - Per 6.5' Section                        | \$ 13.00  | \$ 38.00    | \$ 113.00   | ea              |
| Trash Chute Hopper                                     | \$ 13.00  | \$ 31.00    | \$ 94.00    | ea              |
| Trash Chute Section - 48"                              | \$ 6.00   | \$ 19.00    | \$ 56.00    | ea              |
| Covered Walkway - 6' W x 7' H - per 10' Section        | \$ 19.00  | \$ 44.00    | \$ 131.00   | ea              |
| Covered Walkway - 6' W x 7' H - per 50' Section        | \$ 94.00  | \$ 219.00   | \$ 656.00   | ea              |
| Ladder, Step, 4'                                       | \$ 5.00   | \$ 11.00    | \$ 32.00    | ea              |
| Ladder, Step, 6'                                       | \$ 6.00   | \$ 13.00    | \$ 38.00    | ea              |
| Ladder, Step, 8'                                       | \$ 6.00   | \$ 19.00    | \$ 50.00    | ea              |
| Ladder, Step, 10'                                      | \$ 6.00   | \$ 21.00    | \$ 56.00    | ea              |
| Ladder, Step, 6' to 10' Adjustable - Little Giant      | \$ 8.00   | \$ 28.00    | \$ 81.00    | ea              |
| Ladder, Step, 12'                                      | \$ 6.00   | \$ 25.00    | \$ 69.00    | ea              |
| Ladder, Step, 14'                                      | \$ 13.00  | \$ 38.00    | \$ 138.00   | ea              |
| Ladder, Extension, 16' with Safety Extensions          | \$ 6.00   | \$ 19.00    | \$ 56.00    | ea              |
| Ladder, Extension, 20' with Safety Extensions          | \$ 7.00   | \$ 25.00    | \$ 69.00    | ea              |
| Ladder, Extension, 24' with Safety Extensions          | \$ 9.00   | \$ 25.00    | \$ 75.00    | ea              |
| Ladder, Extension, 28' with Safety Extensions          | \$ 11.00  | \$ 31.00    | \$ 81.00    | ea              |
| Ladder, Extension, 32' with Safety Extensions          | \$ 15.00  | \$ 45.00    | \$ 125.00   | ea              |
| Ladder, Extension, 40' with Safety Extensions          | \$ 20.00  | \$ 55.00    | \$ 155.00   | ea              |
| Ladder, Egress, 6' with Safety Extensions              | \$ 5.00   | \$ 17.00    | \$ 33.00    | ea              |
| Ladder, Egress, 8' with Safety Extensions              | \$ 6.00   | \$ 19.00    | \$ 44.00    | ea              |
| Ladder, Egress, 12' with Safety Extensions             | \$ 8.00   | \$ 20.00    | \$ 55.00    | ea              |
| Roof Perimeter Barriers - 4'3                          | \$ 2.00   | \$ 4.00     | \$ 10.00    | ea              |
| Roof Perimeter Barriers - 6'4                          | \$ 3.00   | \$ 6.00     | \$ 18.00    | ea              |
| Roof Perimeter Barriers - 8'6                          | \$ 4.00   | \$ 8.00     | \$ 22.00    | ea              |
| Roof Perimeter - 4'3 Safety Posts                      | \$ 1.00   | \$ 3.00     | \$ 8.00     | ea              |
| Roof Perimeter - 6'6 Safety Posts                      | \$ 2.00   | \$ 4.00     | \$ 10.00    | ea              |
| Roof Perimeter Ground Support Flat Plate               | \$ 2.00   | \$ 4.00     | \$ 10.00    | ea              |
| Roof Perimeter Socket Base for Support Flat Plate      | \$ 0.50   | \$ 1.00     | \$ 3.00     | ea              |
| Roof Perimeter Barrier Bracket                         | \$ 0.50   | \$ 1.00     | \$ 2.00     | ea              |
| Roof Perimeter Slab-grab/Parapet Clamps                | \$ 2.00   | \$ 4.00     | \$ 12.00    | ea              |
| Roof Perimeter Stair Rail Slab-grab/Parapet Clamps     | \$ 2.00   | \$ 4.00     | \$ 12.00    | ea              |
| Roof Perim. Stair Rail System - 4' 11" to 8'2 Link Bar | \$ 2.00   | \$ 4.00     | \$ 12.00    | ea              |
| Roof Perim. Stair Rail System - 2'7" to 4'11" Link Bar | \$ 2.00   | \$ 4.00     | \$ 10.00    | ea              |
| Slab-Grab - Perimeter Guard Rail Posts - Blue          | \$ 2.00   | \$ 4.00     | \$ 12.00    | ea              |
| Stanchions - Hand Rail - Orange Stands                 | \$ 2.00   | \$ 6.00     | \$ 15.00    | ea              |
| Stanchions - Warning Line - Red Stands                 | \$ 2.00   | \$ 6.00     | \$ 15.00    | ea              |
| Stanchions - Delineator Warning Line - Rubber Base     | \$ 2.00   | \$ 4.00     | \$ 10.00    | ea              |

**Gerald H. Phipps, Inc.**  
**GH Phipps Equipment Rental Rates**

| Description                                         |          |           |           | Unit of Measure |
|-----------------------------------------------------|----------|-----------|-----------|-----------------|
|                                                     | Day      | Week      | Month     |                 |
| Rental Rates Good for Year 2019                     |          |           |           |                 |
| End Guard Rail Panels                               | \$ 2.00  | \$ 5.00   | \$ 15.00  | ea              |
| Safety Harness                                      | \$ 9.00  | \$ 25.00  | \$ 75.00  | ea              |
| Retractable Horizontal Lifeline System - DBI Sala   | \$ 19.00 | \$ 56.00  | \$ 156.00 | ea              |
| Pour-in-Place Stanchion, 7'6" - Securaspan          | \$ 5.00  | \$ 13.00  | \$ 31.00  | ea              |
| 4 to 5 Man Penetrator Portable Tie-off              | \$ 95.00 | \$ 225.00 | \$ 575.00 | ea              |
| One-man Freestanding Anchor Tie-off - DBI Sala      | \$ 19.00 | \$ 62.00  | \$ 181.00 | ea              |
| One Man Rooftop Screw-down Anchor Tie-off           | \$ 20.00 | \$ 55.00  | \$ 115.00 | ea              |
| One-man Seamless Metal Roof Anchor Tie-off          | \$ 31.00 | \$ 54.00  | \$ 156.00 | ea              |
| One-man Door/Window Jam Anchor Tie-off              | \$ 20.00 | \$ 55.00  | \$ 115.00 | ea              |
| One-man Beam Glyder Clamp - Tie-off - DBI Sala      | \$ 13.00 | \$ 25.00  | \$ 75.00  | ea              |
| Fall Arrest System - Complete in Gang Box           | \$ 19.00 | \$ 44.00  | \$ 125.00 | ea              |
| Retractable Lifeline - 6' to 10' - Strap            | \$ 4.00  | \$ 10.00  | \$ 30.00  | ea              |
| Retractable Lifelines Twin 10' Strap - Dual Climber | \$ 8.00  | \$ 20.00  | \$ 60.00  | ea              |
| Retractable Lifeline - 25 to 30' - Cable            | \$ 10.00 | \$ 25.00  | \$ 69.00  | ea              |
| Retractable Lifeline - 50' - Cable                  | \$ 15.00 | \$ 45.00  | \$ 85.00  | ea              |

**Air Compressors and Air Tools: Class 200**

|                                                 |           |           |             |    |
|-------------------------------------------------|-----------|-----------|-------------|----|
| Air Compressor Portable electric 1 - 2 cfm      | \$ 31.00  | \$ 81.00  | \$ 250.00   | ea |
| Air Compressor Portable Gas Powered 3- 5 cfm    | \$ 44.00  | \$ 125.00 | \$ 375.00   | ea |
| Air Compressor 185 cfm Portable Diesel          | \$ 94.00  | \$ 275.00 | \$ 813.00   | ea |
| Air Fed Hood w/Air Purifier, Hose and Regulator | \$ 20.00  | \$ 40.00  | \$ 110.00   | ea |
| SILICA Dustless Requirement                     |           |           |             |    |
| Air Tool - Pneumatic Framing Nailer             | \$ 44.00  | \$ 125.00 | \$ 375.00   | ea |
| Air Tool - Pneumatic Finish Nailer              | \$ 31.00  | \$ 81.00  | \$ 250.00   | ea |
| Air Tool - Pneumatic Pop Rivet Gun              | \$ 30.00  | \$ 70.00  | \$ 200.00   | ea |
| Air Tool - Pneumatic Stapler                    | \$ 31.00  | \$ 81.00  | \$ 250.00   | ea |
| Air Tamper - Pogo Stick                         | \$ 56.00  | \$ 175.00 | \$ 525.00   | ea |
| Air Chipping Hammer 19 lb                       | \$ 38.00  | \$ 113.00 | \$ 344.00   | ea |
| Air Rivet Buster - 25 lb                        | \$ 56.00  | \$ 169.00 | \$ 506.00   | ea |
| Air Paving Breaker 35 lb                        | \$ 50.00  | \$ 156.00 | \$ 469.00   | ea |
| Air Paving Breaker 60 lb                        | \$ 56.00  | \$ 175.00 | \$ 525.00   | ea |
| Air Paving Breaker 90 lb                        | \$ 56.00  | \$ 175.00 | \$ 525.00   | ea |
| Air T-Post Driver Kit - Rhino PD-55             | \$ 156.00 | \$ 375.00 | \$ 1,063.00 | ea |
| Air Scraper/Scaler - Edco                       | \$ 94.00  | \$ 281.00 | \$ 563.00   | ea |
| Air Hose 3/4" x 50'                             | \$ 5.00   | \$ 15.00  | \$ 44.00    | ea |
| Air Blow Pipe w/Valve 3/4 to 1"                 | \$ 6.00   | \$ 19.00  | \$ 56.00    | ea |
| Moil Point                                      | \$ 4.00   | \$ 13.00  | \$ 31.00    | ea |
| Narrow Chisel                                   | \$ 4.00   | \$ 13.00  | \$ 31.00    | ea |
| Asphalt or Clay Spade                           | \$ 6.00   | \$ 23.00  | \$ 69.00    | ea |
| Air Rock Drill 35 to 55lbs                      | \$ 63.00  | \$ 181.00 | \$ 550.00   | ea |
| Air Wall Scabbler - 3 Head                      | \$ 106.00 | \$ 156.00 | \$ 431.00   | ea |
| Air Floor Scabbler - 3 Head                     | \$ 156.00 | \$ 438.00 | \$ 1,125.00 | ea |
| Air Floor Scabbler - 5 Head                     | \$ 188.00 | \$ 563.00 | \$ 1,688.00 | ea |

**Carpentry and Power Tools: Class 300**

|                                             |          |          |           |    |
|---------------------------------------------|----------|----------|-----------|----|
| Sander, Belt Sander, 4" x 24" and 3" x 24"  | \$ 19.00 | \$ 56.00 | \$ 175.00 | ea |
| Sander, Drywall Sander w/ Vacuum attachment | \$ 13.00 | \$ 31.00 | \$ 88.00  | ea |
| Multi-Tool - Fein or Bosch Kits             | \$ 25.00 | \$ 63.00 | \$ 188.00 | ea |
| Saw, Compound Miter Saw, 10" to 12"         | \$ 15.00 | \$ 44.00 | \$ 131.00 | ea |
| Saw, Table Saw - 10" Electric               | \$ 19.00 | \$ 56.00 | \$ 156.00 | ea |
| Saw, Radial Arm - 14" to 16"                | \$ 25.00 | \$ 75.00 | \$ 219.00 | ea |
| Saw, Portable Band Saw                      | \$ 25.00 | \$ 63.00 | \$ 188.00 | ea |
| Saw, Band Saw, 7", Metal Cutting, Dry       | \$ 31.00 | \$ 94.00 | \$ 306.00 | ea |

