

DESIGN-BUILD CONTRACT

FOR

**DENVER FIRE DEPARTMENT TRAINING CENTER
BURN BUILDING**

202683749-00

This Design-Build Contract, entered into by and between the parties (Parties) consisting of the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the “**City**”, and **EVERGREEN INDUSTRIAL, LTD.**, a Colorado limited liability company, with an address of 5002 Marketplace Drive, Suite 101, Johnstown, Colorado 80534, (hereinafter referred to as the “**Contractor**”, and jointly as the “**Parties**”).

WITNESSETH

WHEREAS, the City has implemented and completed a competitive selection process and has selected a Contractor to design, construct, install and deliver to the City improvements to the Denver Fire Department - Fire Academy Drill Grounds in Denver, Colorado (the “**Project**”); and

WHEREAS, The Projects shall consist of the design and construction of a new Fire Training Simulator for the Department of Transportation and Infrastructure (“**DOTI**”); and

WHEREAS, the City is relying upon the qualifications presented in the Contractor’s response to the Request for Proposals dated October 14, 2025, to develop the design and perform the construction of the Project in entering into this Design-Build Contract; and

WHEREAS, the Contractor was selected after a determination that its response, dated December 15, 2025, was the most advantageous to the City; and

WHEREAS, the Project’s Design-Build Criteria and Scope is attached hereto and incorporated herein as **Exhibit C**; and

WHEREAS, the Contractor warrants and represents that it is ready, willing and able to design, build and deliver a fully functional and approved (per all applicable laws, building codes and other standards set forth in the Contract Documents) Project in accordance with the terms and conditions of this Design-Build Contract and as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. AUTHORITY

1.1 Line of Authority The Executive Director of DOTI (the “**Director**” or “**Manager**”), or Designee authorizes all work performed under this Design-Build Contract. The Manager hereby delegates his authority over the work described herein to the City Engineer as the Manager’s authorized representative for the purpose of overseeing the work under this Design-Build Contract. The Manager’s authorized representative for the day-to-day administration of the Contractor’s services under this Design-Build Contract is the Project Manager. The Contractor shall submit its reports, memoranda, correspondence and submittals to the Project Manager, Allison Nash. The Manager may rescind or amend any such designation of representatives or delegation of authority and the Manager may, from time to time, designate a different Project Manager, upon written notice to the Contractor.

1.2 Limitation on Delegation of Authority. It is expressly understood that although the Project Manager may gather information about proposed changes in the contract time and contract price from the Contractor, only the Manager or their designated representative has the authority to legally bind the City to changes in contract time and contract price through a validly executed change order in accordance with the General Conditions.

2. CONTRACTOR.

2.1 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 design 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**”) dated October 14, 2025; and the Contractor’s RFP Submittal dated November 13, 2025. 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 Design-Build Contract or the Project.

2.2 General. The Contractor shall provide and furnish all services and work items necessary to perform the Work for the Project as defined in the Design-Build Criteria and Scope and all other terms and conditions of this Design-Build Contract, including but not limited to the following: all professional services, materials, parts, labor, supervision, coordination, administration, equipment, tools, temporary utilities, shop drawings, studies, reports, permitting documents, schematic drawings, specifications, design development drawings, construction drawings, as-built drawings and incidentals required by the Contract Documents and desirable for the full completion of the Work and Project, described, or specified in this

Design-Build Contract (the “**Work**” or “**Project**”). The terms “Project” and “Work” are synonymous. The Contractor’s Project cost proposal shall include all costs relating to, or associated with, the foregoing, including, but not limited to, material costs, equipment costs, personnel costs, overhead and profit and all other costs associated with the Contractor’s performance, including all of the Contractor’s errors, omissions and negligence with respect to such performance.

2.3 Relationship of the Parties. By entering into this Design-Build Contract, the Contractor accepts the relationship of trust and confidence between it and the City. The Contractor shall furnish its reasonable professional skill and judgment and shall cooperate with the officials, employees and agents of the City, including the Project Manager, in furthering the interests of the City. The Contractor will furnish efficient business administration and superintendence and will use reasonable efforts to perform the Work in an expeditious and economical manner consistent with the interests of the City. In no event shall the Contractor be considered a fiduciary of the City by reason of this paragraph.

2.4 Design/Preconstruction Services.

2.4.1 Design Documents. The Contractor shall prepare or provide to the Project Manager for review and approval the Approved Design Documents and detailed specifications, including but not limited to those items set forth in **Exhibits D & E**. Design services shall be performed by qualified architects, engineers and other professionals selected and paid by the Contractor.

2.4.2 Standard of Care for Professional Design Services. The Contractor shall perform all services required by this Design-Build Contract with the degree of skill, care and diligence consistent with the professional standards prevailing in the Denver Metropolitan Area for services of comparable scope and magnitude. The Contractor’s designer shall be licensed in the State of Colorado.

2.4.3 Ownership of Documents.

2.4.3.1 The City shall have title and all intellectual and other property rights, in and to all phased and final documents and all data used in the development of the same, including the results of any tests, surveys or inspections at the Project site, and all photographs, drawings, drafts, contract documents, studies, estimates, reports, models, notes and any other materials or work products, whether in electronic or hard copy format, created by the Contractor pursuant to this Design-Build Contract, in preliminary and final forms and on any media whatsoever (collectively, the “**Documents**”), whether the Project for which the Documents were created is executed or

not. The Contractor shall identify and disclose, as requested, all such Documents to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101 *et seq.*, as the same may be amended from time to time, the Documents are a “work made for hire,” and all ownership of copyright in the Documents shall vest in the City at the time the Documents are created. To the extent that the Documents are not a “work made for hire,” the Contractor hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.

2.4.3.2 The Contractor shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City’s benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of such Documents, and shall provide full information regarding the Documents and execute all appropriate documentation in applying for or otherwise registering, in the City’s name, all rights to such Documents.

2.4.3.3 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 performed hereunder.

2.4.3.4 The Contractor shall be permitted to retain reproducible and electronic copies of all of the Documents for the information and reference, and the originals of all of the Documents, including all electronic files, shall be delivered to the City promptly upon completion thereof, or if authorized by the City’s Project Manager, upon termination or expiration of this Design-Build Contract.

2.5 Construction Services. Construction Services shall be performed by qualified Design-Build Contractors (licensed in the City and County of Denver), subcontractors and suppliers, selected and paid by the Contractor and acting in the interest of the Contractor. Selection of the Contractor’s

subcontractors, consultants, subconsultants, vendors and suppliers shall be at the sole discretion of the Contractor.

2.6 Acts and Omissions. The Contractor shall be responsible to the City for negligent acts and omissions of the Contractor's employees, contractors, subcontractors, agents and parties in privity of contract with it to perform a portion of the Work, including all design elements of the Project.

2.7 Conflict of Interests. No design consultant or subconsultant, not already approved by the City, shall be engaged to perform work on the Project wherein a conflict exists, such as being connected with the sale or promotion of equipment or material which may be used in the Project, provided, however, that in unusual circumstances and with full disclosure to the City of such interest, the City may provide a waiver, in writing, in respect to the particular consultant or subconsultant.

3. CONTRACT DOCUMENTS.

It is agreed by the parties hereto that the list of documents and drawings listed in paragraph 3.1 below are the "**Contract Documents**" and all of said instruments, drawings and documents taken together as a whole constitute the Design-Build Contract between the parties hereto, and they are as fully a part of this Design-Build Contract 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, they will be incorporated by written directive of the Manager of DOTI, or the Manager's designee.

3.1 All of said instruments, drawings and documents taken together as a whole constitute the Design-Build Contract between the parties hereto, and they are as fully a part of this Design-Build Contract as if they were set out verbatim and in full herein.

This Design-Build Contract

General Contract Conditions (Index attached as **Exhibit A**), as modified by the Special Contract Conditions (attached as **Exhibit B**)

Design-Build Criteria and Scope dated February 24, 2026 (**Exhibit C**)

Contract Drawings (100% Construction Documents) (incorporated herein by reference upon City acceptance as **Exhibit D**)

Technical Specifications (incorporated herein by reference upon City acceptance as **Exhibit E**)

Negotiated Fixed Contract Price (**Exhibit F**)

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

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

Equal Employment Opportunity Provisions (**Exhibit I**)

Prevailing Wage Schedules (attached as **Exhibit J**)

Request for Proposals (RFP), dated October 14, 2025 (incorporated by reference as **Exhibit K**)

Contractor Response to RFP, dated November 13, 2025 (incorporated by reference as **Exhibit L**)

3.2 In the event of a conflict between Contract Documents the order of precedence shall be the order in which they are listed above.

3.3 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.

3.4 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 Design-Build 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 Design-Build Contract. The incorporation of such exhibits or attachments into this Design-Build Contract shall be accomplished by written directive from the Manager of DOTI 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 Design-Build Contract, the document with the higher precedence as identified in 3.2 shall prevail. However, nothing contained in this section shall relieve the Contractor from its obligation to identify any discrepancies in the documents, nor shall this section 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.

3.5 Where reference is made in this Design-Build 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.

4. SCOPE OF WORK,

4.1 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 Design-Build Contract within ten (10) days of the date of issuance of a written Notice to Proceed executed by the City and agrees to substantially complete the 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.

4.2 Scope of Work. The entire Scope of Work shall include the following phases:

4.2.1 Design Phase Services. The Design Phase Services are comprised of all those services, obligations and responsibilities necessary or required to complete for the City's review and acceptance a Project Design that strictly complies with the requirements set forth in the Design-Build Criteria and Scope, incorporated herein by this reference as **Exhibit C**.