**Gerald H. Phipps, Inc.**  
**GH Phipps Equipment Rental Rates**

| Description                                           |           |           |           | Unit of Measure |
|-------------------------------------------------------|-----------|-----------|-----------|-----------------|
|                                                       | Day       | Week      | Month     |                 |
| Rental Rates Good for Year 2019                       |           |           |           |                 |
| Saw, Chop Saw, 14" - Metal Cutting                    | \$ 21.00  | \$ 63.00  | \$ 188.00 | ea              |
| Cordless Circular Saw, 6-1/2" - 20 Volt               | \$ 44.00  | \$ 105.00 | \$ 305.00 | ea              |
| Saw, Circular Saw, Metal Cutting, 7" Steelmax         | \$ 44.00  | \$ 125.00 | \$ 369.00 | ea              |
| Saw, Circular Saw, Metal Cutting, 9" Steelmax         | \$ 44.00  | \$ 125.00 | \$ 369.00 | ea              |
| Saw, Circular Saw, 16"                                | \$ 25.00  | \$ 63.00  | \$ 188.00 | ea              |
| Saw, Jigsaw                                           | \$ 19.00  | \$ 56.00  | \$ 169.00 | ea              |
| Cordless Jigsaw - 20 Volt                             | \$ 31.00  | \$ 94.00  | \$ 275.00 | ea              |
| Saw, Reciprocating Saw - SawzAll                      | \$ 16.00  | \$ 50.00  | \$ 169.00 | ea              |
| Cordless Reciprocating Saw - SawzAll                  | \$ 31.00  | \$ 94.00  | \$ 231.00 | ea              |
| Saw, Flush-Cut Vibratory Saw - Kit                    | \$ 20.00  | \$ 63.00  | \$ 188.00 | ea              |
| Double Cuts - 14GA Sheet Metal Electric Cutter        | \$ 19.00  | \$ 56.00  | \$ 175.00 | ea              |
| Nibbler - 14GA Sheet Metal Electric Cutter            | \$ 25.00  | \$ 70.00  | \$ 205.00 | ea              |
| Impact Wrench - 1/2" - Electric                       | \$ 15.00  | \$ 35.00  | \$ 105.00 | ea              |
| Cordless Impact Wrench - 1/2" - 20 Volt               | \$ 19.00  | \$ 50.00  | \$ 150.00 | ea              |
| Angle Grinder - 4-1/2"                                | \$ 5.00   | \$ 15.00  | \$ 45.00  | ea              |
| Angle Grinder - 4-1/2"                                | \$ 7.00   | \$ 20.00  | \$ 55.00  | ea              |
| SILICA Dustless attachment included                   |           |           |           |                 |
| Cordless Angle Grinder - 4-1/2" - 20 Volt             | \$ 9.00   | \$ 31.00  | \$ 263.00 | ea              |
| Angle Grinder - 7"                                    | \$ 8.00   | \$ 20.00  | \$ 55.00  | ea              |
| Angle Grinder - 7"                                    | \$ 10.00  | \$ 30.00  | \$ 75.00  | ea              |
| SILICA Dustless attachment included                   |           |           |           |                 |
| Die Grinder - 2"                                      | \$ 15.00  | \$ 40.00  | \$ 120.00 | ea              |
| Jointer, 6" Bench Style - Electric                    | \$ 10.00  | \$ 31.00  | \$ 94.00  | ea              |
| Planer, 12-1/2" Wood Planer - DeWalt                  | \$ 16.00  | \$ 48.00  | \$ 140.00 | ea              |
| Router - Electric                                     | \$ 9.00   | \$ 30.00  | \$ 88.00  | ea              |
| Saw, Chain Saw, 24" - Gas                             | \$ 69.00  | \$ 206.00 | \$ 500.00 | ea              |
| Saw, Chain Saw, Extendable Pole, 9'                   | \$ 56.00  | \$ 163.00 | \$ 481.00 | ea              |
| Airless Paint Sprayer                                 | \$ 63.00  | \$ 188.00 | \$ 563.00 | ea              |
| Drill Press, 3/4HP, Upright                           | \$ 31.00  | \$ 94.00  | \$ 275.00 | ea              |
| Cordless Drill and Impact Combo Kit - 20 Volt         | \$ 19.00  | \$ 50.00  | \$ 150.00 | ea              |
| Cordless 3 Tool Combo Kit - 20 Volt                   | \$ 50.00  | \$ 150.00 | \$ 450.00 | ea              |
| Cordless 4 Tool Combo Kit - 20 Volt                   | \$ 63.00  | \$ 188.00 | \$ 531.00 | ea              |
| Cordless Finish Nailer - 20 Volt                      | \$ 30.00  | \$ 85.00  | \$ 225.00 | ea              |
| Cordless Framing Nailer - 20 Volt                     | \$ 35.00  | \$ 95.00  | \$ 245.00 | ea              |
| Drill, Mag-base Drill                                 | \$ 44.00  | \$ 156.00 | \$ 375.00 | ea              |
| Chipping Hammer - 30# - Electric                      | \$ 50.00  | \$ 156.00 | \$ 469.00 | ea              |
| Demolition Hammer, 60# - Electric                     | \$ 81.00  | \$ 250.00 | \$ 750.00 | ea              |
| Demolition Hammer, 65#-Hilti AVR3000 Electric         | \$ 94.00  | \$ 281.00 | \$ 788.00 | ea              |
| Moil Point                                            | \$ 4.00   | \$ 13.00  | \$ 31.00  | ea              |
| Narrow Chisel                                         | \$ 4.00   | \$ 13.00  | \$ 31.00  | ea              |
| Asphalt or Clay Spade                                 | \$ 6.00   | \$ 23.00  | \$ 69.00  | ea              |
| Demolition Hammer, 65#-Hilti AVR3000 Electric         | \$ 125.00 | \$ 325.00 | \$ 950.00 | ea              |
| SILICA Dustless attachment included                   |           |           |           |                 |
| Moil Point                                            | \$ 3.00   | \$ 13.00  | \$ 31.00  | ea              |
| Narrow Chisel                                         | \$ 3.00   | \$ 13.00  | \$ 31.00  | ea              |
| Asphalt or Clay Spade                                 | \$ 6.00   | \$ 23.00  | \$ 69.00  | ea              |
| Cordless Rotary Hammer Drill - Small - SDS Plus       | \$ 31.00  | \$ 94.00  | \$ 281.00 | ea              |
| Cordless Hammer Drill - Small - SDS Plus              | \$ 45.00  | \$ 120.00 | \$ 325.00 | ea              |
| SILICA Dustless attachment included                   |           |           |           |                 |
| Drill, Rotary Hammer Drill - Small - SDS Plus TE2     | \$ 19.00  | \$ 38.00  | \$ 106.00 | ea              |
| Drill, Rotary Hammer Drill/Chipper - Small - SDS Plus | \$ 25.00  | \$ 65.00  | \$ 195.00 | ea              |
| Drill, Rotary Hammer Drill-Small-SDS Plus-110 volt    | \$ 30.00  | \$ 85.00  | \$ 245.00 | ea              |
| SILICA Dustless attachment included                   |           |           |           |                 |



**Gerald H. Phipps, Inc.**  
**GH Phipps Equipment Rental Rates**

| Description                                            |           |           |             | Unit of Measure |
|--------------------------------------------------------|-----------|-----------|-------------|-----------------|
|                                                        | Day       | Week      | Month       |                 |
| Rental Rates Good for Year 2019                        |           |           |             |                 |
| Drill, Rotary Hammer - Small - <b>SILICA Dustless</b>  | \$ 55.00  | \$ 165.00 | \$ 465.00   | ea              |
| <b>Package</b> with Hepa Vacuum - Complete - SDS Plus  |           |           |             |                 |
| Drill, Rotary Hammer - Large - <b>SILICA Dustless</b>  | \$ 90.00  | \$ 268.00 | \$ 781.00   | ea              |
| <b>Package</b> with Hepa Vacuum - Complete - SDS Max   |           |           |             |                 |
| SILICA Vacuum - Small - Hilti                          | \$ 30.00  | \$ 85.00  | \$ 250.00   | ea              |
| SILICA Vacuum - Large - DeWalt                         | \$ 40.00  | \$ 105.00 | \$ 300.00   | ea              |
| Drill, Rotary Hammer Drill-Large TE70-ATC SDS Max      | \$ 50.00  | \$ 163.00 | \$ 481.00   | ea              |
| Electric Brad Nailer - 120 Volt                        | \$ 19.00  | \$ 50.00  | \$ 169.00   | ea              |
| Powder Actuated Gun , 22 Caliber - Hilti               | \$ 19.00  | \$ 56.00  | \$ 175.00   | ea              |
| CO2 Actuated Fastening Gun - Hilti                     | \$ 31.00  | \$ 81.00  | \$ 219.00   | ea              |
| <b>Compaction and Earth Moving: Class 400</b>          |           |           |             |                 |
| Compactor - Rammer - Gas Powered                       | \$ 75.00  | \$ 194.00 | \$ 531.00   | ea              |
| Compactor - Rammer - Electric                          | \$ 69.00  | \$ 188.00 | \$ 500.00   | ea              |
| Compactor - Vibratory Plate - Gas                      | \$ 63.00  | \$ 181.00 | \$ 494.00   | ea              |
| Compactor - Vibratory Plate - Electric -240 Volt       | \$ 113.00 | \$ 281.00 | \$ 781.00   | ea              |
| Compactor - Vibrating Double Drum Roller               | \$ 169.00 | \$ 500.00 | \$ 1,563.00 | ea              |
| Skidsteer Loader - Case 420, 430, 440, 1845C           | \$ 181.00 | \$ 469.00 | \$ 1,413.00 | ea              |
| Skidsteer 68" Bucket with Teeth Attachment             | \$ 25.00  | \$ 45.00  | \$ 115.00   | ea              |
| Skidsteer Fork Attachment                              | \$ 44.00  | \$ 119.00 | \$ 250.00   | ea              |
| Skidsteer Breaker Attachment                           | \$ 181.00 | \$ 456.00 | \$ 1,250.00 | ea              |
| Skidsteer Trencher Attachment                          | \$ 125.00 | \$ 350.00 | \$ 980.00   | ea              |
| Skidsteer Pick-Up Bucket Broom Attachment****          | \$ 106.00 | \$ 281.00 | \$ 844.00   | ea              |
| Broom Wear Charge - Normal Wear****                    | \$ 25.00  | \$ 63.00  | \$ 188.00   | ea              |
| Charge wear charge with every broom rental****         |           |           |             |                 |
| Skidsteer Hydraulic Auger Attachment                   | \$ 69.00  | \$ 144.00 | \$ 294.00   | ea              |
| Auger Bit Extension                                    | \$ 6.00   | \$ 25.00  | \$ 75.00    | ea              |
| 12" Auger Bit (for Skid-steer)                         | \$ 9.00   | \$ 29.00  | \$ 88.00    | ea              |
| 18" Auger Bit (for Skid-steer)                         | \$ 9.00   | \$ 29.00  | \$ 88.00    | ea              |
| 24" Auger Bit (for Skid-steer)                         | \$ 9.00   | \$ 29.00  | \$ 88.00    | ea              |
| Auger, 1-Man, Gasoline powered                         | \$ 56.00  | \$ 138.00 | \$ 406.00   | ea              |
| Auger, 2-Man, Gasoline powered                         | \$ 50.00  | \$ 125.00 | \$ 344.00   | ea              |
| Lawn Aerator - Gasoline                                | \$ 50.00  | \$ 138.00 | \$ 375.00   | ea              |
| Rototiller, 8HP, Gasoline                              | \$ 56.00  | \$ 156.00 | \$ 469.00   | ea              |
| Trencher - Walk Behind Ditchwitch                      | \$ 106.00 | \$ 281.00 | \$ 844.00   | ea              |
| <b>Concrete Equipment &amp; Accessories: Class 500</b> |           |           |             |                 |
| Concrete Blanket 12' x 25' - <b>USED</b>               | \$ 15.00  | \$ 25.00  | \$ 55.00    | ea              |
| Concrete Blanket 12' x 25'                             | \$ 20.00  | \$ 50.00  | \$ 110.00   | ea              |
| Craneable Snow Blankets - 25' x 25'                    | \$ 35.00  | \$ 65.00  | \$ 175.00   | ea              |
| Concrete Form Cleaning Machine, Electric               | \$ 88.00  | \$ 263.00 | \$ 675.00   | ea              |
| Concrete Bucket 1/2 Yard                               | \$ 48.00  | \$ 144.00 | \$ 438.00   | ea              |
| Concrete Bucket 3/4 Yard                               | \$ 53.00  | \$ 156.00 | \$ 469.00   | ea              |
| Concrete Bucket 1 Yard                                 | \$ 56.00  | \$ 169.00 | \$ 500.00   | ea              |
| Concrete Bucket 1.5 Yard                               | \$ 60.00  | \$ 175.00 | \$ 525.00   | ea              |
| Concrete Bucket 2.0 Yard                               | \$ 63.00  | \$ 188.00 | \$ 563.00   | ea              |
| Concrete Bucket 3.0 Yard                               | \$ 69.00  | \$ 200.00 | \$ 594.00   | ea              |
| Concrete Laydown Bucket 2 Yard                         | \$ 106.00 | \$ 295.00 | \$ 845.00   | ea              |
| Center Discharge Hopper - Tremmie                      | \$ 6.00   | \$ 19.00  | \$ 44.00    | ea              |
| Tremmie Hose                                           | \$ 6.00   | \$ 13.00  | \$ 31.00    | ea              |
| Concrete Barrel Mixer, Electric - One Bag              | \$ 31.00  | \$ 94.00  | \$ 281.00   | ea              |
| Concrete Barrel Mixer, Electric - Two Bag              | \$ 45.00  | \$ 125.00 | \$ 325.00   | ea              |
| Concrete Core Drill w/Base                             | \$ 88.00  | \$ 269.00 | \$ 813.00   | ea              |

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|---------------------------------------------------------|-----------|-----------|-------------|-----------------|
|                                                         | Day       | Week      | Month       |                 |
| Rental Rates Good for Year 2019                         |           |           |             |                 |
| Concrete Core Drill - Hand Held (Hilti)                 | \$ 44.00  | \$ 138.00 | \$ 406.00   | ea              |
| Water Recycler for Hand Held Hilti Core Drill           | \$ 25.00  | \$ 88.00  | \$ 250.00   | ea              |
| Concrete Demo Saw 12" Electric - 5" Cutting Depth       | \$ 90.00  | \$ 265.00 | \$ 775.00   | ea              |
| SILICA Dustless attachment included                     |           |           |             |                 |
| Concrete Demo-Saw 14" Electric                          | \$ 75.00  | \$ 231.00 | \$ 688.00   | ea              |
| Concrete Demo-Saw 14" Gas Powered                       | \$ 100.00 | \$ 294.00 | \$ 875.00   | ea              |
| Concrete Demo-Saw 14" Gas Powered w/water pump          | \$ 120.00 | \$ 325.00 | \$ 925.00   | ea              |
| Concrete Planer, Hand-held, Diamond - Makita            | \$ 56.00  | \$ 169.00 | \$ 500.00   | ea              |
| Concrete Saw, Walk Behind, 8 - 12 HP                    | \$ 56.00  | \$ 169.00 | \$ 500.00   | ea              |
| Concrete Saw, Self Propelled, 14 - 18HP                 | \$ 94.00  | \$ 281.00 | \$ 813.00   | ea              |
| Cordless Epoxy Gun - Hilti 18 Volt                      | \$ 85.00  | \$ 225.00 | \$ 675.00   | ea              |
| Rebar Bender/Handheld-Electric- B-N up to #8            | \$ 63.00  | \$ 188.00 | \$ 563.00   | ea              |
| Rebar Bender-Hydraulic/Electric-Pacific-up to #11       | \$ 200.00 | \$ 500.00 | \$ 1,450.00 | ea              |
| Rebar Cutter/Handheld-Electric - MQ up to #5            | \$ 31.00  | \$ 75.00  | \$ 219.00   | ea              |
| Torque Wrench - 3/4" - 600LBS.                          | \$ 44.00  | \$ 81.00  | \$ 206.00   | ea              |
| Grout Pump - Hand Pump                                  | \$ 19.00  | \$ 44.00  | \$ 119.00   | ea              |
| Wheelbarrow                                             | \$ 13.00  | \$ 38.00  | \$ 113.00   | ea              |
| Power Buggy - Ride-on - Gas Powered                     | \$ 150.00 | \$ 469.00 | \$ 1,063.00 | ea              |
| Georgia Buggy                                           | \$ 19.00  | \$ 56.00  | \$ 156.00   | ea              |
| Fluid Containment Pallet                                | \$ 10.00  | \$ 28.00  | \$ 81.00    | ea              |
| Backpack Blower - 50 to 60 cfm                          | \$ 21.00  | \$ 63.00  | \$ 181.00   | ea              |
| Concrete Vibrator 1.00 hp - Pencil                      | \$ 31.00  | \$ 94.00  | \$ 281.00   | ea              |
| Concrete Vibrator 1.50 hp                               | \$ 38.00  | \$ 106.00 | \$ 313.00   | ea              |
| Concrete Vibrator 2.00 hp                               | \$ 44.00  | \$ 119.00 | \$ 344.00   | ea              |
| Concrete Vibrator - High cycle                          | \$ 50.00  | \$ 150.00 | \$ 438.00   | ea              |
| Concrete Vibrator - Back-Pack, Gas                      | \$ 56.00  | \$ 156.00 | \$ 469.00   | ea              |
| Concrete Washout Sling - 4-Leg Chain - 72"              | \$ 8.00   | \$ 20.00  | \$ 45.00    | ea              |
| Concrete Washout - Small - 1 Yard                       | \$ 35.00  | \$ 75.00  | \$ 200.00   | ea              |
| Concrete Washout - Small - 1.5 Yards                    | \$ 40.00  | \$ 80.00  | \$ 225.00   | ea              |
| Concrete Washout - Large - 2.6 Yards                    | \$ 45.00  | \$ 85.00  | \$ 250.00   | ea              |
| <b>Concrete Forming Equipment: Class 900</b>            |           |           |             |                 |
| Banding Machine w/banding and crimping tool 3/4"        | \$ 15.00  | \$ 25.00  | \$ 65.00    | ea              |
| 6' Long Beamsides - Charged per Lineal Foot             | \$ 0.40   | \$ 2.00   | \$ 8.00     | ea              |
| 8' Long Beamsides - Charged per Lineal Foot             | \$ 0.50   | \$ 2.50   | \$ 10.00    | ea              |
| 10' Long Beamsides - Charged per Lineal Foot            | \$ 0.75   | \$ 3.00   | \$ 12.00    | ea              |
| 12' Long Beamsides - Charged per Lineal Foot            | \$ 1.00   | \$ 5.00   | \$ 20.00    | ea              |
| Symons Pan 3' x 2'                                      | \$ 0.40   | \$ 2.00   | \$ 8.00     | ea              |
| Symons Pan 4' x 2'                                      | \$ 0.50   | \$ 2.50   | \$ 10.00    | ea              |
| Symons Pan 5' x 2'                                      | \$ 0.75   | \$ 3.00   | \$ 12.00    | ea              |
| Symons Pan 6' x 2'                                      | \$ 1.00   | \$ 5.00   | \$ 20.00    | ea              |
| Symons Pan 8' x 2'                                      | \$ 1.20   | \$ 6.00   | \$ 24.00    | ea              |
| Symons Fillers 1,1.5,2,4,6,8,10,12,14,16,18,20,22"      | \$ 0.30   | \$ 1.50   | \$ 6.00     | ea              |
| Symons Inside Corners (8', 6', 5', 4', 3', 2' Lengths)  | \$ 0.30   | \$ 1.50   | \$ 6.00     | ea              |
| Symons Outside Corners (8', 6', 5', 4', 3', 2' Lengths) | \$ 0.30   | \$ 1.50   | \$ 6.00     | ea              |
| Symons Aluma Beams - 10'                                | \$ 1.00   | \$ 3.00   | \$ 10.00    | ea              |
| Symons Aluma Beams -12'                                 | \$ 1.00   | \$ 4.00   | \$ 13.00    | ea              |
| Symons Aluma Beams - 16'                                | \$ 2.00   | \$ 5.00   | \$ 18.00    | ea              |
| Symons Aluma Beams - 18'                                | \$ 2.00   | \$ 6.00   | \$ 20.00    | ea              |
| Symons Aluma Beams - 20'                                | \$ 3.00   | \$ 7.00   | \$ 23.00    | ea              |
| Symons Scaffold Brackets                                | \$ 0.05   | \$ 0.25   | \$ 1.00     | ea              |
| Gates - Plywood CBF Form System (3,726 S.F.)            | \$ 0.25   | \$ 0.75   | \$ 3.00     | sf              |
| Mud Sills (2' x 2')                                     | \$ 1.00   | \$ 2.00   | \$ 8.00     | ea              |