4.2.2 Construction Phase 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.

4.2.3 The Work. The terms "Scope of Work" or "Work" as used herein shall mean all Design and Construction Phase Services required by or reasonably inferable from the Contract Documents, whether completed or partially completed, and includes all other 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.

4.3 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 Design-Build Contract.

4.3.1 The Contractor further represents to the City that by executing this Design-Build Contract, it has been fully informed of and has thoroughly reviewed the following: the objectives of the Project; any work by City retained Consultants and Contractors performed to date for the Project; all of the Contract Documents attached to this Design-Build Contract or incorporated by reference; and all of the Work required by the Contractor by the Contract Documents. Based upon this thorough review and analysis, the Contractor represents to the City that it will provide or perform all of the necessary Work within the requirements of the Contract Documents.

4.3.2 Also by execution of this Design-Build Contract, the Contractor covenants and represents that the Contractor is familiar with 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 Stipulated Contract Price, the Contractor’s Fee and in preparing all Exhibits.

4.3.3 Also by execution of this Design-Build Contract, the Contractor represents that it has reviewed and is familiar with the City’s general expectations and scheduling assumptions regarding completion of the Project and occupancy of the completed facility and the requirements, constraints, and limitations occasioned by the City’s occupancy schedules; and that, given the Design-Build Criteria and Scope, these scheduling assumptions are reasonable and achievable. The Contractor further represents that it has taken into consideration and correlated these assumptions and constraints with the requirements of the Contract Documents and in the pricing of the Work, the Fixed Contract Price and the Contractor’s Fee.

4.3.4 Finally, the Contractor represents that it has reviewed the Design-Build Criteria and Scope, accepts the terms and requirements thereof and affirmatively states that the Project, as expressed by these scoping documents and the Project requirements and constraints is a reasonable and constructable Project, incorporating a reasonable and workable delivery approach, schedule and budget.

5. RELATIONSHIP OF THE PARTIES.

5.1 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 Design-Build 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.

5.2 The Contractor accepts the relationship of trust and confidence established by this Design-Build Contract with the City. The Contractor further agrees to utilize the Contractor's skill, effort, 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 reasonable efforts to complete the Work in an expeditious and economical manner, consistent with the interests of the City.

5.3 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.

6. COORDINATION AND COOPERATION.

6.1 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.

6.2 The Contractor shall, as a continuing work item under this Design-Build Contract, facilitate coordination, communication and cooperation regarding its performance hereunder between DOTI, the Project Manager, and other City consultants or contractors working on, or providing services for the Project. In addition, the Contractor shall coordinate its efforts under this Design-Build Contract with all involved governmental and regulatory entities.

6.3 The Contractor shall be responsible for taking accurate and comprehensive minutes at all Design and Construction Phase 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.

7. CONTRACT TERM AND TIME OF COMMENCEMENT.

7.1 General. The Contract Term shall begin on the date of this Design-Build Contract but no work shall be performed prior to the delivery of all bonds and insurance certificates and until the City issues a Notice to Proceed. The Contractor is not authorized to commence Work prior to its receipt of the Notice to Proceed, and any Work performed prior to the Notice to Proceed is at the Contractor's sole risk, cost and expense and with no obligation by the City to pay for any such Work. Upon issuance of the Notice to Proceed, subject to the terms of this Contract, the City may compensate Contractor for work and services performed before NTP was issued.

7.2 Contract Time and Substantial Completion. The Contract Time for the Project shall begin on the date of the Notice to Proceed, and the Project shall be substantially completed within 365 days from the date of the Notice to Proceed (the "Contract Time").

7.3 Liquidated Damages. It is understood and agreed by and between the City and the Contractor that, if the Contractor fails to achieve Substantial Completion of the Project Work within the Contract Time the City will suffer substantial damages, which damages would be difficult to accurately determine. The parties hereto have considered the possible elements of damages and have agreed on the amount of liquidated damages for the Contractor's failure to substantially complete the Project within the Contract Time. Should the Contractor fail to complete all Work within the Contract Time, the Contractor shall become liable to the City and County of Denver for liquidated damages, and not as a penalty, at the rate of \$500.00 a day 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:

Manager = \$79.00/hour
Project Manager = \$71.00/hour
Project Inspector = \$53.00/hour

If the Contractor fails to pay such liquidated damages promptly upon demand therefore, the Surety on its Performance Bond and Payment Bond shall pay such damages. Also, the City may withhold all, or

any part of, such liquidated damages from any payment due the Contractor. Additional provisions relating to liquidated damages are set forth in the Design Build Contract General Contract Conditions.

8. INSURANCE REQUIREMENTS.

8.1 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 are 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.

8.2 Proof of Insurance. Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor certifies that the certificate of insurance (preferably an ACORD certificate of insurance) attached as **Exhibit H**, complies with all insurance requirements of this Agreement. 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.

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

8.4 Waiver of Subrogation. For all coverages, the Contractor's insurer shall waive subrogation rights against the City.

8.5 Subcontractors. All subconsultants, subcontractors, independent contractors, suppliers or other entities providing goods or services required by this Agreement shall be subject to all of the requirements herein. Contractor shall require all of its subcontractors of any tier to provide insurance coverage in types and amounts required by the Contractor, but in amounts of at least \$1,000,000 Commercial General Liability, Business Auto insurance of \$1,000,000 combined single limit, statutory Workers' Compensation coverage, and if required based on the scope of work, professional liability and/or pollution liability in the amounts as required of the Contractor. Contractor agrees to provide proof of insurance for all such subcontractors, independent contractors, suppliers or other entities upon request by the City.

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

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

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

8.9 Professional Liability. Contractor shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Policy shall include a severability of interest or separation of insured

provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

8.10 Builders Risk or Installation Floater. Contractor shall maintain limits equal to the completed value of the project. Coverage shall be written on an all risk, replacement cost basis including coverage for soft costs, flood and earth movement, if in a flood or quake zone, and, if applicable, equipment breakdown including testing. The City and County of Denver, Contractor, and sub-contractors shall be Additional Named Insureds under the policy. Policy shall remain in force until acceptance of the project by the City.

8.11 Contractors Pollution Liability (including Errors and Omissions). Contractor shall maintain limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate. Policy to include bodily injury; property damage including loss of use of damaged property; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and clean up costs. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

8.12 Additional Provisions.

(a) For Commercial General Liability, the policy must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are outside the limits of liability;
- (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion);
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City; and
- (v) Any exclusion for sexual abuse, molestation or misconduct has been removed or deleted.

(b) For claims-made coverage:

- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(c) 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.

9. SUBCONTRACTOR 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 Design-Build Contract.

10. COMPENSATION.

In accordance with the terms of this Design-Build Contract, the amount to be paid by the City to the Contractor under this **ONE MILLION ONE HUNDRED FIVE THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS and NO/100 (\$1,105,724.00)** as detailed in **Exhibit F**. The Contractor guarantees and warrants that the Project will be completed by its performance hereunder for the Stipulated Fixed Contract Price amount. In no event will the City's liability exceed the Lump Sum Fixed Contract Price, as adjusted by duly authorized change order in accordance with this Design-Build 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.

11. CHANGES TO THE WORK AND OWNER DIRECTED CHANGES.

The Maximum Construction Contract Amount (as hereinafter defined) includes an amount for owner directed changes and changes to the work for which Contractor is entitled to an adjustment pursuant to the terms of this Construction Contract in the amount of **FORTY-FOUR THOUSAND TWO HUNDRED SEVENTY-SIX DOLLARS and NO/100 (\$44,276.00)** (the "Owner's Contingency"). The Owner's Contingency is outside of the Lump Sum Fixed Contract Price and may be used in the City's sole discretion for City initiated changes or additions to the work and for changes to the work for which Contractor is entitled to an adjustment pursuant to the terms of this Construction Contract. Any adjustments to, or applications of, the Owner's Contingency shall be made by written approval by the Project Manager. The Owner's Contingency will be adjusted at the Owner's sole discretion.

12. MAXIMUM CONTRACT AMOUNT.

Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$1,150,000.00)** (the "Maximum Contract Amount"), as adjusted by change order executed pursuant to the term of this Agreement.

13. DISPUTE RESOLUTION.

It is the express intention of the parties to this Design-Build Contract that all disputes of any nature whatsoever regarding the Design-Build Contract including, but not limited to, any claims for compensation

or damages arising out of breach or default under this Design-Build 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.

14. ADDITIONAL PROVISIONS.

14.1 No Discrimination in Employment. In connection with the performance of the Work under this Design-Build Contract, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder. Further, the Contractor agrees to comply with the provisions of Section 28-41 to 28-47, DRMC, and all Rules and Regulations promulgated and adopted by the Manager of DOTI pursuant thereto relating to non-discrimination in employment by contractors, subcontractors and suppliers receiving compensation for work performed on the Project.

14.2 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.

14.3 Compliance with Wage Rate Requirements.

14.3.1 Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the contract were encumbered. A copy of the applicable prevailing wage rate schedule is attached as **Exhibit J**, and

incorporated herein by reference.

Date bid or request for qualifications/proposals was advertised: October 14, 2025.

14.3.2 Increases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be mandatory on either the contractor or subcontractors. Future changes in prevailing wages on contracts whose period of performance exceeds one (1) year shall be mandatory for the contractor and subcontractors only on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable.

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

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

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

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

14.4 **Applicability of Laws.** This Design-Build Contract 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 Design-Build Contract as if fully set out herein by this reference.