**Gerald H. Phipps, Inc.**  
**GH Phipps Equipment Rental Rates**

| Description                                          |         |          |           | Unit of Measure |
|------------------------------------------------------|---------|----------|-----------|-----------------|
|                                                      | Day     | Week     | Month     |                 |
| Rental Rates Good for Year 2019                      |         |          |           |                 |
| Pipe Braces - E-4 Tilt-up - 14' to 24'               | \$ 1.00 | \$ 6.00  | \$ 20.00  | ea              |
| Pipe Braces - E-5 Tilt-up - 24' to 39'               | \$ 1.00 | \$ 8.00  | \$ 23.00  | ea              |
| Post Shores - Red Metal                              | \$ 1.00 | \$ 4.00  | \$ 10.00  | ea              |
| Post Shores - Heavy Duty Galvanized Metal            | \$ 1.00 | \$ 5.00  | \$ 20.00  | ea              |
| Stiff-Back Clamps - Grasshoppers                     | \$ 0.05 | \$ 0.25  | \$ 1.00   | ea              |
| Whaler Clamps                                        | \$ 0.05 | \$ 0.25  | \$ 1.00   | ea              |
| Wedge Pins                                           | \$ 0.05 | \$ 0.25  | \$ 1.00   | ea              |
| Wedge Pins - Long                                    | \$ 0.05 | \$ 0.25  | \$ 1.00   | ea              |
| Gates Collapsible Corners - 6'                       | \$ 5.00 | \$ 25.00 | \$ 100.00 | ea              |
| Gates Collapsible Corners - 8'                       | \$ 5.00 | \$ 25.00 | \$ 100.00 | ea              |
| Gates System - Camlocks                              | \$ 0.06 | \$ 0.30  | \$ 1.20   | ea              |
| Gates System-Brackets                                | \$ 0.30 | \$ 1.50  | \$ 6.00   | ea              |
| Gates 9M Anchor Lock                                 | \$ 0.30 | \$ 1.50  | \$ 6.00   | ea              |
| Gates System-Handrail Posts                          | \$ 0.30 | \$ 1.50  | \$ 6.00   | ea              |
| Gates Lift and Lock Devise w/Chain                   | \$ 2.00 | \$ 11.00 | \$ 45.00  | ea              |
| Gates Gang Tube Adapters - 4'                        | \$ 2.00 | \$ 5.00  | \$ 15.00  | ea              |
| Gates Gang Tube Adapters - 6'                        | \$ 2.00 | \$ 6.00  | \$ 30.00  | ea              |
| Gates Gang Tube Adapters - 8'                        | \$ 2.00 | \$ 8.00  | \$ 35.00  | ea              |
| Gates Gang Tube Adapters - 10'                       | \$ 3.00 | \$ 10.00 | \$ 40.00  | ea              |
| Gates Gang Tube Adapters - 12'                       | \$ 3.00 | \$ 11.00 | \$ 45.00  | ea              |
| Gates 22" Splice Tube Adapter (4" w/N)               | \$ 0.30 | \$ 1.50  | \$ 6.00   | ea              |
| Gates Two-Slot Safety Loops                          | \$ 0.30 | \$ 1.50  | \$ 6.00   | ea              |
| Gates Scaffold Brackets                              | \$ 0.05 | \$ 0.25  | \$ 1.00   | ea              |
| Gates HD 3' Scaffold Brackets w/Adjusters            | \$ 4.00 | \$ 10.00 | \$ 30.00  | ea              |
| Gates Stiffback Support Angle                        | \$ 0.30 | \$ 1.50  | \$ 6.00   | ea              |
| Gates Static Safety Line Connector                   | \$ 0.30 | \$ 1.50  | \$ 6.00   | ea              |
| Gates Waler Attachment Bracket                       | \$ 0.30 | \$ 1.50  | \$ 6.00   | ea              |
| Gates Pipe Brace Adapter                             | \$ 0.30 | \$ 1.50  | \$ 6.00   | ea              |
| Gates 4-Ring Taper Tie - 27"                         | \$ 0.30 | \$ 1.50  | \$ 6.00   | ea              |
| Gates 4-Ring Taper Tie - 31"                         | \$ 0.30 | \$ 1.50  | \$ 6.00   | ea              |
| Gates 4-Ring Taper Tie - 33"                         | \$ 0.30 | \$ 1.50  | \$ 6.00   | ea              |
| Gates Safety Post Pocket                             | \$ 0.30 | \$ 1.50  | \$ 6.00   | ea              |
| Gates Column Clamp - 8" to 24" Lok-Fast              | \$ 1.00 | \$ 5.00  | \$ 20.00  | ea              |
| Gates Column Clamp - 12" to 36" Lok-Fast             | \$ 1.00 | \$ 5.00  | \$ 20.00  | ea              |
| Gates Column Clamp - 24" to 48" Lok-Fast             | \$ 1.00 | \$ 5.00  | \$ 20.00  | ea              |
| Gates Pick Point W/Coil Rod & Nuts                   | \$ 0.30 | \$ 1.50  | \$ 6.00   | ea              |
| Steel Forms - 4in x 10ft - <i>Curb &amp; Gutter</i>  | \$ 0.05 | \$ 0.25  | \$ 1.00   | lf              |
| Steel Forms - 6in x 10ft - <i>Curb &amp; Gutter</i>  | \$ 0.05 | \$ 0.25  | \$ 1.00   | lf              |
| Steel Forms - 12in x 10ft - <i>Curb &amp; Gutter</i> | \$ 0.05 | \$ 0.25  | \$ 1.00   | lf              |

| <b>Floor Prep - Grinding, Sanding, Stripping</b>     |           |           |             |    |
|------------------------------------------------------|-----------|-----------|-------------|----|
| Belt Sander - 8" Walk-behind - Electric (Alto)       | \$ 50.00  | \$ 150.00 | \$ 455.00   | ea |
| Floor Scrubber - Elec. 26" Advanced Rechargeable     | \$ 325.00 | \$ 800.00 | \$ 2,350.00 | ea |
| Carpet Removal Machine - Power -National 71          | \$ 63.00  | \$ 188.00 | \$ 531.00   | ea |
| Concrete Planer, Hand-held, Diamond - Makita         | \$ 56.00  | \$ 169.00 | \$ 500.00   | ea |
| Floor Grinder, Single Disc, Electric Terrazo - Edco  | \$ 119.00 | \$ 219.00 | \$ 656.00   | ea |
| Floor Grinder, Single, Elec Terrazo w/Diamond Bricks | \$ 250.00 | \$ 480.00 | \$ 1,083.00 | ea |
| Floor Grinder, Husqvarna, Elec, Disc w/Diamond Bits  | \$ 275.00 | \$ 525.00 | \$ 1,150.00 | ea |
| Floor Grinder, Dual Disc, Gas Terrazo - Edco         | \$ 181.00 | \$ 319.00 | \$ 969.00   | ea |
| Floor Grinder, Dual, Gas Terrazo w/Diamond Bricks    | \$ 440.00 | \$ 835.00 | \$ 1,805.00 | ea |
| Diamond Bricks (3) and Wedges (3)                    | \$ 50.00  | \$ 125.00 | \$ 375.00   | ea |
| Floor Planer, Electric Scarifier - Edco              | \$ 169.00 | \$ 306.00 | \$ 1,674.00 | ea |
| Floor Planer, Gas Powered Scarifier - Edco           | \$ 169.00 | \$ 306.00 | \$ 1,674.00 | ea |

**Gerald H. Phipps, Inc.**  
**GH Phipps Equipment Rental Rates**

| Description                                  |           |           |             | Unit of Measure |
|----------------------------------------------|-----------|-----------|-------------|-----------------|
|                                              | Day       | Week      | Month       |                 |
| Rental Rates Good for Year 2019              |           |           |             |                 |
| Scarifier Cutter Wheel Drum                  | \$ 119.00 | \$ 231.00 | \$ 688.00   | ea              |
| Dust Collection System - Edco - 110 Volt     | \$ 106.00 | \$ 281.00 | \$ 813.00   | ea              |
| Floor Maintainer, 17" (Alto or Clarke)       | \$ 31.00  | \$ 113.00 | \$ 281.00   | ea              |
| Tungston Scraper Blade, 15" (Clarke)         | \$ 63.00  | \$ 313.00 | \$ 938.00   | ea              |
| Tile Stripper - HD National - Self Propelled | \$ 281.00 | \$ 813.00 | \$ 2,250.00 | ea              |
| Tile Stripper - Self Propelled - Electric    | \$ 56.00  | \$ 156.00 | \$ 438.00   | ea              |
| Tile Stripper - Hand Held - Electric         | \$ 19.00  | \$ 56.00  | \$ 156.00   | ea              |

| <b>Generators and Light Towers: Class 600</b>    |           |           |             |    |
|--------------------------------------------------|-----------|-----------|-------------|----|
| Generator 3.5KW to 5KW - Gas                     | \$ 31.00  | \$ 125.00 | \$ 438.00   | ea |
| Generator 5KW to 7.5KW - Gas                     | \$ 50.00  | \$ 206.00 | \$ 531.00   | ea |
| Generator 9 to 15 KVA - Portable Gas             | \$ 75.00  | \$ 294.00 | \$ 688.00   | ea |
| Generator 45 to 50 KVA - Portable Diesel         | \$ 200.00 | \$ 450.00 | \$ 1,250.00 | ea |
| Generator 65 to 70 KVA - Portable Diesel         | \$ 245.00 | \$ 575.00 | \$ 1,650.00 | ea |
| Light Tower - 4000 Watt - Portable Diesel        | \$ 131.00 | \$ 256.00 | \$ 688.00   | ea |
| Light Stands, 1000 Watt                          | \$ 15.00  | \$ 44.00  | \$ 125.00   | ea |
| Tripod LED 20 Volt Cordless Lights - DeWalt      | \$ 20.00  | \$ 35.00  | \$ 100.00   | ea |
| LED Large Area Light Stand Cordless/Cored DeWalt | \$ 15.00  | \$ 45.00  | \$ 125.00   | ea |
| Wobble Light - 500 Watts                         | \$ 13.00  | \$ 38.00  | \$ 113.00   | ea |
| Wobble Light Junior - 85 Watts                   | \$ 6.00   | \$ 19.00  | \$ 56.00    | ea |
| Light Strings, 50'                               | \$ 10.00  | \$ 31.00  | \$ 94.00    | ea |
| GFI Temporary Power Box                          | \$ 25.00  | \$ 69.00  | \$ 188.00   | ea |
| Temporary Power Cord - 100' - Heavy              | \$ 38.00  | \$ 94.00  | \$ 250.00   | ea |

| <b>Heating and Air Movement: Class 700</b>        |             |             |             |    |
|---------------------------------------------------|-------------|-------------|-------------|----|
| Cooling Unit - 12,000 BTU Portable AC - 110 Volt  | \$ 40.00    | \$ 110.00   | \$ 315.00   | ea |
| Cooling Unit - Move-n-Cool 1 Ton - 110 Volt       | \$ 150.00   | \$ 375.00   | \$ 938.00   | ea |
| Cooling Unit - Move-n-Cool 1.5 Ton - 220 Volt     | \$ 94.00    | \$ 250.00   | \$ 688.00   | ea |
| Cooling Unit - Move-n-Cool 2 Ton - 220 Volt       | \$ 106.00   | \$ 281.00   | \$ 750.00   | ea |
| Heater, 155K BTU, Fan, Propane                    | \$ 31.00    | \$ 106.00   | \$ 250.00   | ea |
| Heater, 350K BTU, Fan, Propane                    | \$ 50.00    | \$ 156.00   | \$ 375.00   | ea |
| Heater, 400K BTU, Fan, Gas/Propane                | \$ 100.00   | \$ 250.00   | \$ 650.00   | ea |
| Heater, 1 Million BTU, Indirect, Gas/Propane      | \$ 400.00   | \$ 1,100.00 | \$ 2,750.00 | ea |
| Heater, 1.5 to 2 Million BTU, Gas/Propane         | \$ 175.00   | \$ 425.00   | \$ 1,150.00 | ea |
| Propane Cylinder Only - 100#                      | \$ 1.00     | \$ 3.00     | \$ 8.00     | ea |
| Propane Manifold - 3 Way                          | \$ 1.00     | \$ 4.00     | \$ 6.00     | ea |
| Propane Hoses - 1/2" x 25'                        | \$ 4.00     | \$ 11.00    | \$ 31.00    | ea |
| Heater, 15K BTU, Electric 110 volt                | \$ 20.00    | \$ 55.00    | \$ 125.00   | ea |
| Heater, 24K BTU, Electric 220 volt - 1 Phase      | \$ 25.00    | \$ 65.00    | \$ 200.00   | ea |
| Heater, 34K to 51K BTU, Electric 220 volt-1 Phase | \$ 40.00    | \$ 130.00   | \$ 370.00   | ea |
| Heater, 34K to 51K BTU, Electric 208 volt-3 Phase | \$ 40.00    | \$ 130.00   | \$ 370.00   | ea |
| Heater, Radiant, Val-6, Diesel #1, Heater         | \$ 45.00    | \$ 155.00   | \$ 450.00   | ea |
| Air Mover, 60", 460V-3-Phase - 200,000cfm         | \$ 94.00    | \$ 375.00   | \$ 1,125.00 | ea |
| Fan, 18" Carpet Dryer - 3 Speed                   | \$ 19.00    | \$ 56.00    | \$ 150.00   | ea |
| Fan, Circulating, 36"                             | \$ 25.00    | \$ 56.00    | \$ 156.00   | ea |
| Fan, Circulating, 48"                             | \$ 31.00    | \$ 63.00    | \$ 188.00   | ea |
| Fan, Vein Axial, 24" - 8,200 CFM - 110Volt        | \$ 44.00    | \$ 125.00   | \$ 356.00   | ea |
| Fan, Vein Axial, 54" - 25,000CFM-480Volt/3PH      | \$ 125.00   | \$ 281.00   | \$ 813.00   | ea |
| Fan, Industrial Blower w/Ducting                  | \$ 38.00    | \$ 125.00   | \$ 375.00   | ea |
| Ground Thaw Machine - E-1100                      | \$ 563.00   | \$ 1,563.00 | \$ 3,125.00 | ea |
| Ground Thaw Machine - E-3000                      | \$ 1,125.00 | \$ 3,125.00 | \$ 9,375.00 | ea |