14.5 Appropriation. Notwithstanding any other term, provision, or condition herein, all payment obligations under this Design-Build Contract shall be limited to the funds duly and lawfully appropriated and encumbered, or otherwise made available by the Denver City Council and paid into the Treasury of the City. As of the date of this Design-Build Contract, **ONE MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$1,150,000.00)**, have been appropriated and encumbered for this Design-Build Contract. The Manager of DOTI, 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. 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 DOTI 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 Design-Build Contract, without the proper authorization for such Work, and at the Contractor's own risk and sole expense.

14.6 Approvals. In the event this Design-Build 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 Design-Build Contract.

14.7 Assignment Strictly Prohibited. The Contractor shall not assign or otherwise transfer, in

whole or in part, any of its rights, benefits, claims, obligations, duties or entitlement to monies owed or which may become due under this Design-Build Contract, except upon the prior written consent and approval of the Manager to such assignment.

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

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

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

14.11 Proprietary or Confidential Information.

14.11.1 City Information. The Contractor understands and agrees that, in performance of this Design-Build 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 Design-Build 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.

14.11.2 Contractor Information. The parties understand that all the material provided or produced under this Design-Build 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.

14.12 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.

14.13 Rights and Remedies Not Waived. No payment or failure to act under the Design-Build 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 Design-Build Contract shall be held to be a waiver of any default or other breach.

14.14 Notices. All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid:

If to the Contractor: Evergreen Industrial, Ltd.
5002 Marketplace Drive, Suite 101
Johnstown, Colorado 80534

If to the City: Executive Director of the Department of Transportation
and Infrastructure or Designee
City and County of Denver
201 W. Colfax Avenue, Dept. 608
Denver, Colorado 80202

With a copy to: Robert Wheeler, Assistant City Attorney
Municipal Operations Division
201 W. Colfax Avenue, Dept. 1207
Denver, Colorado 80202

and

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

- 14.15 Survival of Certain Provisions.** The parties understand and agree that all terms, conditions and covenants of this Design-Build 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 Design-Build 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.
- 14.16 Contract Binding.** It is agreed that this Design-Build Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and duly authorized assigns.
- 14.17 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.
- 14.18 Severability.** It is understood and agreed by the parties hereto that, if any part, term, or provision of this Design-Build Contract, except for the provisions of this Design-Build 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 Design-Build Contract did not contain the particular part, term or provision held to be invalid.

- 14.19 Compliance With Denver Wage Laws:** To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.
- 14.20 Examination of Records and Audits:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.
- 14.21 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 under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record

was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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Contract Control Number: DOTI-202683749-00
Contractor Name: Evergreen Industrial, Ltd.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver


By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202683749-00
Evergreen Industrial, Ltd.

By:  F5C22277E9FD49C...

Jason Doucette
Name: _____
(please print)

Director of Preconstruction
Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A
General Contract Conditions
Index

**STANDARD SPECIFICATIONS FOR CONSTRUCTION
GENERAL CONTRACT CONDITIONS (INDEX)**

Page Number

TITLE 1 - DEFINITIONS	1
101 CITY	1
102 CONTRACT	1
103 CONTRACT AMOUNT	1
104 CONTRACT DOCUMENTS	1
105 CONTRACT TIME	1
106 CONTRACTOR	2
107 CONTRACTOR PERSONNEL	2
108 DAYS	2
109 DEPUTY MANAGER	2
110 DESIGNER	2
111 FINAL COMPLETION	2
112 MANAGER	3
113 PRODUCT DATA	3
114 PROJECT	3
115 PROJECT MANAGER	3
116 SAMPLES	3
117 SHOP DRAWINGS	3
118 SUBCONTRACTOR	3
119 SUBSTANTIAL COMPLETION	3
120 SUPPLIER	4
121 WORK	4
 TITLE 2 – CITY ADMINISTRATIVE ORGANIZATIONS; LINE OF AUTHORITY.....	 5
201 DEPARTMENT OF AVIATION	5
202 MANAGER OF AVIATION	5
203 DEPARTMENT OF PUBLIC WORKS	5
204 MANAGER OF PUBLIC WORKS	5
205 BUILDING INSPECTION	5
206 ZONING	5
207 DIVISION OF SMALL BUSINESS OPPORTUNITY	6
208 CITY AUDITOR	6
209 MANAGER OF FINANCE	6
210 CITY ATTORNEY	6
211 OFFICE OF RISK MANAGEMENT	6
212 CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY	6
213 CITY'S COMMUNICATIONS WITH THE CONTRACTOR	7
 TITLE 3 - CONTRACTOR PERFORMANCE AND SERVICES	 8
301 CONSIDERATION (CONTRACTOR'S PROMISE OF PERFORMANCE).....	8
302 NOTICE TO PROCEED AND COMPLETION OF THE WORK	8
303 EXACT CONTRACTOR PERFORMANCE	8
304 SUBSTITUTED PERFORMANCE	8
305 WORK PERFORMED UNDER ADVERSE WEATHER CONDITIONS.....	9
306 WORKING HOURS AND SCHEDULE	9
307 CONTRACTOR'S SUPERINTENDENT	10
308 COMMUNICATIONS	10

309	CONTRACTOR SUBMITTALS AND OTHER WRITTEN COMMUNICATIONS TO THE CITY.....	10
310	COMPETENCE OF CONTRACTOR'S WORK FORCE.....	11
311	NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE CONTRACT.....	11
312	CONDUCT OF CONTRACTOR'S PERSONNEL.....	12
313	SUGGESTIONS TO CONTRACTOR.....	12
314	WORK FORCE.....	12
315	CONSTRUCTION MACHINES AND STANBY EQUIPMENT.....	13
316	CUTTING AND PATCHING THE WORK.....	13
317	PERMITS AND LICENSES.....	13
318	CONSTRUCTION SURVEYS.....	14
319	PRESERVATION OF PERMANENT LAND SURVEY CONTROL MARKERS.....	14
320	TRADEMARKS, COPYRIGHTS AND PATENTED DEVICES, MATERIALS, AND PROCESSES.....	15
321	PROJECT SIGNS.....	15
322	PUBLICITY AND ADVERTISING.....	16
323	TAXES.....	16
324	DOCUMENTS AND SAMPLES AT THE SITE.....	17
325	CLEANUP DURING CONSTRUCTION.....	17
326	SANITARY FACILITIES.....	18
327	POWER, LIGHTING, HEATING, VENTILATING, AIR CONDITIONING AND WATER SERVICES.....	18
TITLE 4 - CONTRACT DOCUMENTS (DRAWINGS AND SPECIFICATIONS).....		19
401	CONTRACT DOCUMENTS - REVIEW AND INTERPRETATION.....	19
402	OWNERSHIP OF CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS.....	20
403	CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS ISSUED TO THE CONTRACTOR.....	20
404	REQUESTS FOR INFORMATION OR CLARIFICATION.....	21
405	SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.....	21
406	SUBSTITUTION OF MATERIALS AND EQUIPMENT.....	22
TITLE 5 - SUBCONTRACTS.....		24
501	SUBCONTRACTS.....	24
502	SUBCONTRACTOR ACCEPTANCE.....	24
TITLE 6 - TIME OF COMMENCEMENT AND COMPLETION.....		27
601	BEGINNING, PROGRESS AND TIME OF COMPLETION.....	27
602	LIQUIDATED DAMAGES, ADMINISTRATIVE COSTS; ACTUAL DAMAGES.....	27
603	DELAY DAMAGES.....	28
TITLE 7 - COOPERATION, COORDINATION AND RATE OF PROGRESS.....		29
701	COOPERATION WITH OTHER WORK FORCES.....	29
702	COORDINATION OF THE WORK.....	30
703	COORDINATION OF PUBLIC CONTACT.....	30
704	RATE OF PROGRESS.....	30
TITLE 8 - PROTECTION OF PERSONS AND PROPERTY.....		32
801	SAFETY OF PERSONS.....	32
802	PROTECTIVE DEVICES AND SAFETY PRECAUTIONS.....	33

803	PROTECTION OF PROPERTY AND WORK IN PROGRESS	33
804	PROTECTION OF MUNICIPAL, PUBLIC SERVICE OR UTILITY SYSTEMS	34
805	PROTECTION OF STREET AND ROAD SYSTEM	35
806	PROTECTION OF DRAINAGE WAYS	36
807	PROTECTION OF THE ENVIRONMENT	36
808	HAZARDOUS AND EXPLOSIVE MATERIALS OR SUBSTANCES	37
809	ARCHEOLOGICAL AND HISTORICAL DISCOVERIES	37
TITLE 9 - COMPENSATION.....		38
901	CONSIDERATION (CITY'S PROMISE TO PAY).....	38
902	PAYMENT PROCEDURE	38
903	SCHEDULE OF VALUES IN LUMP SUM CONTRACTS.....	39
904	UNIT PRICE CONTRACTS.....	39
905	PROGRESS PERIOD.....	39
906	APPLICATIONS FOR PAYMENT	40
907	RELEASES AND CONTRACTORS CERTIFICATION OF PAYMENT	41
908	RETAINAGE	41
909	ADDITIONAL WITHHOLDING OF PROGRESS PAYMENTS.....	42
910	FINAL ESTIMATE AND PAYMENT	43
911	ACCOUNTING OF COSTS AND AUDIT	43
TITLE 10 - WAGES.....		45
1001	PREVAILING WAGE ORDINANCE	45
1002	POSTING OF THE APPLICABLE WAGE RATES	45
1003	RATE AND FREQUENCY OF WAGES PAID	45
1004	REPORTING WAGES PAID.....	45
1005	FAILURE TO PAY PREVAILING WAGES	46
TITLE 11 - CHANGES IN THE WORK, CONTRACT PRICE OR CONTRACT TIME		47
1101	CHANGE ORDER	47
1102	CITY INITIATED CHANGES	47
1103	CONTRACTOR CHANGE REQUEST	48
1104	ADJUSTMENT TO CONTRACT AMOUNT	51
1105	TIME EXTENSIONS	54
TITLE 12 - CONTRACTOR CLAIMS FOR ADJUSTMENT AND DISPUTES.....		56
1201	NOTICE OF INTENT TO CLAIM	56
1202	SUBMITTAL OF CLAIMS	56
1203	WAIVER OF CLAIMS	58
TITLE 13 - DISPUTES		59
1301	DISPUTES.....	59
TITLE 14 - SITE CONDITIONS		60
1401	DIFFERING SITE CONDITIONS	60
1402	SITE INSPECTIONS AND INVESTIGATIONS	60