**Gerald H. Phipps, Inc.**  
**GH Phipps Equipment Rental Rates**

| Description                                                                                                   |          |           |           | Unit of Measure |
|---------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|-----------------|
|                                                                                                               | Day      | Week      | Month     |                 |
| Rental Rates Good for Year 2019                                                                               |          |           |           |                 |
| <b>Infection Control Tools: Class</b>                                                                         |          |           |           |                 |
| Air Scrubber - Honeywell - 110 Volt                                                                           | \$ 5.00  | \$ 15.00  | \$ 40.00  | ea              |
| Cart, Trash - 1/2 Yard Rubbermaid                                                                             | \$ 19.00 | \$ 38.00  | \$ 75.00  | ea              |
| Cart, Trash - 3/4 Yard Rubbermaid                                                                             | \$ 23.00 | \$ 45.00  | \$ 90.00  | ea              |
| Cart, Trash Lid - Rubbermaid                                                                                  | \$ 3.00  | \$ 9.00   | \$ 19.00  | ea              |
| Edge Guard Cont. System - Door Panel w/44" Door                                                               | \$ 8.00  | \$ 40.00  | \$ 160.00 | ea              |
| Edge Guard Containment System - 48" Panel Assembly                                                            | \$ 5.00  | \$ 25.00  | \$ 100.00 | ea              |
| Edge Guard Containment System - 36" Panel Assembly                                                            | \$ 4.00  | \$ 20.00  | \$ 80.00  | ea              |
| Edge Guard Containment System - 24" Panel Assembly                                                            | \$ 4.00  | \$ 20.00  | \$ 80.00  | ea              |
| Edge Guard Cont. System - 24" Panel w/Hepa Air Port                                                           | \$ 5.00  | \$ 25.00  | \$ 100.00 | ea              |
| Edge Guard Containment System - 12" Panel Assembly                                                            | \$ 3.00  | \$ 15.00  | \$ 60.00  | ea              |
| Edge Guard Cont. System - Hinged Corner Assembly                                                              | \$ 2.00  | \$ 10.00  | \$ 40.00  | ea              |
| Edge Guard Cont. System - Grid Clips - Hardware                                                               | \$ 0.40  | \$ 2.00   | \$ 8.00   | ea              |
| Edge Guard Cont. System - Camlocks - Hardware                                                                 | \$ 0.40  | \$ 2.00   | \$ 8.00   | ea              |
| Containment Enclosure - Kontrol Kube                                                                          | \$ 65.00 | \$ 160.00 | \$ 475.00 | ea              |
| Containment Enclosure 10' to 13' - <b>Bio-Cart UVC</b>                                                        | \$ 80.00 | \$ 225.00 | \$ 645.00 | ea              |
| Wireless Gateway Auto Dialer w/particle and decibel meter-Cellular/WiFi and Ethernet- <b>Omni-Sense G-3-C</b> | \$ 40.00 | \$ 85.00  | \$ 225.00 | ea              |
| Wireless Differential Pressure Sensor - <b>Omni-Sense</b>                                                     | \$ 25.00 | \$ 55.00  | \$ 145.00 | ea              |
| Temperature/Humidity/Moisture Sensor - <b>Omni-Sense</b>                                                      | \$ 8.00  | \$ 20.00  | \$ 45.00  | ea              |
| Monthly Monitoring from <b>Omni-Sense</b>                                                                     | \$ 35.00 | \$ 35.00  | \$ 35.00  | ea              |
| Differential Pressure Recorder (Manometer)                                                                    | \$ 50.00 | \$ 150.00 | \$ 363.00 | ea              |
| Emergency Auto Dialer                                                                                         | \$ 9.00  | \$ 25.00  | \$ 63.00  | ea              |
| Emergency Digital Auto Texter                                                                                 | \$ 31.00 | \$ 31.00  | \$ 56.00  | ea              |
| Monthly Monitoring from Holder Security                                                                       | \$ 50.00 | \$ 50.00  | \$ 50.00  | ea              |
| Fan, Vein Axial, 24" - 8200CFM - 110Volt                                                                      | \$ 44.00 | \$ 125.00 | \$ 356.00 | ea              |
| Negative Air Machine - 500 to 600 CFM                                                                         | \$ 19.00 | \$ 44.00  | \$ 125.00 | ea              |
| Negative Air Machine - 1200 to 2000 CFM                                                                       | \$ 25.00 | \$ 75.00  | \$ 219.00 | ea              |
| Temporary Partitions - 4' x 8' White                                                                          | \$ 5.00  | \$ 13.00  | \$ 31.00  | ea              |
| Vacuum, Hepa - Euro 930                                                                                       | \$ 8.00  | \$ 19.00  | \$ 55.00  | ea              |
| Vacuum - Hepa - Alto 8 Gallon                                                                                 | \$ 8.00  | \$ 19.00  | \$ 55.00  | ea              |
| Vacuum - Hepa - Alto 14 Gallon                                                                                | \$ 10.00 | \$ 30.00  | \$ 90.00  | ea              |
| Vacuum - Makita 36 Volt Cordless <b>Robotic Kit</b>                                                           | \$ 30.00 | \$ 70.00  | \$ 180.00 | ea              |
| Vacuum, Hepa - 3M Suitcase                                                                                    | \$ 8.00  | \$ 15.00  | \$ 36.00  | ea              |
| Zip Poles - Third Hands                                                                                       | \$ 3.00  | \$ 5.00   | \$ 13.00  | ea              |

|                                                |           |           |             |    |
|------------------------------------------------|-----------|-----------|-------------|----|
| <b>Lasers, Levels, and Monitors: Class 800</b> |           |           |             |    |
| Builders Level w/ Tripod and Rod               | \$ 24.00  | \$ 75.00  | \$ 195.00   | ea |
| Concrete Curing Box - 35" - 110 Volt           | \$ 38.00  | \$ 90.00  | \$ 245.00   | ea |
| Concrete Cure and Temperature Meter            | \$ 69.00  | \$ 188.00 | \$ 531.00   | ea |
| Dynometer - Digital                            | \$ 19.00  | \$ 44.00  | \$ 125.00   | ea |
| Laser, Grade - Single Slope                    | \$ 55.00  | \$ 156.00 | \$ 469.00   | ea |
| Laser, Interior - Hilti PM10 and Rotary Laser  | \$ 55.00  | \$ 85.00  | \$ 225.00   | ea |
| Laser, Elite Interior - PL30 w/Power Tripod    | \$ 150.00 | \$ 425.00 | \$ 1,175.00 | ea |
| Laser, Plumb Bob - Red Beam - PLS              | \$ 13.00  | \$ 31.00  | \$ 94.00    | ea |
| Laser, Hand-held Range Meter - Hilti PD-4      | \$ 13.00  | \$ 31.00  | \$ 56.00    | ea |
| Magnetic Utility Locator - Metal Detector      | \$ 44.00  | \$ 113.00 | \$ 313.00   | ea |
| Moisture Meter - Wood, Drywall, Brick          | \$ 13.00  | \$ 31.00  | \$ 56.00    | ea |
| Particle Counter                               | \$ 94.00  | \$ 313.00 | \$ 938.00   | ea |
| Rebar Detector/Stud Finder - 18Volt Milwaukee  | \$ 40.00  | \$ 65.00  | \$ 175.00   | ea |
| Total Station                                  | \$ 105.00 | \$ 313.00 | \$ 625.00   | ea |
| Total Station, Robotic - Trimble/Leica         | \$ 163.00 | \$ 812.00 | \$ 3,250.00 | ea |
| Total Station, Robotic 3D Scanner - Leica      | \$ 173.00 | \$ 863.00 | \$ 3,450.00 | ea |



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| Description                        |          |           |           | Unit of Measure |
|------------------------------------|----------|-----------|-----------|-----------------|
|                                    | Day      | Week      | Month     |                 |
| Rental Rates Good for Year 2019    |          |           |           |                 |
| Data Collector - Trimble or Ranger | \$ 65.00 | \$ 188.00 | \$ 563.00 | ea              |
| 360 Degree Multi-Track Receiver    | \$ 40.00 | \$ 110.00 | \$ 300.00 | ea              |
| Transit - Non-Digital              | \$ 35.00 | \$ 100.00 | \$ 280.00 | ea              |
| Transit - Digital                  | \$ 50.00 | \$ 125.00 | \$ 345.00 | ea              |
| Trans Pointer Locator (Hilti)      | \$ 19.00 | \$ 44.00  | \$ 119.00 | ea              |

| <b>Material Handling Equipment: Class 010</b>              |             |             |             |    |
|------------------------------------------------------------|-------------|-------------|-------------|----|
| Chainfall - 2 Ton Manual - 15' to 25' Fall                 | \$ 31.00    | \$ 94.00    | \$ 244.00   | ea |
| Chainfall - 3 Ton Manual - 15' to 25' Fall                 | \$ 38.00    | \$ 100.00   | \$ 263.00   | ea |
| Craneable Pallet Forks                                     | \$ 45.00    | \$ 125.00   | \$ 375.00   | ea |
| Drywall Lift - Biljax                                      | \$ 31.00    | \$ 75.00    | \$ 219.00   | ea |
| Engine Hoist - 1,500lb - Portable                          | \$ 38.00    | \$ 106.00   | \$ 275.00   | ea |
| Fork Lift, Straight Mast - 4 to 5,000 lb                   | \$ 169.00   | \$ 438.00   | \$ 1,188.00 | ea |
| <b>Forklift, Reach</b> - 5,000 lb - 19' Genie - RT         | \$ 425.00   | \$ 1,150.00 | \$ 2,525.00 | ea |
| <b>Forklift, Reach</b> - 8 to 9,000 lb - 45' Gradall - RT  | \$ 565.00   | \$ 1,615.00 | \$ 3,300.00 | ea |
| <b>Fork Lift, Reach</b> - 10,000 lb - 45' Gradall - RT     | \$ 675.00   | \$ 1,800.00 | \$ 3,650.00 | ea |
| <b>Fork Lift, Reach</b> - 10,000 lb - 55' Gradall - RT     | \$ 900.00   | \$ 1,900.00 | \$ 3,950.00 | ea |
| <b>Fork Lift, Reach</b> - 12,000 lb - 55' Caterpillar - RT | \$ 1,000.00 | \$ 2,200.00 | \$ 6,500.00 | ea |
| Forklift Delivery Fee - Metro Denver                       | \$ 400.00   |             |             | ea |
| Forklift Pickup Fee - Metro Denver                         | \$ 400.00   |             |             | ea |
| Forklift Delivery Fee - 60 miles Outside Metro Denver      | \$ 500.00   |             |             | ea |
| Forklift Pickup Fee - 60 miles Outside Metro Denver        | \$ 500.00   |             |             | ea |
| Forklift Bucket - 2 Yard                                   | \$ 31.00    | \$ 94.00    | \$ 281.00   | ea |
| Forklift JLG Fork Extensions - 90"                         | \$ 75.00    | \$ 150.00   | \$ 275.00   | ea |
| Forklift Trash Dumper - 1/2 Yard Small Blue                | \$ 20.00    | \$ 45.00    | \$ 125.00   | ea |
| Forklift Trash Dumper - 1 - 3 Yard - Large                 | \$ 30.00    | \$ 75.00    | \$ 225.00   | ea |
| Clamshell Bucket - 2 yd - Cam-Lever                        | \$ 45.00    | \$ 135.00   | \$ 425.00   | ea |
| Trash Handling Bucket - 2 yd - Flyable                     | \$ 65.00    | \$ 185.00   | \$ 550.00   | ea |
| Forklift Truss Boom                                        | \$ 63.00    | \$ 188.00   | \$ 500.00   | ea |
| Forklift Crane Hook Attachment - 10,000#                   | \$ 19.00    | \$ 75.00    | \$ 225.00   | ea |
| Material Lift - 24' Duct Hoist                             | \$ 75.00    | \$ 194.00   | \$ 550.00   | ea |
| Man/Material Hoist, Hek/Pecco w/20ft tower                 | \$ 813.00   | \$ 2,438.00 | \$ 7,188.00 | ea |
| Man/Material Hoist 5' tower sections, Hek/Pecco            | \$ 13.00    | \$ 25.00    | \$ 63.00    | ea |
| Material Box, 5000 lb Capacity, Craneable                  | \$ 75.00    | \$ 188.00   | \$ 525.00   | ea |
| Pallet Jack - Mini - 5500 lb                               | \$ 25.00    | \$ 50.00    | \$ 131.00   | ea |
| Pallet Jack - Rollift - 4500 lb                            | \$ 19.00    | \$ 44.00    | \$ 119.00   | ea |
| Pallet Jack - Electric 4000# - 48" Yale MPB040             | \$ 69.00    | \$ 156.00   | \$ 500.00   | ea |
| Picking Beam - 4-Way - Gray                                | \$ 44.00    | \$ 125.00   | \$ 356.00   | ea |
| Picking Beams - 18'                                        | \$ 13.00    | \$ 50.00    | \$ 150.00   | ea |
| Picking Frame - Concrete Cores - 10' x 27'                 | \$ 38.00    | \$ 81.00    | \$ 225.00   | ea |
| Porta Power w/pump, 10 to 20 Ton                           | \$ 25.00    | \$ 63.00    | \$ 188.00   | ea |
| Porta Power w/pump, 30 to 50 Ton                           | \$ 30.00    | \$ 75.00    | \$ 225.00   | ea |
| Porta Power 14 Ton Flange Spreader                         | \$ 45.00    | \$ 135.00   | \$ 400.00   | ea |