TITLE 15 - PERFORMANCE AND PAYMENT BONDS.....	62
1501 SURETY BONDS	62
1502 PERFORMANCE BOND.....	62
1503 PAYMENT BOND.....	62
TITLE 16 - INSURANCE AND INDEMNIFICATION.....	63
1601 INSURANCE.....	63
1602 DEFENSE AND INDEMNIFICATION.....	63
TITLE 17 - INSPECTION AND DEFECTS	64
1701 CONSTRUCTION INSPECTION BY THE CITY.....	64
1702 AUTHORITY OF INSPECTORS	64
1703 OBSERVABLE DEFECTS	64
1704 DEFECTS - UNCOVERING WORK	64
1705 LATENT DEFECTS	65
1706 REMOVAL OF DEFECTIVE MATERIALS AND WORK.....	65
TITLE 18 - WARRANTIES, GUARANTEES AND CORRECTIVE WORK.....	66
1801 CONTRACTOR'S WARRANTIES, GUARANTEES AND CORRECTION OF WORK.....	66
1802 PERFORMANCE DURING WARRANTY PERIOD	67
TITLE 19 - SUBSTANTIAL COMPLETION OF THE WORK	69
1901 CONTRACTOR'S NOTICE OF SUBSTANTIAL COMPLETION.....	69
1902 INSPECTION AND PUNCH LIST.....	69
1903 CERTIFICATE OF SUBSTANTIAL COMPLETION	69
1904 RIGHT OF EARLY OCCUPANCY OR USE.....	69
TITLE 20 - FINAL COMPLETION AND ACCEPTANCE OF WORK	71
2001 CLEAN-UP UPON COMPLETION	71
2002 FINAL COMPLETION AND ACCEPTANCE OF THE WORK.....	71
2003 FINAL SETTLEMENT	71
TITLE 21 - SUSPENSION OF WORK	74
2101 SUSPENSION OF WORK	74
2102 SUSPENSION OF THE WORK FOR THE CITY'S CONVENIENCE.....	74
2103 SUSPENSION BECAUSE OF ORDER OF CITY, STATE OR FEDERAL COURT OR AGENCY	75
2104 SUSPENSION RESULTING FROM CONTRACTOR'S FAILURE TO PERFORM	75
TITLE 22 - CITY'S RIGHT TO TERMINATE THE CONTRACT	76
2201 TERMINATION OF CONTRACT FOR CAUSE.....	76
2202 TERMINATION OF CONTRACT FOR CONVENIENCE OF THE CITY	77
TITLE 23 - MISCELLANEOUS PROVISIONS	80
2301 PARTIES TO THE CONTRACT.....	80
2302 FEDERAL AID PROVISIONS	80

2303	NO WAIVER OF RIGHTS	80
2304	NO THIRD PARTY BENEFICIARY	80
2305	GOVERNING LAW; VENUE	80
2306	ABBREVIATIONS	81
2307	STATUTE OF LIMITATIONS IN C.R.S. § 13-80-102(1)(h)	81
INDEX	i-ix

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Exhibit B
Special Contract Conditions

EXHIBIT B

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

SPECIAL CONTRACT CONDITIONS

The General Contract Conditions were developed and intended to apply to a traditional design-bid-build construction format. When applied to a design/build project delivery format, a number of provisions of the City's standard General Contract Conditions (the "Yellow Book") may be inapplicable or require modification to apply to a design/build delivery methodology. Without redrafting the City's standard General Contract Conditions, it is the intent of these Special Contract Conditions to modify the most clearly inapplicable or contrary provisions of the General Contract Conditions. The remaining General Contract Conditions and these Special Contract Conditions shall be interpreted and applied in a manner consistent with a design/build project delivery format. In the event of an express conflict, contradiction, or inconsistency between a word, phrase, or provision of the General Contract Conditions and a word, phrase, or provision of these Special Contract Conditions, the word, phrase, or provision of these Special Contract conditions shall prevail over the conflicting, contradictory, or inconsistent word, phrase, or provision of the General Contract Conditions.

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:

City and County of Denver:

Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS, 2011 Edition.

Transportation Standards and Details for the Engineering Division

City and County of Denver Traffic Standard Drawings

Wastewater Management Division

– *Standard Detail Drawings*

– *Wastewater Capital Projects Management Standard Construction Specifications*

Colorado Department of Transportation:

Standard Specifications for Road and Bridge Construction
(Sections 200 through 700 of the 2011 Edition)

Federal Highway Administration:

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

Building & Fire Codes:

Building Code of the City and County of Denver

(International Building Code 2009 Series, City and County of Denver Amendments 2011)

National Fire Protection Association Standards

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

The aforementioned City and County of Denver documents are available for review at the Capital Projects Management Office, 201 W. Colfax Ave., Dept. 506, (5th floor), Denver, CO 80202. The *Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS* is available at: http://www.denvergov.org/dpw_contract_admin/ContractAdministration/ContractorReferenceDocuments/tabid/440535/Default.aspx. *Transportation Standards and Details for the Engineering Division* and the Wastewater Management Division – *Standard Detail Drawings*, are available at <http://www.denvergov.org>.

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

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

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 at http://www.denvergov.org/dpw_contract_admin/ContractAdministration/ContractorReferenceDocuments/tabid/440535/Default.aspx

SC-2 Contract Documents (Replaces General Contract Condition 104)

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

“The Contract Documents” consist of the documents that are listed in Section 3 of the Design-Build Contract.

SC-3 Contractor Definition (Modifications for General Contract Condition 106) -

"Contractor" means the person, partnership, corporation, limited liability company, joint venture, or other entity that has contracted with the City to perform the Design-Build Construction Work as an independent contractor. The term Contractor Superintendent – may also mean Design-Build Manager.

SC-4 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-5 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 Manager hereby designates the City Engineer as the City official responsible for those certain actions and decisions designated as the responsibility of the Deputy Manager under the General Conditions and delegates to the City Engineer the authority necessary to undertake those responsibilities under this Contract. The Director shall have supervisory responsibility over the Project Manager. Additionally, Contractor questions concerning the Plans and Technical Specifications shall be directed to:

Denver Department of Transportation and Infrastructure / Engineering Division,

City Project Manager Allison Nash

SC-6 Designer (Replaces General Contract Condition 110)

General Contract Condition 110 Designer is hereby deleted in its entirety and replace with the following:

“Designer,” also sometimes referred to as “Architect”, “Engineer” “Lead Engineer,” “Lead Design Engineer,” “Design Professional,” “Designer of Record” or “Engineer of Record,” means the engineer who designs the project and prepares the specifications or directs the effort of designing the project and preparing the specifications. The Designer is identified in the Contract Documents and is an employee

of the Contractor or is retained by the Contractor as an independent contractor under a professional services agreement with the Contractor.

SC-7 Design and Construction Schedule (Replaces General Contract Condition 306.2, B, C & D)

General Contract Condition 306.2, B, C, and D. WORKING HOURS AND SCHEDULE are replaced with the following and E is incorporated as follows:

- B. Within 10 calendar days of the issuance date of NTP, the Contractor shall submit to the Project Manager a Cost Loaded Schedule. The Cost Loaded Schedule shall have a data date of the effective date of the NTP. A Cost Loaded Schedule narrative shall accompany the Cost Loaded Schedule.

The Cost Loaded Schedule shall depict how the Contractor plans to complete the design and construction work for the Project and shall show all those activities that define the Critical Path. The Cost Loaded Schedule shall provide for the adequate planning of the Project, as well as the Project Manager's monitoring and evaluation of progress and analysis of time impacts. The Contractor shall not attribute any negative float to any activity depicted on the Cost Loaded Schedule. The Project Manager will be allowed 10 calendar days to review and accept the Contractor's submittal of the Cost Loaded Schedule. Should the Project Manager reject the Contractor's submittal of the Cost Loaded Schedule, the Contractor shall resubmit a revised schedule within 10 calendar days of receipt of the Project Manager's review comments, at which time a new 10 calendar day review period by the Project Manager will begin.

- C. The schedule submitted by the Contractor shall comply with the following requirements.