\*\* Transportation \$185.00 per hour

| <b>Miscellaneous Equipment: Class 080</b>        |          |          |           |    |
|--------------------------------------------------|----------|----------|-----------|----|
| Air/Gas Monitor                                  | \$ 15.00 | \$ 45.00 | \$ 95.00  | ea |
| Air/Gas Monitor - Confined Space                 | \$ 25.00 | \$ 75.00 | \$ 190.00 | ea |
| Appliance Dolly                                  | \$ 6.00  | \$ 19.00 | \$ 44.00  | ea |
| Barricades - 10' Concrete                        | \$ 6.00  | \$ 19.00 | \$ 44.00  | ea |
| Barricades - 8' Plastic Waterfill - Interlocking | \$ 6.00  | \$ 19.00 | \$ 55.00  | ea |
| Cart, Drywall, 4-Wheel                           | \$ 19.00 | \$ 38.00 | \$ 94.00  | ea |
| Cart, Flat 3' x 6', 4-Wheel                      | \$ 13.00 | \$ 25.00 | \$ 63.00  | ea |

**Gerald H. Phipps, Inc.**  
**GH Phipps Equipment Rental Rates**

| Description                                                                                                  |           |           |             | Unit of Measure |
|--------------------------------------------------------------------------------------------------------------|-----------|-----------|-------------|-----------------|
|                                                                                                              | Day       | Week      | Month       |                 |
| <b>Rental Rates Good for Year 2019</b>                                                                       |           |           |             |                 |
| Concrete Block w/Handle - 130# Counterweight                                                                 | \$ 1.00   | \$ 3.00   | \$ 6.00     | ea              |
| Cord/Hose Protection Ramps - 36" Sections                                                                    | \$ 4.00   | \$ 8.00   | \$ 19.00    | ea              |
| Cones - Orange Traffic Control                                                                               | \$ 2.00   | \$ 4.00   | \$ 10.00    | ea              |
| Deliniator Posts - Orange Traffic Control                                                                    | \$ 3.00   | \$ 6.00   | \$ 14.00    | ea              |
| Door Protectors - Cardboard                                                                                  | \$ 3.00   | \$ 7.00   | \$ 12.00    | ea              |
| Door Jam Protectors                                                                                          | \$ 1.00   | \$ 2.00   | \$ 4.00     | ea              |
| Fire Extinguishers                                                                                           | \$ 0.30   | \$ 1.50   | \$ 6.00     | ea              |
| Fire Extinguisher Plastic Stands - Red                                                                       | \$ 0.60   | \$ 3.00   | \$ 12.00    | ea              |
| Fuel Caddy - 30 Gallon w/Pump                                                                                | \$ 6.00   | \$ 19.00  | \$ 56.00    | ea              |
| Kelly Panels - 4' x 12' or 48 sq ft each                                                                     | \$ 12.00  | \$ 30.00  | \$ 60.00    | ea              |
| Moving Blankets - 6' x 7'                                                                                    | \$ 1.00   | \$ 3.00   | \$ 5.00     | ea              |
| Ride-on Lawnmower - 18HP - 42"                                                                               | \$ 156.00 | \$ 469.00 | \$ 1,250.00 | ea              |
| Road Plates - 1" Plate - 5' x 8'                                                                             | \$ 75.00  | \$ 125.00 | \$ 275.00   | ea              |
| Rumble Plates - 1" Plate - 8' x 10'                                                                          | \$ 75.00  | \$ 125.00 | \$ 250.00   | ea              |
| Road Plate "Single Leg" Sling                                                                                | \$ 3.00   | \$ 8.00   | \$ 25.00    | ea              |
| RotoRooter - 100' Snake                                                                                      | \$ 69.00  | \$ 188.00 | \$ 531.00   | ea              |
| Shelving - HD 60" - 3 to 4 Shelf Units                                                                       | \$ 5.00   | \$ 15.00  | \$ 40.00    | ea              |
| Signs - Small, No Parking, Etc. on Stands                                                                    | \$ 3.00   | \$ 5.00   | \$ 12.00    | ea              |
| Signs - Large Orange, Detour, Etc. on Stands                                                                 | \$ 5.00   | \$ 9.00   | \$ 24.00    | ea              |
| Snow Blower, 8HP, Gas                                                                                        | \$ 81.00  | \$ 169.00 | \$ 344.00   | ea              |
| Stormwater Silt Sifter Tube - 4' - Big Red                                                                   | \$ 4.00   | \$ 8.00   | \$ 18.00    | ea              |
| Stormwater Silt Sifter Tube - 8' - Big Red                                                                   | \$ 5.00   | \$ 10.00  | \$ 26.00    | ea              |
| Traffic Barrels - Orange Reflective w/Base                                                                   | \$ 4.00   | \$ 9.00   | \$ 25.00    | ea              |
| Water Infiltration Kit - Trash Buggy w/lid, Pump w/hose, Wet Vacuum, Shut-gun, Funnel, cords, squeegee, etc. | \$ 7.00   | \$ 19.00  | \$ 75.00    | ea              |
| Water Tank, 500 Gallon, Portable                                                                             | \$ 13.00  | \$ 38.00  | \$ 119.00   | ea              |
| Weedeater - 2 Cycle Gas                                                                                      | \$ 31.00  | \$ 94.00  | \$ 250.00   | ea              |
| Weed Mower - Walk-behind - Gas                                                                               | \$ 81.00  | \$ 219.00 | \$ 594.00   | ea              |
| <b>Pumps and Pressure Washers: Class 020</b>                                                                 |           |           |             |                 |
| Pump - 2" Centrifugal Trash - Gas                                                                            | \$ 63.00  | \$ 188.00 | \$ 563.00   | ea              |
| Pump - 3" Centrifugal Trash - Gas                                                                            | \$ 119.00 | \$ 219.00 | \$ 688.00   | ea              |
| Pump - 4" Centrifugal Trash - Gas                                                                            | \$ 119.00 | \$ 344.00 | \$ 969.00   | ea              |
| Pump - 1.5" Submersible                                                                                      | \$ 44.00  | \$ 131.00 | \$ 438.00   | ea              |
| Pump - 2" Submersible                                                                                        | \$ 50.00  | \$ 169.00 | \$ 500.00   | ea              |
| Pump - 3" Submersible                                                                                        | \$ 79.00  | \$ 266.00 | \$ 788.00   | ea              |
| Suction Hose - 20'                                                                                           | \$ 10.00  | \$ 31.00  | \$ 94.00    | ea              |
| Discharge Hose - 50'                                                                                         | \$ 9.00   | \$ 25.00  | \$ 63.00    | ea              |
| Fire Hose - 1-1/2" x 50'                                                                                     | \$ 13.00  | \$ 38.00  | \$ 106.00   | ea              |
| Fire Hose - 2-1/2" x 50'                                                                                     | \$ 15.00  | \$ 44.00  | \$ 125.00   | ea              |
| Pressure Washer, Gas, Electric - 1500 to 3200 psi                                                            | \$ 85.00  | \$ 250.00 | \$ 685.00   | ea              |
| Pressure Washer, Gas - 4200 psi - 4gpm                                                                       | \$ 115.00 | \$ 310.00 | \$ 825.00   | ea              |
| Pressure Washer - Hot Water - 1300 psi                                                                       | \$ 131.00 | \$ 313.00 | \$ 813.00   | ea              |
| Water Meter w/Backflow - Denver Water Only                                                                   | \$ 25.00  | \$ 70.00  | \$ 210.00   | ea              |
| <b>Radio's, Charger's, and Tattletale's Class 030</b>                                                        |           |           |             |                 |
| Portable Two Way FM Radio (Motorola)                                                                         | \$ 13.00  | \$ 50.00  | \$ 138.00   | ea              |
| Bird-X - Ultrasonic Bird Deterant System                                                                     | \$ 3.00   | \$ 13.00  | \$ 38.00    | ea              |
| Cellular Phone                                                                                               | \$ 13.00  | \$ 38.00  | \$ 75.00    | ea              |
| Digital Pager                                                                                                | \$ 6.00   | \$ 19.00  | \$ 44.00    | ea              |
| Security System Alarm - Tattletale                                                                           | \$ 25.00  | \$ 69.00  | \$ 195.00   | ea              |
| Monthly Monitoring from Tattletale                                                                           | \$ 50.00  | \$ 50.00  | \$ 50.00    | ea              |
| Security System Alarm - XT50 Rapid Deployment                                                                | \$ 56.00  | \$ 56.00  | \$ 156.00   | ea              |

**Gerald H. Phipps, Inc.**  
**GH Phipps Equipment Rental Rates**

| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |           |           |             | Unit of Measure |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------|-------------|-----------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Day       | Week      | Month       |                 |
| Rental Rates Good for Year 2019                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |           |           |             |                 |
| Monthly Monitoring from Holder Security                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$ 50.00  | \$ 50.00  | \$ 50.00    | ea              |
| Wireless Card                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$ 4.00   | \$ 21.00  | \$ 88.00    | ea              |
| Konica-Minolta Copier                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$ 21.00  | \$ 109.00 | \$ 479.00   | ea              |
| <b>Trailers and Storage Units: Class 040</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |           |           |             |                 |
| Trailer, Office - 7 x 14ft Special Projects                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$ 50.00  | \$ 95.00  | \$ 275.00   | ea              |
| Trailer, Office - 8 x 20 to 24 ft furnished                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$ 65.00  | \$ 120.00 | \$ 345.00   | ea              |
| Trailer, Office - 10 x 40 to 48ft furnished                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$ 100.00 | \$ 175.00 | \$ 525.00   | ea              |
| Trailer, Office - 12 x 48 to 60ft furnished                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$ 125.00 | \$ 225.00 | \$ 625.00   | ea              |
| Trailer, Office - Double Wide - 28 x 70ft furnished                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$ 300.00 | \$ 850.00 | \$ 2,450.00 | ea              |
| Trailer, Semi, Office and Storage (OTR)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$ 55.00  | \$ 150.00 | \$ 450.00   | ea              |
| Trailer, Single Axle, Equipment Hauler                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$ 44.00  | \$ 106.00 | \$ 281.00   | ea              |
| Trailer, Tandem Axle, Equipment Hauler                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$ 63.00  | \$ 156.00 | \$ 438.00   | ea              |
| Trailer, Single Axle, 12' Enclosed Box Hauler                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$ 75.00  | \$ 150.00 | \$ 425.00   | ea              |
| Trailer, Tandem Axle, 16' Hydraulic Dump                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$ 81.00  | \$ 188.00 | \$ 563.00   | ea              |
| Trailer, Tandem Axle, 500 Gallon Water Tank                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$ 95.00  | \$ 250.00 | \$ 725.00   | ea              |
| Storage Containers - Conex 10' to 15'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$ 15.00  | \$ 30.00  | \$ 85.00    | ea              |
| Storage Containers - Conex 20'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$ 25.00  | \$ 75.00  | \$ 120.00   | ea              |
| Storage Containers - 20' Delivery Fee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$ 100.00 |           |             | ea              |
| Storage Containers - 20' Pickup Fee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$ 100.00 |           |             | ea              |
| Storage Containers - Conex 40'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$ 30.00  | \$ 85.00  | \$ 155.00   | ea              |
| Portable Canvas Storage Hut - 20' x 30'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$ 31.00  | \$ 75.00  | \$ 219.00   | ea              |
| <b>Emergency Response Trailer - Single Axle</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |           |           |             |                 |
| Includes: 4 Submersible Pumps and Hoses, 2 - Shop/Wet Vacs w/ attachments, Phipps Water Infiltration Kit, 4 Carpet Fans, Lumber, Poly, Carpet Mask, Squeegees, Brooms, Shovels, and 4ea 12/3 Extension Cords.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$ 250.00 | \$ 750.00 | \$ 2,100.00 | ea              |
| Fire Storage Cabinet - Yellow                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$ 16.00  | \$ 34.00  | \$ 99.00    | ea              |
| Guard Shack, Portable Skid Mount                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$ 63.00  | \$ 125.00 | \$ 344.00   | ea              |
| <b>Gang Box - Carpenter's w/Tools</b> - 2ea 18V Drill or Impact Drivers or 1 of ea, 2ea Circular Saws, 1ea Sawzall, 2ea 1/2" Drills, 1ea SDS RotoHammer, 1ea Jigsaw, 1ea 4-1/2" Angle Grinder, 1ea 2" Submersible Pump, 4ea GFCI - 3-Ways and 4ea 12/3 Extension Cords.                                                                                                                                                                                                                                                                                                                                                                                                                                   |           |           |             |                 |
| \$ 44.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$ 125.00 | \$ 250.00 | ea          |                 |
| <b>Gang Box-Concrete Services w/ Tools</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |           |           |             |                 |
| Rate Includes: Gang Box, 14" Gas Demolition Saw, Hilti TE-7DRS Dustless Rotohammer, Hilti TE-76 Rotohammer, 1/2" Electric Drill, Portable Band Saw, 10 Ton PortaPower, Elec. Rebar Cutter, Builders Level, Flat Laser w/tripod and rod, 2" Submersible Pump, Plumbob Laser, Portaband Saw, Torch Kit less/tanks, 1/2" Electric Impact, 7-14" Circular Saw, 4-1/4" Grinder w/silica dust-guard, 7" Angle Grinder, Cordless Drill/Impact Combo Kit, "Backup" Concrete Vibrator, Reciprocating Sawzall, 50' x 2" Hose 2" Submersible Pump w/50' Hose, Hepa/Silica Shop Vac w/attach. Hilti TE-DRSY Dust Extraction Kit, DeWalt Dust Extractor Adapter, 2 each GFCI Shock Shields, 4 each 50' Extension Cords | \$ 250.00 | \$ 750.00 | \$ 1,450.00 | ea              |
| <b>Gang Box - Concrete Crew-Box #2 w/ Tools</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |           |           |             |                 |
| Rate Includes: Gang Box, 14" Gas Demolition Saw, Hilti TE-7DRS Dustless Rotohammer, Hilti TE-70ATC Rotohammer, 7-1/4" Worm Drive Circular Saw, Electric Rebar Cutter, 4-1/4" Grinder w/silica dust-guard, Cordless Drill/Impact Combo Kit, Plumbob Laser, Hilti TE-DRSY Dust Extraction Kit, DeWalt Dust Extractor Adapter, Hepa/Silica Shop Vac w/attachments, Builders Level w/legs and rod                                                                                                                                                                                                                                                                                                             | \$ 175.00 | \$ 525.00 | \$ 1,150.00 | ea              |



**Gerald H. Phipps, Inc.**  
**GH Phipps Equipment Rental Rates**

| Description                                                                                                                   |          |           |           | Unit of Measure |
|-------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|-----------------|
|                                                                                                                               | Day      | Week      | Month     |                 |
| Rental Rates Good for Year 2019                                                                                               |          |           |           |                 |
| Reciprocating Sawzall, 2 each GFCI Shock Shields,<br>4 each 50' Extension Cords<br><b>REQUIRED ADDITIONAL CREW GANG BOXES</b> |          |           |           |                 |
| Gang Box - Bare - No Tools                                                                                                    | \$ 10.00 | \$ 20.00  | \$ 45.00  | ea              |
| Gang Box, Data Vault Portable Blue Beam Station                                                                               | \$ 55.00 | \$ 135.00 | \$ 415.00 | ea              |
| Gang Box, Portable Field Station                                                                                              | \$ 19.00 | \$ 56.00  | \$ 175.00 | ea              |

| <b>Trucks and Other Vehicles: Class 050</b>          |           |             |             |    |
|------------------------------------------------------|-----------|-------------|-------------|----|
| Fuel Tank and Pump for PU Truck                      | \$ 10.00  | \$ 20.00    | \$ 55.00    | ea |
| Truck, 1/2 Ton, 2WD, Std. Cab, Gas                   | \$ 150.00 | \$ 450.00   | \$ 1,350.00 | ea |
| Truck, 1/2 Ton, 4WD, Ext/Crew Cab, Gas               | \$ 185.00 | \$ 550.00   | \$ 1,550.00 | ea |
| Truck, Compact 4WD, Ext. Cab, Gas                    | \$ 175.00 | \$ 500.00   | \$ 1,450.00 | ea |
| Truck, 3/4 Ton, 2WD, Std. Cab, Gas                   | \$ 175.00 | \$ 500.00   | \$ 1,450.00 | ea |
| Truck, 3/4 Ton, 4WD, Ext/Crew Cab, Gas               | \$ 200.00 | \$ 575.00   | \$ 1,650.00 | ea |
| Truck, 1 Ton, 4WD, Std. Cab, Gas                     | \$ 200.00 | \$ 575.00   | \$ 1,650.00 | ea |
| Utility Service Box Insert for 3/4 Ton+              | \$ 55.00  | \$ 125.00   | \$ 300.00   | ea |
| Truck, 3/4 Ton, 2WD - job site vehicle only          | \$ 175.00 | \$ 500.00   | \$ 1,450.00 | ea |
| Truck, 1 Ton, Utility Bed, Gas, 2WD                  | \$ 200.00 | \$ 600.00   | \$ 1,700.00 | ea |
| Truck, 1 Ton, Utility Bed, Gas, 4WD                  | \$ 225.00 | \$ 650.00   | \$ 1,850.00 | ea |
| Truck, 1 Ton, Stake Bed, Lift Gate, Gas              | \$ 125.00 | \$ 550.00   | \$ 1,650.00 | ea |
| Truck, 2 Ton, Flatbed, Diesel - F650                 | \$ 300.00 | \$ 800.00   | \$ 2,750.00 | ea |
| Truck, 2 Ton, Flatbed Rollback, Diesel - F650        | \$ 450.00 | \$ 1,200.00 | \$ 3,650.00 | ea |
| Truck, 2 Ton, Flatbed Dump, Gas                      | \$ 275.00 | \$ 850.00   | \$ 2,650.00 | ea |
| Truck, Water, 2000 Gallon, Diesel                    | \$ 400.00 | \$ 1,025.00 | \$ 3,050.00 | ea |
| Van - Survey and Layout - Cargo style w/shelves, Gas | \$ 145.00 | \$ 400.00   | \$ 1,250.00 | ea |
| Van - 12 to 15 Passenger, Gas                        | \$ 225.00 | \$ 650.00   | \$ 1,850.00 | ea |
| All Terrain 4X4 Cart - 2 Seats - Gas                 | \$ 75.00  | \$ 225.00   | \$ 650.00   | ea |
| All Terrain 4X4 Cart - 4 Seats, Cab, Snow Plow - Gas | \$ 145.00 | \$ 425.00   | \$ 1,225.00 | ea |
| Golf Cart                                            | \$ 45.00  | \$ 125.00   | \$ 350.00   | ea |

| <b>Vacuum Cleaners and Sweepers: Class 060</b>  |           |           |             |    |
|-------------------------------------------------|-----------|-----------|-------------|----|
| Vacuum, Hepa - Euro 930                         | \$ 8.00   | \$ 19.00  | \$ 55.00    | ea |
| Vacuum - Hepa - Alto 8 Gallon                   | \$ 8.00   | \$ 19.00  | \$ 55.00    | ea |
| Vacuum - Hepa - Alto 14 Gallon                  | \$ 10.00  | \$ 30.00  | \$ 90.00    | ea |
| Vacuum, Hepa Filter - 3M Suitcase               | \$ 6.00   | \$ 15.00  | \$ 40.00    | ea |
| Vacuum, Shop - Rigid - Wet/Dry - 15 Gallon      | \$ 13.00  | \$ 31.00  | \$ 94.00    | ea |
| Vacuum, Super Suction (NSS)                     | \$ 38.00  | \$ 106.00 | \$ 313.00   | ea |
| Vacuum, Upright                                 | \$ 13.00  | \$ 31.00  | \$ 94.00    | ea |
| Sweeper - Walk Behind                           | \$ 56.00  | \$ 156.00 | \$ 438.00   | ea |
| Sweeper, Ride-on, Gas                           | \$ 188.00 | \$ 563.00 | \$ 1,563.00 | ea |
| Sweeper, Side-cast - Riding - 3 Wheel - Towable | \$ 281.00 | \$ 750.00 | \$ 2,188.00 | ea |
| Broom Wear Charge - Normal Wear                 | \$ 38.00  | \$ 106.00 | \$ 313.00   | ea |
| Charge wear charge with every broom rental      |           |           |             |    |
| Sweeper, Side-cast - Riding - 3 Wheel           | \$ 281.00 | \$ 750.00 | \$ 2,188.00 | ea |
| Broom Wear Charge - Normal Wear                 | \$ 38.00  | \$ 106.00 | \$ 313.00   | ea |
| Charge wear charge with every broom rental      |           |           |             |    |

| <b>Welding Equipment: Class 070</b>   |          |           |           |    |
|---------------------------------------|----------|-----------|-----------|----|
| Welder, 250 Amp, Diesel, Portable     | \$ 63.00 | \$ 181.00 | \$ 531.00 | ea |
| Welder, 200 Amp, Gas/Diesel, Portable | \$ 56.00 | \$ 156.00 | \$ 469.00 | ea |
| Welding Cable, 50' w/Stinger          | \$ 10.00 | \$ 25.00  | \$ 63.00  | ea |
| Welding Cable, 50' w/Ground Clamp     | \$ 6.00  | \$ 19.00  | \$ 56.00  | ea |

**Gerald H. Phipps, Inc.**  
**GH Phipps Equipment Rental Rates**

| Description                                                                                                             |          |           |           | Unit of Measure |
|-------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|-----------------|
|                                                                                                                         | Day      | Week      | Month     |                 |
| Rental Rates Good for Year 2019                                                                                         |          |           |           |                 |
| Welder, Wire Feed, 135 Amp                                                                                              | \$ 38.00 | \$ 106.00 | \$ 313.00 | ea              |
| Welder, Wire Feed, 255 Amp                                                                                              | \$ 44.00 | \$ 125.00 | \$ 375.00 | ea              |
| Plasma Cutter - Kit - 110/220 Volt                                                                                      | \$ 50.00 | \$ 138.00 | \$ 406.00 | ea              |
| Torch Kit, Bottles, Regulators, Hoses, Torch                                                                            | \$ 38.00 | \$ 113.00 | \$ 344.00 | ea              |
| Oxygen Cylinder Only - #2 and #4 - 125 to 251CF                                                                         | \$ 1.00  | \$ 3.00   | \$ 8.00   | ea              |
| Acetylene Cylinder Only - #9 - 100CF                                                                                    | \$ 1.00  | \$ 3.00   | \$ 8.00   | ea              |
| Torch Kit Cart, Craneable w/metal tank divider                                                                          | \$ 10.00 | \$ 20.00  | \$ 55.00  | ea              |
| Carbon Dioxide Cylinder Only - #2 and #4 - 25-50#                                                                       | \$ 1.00  | \$ 3.00   | \$ 8.00   | ea              |
| Propane Cylinder Only - 100#                                                                                            | \$ 1.00  | \$ 3.00   | \$ 8.00   | ea              |
| <i>These Rental Rates are reviewed by GH Phipps, Inc. on a periodic basis and are subject to change without notice.</i> |          |           |           |                 |

**EXHIBIT O**  
**BILLING RATES FOR SALARIED PERSONNEL**

### **Billing Rates for Salaried Personnel**

|                          |          |
|--------------------------|----------|
| Project Director         | \$141.59 |
| Project Manager          | \$114.63 |
| General Superintendent   | \$144.52 |
| Superintendent           | \$116.45 |
| Assistant Superintendent | \$88.64  |
| Project Engineer         | \$60.40  |
| Project Coordinator      | \$45.72  |
| Scheduler                | \$81.48  |
| MEP Coordinator          | \$89.07  |
| BIM/VDC Manager          | \$92.58  |

**EXHIBIT P**

[RESERVED]

**EXHIBIT Q**  
**GMP Proposal**

**Maintenance & Operations Facility Renovation - GMP Summary**

8/28/2019

| <u>Line #</u>    | <u>Description</u>                       | GH Phipps<br><u>GMP Proposal</u> |
|------------------|------------------------------------------|----------------------------------|
| 1                | Substructure                             | \$ 52,758                        |
| 2                | Structure                                | \$ 50,345                        |
| 3                | Exteriors, Walls and Re-roof             | \$ 857,934                       |
| 4                | Interiors                                | \$ 179,252                       |
| 5                | Equipment & Furnishings                  | \$ 148,242                       |
| 6                | Mechanical                               | \$ 550,232                       |
| 7                | Electrical                               | \$ 779,642                       |
| 8                | Selective Demolition                     | \$ 85,116                        |
| 9                | Building Sitework                        | \$ 886,090                       |
| 10               | Add/Alternate #1 - Fleet Maint. Fit-out  | \$ 772,748                       |
| 11               | General Conditions                       | \$ 423,075                       |
| 12               | Const. Contingency, Ins., Bonds, Permits | \$ 176,642                       |
| 13               | CM/GC Fee                                | \$ 173,348                       |
| <b>TOTAL GMP</b> |                                          | <b>\$ 5,135,422</b>              |
|                  | Owner's Contingency in Contract          | \$ 200,000                       |
|                  | Total Contract Amount                    | \$ 5,335,422                     |

## **EXHIBIT R**

### **Self-Performed Work Proposal**

It is GH Phipps Construction Companies' intent to self-perform the following scopes:

- Rough Carpentry – Backing and Blocking
- Doors, Frames & Hardware Installation
- Storm Water Management / Erosion Control Maintenance
- Cleaning
- Preparation and protection of surfaces
- Safety construction
- Miscellaneous other scopes of work that subcontractors have excluded from their proposals, but are required to complete the project

**EXHIBIT S**  
**ACORD Certificate of Insurance**





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Policy Number:  
ZAGLB9220103

COMMERCIAL GENERAL LIABILITY  
CG20100704

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s)                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Location(s) Of Covered Operations |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| <p>ALL PARTIES EXCEPT PARTICIPANTS OF CONTROLLED INSURANCE PROGRAMS, WHERE REQUIRED BY A WRITTEN CONTRACT. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY WITH ANY OTHER INSURANCE WHERE THE WRITTEN CONTRACT REQUIRES THAT THIS INSURANCE BE PRIMARY AND NON-CONTRIBUTORY. WHEN THE INSURANCE PROVIDED BY THIS ENDORSEMENT IS PRIMARY AND NON-CONTRIBUTORY, WE WILL NOT SEEK ANY CONTRIBUTION FROM ANY OTHER INSURANCE POLICY AVAILABLE TO THE ADDITIONAL INSURED ON WHICH THE ADDITIONAL INSURED IS A NAMED INSURED.</p> |                                   |

A. Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICYNUMBER: ZAGLB9220103

COMMERCIAL GENERAL LIABILITY  
CG20370704

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS—COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s)<br>Or Organization(s):                                                                                              | Location And Description Of Completed Operations |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| ANY PERSON OR ORGANIZATION<br>WHOM YOU ARE REQUIRED TO ADD<br>AS AN ADDITIONAL INSURED ON<br>THIS POLICY UNDER WRITTEN<br>CONTRACT OR WRITTEN AGREEMENT. | ALL LOCATIONS OF THE INSURED                     |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.                                                   |                                                  |

Section 3 – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement is effective on the inception date of the policy unless another date is indicated below.

**SECTION II -- LIABILITY COVERAGE, 1. WHO IS AN INSURED** is amended to include as an Insured the person(s) or organization(s) named in the Schedule below, but only with respect to their legal liability for acts or omissions of the person for whom Liability Coverage is afforded under this policy. You are authorized to act for the additional insured named in the Schedule in all matters pertaining to this insurance.

**SCHEDULE**

**Named Address of Additional Insured:**

**ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE SPECIFICALLY AGREED IN WRITING TO PROVIDE ADDITIONAL INSURED STATUS UNDER THIS POLICY**

All other terms and conditions of this Policy remain unchanged.

**Endorsement Number:**

**Policy Number:** ZACAT9242203

**Named Insured:** GERALD H. PHIPPS, INC.

**Endorsement Effective Date:** 10/01/2019 Standard Time at the First Named Insured's address.

POLICYNUMBER: ZAGLB9220103

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 08

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Person Or Organization:

AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT PRIOR TO A LOSS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph B, Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: ZACAT9242203

COMMERCIAL AUTO  
CA 04 44 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

**SCHEDULE**

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER  
IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED  
SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 13**

**POLICYNUMBER:** ZAWCI9389303

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHER ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

**ALL PERSONS OR ORGANIZATIONS, AS REQUIRED PER WRITTEN CONTRACT OR AGREEMENT**

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

Endorsement Effective

Policy No.

Endorsement No.