The Cost Loaded Schedule shall follow these scheduling requirements:

1. No constraints shall be included except on milestones, and the start and finish activities,
2. Negative lags shall not be used at any time,
3. Each activity shall have at least one predecessor and one successor,
4. Submittal, procurement and fabrication activities shall be included,
5. Highlight the critical path on reports,
6. Include milestone activities for completion of all investigations, Design and Construction Work, and Final Acceptance Deadline.
7. Indicate the interdependence of activities (how the start of a given activity depends on the completion of preceding activities) and the sequence of work (how failure to complete a given activity may restrain the start of following activities).
8. Activities with duration times in excess of 15 calendar days shall be kept to a minimum.
9. Include any coordination and cooperation requirements, construction restrictions or other requirements of the Contract. The schedule shall include sufficient work calendars to identify specific activities requiring multiple shifts/day, multiple crews/shift, extended workweeks, or work at times other than what may be considered regular days or hours.
10. Include activities for all Design and Construction Work required by the Contract, including detailed activities for preliminary and final design work plus associated review requirements, permit processes, utilities coordination, demolition, construction, quality control, subcontractors, vendors, and suppliers. In addition, the schedule shall include, as a minimum, activities for the procurement, fabrication, required testing time frames, delivery of critical or special materials and equipment, as well as all submittal activities required by the Contract.
11. Describe by location and sequence activities so that the Design and Construction Work is readily identifiable and the progress of each activity can be measured. Activity duration shall be logical and consistent and shall be based on realistic and available resources of the Contractor and allow for a clear depiction of the progression of the work.
12. Substantial Completion and the Final Acceptance Deadline for each activity in the network,

the Contractor shall determine the Contract value. Administrative activities, City activities and milestones shall have an assigned cost of zero. The summation of the costs of all activities shall be equal to the Contractor's contract price for the Project. These costs are to be incorporated into the *Primavera* schedule and the anticipated daily earnings computed for both early and late starts. These earnings are to be graphically displayed in a time-cost chart ("S" curve).

The Project Manager's acceptance of a Contractor schedule shall not constitute a change of any portion of the Contract nor will it constitute approval. Failure of the Contractor to include any element of work required by the Contract in its schedules shall not relieve the Contractor from completing the Design and Construction Work within the time limit specified for Substantial Completion and Final Acceptance Deadline. If the Contractor fails to define any element of work, activity or logic, and the omission or error is discovered by either the Contractor or the Project Manager, it shall be corrected by the Contractor in regard to the next monthly update or revision of the schedule.

The Contractor shall not incorporate any changes or delays in the Cost Loaded Schedule without the Project Manager's approval.

- D 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. The Contractor may equitably allocate all or portions of said float or slack for use of the Contractor if such allocation is not likely to adversely affect the Substantial Completion date of the Project, or adversely affect the schedules of the City.
- E The Contractor shall, once a month, submit a progress report and an updated schedule in a form acceptable to the Project Manager.

SC-8 Contractor Superintendent – (Modifies General Condition 307)

Delete and replace with the following:

The Contractor shall employ and designate to the Deputy Manager in writing a competent Design-Build Manager, Design Manager, Project Quality Manager and Superintendent whose qualifications shall be acceptable to the Deputy Manager. The Design-Build Manager and Superintendent (when applicable) shall serve on a full-time basis and shall be authorized to act on behalf of the Contractor in all matters related to the Work. The same person(s) shall continue in their defined roles until the Work has been completed, unless the Deputy Manager requests that they be replaced, they cease to be employed by the Contractor, they become sick or disabled, or the Deputy Manager approves their replacement in writing.

SC -9 Suggestions To Contractor (Modifies General Condition 313)

Replace with the following:

Any plan of action, method of work, or construction procedure suggested orally or in writing to the Contractor by any City employee, agent or representative, which is not set out in Change Orders or other written directives issued in accordance with the Contract Documents, if adopted or followed by the Contractor in whole or in part, shall be performed at the sole risk and responsibility of the Contractor.

SC-10 Permits And Licenses (Modify Section .1, General Condition 317 as below)

- .1 The Contractor is required to possess the appropriate contractor and the required engineering licenses issued by the Department of Transportation and Infrastructure pertaining to the Work to be performed. The Contractor is also required to obtain all necessary permits for the project.

SC-11 Construction Surveys (Modify Section .1, General Condition 318)

General Condition 318 shall be deleted and modified as follows:

- .1 The City will provide all reference documents as shown in these Contract Drawings by coordinates and/or elevation. However, the City does not take responsibility for the accuracy of this survey data. The Contractor must validate that this data is accurate and ensure that all elements of the Work are correctly located.

SC-12 Contract Documents – Review and Interpretation (Deletes General Condition 401.3)

General Contract Condition 401.3 is hereby deleted in its entirety.

SC-13 Contract Drawings and Technical Specifications (Replaces General Condition 403)

General Contract Condition 403 is modified as follows:

- .1 The contractor is responsible for keeping an accurate record of drawings and specifications to record the construction of the work in its As Built condition at the Project Construction Site. The contractor shall daily record all changes and deviations in a neat and legible manner on the IFC plans. Any deviation from the IFC plans or technical specifications and the work done, no matter how insignificant, must be recorded. Underground utility structures encountered in performing the Work shall be correctly located on such drawings through physical ties or dimensions to permanent monuments or structures. When the Work is completed, the contractor must deliver a single set of Record Drawings that accurately reflect the as built condition of the project elements and Technical Specifications along with electronic copies to the Project Manager. These drawings (including electronic copies) must be provided and be approved by the Project Manager before final payment can be made. Electronic copies must be completely useable by the City - AutoCad with bound reference files.

SC-14 Requests for Information or Clarification (Deletes General Contract Condition 404)

General Contract Condition 404 REQUESTS FOR INFORMATION OR CLARIFICATION is hereby replaced in its entirety with the following:

The contractor is required to include the City in all documented RFIs.

SC-15 Shop Drawings, Product Data and Samples (Replaces General Contract Condition 405)

General Contract Condition 405 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES is hereby deleted in its entirety and replaced with the following:

- .1 The Contractor shall submit all Shop Drawings, as defined in these General Conditions, to the Designer, with a copy to the Project Manager. The Project Manager will review the shop drawings within seven (7) days following receipt of the shop drawings. The Project Manager will indicate its review with the following messages: Does not object; Does not object, but conditioned as noted, or, Objects.

- .2 The Contractor shall prepare, review, certify, endorse and submit, to the Designer, with reasonable promptness, and in such sequence as to cause no delay in the Work, all Shop Drawings, required by the Contract Documents. The Contractor shall prepare and deliver to the City a submittal schedule for Shop Drawings, as required by the Special Conditions or Technical Specifications. All such drawings and other material shall contain identifying nomenclature and each submittal shall be accompanied by a transmittal identifying in detail all enclosures. Facsimile reproductions of Contract drawings shall not be used, in whole or in part, for the direct submittal of Shop Drawings unless specifically approved by the Project Manager.
- .3 By preparing, certifying, and submitting Shop Drawings, the Contractor represents that the Contractor has determined and verified all materials, field measurements, and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals with the requirements of the Work, the Project, the Contract Documents and previously reviewed and accepted submittals.
- .4 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the City's review. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data, or Samples by the City's review of them. Review of a specific item by the City shall not indicate the City's acceptance thereof. City review of the Shop Drawings shall not be construed as approval of the adequacy of the documents and shall not constitute a waiver of any remedies the City may have in law or inequity.
- .5 All re-submittals shall either on their face, or in the accompanying transmittal, clearly indicate all revisions that have been made since the previous submittal.
- .6 The Project Manager may review the Contractor's submittal such as Shop Drawings, for conformance with the Contract Documents. Review by the Project Manager shall not relieve the Contractor of its responsibilities under the Contract Documents.

SC-16 Substitution of Materials and Equipment (Deletes General Contract Condition 406)

General Contract Condition 406 SUBSTITUTION OF MATERIALS AND EQUIPMENT is deleted in its entirety.

SC-17 Subcontracts (Replaces General Contract Condition 501)

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-18 Subcontractor Acceptance (modifies General Contract Condition 502)

General Contract Condition 502 SUBCONTRACTOR ACCEPTANCE is modified as follows:

- .3 The Contractor shall submit within 30 days of award 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.

SC-19 Cooperation with Other Work Forces (modifies General Contract Condition 701)

General Contract Condition 701 COOPERATION WITH OTHER WORK FORCES is modified as follows:

- .4 If the Contractor, through its acts or omissions, causes loss, damage or delay to the Work or other property, the Contractor shall, upon due notice, promptly use its best efforts to remedy such loss, damage or delay, at no additional cost to the City.
- .5 If the Contractor, through its acts or omissions, causes loss, damage or delay to the work or property of any other Contractors, Subcontractors, tenants, government agencies, and municipal, public service or utility systems, the Contractor shall, upon due notice, promptly use its best efforts to remedy such loss, damage or delay, or otherwise settle with such other person or entity by agreement or otherwise, at no additional cost to the City.

SC-20 Coordination with Public Contact (modifies General Contract Condition 703)

General Contract Condition 703 COORDINATION WITH PUBLIC CONTACT is modified as follows:

703.4 Requiring accommodation of City approved tours is deleted.

SC-21 Payments to Contractors (amends and clarifies General Contract Conditions 902-907, 2003)

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

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

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

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

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

SC-22 Change Order (modifies General Contract Condition 1101)

General Contract Condition 1101 CHANGE ORDER is modified as follows:

.3 No revision or change furnished or requested by either party to the other in connection with the preparation, submission, review, comment, approval, or identification of the Design Development Documents or Construction Documents will be considered a change entitling the Contractor to a change in the Contract Time, unless such change shall be expressly evidenced by a Change Order.

.4 Changes in design and construction required to conform to the requirements of the Design-Build Criteria and Scope, unless the Design-Build Criteria and Scope have been modified by Change Order, shall be completed by Contractor without any increase in the Contract amount or adjustment to the date for Substantial Completion regardless of the stage of completion of design and/or construction and regardless of whether any design or construction has been otherwise approved by the City. Changes to the Contract Documents, including, without limitation, changes in the Contract Amount or extensions of the date for Substantial Completion, shall only be by Change Order issued by the City.

SC-23 Adjustment to Contract Amount (modifies General Contract Condition 1104)

General Contract Condition 1104 ADJUSTMENT TO CONTRACT AMOUNT is modified as follows:

1104.2.E Mark Up For Overhead And Profit.

- (1) The total markup for overhead and profit on change orders, shall not exceed 15% of the actual costs set forth in GC 1104.2.A-D, regardless of the tier(s) of subcontractors.
- (2) Neither General Contractors nor Sub-contractors shall receive markup on markup.
- (3) All of the Contractor's and Subcontractor's field and office overhead and supervision costs are included in the markups listed above
- (4) 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 that 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%).

SC-24 Surety Bonds (modifies General Contract Condition 1501)

General Contract Condition 1501 SURETY BONDS is modified by adding paragraph 1501.4 as follows:

.4The Performance and Payment Bonds required under GC 1502 and 1503 shall remain in full force and effect throughout the three (3) year general warranty period following final acceptance. This obligation of the Contractor shall continue notwithstanding the making or acceptance of final payment under GC 2003.

SC-25 BONDING REQUIREMENTS

In accordance with the provisions of General Contract Conditions, Title 15, PERFORMANCE AND PAYMENT BONDS, the minimum bonding requirements for this Contract are set forth in the form **CITY AND COUNTY OF DENVER PERFORMANCE AND PAYMENT BOND** contained in the Special Conditions Section of the Contract Documents. Upon receipt of Notice of Selection, the successful proposer must cause this form bond to be purchased, executed and furnished, along with appropriate Powers of Attorney and a surety authorization letter (in form similar to the one attached), to the City in accordance with the instructions contained herein.

SC-26 Construction Inspection by the City (modifies General Contract Condition 1701)

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

.1 Except as modified in the Technical Specifications and Quality Management Plan to be developed with the Contractor *persons who are employees* of the City or who are under contract to the City 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 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 Contract Amount. In addition, Contractor shall provide whatever access and means of access are needed to off-site facilities used to store or manufacture materials and equipment to be incorporated into the Work and shall respond to any other reasonable request to further the inspector's ability to observe or complete any tests. Such inspections shall not relieve the Contractor of any of its quality control responsibilities or any other obligations under the Contract. All inspections and all tests conducted by the City are for the convenience and benefit of the City. These inspections and tests do not constitute acceptance of the materials or Work tested or inspected, and the City may reject or accept any Work or materials at any time prior to the inspections pursuant to G.C. 2002, whether or not previous inspections or tests were conducted by the inspector or a City representative.

.2 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-27 Reserved.

SC-28 Reserved.

SC-29 SITE INSPECTION AND INVESTIGATIONS

Prior to submitting a bid, the bidder is invited to inspect the work site and its surroundings. Although the bidder is not required to make such an inspection before bidding, for purposes of the Contract it shall be conclusively presumed that by failing to make such an inspection, the bidder has waived the right to later claim additional compensation or time extensions for conditions which would have been evident had the site been inspected.

Since the bid information cannot be guaranteed, the Contractor shall have assumed the risks attendant to successful performance of the Work and shall never make claim for additional compensation or time extensions on the grounds that the nature or amount of work to be done was not understood by the bidder at the time of the bidding.

SC-30 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 Contractor shall be responsible for the costs of transporting the loads. Non-hazardous waste is defined as those substances and materials not defined or classified as hazardous by the Colorado Hazardous Waste Commission pursuant to C.R.S. §25-15-101(6), as amended from time to time, and includes 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-31 GREENPRINT DENVER REQUIREMENTS

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

A completed “Greenprint Denver Closeout Form for Construction Projects” shall be delivered to the Project Manager as a submittal requirement of Final Acceptance.

<http://www.denvergov.org/constructioncontracts/Home/ContractorResources/tabid/443154/Default.aspx>

SC-32 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-33 Waiver of: Part 8 of Article 20 of Title 13, Colorado Revised Statutes

As to the City only, 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-34 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. Without limiting the foregoing, the Contractor is prohibited from hiring any subcontractor ineligible under any of the Federal Provisions of this Contract, including those in Part 4 of the Contract.

SC-35 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-36 Acceptance or Approval by City

Pursuant to the Design-Build Contract, and the other contract documents, the City may be required to review various documents, design, specifications and other information submitted by the Contractor and /or Designer. It is expressly understood and agreed by the Contractor that under no circumstances shall any review by the City, or its agents or representative relieve the Contractor or the Designer, or any engineer, architect or other consultant retained by, through or under the Contractor, of any liability, obligation, or

responsibility, whether by statute, regulation, contract, custom or otherwise, for the design and construction of the Project and the compliance of the Work with the requirements of this Contract, including without limitation, compliance with the Design-Build Criteria and Scope, except to the extent amended by Change Order. The City's acceptance or approval of any deviation or omission from, or conflict or contradiction with the Design-Build Criteria and Scope must be in writing and an appropriate Change Order issued modifying the requirements of the Design-Build Criteria and Scope.

SC-37 Spare Parts

Prior to Substantial Completion, the Contractor shall deliver new, unopened containers of maintenance supplies, tools, spare parts, extra stocks of materials, finish materials, paint, and similar physical items to the City for those items typically requiring repair or replacement during the first two (2) years of building operation in quantities as directed by the City. Such maintenance supplies, tools, spare parts, extra stocks of materials, and similar physical items may include, but not necessarily be limited to, any special manufactured items, paint, devices or parts that are not available through regular procurement procedures and shall be delivered to the Project and placed in a location as directed by the City.

SC-38 Start-Up

The Contractor, with the assistance of operating personnel made available by the City, will direct the checkout of utilities and operations of systems and equipment for readiness, perform initial start-up and testing procedures, and instruct operating personnel in the operation of said utilities, systems and equipment.

SC-39 Reserved.

SC-40 Mitigation of Damages

1 Notwithstanding any right or obligation of the City or the Contractor to suspend, abandon, terminate, or otherwise delay or stop Work under this Contract, or to impose Liquidated Damages under this Contract, each party shall have an affirmative duty to take any and all reasonable actions to mitigate loss or damage to each party as a result of such suspension, abandonment, termination, or other delay or stoppage of Work, or imposition of Liquidated Damages.

2 The duty to mitigate damages shall apply to both the City and the Contractor, jointly and severally, regardless of fault.

3 Neither the City nor the Contractor shall take any steps or perform any act or refuse or fail to perform any act that would unreasonably interfere with or preclude the other party from taking reasonable action to mitigate losses. No provision of this Contract shall be applied, interpreted, or invoked in a manner that would unreasonably interfere with or preclude the other party from taking such reasonable action to mitigate losses.

SC-41 Value Engineering

The parties desire to have flexibility in determining how best to deliver the Work within the parameters established by the Contract Documents. The Contractor is encouraged to develop and deliver value engineering proposals that reduce the project cost yet fulfill the intent of the contract documents. City's Approval of Value Engineering Change Proposals (VECP)s is required with respect to any proposed changes in the Contract Requirements. Changes in Contract Requirements may be submitted as VECPs in the manner proposed below.

A VECP is a proposal developed and documented by the Contractor which:

1. Proposes to modify or require a change in any of the Contract Requirements in order to be implemented (including any changes to the Design); and
2. Reduces the cost of the Project without impairing essential functions or characteristics of the Project (including service life, economy of operation, ease of maintenance, desirability and safety) as determined by City in its sole discretion, and provided that it is not based solely upon a change in quantities, performance or reliability or a relaxation of the Contract requirements.

The Contractor is encouraged to submit VECPs whenever it identifies potential savings. The City may also request the Contractor to develop and submit a specific VECP. The Contractor has the right to refuse to consider such City-initiated VECPs.

When the Contractor initiates a VECP, the Contractor will be required to develop and submit a VECP proposal that provides a comprehensive description of the following information.

1. A statement that the submission is a VECP, a narrative description of the proposed change, the advantages and disadvantages of the proposed change and a description of how the proposed change will prevent any deleterious effect in function, service life, economy of operation, ease of maintenance or safety.
2. Description of the existing Contract requirements, which are involved in the proposed change.
3. Identification of the Contract requirements (with reference to specific Sections), which must be changed if the VECP is approved.
4. A description of any previous use or tests of the proposal and the conditions and results. If the proposal was previously submitted on another City or CDOT project, indicate the date, contract number and the action taken by City or CDOT.
5. Date or time by which a Change Order adopting the VECP must be issued in order to obtain the maximum cost reduction, noting any effect on the Contract Schedule and if, in any way the proposal approval would jeopardize the required completion date.
6. A complete cost analysis including current pricing for the existing Contract requirements compared to the Contractor's cost estimate of the proposed changes. The Contractor shall provide any additional information requested by City in a timely manner. Additional information could include results of field investigations and surveys, design computations, and field change sheets.

Upon receipt of a VECP, City will process it, may request more information, and require a recalculation of quantities or other cost information, but will not be liable for any delay in acting upon any proposal. The Contractor may withdraw all or part of any VECP at any time prior to Approval by City.

City may approve, in its sole discretion, in whole or in part, by Change Order, any VECP submitted. The decision of City to reject or approve a VECP shall be at the sole discretion of City and shall be final and not subject to partnering, dispute resolution, or appeal. The Contractor shall have no claim for any additional costs or delays resulting from the delayed processing or rejection of a VECP, including development costs, loss of anticipated profits, or increased material or labor costs. Until a Change Order is issued on a VECP, the Contractor shall remain obligated to perform in accordance with the Contract Documents.