Insured **GERALD H. Phipps, INC.**

Premium \$ **INCL.**

Insurance Company **ARCH INSURANCE COMPANY**

Countersigned By \_\_\_\_\_





**Exhibit T**  
**ROCIP Insurance**  
**Requirements**

**EXHIBIT T**  
**City and County of Denver (CCD)/ National Western Center**  
**Insurance Requirements including participation in the**  
**CCD Rolling Owner Controlled Insurance Program(ROCIP)**

**1. General Information**

The City and County of Denver has arranged for certain construction activities at the National Western Center to be insured under a Rolling Owner Controlled Insurance Program (ROCIP). A ROCIP is a single insurance program that insures the City and County of Denver, the Contractor and Subcontractors of any tier, and other designated parties (Enrolled Parties), for work performed at the project site. Certain trade contractors and subcontractors are ineligible for this program. See Excluded Parties under the definitions section 3.8.F for a complete list of excluded parties. Insurance requirements will be determined based on the scope of work.

|                                                             | ROCIP <sup>1</sup> | Auto Liability | Off-site WC | Off-Site General Liability | On-Site WC | On-Site General Liability | Professional Liability | Contractor Pollution Liability |
|-------------------------------------------------------------|--------------------|----------------|-------------|----------------------------|------------|---------------------------|------------------------|--------------------------------|
| <b>Pre-construction and site wide professional services</b> |                    | √              | √           | √                          | √          | √                         | √                      |                                |
| <b>Construction</b>                                         | √                  | √              | √           | √                          |            |                           |                        |                                |

<sup>1</sup> ROCIP coverage to include on-site WC, on-site General Liability, Builders' Risk, and Contractors Pollution Liability

<sup>2</sup> Coverage to be based on scope of work. ROCIP not applicable to contractors providing work as described under Excluded Parties

**2. Insurance Requirements for Non-ROCIP Contractors and Subcontractors (Excluded Parties)**

Contractor and each Subcontractor and its lower-tier subcontractors shall require all Excluded Parties, as defined in section 3.8.F, to provide and maintain insurance of the type and in limits as set forth in the Contractor Subcontract Agreement. Such insurance shall include at minimum:

**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

**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, with the City and County of Denver included as Additional Insured.

**Business Automobile Liability:** Contractor shall maintain Business Automobile

## EXHIBIT T - page 2 of 15

Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

**Professional Liability (Errors & Omissions):** All Contractors and Subcontractors performing design, engineering, or pre-construction work shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Policy shall include a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

**Contractors Pollution Liability:** All Contractors and Subcontractors performing demolition, trenching, or excavation work shall maintain minimum limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate. Policy to include bodily injury; property damage including loss of use of damaged property; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and clean up costs. Policy shall a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

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### **3. Insurance Requirements for ROCIP Enrolled Contractors and Subcontractors**

**3.1 Insurance Provided by the CCD ROCIP.** The City retains the right to have this Project insured under an Owner Controlled Insurance Program (CCD ROCIP). Coverage under such CCD ROCP shall be provided for Workers' Compensation & Employer's Liability, General Liability, Excess Liability, Contractors Pollution Liability and Builders Risk as outlined herein and as defined by the respective policies for each coverage, for the period from the start of Work through completion and final acceptance by the City except as otherwise provided herein.

**3.2 Enrollment Required.** Parties performing labor or services at the Project Site are eligible to enroll in the CCD ROCIP, unless they are Excluded Parties (as defined herein). Participation in the CCD ROCIP is mandatory but not automatic. Parties eligible for enrollment shall follow the procedures and use the forms provided in the CCD ROCIP Insurance Manual to enroll in the CCD ROCIP Insurance Program. When the Contractor and Subcontractors and lower-tier subcontractors are properly enrolled in the CCD ROCIP, the CCD ROCIP Administrator will issue or have issued to the Contractor, Subcontractor and lower-tier subcontractors, prior to their commencing Work on the Project Site, a Certificate of Insurance evidencing the coverages arranged by City.

**3.3 Exclusion of Contractor/Subcontractor Insurance Costs from Proposal and Bid Prices.** Contractor shall exclude from Contractor's cost of work, and ensure that each Subcontractor of every tier exclude from their cost of work, normal costs for insurance without an ROCIP for those coverages provided under the CCD ROCIP. The calculation of these costs will be determined using the forms found in the CCD ROCIP Insurance Manual. The costs of CCD ROCIP Insurance Coverage includes reductions in insurance premiums, all relevant taxes and assessments, markup on insurance premiums, and losses retained through large deductibles, self-insured retentions, or self-funded other programs. Change orders shall also exclude the cost of ROCIP Coverage. Pre-employment substance abuse testing costs will be covered by the City and should be

removed from bid prices. Drug testing will be more thoroughly discussed in the ROCIP Safety Manual.

**3.4 Insurance Premiums.** City will pay the insurance premiums for the CCD ROCIP Insurance Coverages. The City is responsible for all adjustments to the premiums and will be the sole beneficiary of all dividends, retroactive adjustments, return premiums, and any other monies due through audits or otherwise. The Contractor assigns to the City the right to receive all such adjustments and will require that each subcontractor of every tier assign to City all such adjustments. The Contractor and the Subcontractors who are Enrolled Parties shall execute such further documentation as may be required by City to accomplish this assignment.

**3.5 Off Site Operations.** The CCD ROCIP will provide certain insurance coverage for the City, Contractor and Enrolled Parties, along with their Eligible Employees performing Work at the Project Site. Off-site operations shall be covered only if designated in writing by the City and when all operations at such site are identified and solely dedicated to the Project. Contractors and Subcontractors are responsible to notify the CCD ROCIP Administrator in writing, to request coverage for specified off-site operations. Coverage is not provided at the site unless confirmed in writing by the CCD ROCIP Administrator.

**3.6 CCD ROCIP Insurance Manual.** As soon as practicable, a CCD ROCIP Insurance Manual will be sent to the Enrolled Party and will become a part of the Contract and Contractor's Subcontract with Subcontractor. The CCD ROCIP Insurance Manual will contain the administrative and claim reporting procedures. Contractor agrees to and will require that its Subcontractors and their lower-tier subcontractors also cooperate with the CCD ROCIP Administrator in providing all information as required in the CCD ROCIP Insurance Manual.

**3.7 Conflicts.** The descriptions of the CCD ROCIP Insurance Coverages set forth in this Section are not intended to be complete or meant to alter or amend any provision of the actual CCD ROCIP Insurance Policies. The CCD ROCIP Insurance Coverages and Exclusions are set forth in full in their respective policy forms. In the event of a conflict or omission between the coverages described in the CCD ROCIP Policies and the coverages summarized or described in the CCD ROCIP Insurance Manual, this Section or elsewhere in the Contract Documents, the Coverages and coverage amounts set forth in the actual CCD ROCIP Insurance Policies issued by the CCD ROCIP Insurers shall control. In the event of a conflict between the provisions of this Section and the CCD ROCIP Insurance Manual that does not involve any conflict with the provisions of the actual CCD ROCIP Policies issued by the CCD ROCIP Insurers, then the provisions of this Section shall govern.

### **3.8 Summary of Insurance Coverage**

**3.8.A Insurance Provided by the City.** Unless otherwise provided herein, prior to commencement of the Work, City, at its sole option and expense, shall secure and maintain at all times during the performance of this Contract the insurance specified below, insuring the City, Contractor, its Subcontractors and such other persons or

## EXHIBIT T - page 4 of 15

interests as City may designate with limits not less than those specified below for each coverage.

**Workers' Compensation & Employer's Liability:**

Coverage: Statutory limits required by the Workers' Compensation Laws of the State of Colorado:

|           |                            |                           |
|-----------|----------------------------|---------------------------|
| Part One: | Workers' Compensation:     | Statutory Limits          |
| Part Two: | Employer's Liability:      |                           |
|           | Bodily Injury by Accident: | \$2,000,000 each accident |
|           | Bodily Injury by Disease:  | \$2,000,000 each employee |
|           | Bodily Injury by Disease:  | \$2,000,000 policy limit  |

**General Liability** (excluding Automobile Liability and Professional Liability):

Coverage: Third party personal injury, bodily injury and property damage liability

Limits of Liability:

|                                                                   |             |
|-------------------------------------------------------------------|-------------|
| Annual General Aggregate<br>(Per Project and Reinstates Annually) | \$4,000,000 |
| Products/Completed Operations Aggregate<br>(Statute of Repose)    | \$4,000,000 |
| Personal / Advertising Injury Limit                               | \$2,000,000 |
| Each Occurrence Limit                                             | \$2,000,000 |
| Fire Damage Legal Liability (any one fire)                        | \$300,000   |
| Medical Payments (any one person)                                 | \$10,000    |

**Excess/Umbrella Liability Insurance (limits noted are minimum limits. The City may elect to provide higher limits, based on the size of the Project):**

Coverage: Written on a following form basis over the primary policies.

Minimum Limits of Liability:

|                                         |                       |
|-----------------------------------------|-----------------------|
| Each Occurrence                         | \$150,000,000 or more |
| General Aggregate (Reinstates Annually) | \$150,000,000 or more |
| Products/Completed Ops Aggregate        | \$150,000,000 or more |

Products/Completed Operations coverage will extend to the statute of imitations/repose.

Excess Limits above the first \$150,000,000 may apply to all Projects placed under the CCD ROCIP.

**General Liability Insurance Claim Chargeback.** A claims charge-back will be assessed for the amount of any loss payable under the CCD ROCIP Commercial General Liability Policy. The Enrolled Party primarily responsible for causing any bodily

EXHIBIT T- page 5 of 15

injury or property damage liability loss shall be responsible for payment of the charge-back. The charge-back will be calculated on the following sliding scale:

For each Contract per Occurrence:

- \$1,000 for Enrolled Party with contracts up to \$100,000
- \$5,000 for Enrolled Party with contracts between \$100,001 and \$250,000
- \$10,000 for Enrolled Party with contracts between \$250,001 and \$500,000
- \$25,000 for Enrolled Party with contracts over \$500,000

**Contractors Pollution Liability Insurance:**

The City shall purchase Contractors Pollution Liability arising from claims for pollution incident arising from Work or services performed under contract at or from the designed project site.

Coverage: Liability or responsibility for unexpected and unintended pollution conditions resulting in bodily injury, property damage or environmental damage from pollution conditions caused by covered operations including completed operations. Coverage includes microbial matter and legionella pneumophila in any structure on land and the atmosphere contained with the structure.

Limits of Liability:

|                   |                      |
|-------------------|----------------------|
| Each Loss:        | \$10,000,000 or more |
| Policy Aggregate: | \$10,000,000 or more |

Products/Completed Operations coverage may extend for the statute of limitations/repose after final completion of the Project.

**Contractors Pollution Insurance Claims Chargeback.** A claims charge-back will be assessed for the amount of any loss payable under the Contractors Pollution. Up to the first \$5,000 of any loss will be paid by Contractor. This includes all expenses or claim payments incurred by the OCIP Insurer for losses attributable to the Contractor's work, acts or omissions, or the work, acts or omissions of any tier of subcontractor. Contractor may elect to pass this charge through to any responsible subcontractor but in no event may require total subcontractor reimbursement in excess of \$5,000.

**Builder's Risk Insurance:**

The City shall purchase and maintain, Builder's Risk (and/or Installation Floater) in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis (as defined in the Builders' Risk Policy). Such builders risk insurance shall end when the first of the following occurs: 1) the City's interest in the Work ceases; 2) the policy expires or is cancelled; or 3) the Work is accepted by the City.

Builders' Risk Insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage)

## EXHIBIT T - page 6 of 15

and physical loss of damage including , theft, vandalism, malicious mischief, terrorism, rigging and hoisting for materials and equipment that are part of the Project, collapse, earthquake, flood, windstorm, falsework, testing and startup (as provided by the policy), temporary buildings and debris removal including demolition occasioned by enforcement of any applicable ordinance laws, and shall cover reasonable compensation for services and expenses required as a result of such insured loss.

This Builder's Risk Insurance shall cover portion of the Work stored off site, and also portions of the Work in transit.

The City and Contractor shall waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by builders risk insurance obtained pursuant to this section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the City as fiduciary. The City or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors, and they subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**Builder's Risk Insurance Claims Chargeback.** A claims charge-back will be assessed for the amount of any loss payable under the Builder's Risk Policy. Up to the first \$5,000 of any loss will be paid by Contractor. This includes all expenses or claim payments incurred by the CCD ROCIP Insurer for losses attributable to the Contractor's work, acts or omissions, or the work, acts or omissions of any tier of subcontractor. Contractor may elect to pass this charge through to any responsible subcontractor but in no event may require total subcontractor reimbursement in excess of \$5,000.

**3.8.B Insurance provided by Enrolled Parties.** At their own expense, the Enrolled Parties of all tiers must carry the following minimum coverage and limits:

**Commercial Automobile Liability Insurance** for contract work both occurring on-site and off-site with limits of liability not less than:

\$1,000,000 Combined Single Limit

This insurance must apply to all owned, leased, non-owned or hired vehicles to be used in the performance of work. Such insurance shall allow contractor to waive subrogation against the City and/or its representatives and all Contractors and Subcontractors prior to loss or shall include a waiver of the insurer's right of subrogation. Contractor hereby



EXHIBIT T- page 7 of 15

waives rights of subrogation against City and/or its representatives and all Contractors and Subcontractors. 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.

**Off-Site Workers' Compensation Insurance**, including Employer's Liability with minimum limits of:

- \$1,000,000 Bodily Injury with Accident – Each Accident
- \$1,000,000 Bodily Injury with Disease – Policy Limit
- \$1,000,000 Bodily Injury with Disease – Each Employee

Coverage to protect Contractor/Subcontractor from and against all claims arising from performance of Work outside the Project Site under the Contract. Such insurance (where permissible by law) shall waive subrogation against the City and/or its representatives and all Contractors and Subcontractors.

**Off-Site Commercial General Liability Insurance** for Contract operations not physically occurring within the Project Site with a limit of liability not less than:

Primary Insurance

- \$1,000,000 Each Occurrence
- \$1,000,000 Personal Injury and Advertising Injury
- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate

Such policy shall include coverage for contractual liability assumed under the Contract, contractors' protective liability, and explosion, collapse and underground property damage hazards. The Policy Form should be CG 00 01 or equivalent. Contractor and Subcontractors of all tiers will be required to provide additional Insured status to the City for general liability policies in the name of:

THE CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS,  
EMPLOYEES AND VOLUNTEERS

The additional Insured status shall provide coverage for the Premises/Operations and Products/Completed Operations exposures and shall indicate that such coverage is primary to any insurance carried by the City.

**Professional Liability Insurance (if required based on scope of work)**

Contractor shall maintain a Professional Liability policy that shall be primary and non-contributory with any other coverage or self-insurance maintained by the City.

Limits of Liability:

- Each Loss: As required by contract
- Policy Aggregate: As required by contract

### **3.8.C Contractor Warranties and Agreements**

**Accuracy of Contractor-provided Information.** Contractor warrants that all information submitted to the City or the CCD ROCIP Administrator is accurate and complete to the best of its knowledge. Contractor will notify the City or CCD ROCIP Administrator immediately in writing of any errors discovered during the performance of the work.