If City Approves a VECP submitted by the Contractor, the Contract Price shall be adjusted in accordance with the following:

The Contract Price shall be reduced by an amount equal to the sum of: (i) 100 percent of any additional costs incurred by City resulting from the VECP; plus (ii) 50 percent of the estimated net savings.

Estimated Net Savings shall mean: (i) the difference between the cost of performing the Work according to the Contract Documents using current estimates and the actual cost to perform it according to the proposed change; less (ii) the costs of studying and preparing the VECP as proven by the Contractor and Approved by City in accordance with the Change Order procedures set forth herein; less (iii) any additional costs incurred by City (including costs relating to any Relocations and ROW and implementation costs) resulting from the VECP. The Contractor's profit shall not be considered part of the cost.

All Approved or disapproved VECPs and Negotiated Changes will become the property of City, and shall contain no restrictions imposed by the Contractor on their use or disclosure. City retains the right to use, duplicate, and disclose in whole or in part any data necessary for the utilization of the proposal on any other or subsequent projects without any obligation to the Contractor. This provision is not intended to deny rights provided by law with respect to patented materials or processes.

SC-42 Value Added Enhancements

During the contract period, project funding may be available to the City. The sources of this funding will include the difference between the contractors cost for the Base project and the original funding for the project or additional funding becoming available regardless of source. Based on the amount of available funds, City shall select from the City's list of prioritized projects as submitted in the Proposal, specific Value Added Enhancements as a City Initiated Change by issuing a Change Request. If the Change Request is issued within 90 days of the Bid, the price submitted with the proposal will be used as the cost basis. If the Change Request is issued after the 90 days, contractor may request price and schedule changes to reflect actual changed condition. Contractor will provide full justification of each change. City shall have the right to approve or deny. If the parties are not able to develop a mutual agreeable cost and schedule change order, City at its option may proceed with Change Directive or elect to not undertake the work under this agreement.

SC-43 Warranty - Modifies General Contract Conditions 1801, 1802, and Special Contract Condition 24

The Parties expressly acknowledge that the Project is designed and constructed for the purpose of being repeatedly subjected to live-fire training and that damage arising from such use is expected, anticipated, and excluded from the Contractor's warranty obligations. Therefore, Contractor's and Contractor's surety's liability shall be limited to defects in materials and workmanship. Contractor and Contractor's surety shall have no liability for:

.1 Fire Training Damage. Any condition resulting from the exposure of the Work to fire, heat, water, smoke, chemicals, impact or damage in training exercises.

.2 DFD Modifications. Any condition caused by modifications, alterations, additions, or repairs to any portion of the Work performed by or at the direction of the Denver Fire Department, the City, or any party other than the Contractor or its subcontractors, including but not limited to modifications to the roof structure, roof support system, ventilation openings, burn rooms, or any structural or non-structural element of the Work.

Exhibit C

Design-Build Criteria and Scope



SCOPE OF WORK PER FINAL SCHEMATIC DESIGN

DFD Burn Building Denver, CO

EIL PROJECT NO. 25062

02/24/2026



Revision	Date	Description
0	1/30/2026	Proposal Furnished to Owner
1	02/19/2026	Revised scope to reflect alternates selected by DFD.
2	02/24/2026	Revised scope to reflect final schematic design selected by DFD.

PROJECT UNDERSTANDING

Project Type: GC DESIGN-BUILD

Evergreen Industrial, Ltd. ("Evergreen") proposes to provide General Contracting Services and Construction as follows:

- Construct the 3-Level burn building per RFP for the Denver Fire Department in Denver, CO.

This document consists of, in whole or part, the following Construction Specifications Institute (CSI) Divisions:

01 - General Conditions	05 – Metals	09 - Finishes	13 – Special Construction
02 - Sitework and Demolition	06 – Woods and Plastics	10 - Specialties	14 – Conveying Systems
03 - Concrete	07 – Thermal Protection	11 – Equipment	15 - Mechanical
04 - Masonry	08 – Doors and Windows	12 – Furnishings	16 - Electrical



PROJECT SCOPE

01 PRE-CONSTRUCTION, DESIGN & ENGINEERING

1. Architect of Record
 - a. Includes design through BP
 - b. Evergreen assumes a site visit and documents provided by the client will provide enough information to complete the design.
 - c. Evergreen assumes all SDP design will be excluded from this project.
2. Structural engineering
 - a. Includes design through BP
 - b. Evergreen assumes a site visit and documents provided by the client will provide enough information to complete the design.

01 3rd PARTY TESTING, SPECIAL INSPECTIONS & CONSTRUCTION SURVEY

1. Excluded.
 - a. Evergreen has included in house construction survey which will be used to effectively locate the surface mounted foundation blocks and determine the elevations in which they need to be to ensure levelness of structure.

01 GENERAL CONDITIONS

1. Project Manager
2. Superintendent
3. Administrative Support

01 TEMPORARY FACILITIES & CONTROLS

1. Chemical latrine(s)
2. Evergreen assumes an adequate staging area will be provided by DFD.
 - a. Material will be stored off site until scope is ready to be installed.
3. Evergreen assumes parking areas for 3 trucks will be provided by DFD.
 - a. This is necessary for trucks to transport the welders and tools needed to erect the building.
4. Evergreen assumes an onsite temporary construction trailer is not necessary for this project.
5. Evergreen excludes any temporary fencing or security fencing for the duration of the scope.

01 PERMITS & FEES

1. Included.
 - a. Evergreen assumes all SDP permits will be excluded from this project.
 - b. Evergreen includes the BP review fees and other fees associated with that process. Please refer to the SOV for cost.
 - c. Permit and fees included:
 - i. Building Permit Fee
 - ii. Building Permit Review Fee
 - iii. Use Tax Fee
 - iv. Building Permit Inspection Fee
 - v. Building Fire Protection System Fee



vi. Fire Plan Review Fee

01 INSURANCE

1. General Liability Insurance

02 DEMOLITION & SITEWORK

DEMOLITION

1. Excluded.

EARTHWORK

1. Excluded.

ASPHALT PAVING

1. Excluded.
 - a. Evergreen to avoid any contact and construction activities on the adjacent asphalt north of the site to avoid damage to new monitoring wells. DOTI/DFD to fully document existing conditions of this area.
 - i. Material handling equipment may drive on the surface of the existing asphalt on the north of the site. Evergreen will identify and barricade new monitoring wells such that construction activities which take place on site and clearly see/avoid them.

CONCRETE PAVING & SITE CONCRETE

1. Excluded.
 - a. Advisable for DOTI/DFD and Evergreen to document the existing conditions of the concrete slabs on site prior to Evergreen mobilizing.

UTILITIES

1. Excluded.

FENCING

1. Excluded.

LANDSCAPING & IRRIGATION

1. Excluded.

03 CONCRETE

FOOTINGS & FOUNDATIONS

1. Provide and install surface mounted concrete pads for conexes to be set on top of.
 - a. Concrete pads are shared with connecting conexes.
 - b. Evergreen assumes a system of concrete blocks directly on top of the existing concrete slab will be sufficient to bare the conexes. The blocks will be doweled into the slab. The concrete blocks will be used to level the building due to the site sloping which will maintain the structural integrity of the building.
 - c. Evergreen assumes the concrete slab is sufficient to bear the weight of the building and all concrete blocks will be installed prior to permit approval.

SLAB ON GRADE

1. Excluded.



- a. Evergreen assumes that construction activities will not damage the existing slab beyond its current conditions or state.

SLAB ON DECK

1. Excluded.
 - a. Evergreen assumes no costing for above scope is needed based on existing conditions and/or damaged done during install.

04 MASONRY

CONCRETE MASONRY UNITS (CMU)

1. Excluded.

SYNTHETIC STONE VENEER

1. Excluded.

05 METALS

1. Perform cuttings for all openings on the 18 EA 40' conexes.
2. Provide and install galvanized steel cradle for roof system prop on 2 EA conexes on level 3.
 - a. Corner casting extensions are included.
3. Provide and install galvanized ladder to access roof prop on level 3.
4. Provide and install 1 EA galvanized switchback stair systems on one end of the building starting on level 1 up to level 3.
 - a. Includes landings for level 2 and level 3.
 - b. Includes risers to get back down to grade.
5. Provide and install 1 EA galvanized straight stair systems on one end of the building starting on level 1 up to level 3.
 - a. Includes landings for level 2 and level 3.
 - b. Includes risers to get back down to grade.
6. Provide and install galvanized cat walks on level 2 and level 3 going the full length of the building.
 - a. Includes guardrail.
7. Provide and install 4 EA galvanized balconies on level 2 and level 3, 8 EA total.
 - a. Includes guardrail.
8. Provide and install 16 EA interior inner unit partition walls.
 - a. 8 EA on level 2 and level 3, 16 EA total
 - b. All partition walls are excluded from level 1.
9. Provide and install 12 EA unit demising walls.
 - a. 6 EA on level 2 and level 3, 12 EA total.
 - b. All demising walls are excluded from level 1.
10. Provide and install interior reinforcing carbon steel on floor, wall, & ceilings in 4 EA burn rooms on level 2 and level 3, 8 EA total.
11. Provide and install 28 EA exterior reinforcing carbon sheets at all exterior windows.
12. Provide and install 28 EA reused conex material for opening/closing exterior windows.
 - a. Perimeter framing opening, hinged windows, hinges & locking mechanism.
13. Provide and install 43 EA floor drains, 1 EA per a room.
 - a. Cut hole in floor and add steel grating.
 - b. Number above includes floor drains for level 1.