**Contractor Responsible To Review Coverage.** Contractor acknowledges that all references to CCD ROCIP Insurance policy terms, conditions, and limits of liability in this document, as well as the CCD ROCIP Insurance Manual, are for reference only. Contractor and its subcontractors are responsible for conducting their own independent review and analysis of the CCD ROCIP Insurance Coverages in formulating any opinion or belief as to the applicability to such coverage in the event of any loss or potential claim. Any type of insurance or increase of limits not described above which the Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

**Audit.** Contractor agrees to make its records available for review and to cooperate with the insurers, the brokers, the City, the Auditor of the City, and the representatives of the aforesaid parties in the event of an audit. In the event that a City audit of Contractor's records, as permitted in the Contract or other CCD ROCIP documents, reveals a discrepancy in the insurance, payroll, safety, or any other information required to be provided to City or CCD ROCIP Administrator, or reveals inclusion of costs for the CCD ROCIP Insurance Coverage in any payment for the work, City will have the right to deduct from payments due Contractor all such insurance costs as well as all audit costs.

**Insurance Costs Removed.** Contractor warrants that the Costs for insurance as provided under the CCD ROCIP were not included in Contractor's bid or proposal for the Work, the Contract Price/Contract Sum, and will not be included in any change order or any request for payment for the Work or extra work.

### **3.8.D Contractor Obligations**

**CCD ROCIP Documents shall be provided to Subcontractors.** Contractor shall furnish each bidding Subcontractor, vendor, supplier, material dealer or other party a copy of this CCD ROCIP Exhibit and the CCD ROCIP Insurance Manual and shall incorporate the terms of this Exhibit in all contracts and agreements entered into for performance of any portion of the Work.

**Timely Enrollment Required.** Contractor shall enroll in the CCD ROCIP Insurance Program within five (5) days request by City or its CCD ROCIP Administrator. Contractor shall notify each Subcontractor of the procedure for enrolling in CCD ROCIP and confirm that enrollment is mandatory but not automatic. Contractor shall assure that Subcontractor and its lower-tier subcontractors shall not commence work until verification

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of enrollment is confirmed by the CCD ROCIP Administrator by the issuance of a Certificate of Insurance.

**Compliance with Conditions.** Contractor shall not violate any condition of the policies of insurance provided by City under the terms of this CCD ROCIP Exhibit or the CCD ROCIP Insurance Manual. All requirements imposed by the subject policies and to be performed by Contractor shall likewise be imposed on, assumed, and performed by each Subcontractor and their lower-tier subcontractors.

**Claims Cooperation.** Contractor shall participate in the claim reporting procedures of City's CCD ROCIP Insurance Program. Contractor agrees to assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of operations within the scope of the Work required by the Contract, and to cooperate with the Insurer in all claims and demands which City's Insurer(s) is called upon to adjust or to defend against. Contractor shall take all necessary action to assure that its Subcontractors and their lower-tier subcontractors comply with any such request for assistance and cooperation. This obligation includes, without limitation, providing light or modified duty for injured workers, appearing in mediation, arbitration or court proceedings and/or participating in settlement meetings, as may be required.

**Monthly Payroll Submission.** All Enrolled Parties shall submit monthly payrolls and worker-hour reports to City or CCD ROCIP Administrator on via the CCD ROCIP Administrators on-line Payroll Reporting System as outlined in the CCD ROCIP Insurance Manual. The on-line reporting instructions will be provided to all Contractors at time of enrollment into the CCD ROCIP Insurance Program. Failure to submit these reports may result in funds being held or delayed from monthly progress payments. Payroll must be submitted on-line for each month, including zero (0) payroll, if applicable, until completion of the Work under each Contract and Subcontract. For those Subcontractors and lower-tier subcontractors performing Work under multiple Subcontracts, a separate payroll report is required for each Subcontract under which Work is being performed.

**Response to Information Requests.** All insurance underwriting, payroll, rating or loss history information requested by City or the CCD ROCIP Administrator shall be provided by the Contractor within three (3) business days of the request. Contractor agrees (and will require each Subcontractor to agree) that City, City's insurer or City's representative may audit the Contractor's or Subcontractor's records and the records of lower-tier subcontractors to confirm the accuracy of all insurance information provided, including, without limitation, any such information that may have any effect on insurance resulting from changes in the Work. At all times during performance of the Contract and Subcontracts, the Contractor, Subcontractor and lower-tier subcontractors shall cooperate with City, CCD ROCIP Administrator and CCD ROCIP insurers.

**Responsibility for Safety.** Notwithstanding the CCD ROCIP, the Contractor shall initiate, maintain and supervise all safety precautions and programs in connection with the Work. Contractor is solely responsible, at no adjustment to the contract sum payable or contract time, for initiating, maintaining, and supervising all safety precautions and programs relating to the conduct of Work, including, without limitation, any safety programs or procedures that are required by any applicable state or federal laws, rules or regulations,

or by the terms of the CCD ROCIP Safety Manual.

**Duty of Care.** Nothing herein shall relieve the Enrolled Parties of their respective obligations to exercise due care in the performance of their duties in connection with the Work or to complete the Work in strict compliance with this Contract and subsequent subcontracts.

### **3.8.E. Notices, Costs**

**Limitations on City Provided Coverage.** City assumes no obligations to provide insurance other than that evidenced by the policies referred to in Paragraph 3.1 and subparagraphs. City, however, reserves the right to furnish insurance coverage of various types and limits provided that such coverage shall not be less than that specified in Paragraph 3.1 and the costs of such insurance shall be paid by City. The CCD ROCIP Insurance Program also does not cover Workers' Compensation claims or Commercial General Liability claims arising from "Off-Site Work."

**Contractors Responsible for Own Equipment.** Contractors' Equipment insurance for all construction tools and equipment whether owned, leased, rented, borrowed or used on work at the Project Site is the responsibility of the Contractor and/or Subcontractor, and the City shall not be responsible for any loss or damage to tools and equipment. This Contractors' Equipment insurance shall contain a waiver of subrogation against City and/or its representatives and all approved Contractors and Subcontractors. If an individual Enrolled Party does not purchase such insurance, that Enrolled Party will hold harmless City and/or its representatives and other Enrolled Parties for damage to tools and equipment.

**No Release; No Waiver of Immunity.** The provision of the CCD ROCIP shall in no way be interpreted as relieving CM or any Subcontractor of any responsibility or liability under the Contract Documents, the CCD ROCIP Insurance Policies, or Applicable Laws, including, without limitation, Contractor's and Subcontractor's responsibilities relative to indemnification and their obligation to exercise due care in the performance of the Work and to complete the Work in strict compliance with the Contract Documents. The parties hereto understand and agree that the City, its officers, officials and employees, are relying on, and do not waive or intend to waive by any provisions of this agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the City, its officers, officials and employees.

**City Right to Withhold Payments.** In addition to any other rights of withholding that City may have under the Contract Documents, City has the right to withhold any payments otherwise due to Contractor in the event of a failure by Contractor or any Subcontractor to comply with the requirements of this Exhibit or the CCD ROCIP Insurance Manual. City may withhold from any payment owing to Contractor the Costs of CCD ROCIP Insurance Coverages if included in a request for payment. Such withholding by City shall not be deemed to be a default under the Construction Contract. City shall withhold from Contractor the Costs of CCD ROCIP Insurance Coverages attributable to an increase in

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an Enrolled Party's total payroll for the Work over the amount reported to City and CCD ROCIP Administrator at time of enrollment in the CCD ROCIP Insurance Program.

**City Remedies.** Without limitation upon any of City's other rights or remedies, any failure of an Enrolled Party to comply with any provision of this Exhibit or the CCD ROCIP Insurance Manual shall be deemed a material breach of the Construction Contract, thereby entitling City, at its option, upon notice to Contractor, to suspend performance by Contractor, without any adjustment to Contract Sum Payable or Contract Time, until there is full compliance, or (2) or terminate this Construction Contract for cause.

**Off-Site Storage.** Unless otherwise provided in the Contract Documents, the property insurance provided by the City shall not cover portions of the Work stored off the Site without written approval of the City. Contractor shall be responsible for reporting such property or work if ownership has been transferred to the City. If ownership rests with the Contractor, Contractor shall be responsible for obtaining insurance to protect its interests.

**Partial Occupancy.** Partial occupancy or use shall not commence until the insurance company or companies providing Builders Risk and/or Property Insurance have consented to such partial occupancy or use by endorsement or otherwise. The City and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

**City Right to Exclude Parties from the CCD ROCIP Insurance Program.** City reserves the right to exclude any Subcontractor from the CCD ROCIP Insurance Program, before or after enrollment by the Subcontractor into the CCD ROCIP Insurance Program. If City elects to exclude a Subcontractor from the CCD ROCIP Insurance Program, the Contractor will be responsible for ensuring the insurance coverages outlined in the Contractor's Subcontract Agreement are provided to the City or CCD ROCIP Administrator before the Subcontractor can begin or resume work on the Project.

**City's Right to Modify or Discontinue the CCD ROCIP Insurance Coverages.** If the City determines that modification or discontinuation of the ROCIP is in the best interest of all parties, the Contractor and Subcontractor will receive sixty (60) days notice to secure and maintain such insurance as is required to provide replacement coverage comparable to that provided under the RROCIP. Provided that the foregoing is not the result of any failure by the Contractor or any Subcontractor to comply with the requirements of the Contract Documents or CCD ROCIP Reference Guide, the costs of such replacement insurance shall be deemed a Cost of Work for which the Contractor shall be entitled to a Contract Adjustment, without any sum added thereto for Allowable Markup. The form, content, limits of liability, cost and the rating of the insurer issuing such replacement insurance shall be subject to the City's prior written approval.

**City Right to Purchase Other Coverages.** The City reserves the right at its option, and without obligation to do so, to furnish other insurance coverage of various types and limits if such coverage is not less than that specified in the Contract Documents to be provided by the City. Apart from the CCD ROCIP Insurance Coverages, the City may at its option purchase additional insurance coverages that insure the Project that may not necessarily

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insure the Contractor or the Subcontractors. Without limitation, examples of such coverage may include pollution liability, excess professional liability, and excess automobile liability insurance.

### 3.8.F. Definitions

|                                                            |                                                                                                                                                                                                                                                        |
|------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Certificate of Insurance:</b>                           | Evidence of the insurance coverage afforded under the CCD ROCIP. Also, evidence of insurance coverage provided by Enrolled Parties for automobile liability, offsite exposures, and any additional insurance requirements that may be required by CCD. |
| <b>City:</b>                                               | City and County of Denver (CCD)                                                                                                                                                                                                                        |
| <b>Contract:</b>                                           | The written agreement between the City and County of Denver and Lead Contractor describing the Work, Contract Terms and Conditions, or a portion thereof. Also includes a written agreement between a Contractor and any tier of subcontractor.        |
| <b>Lead Contractor:</b>                                    | The Contractor that the City and County of Denver enters directly into a formal Contract for work performed at the Project Site.                                                                                                                       |
| <b>Contractor insurance cost</b>                           | The Costs of ROCIP Coverage is defined as the amount of Contractor's and eligible Subcontractors' of every tier reduction in insurance costs due to the ROCIP Program.                                                                                 |
| <b>Rolling Owner Controlled Insurance Program (ROCIP):</b> | A coordinated insurance program providing certain coverage, as defined herein, for the City, Contractor and Enrolled Subcontractors, along with their Eligible Employees, performing Work at the Project Site.                                         |
| <b>Eligible Employees:</b>                                 | Employees of Enrolled Subcontractors who are not excluded from the ROCIP under the "Excluded Parties" definition.                                                                                                                                      |
| <b>Enrolled Parties:</b>                                   | The Contractor and those Subcontractors that have submitted all necessary enrollment information and been accepted into the ROCIP as evidenced by the issuance of a Certificate of Insurance.                                                          |
| <b>Excluded Parties:</b>                                   | Parties not covered by the ROCIP because of ineligibility. No insurance coverage provided by City under the ROCIP shall extend to the activities or products of the following:                                                                         |

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- (1) Any person or organization that fabricates or manufactures products, materials or supplies away from the Project Site(s);
- (2) Hazardous materials remediation, removal, or transportation companies and their consultants;
- (3) Any architect, engineer or surveyor and their consultants except when approved by City;
- (4) Truckers, haulers, material dealers, vendors, suppliers, and others who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from the Site;
- (5) Contractors and their subcontractors and subconsultants and any employee of an Enrolled Party, who does not work at the Project Site;
- (6) Any employees of an Enrolled Party who occasionally visits the Project Site to make deliveries, pick-up supplies or personnel, to perform supervisory or progress inspections, or for any other reason;
- (7) Persons or entities who are not enrolled parties or included as insureds within the policies;
- (8) Any Day Labor Employees (labor service employees whose coverage is provided by their employer); or
- (9) Any other person or entity specifically excluded by City, in its sole discretion, from participation as Enrolled Parties.

**Insured:**  
(liability policies)

The City, Contractor and Enrolled Parties and their Eligible Employees and any other party named in the insurance policies.

**Insurers**

Those Insurance Companies providing the ROCIP insurance coverage. The Insurers will be identified in the ROCIP Manual.

**Net Bid:**

Contractor bids with insurance costs removed because of the obligation of any Enrolled Party to delete insurance costs for coverage provided by the ROCIP from its bid and all change orders. Net bids are subject to verification by the Administrator through the providing of contractors' rate and declaration pages from their Insurance policies.

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**ROCIP Administrator:** Arthur J. Gallagher, the insurance services firm selected by the City to administer the ROCIP and provide insurance brokerage services as required.

**ROCIP Manual** A reference document provided to contractors of all tiers, which summarizes the terms and provisions of the ROCIP and provides information about compliance with ROCIP requirements.

**ROCIP Safety Manual** A reference document provided to contractors of all tiers which contains workplace safety requirements of all enrolled parties.

**Off-Site Work** Work performed away from the Project Site.

**Payroll:** For purposes of the ROCIP only, refers to Unburdened Straight Time Payroll per Workers Compensation Class Code.

**Policy Owner:** The City and County of Denver

**Project:** The Project as defined in the contract documents and as described in the Declarations of the CCD ROCIP policies.

**Project Site:** Means those areas designated in writing by the City and County of Denver in a Contract document for performance of the Work and such additional areas as may be designated in writing by the City and County of Denver for Contractors' use in performance of the Work. Subject to the ROCIP Insurers written approval, the term "Project Site" shall also include: (1) field office sites, (2) property used for bonded storage of material for the Project approved by the City and County of Denver, staging areas dedicated to the Project, and (4) areas where activities incidental to the Project are being performed by Contractor or Subcontractors covered by the CCD ROCIP Worker's Compensation policy (if included) , but excluding any permanent locations of Contractor or such covered Subcontractors.

Items 1 through 4 above must be approved by the ROCIP Insurer and listed on the CCD ROCIP Policy (ies).



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- Subcontract:** The written agreement between Contractor and Subcontractor, or between Subcontractor and a lower tier Subcontractor, describing the Work, Subcontract Terms and Conditions, or a portion thereof.
- Subcontractor:** Includes those persons, firms, joint venture entities, corporations, or other parties that enter into a Subcontract with Contractor to perform Work at the Project Sites and any of these Subcontractor's lower-tier subcontractors.
- Work:** Operations, as fully described in the Contract and Subcontract, performed at the Project Site.