14. Provide and install 8 EA hose door, 1 EA per a door on side Charlie on level 2 and level 3.
15. Provide and install galvanized awning that goes the full length of the building to cover the exterior cat walks.
16. Building signage is excluded from cost.
17. Safety railing on roof prop.
 - a. Safety railing is removable.
18. Provide and install carbon steel strips to function as joint flashing over gaps between the shipping containers.

06 WOODS / PLASTICS

1. Excluded.

07 THERMAL / MOISTURE PROTECTION

ROOF INSULATION

1. Excluded.

WALL INSULATION

1. Excluded.

INSULATED METAL PANELS

1. Excluded.

SINGLE PLY MEMBRANE ROOFING SYSTEM

1. Excluded.

SKYLIGHT

1. Excluded.

JOINT SEALANTS, MISC. SEALANTS

1. Excluded.

FIRE CAULKING

1. Excluded.

08 DOORS / WINDOWS

MAN DOORS

1. Provide and install 41 EA fabricated reused material doors.
 - a. Comprised of conex materials, barrel hinges, and pivoting arm for closing/securement.

STOREFRONT SYSTEMS

1. Excluded.

OVERHEAD & COILING DOOR SYSTEMS

1. Excluded.

09 FINISHES

FRAMING, GYPSUM WALL BOARD, ACOUSTIC CEILING TILE, INSULATION

1. Excluded.



FLOOR & WALL COVERINGS

1. Excluded.

FLOOR & WALL COATINGS

1. Excluded.

FLOOR & WALL TILE

1. Excluded.

PAINT

1. Paint the exterior visible sides/ends of the conexes when building is fully assembled.

10 SPECIALTIES

BATHROOM PARTITIONS

1. Excluded.

BATHROOM SPECIALTIES (GRAB BARS, ETC.)

1. Excluded.

LOCKERS, BENCHES, SHELVING

1. Excluded.

11 EQUIPMENT

1. Excluded.

12 FURNISHINGS

1. Excluded.

13 SPECIAL CONSTRUCTION

CONEX PROCUREMENT

1. Provide and install 18 EA 40' long x 8' wide x 9'-6" tall conexes.
 - a. Includes shipping to project address.
 - b. Evergreen assumes the existing flooring in the shipping container is adequate for all training, excluding the burn rooms. The existing flooring shall remain in all shipping containers that is not a designated burn room.

MATERIAL & PERSONNEL PLATFORM EQUIPMENT

1. Consumables and equipment are included for the duration of the project.
2. A crane is included for setting conexes, NTE 5 days including mobilization and demobilization.
 - a. Assumes weather delay.

14 CONVEYING SYSTEMS

1. Excluded.

15 MECHANICAL

PLUMBING

1. Excluded.



HVAC / REFRIGERATION

1. Excluded.

FIRE PROTECTION

1. Excluded.

IG ELECTRICAL

1. Excluded.

PRICING OVERVIEW

STRUCTURE

1. ESTIMATE

OPTIONS

1. N/A

ALLOWANCES

1. N/A

BREAKOUTS

1. N/A

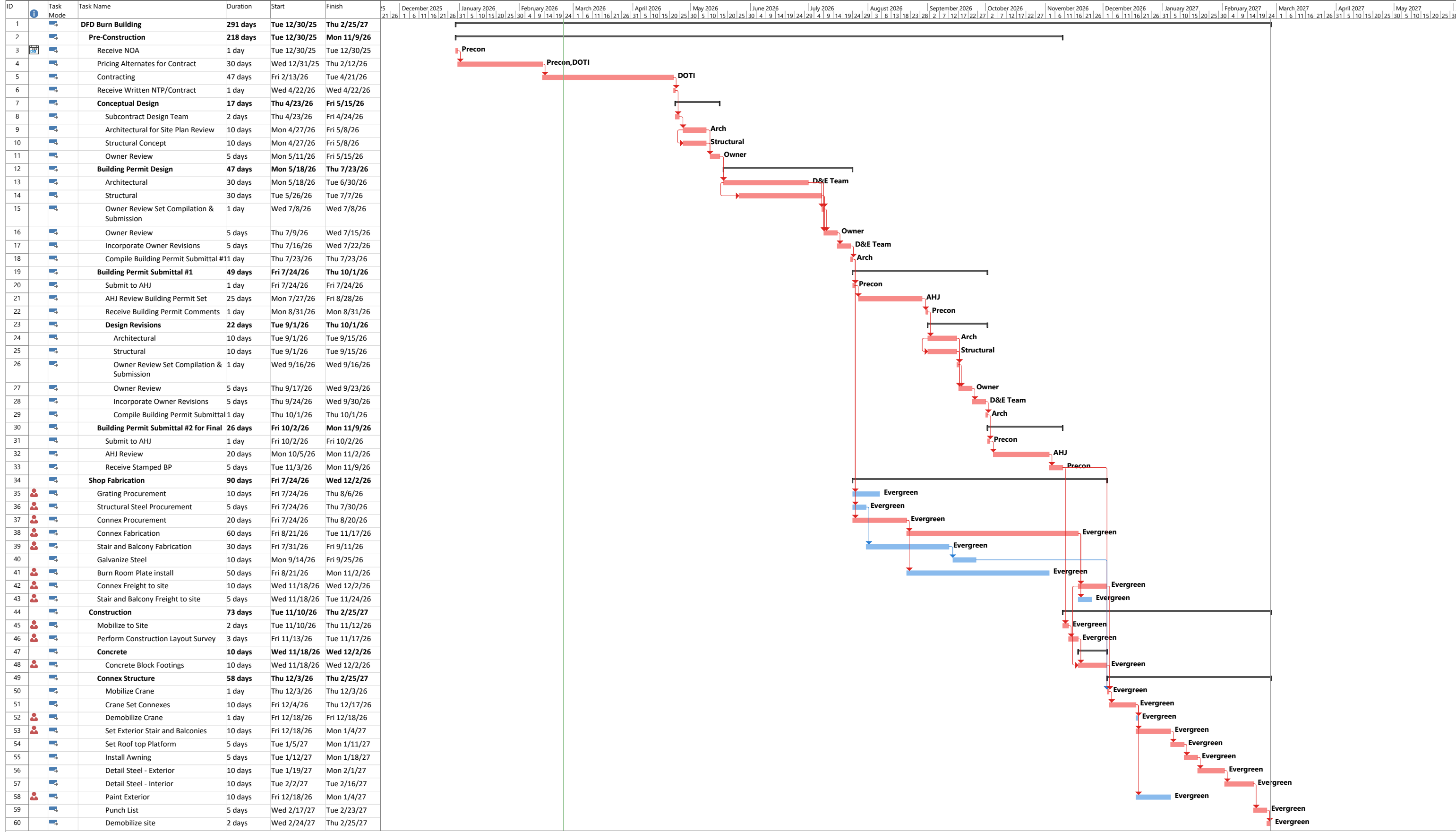
SPECIFIC EXCLUSIONS

1. Construction specific permits
 - a. Multi-phase permitting fees
 - b. Road impact fees
 - c. Meter fees
 - d. Municipal administration fees
 - e. Municipal impact fees
 - f. Water/sewer/gas tap fees
 - g. Utility service and impact fees
2. Design & Engineering
 - a. Geotechnical Report
 - b. Civil
 - c. MEP
3. Municipal impact fees, tap fees, and any other such fees assessed by a municipality.
4. Third Party Testing & Special Inspections for shop and/or field
5. Temporary Power & Water
 - a. The following temporary utility services shall be included upon request:
 - i. Power
 - ii. Water
 - b. The following temporary generator power shall be included upon request:
 - i. Generator: At direct cost / MO
 1. Fuel: At direct cost / MO
6. Dewatering
7. Setting & Installation of Owner Furnished Equipment
8. Anything not specifically listed as included within the aforementioned scope.



ASSUMPTIONS & CLARIFICATIONS

1. Due to the volatility within the Construction Market, this proposal remains valid until June 30th, at which time Evergreen reserves the right to reevaluate total project costs.
2. Evergreen bid this project per the RFP and has not verified for code compliance.
3. This proposal assumes that Evergreen will be contracted directly with Owner and is not subjected to any terms between other parties.
4. Requests for Time Extensions due to abnormal weather conditions are subject to the requirements of General Condition 1105.3.
5. Adequate and accessible lay-down and staging area is provided.
6. Construction Site is free of any excessive debris, subsurface conditions (including, but not limited to: boulders larger than 12", shallow bedrock that impedes shallow foundations and utilities, groundwater and/or high water table, etc.) that would require further mitigation beyond what is described above within the scope of work. Environmental cleanup is not included in this scope of work.
7. Coordinated access to the Construction Site.
8. Owner review window/timeline for submittals and design.
 - a. Submittal Review – 10 days (doors/hardware, paint colors, etc.)
 - i. All changes are subject to price increase.
9. All work completed under the Approved, issued Building Permit, shall be contracted and managed by Evergreen Industrial and its designated and approved GC License holder.
10. Evergreen shall not manage, schedule, insure, warranty and/or coordinate any inspections related to the work put in place by direct owner hired Subcontractors.
11. Subcontractors not managed by Evergreen shall not be on site unattended by owner or owner's designated representative.
12. Any additional work completed beyond the contract shall be issued as a change order.
13. Evergreen shall not warranty any steel sag or damage from fire burn testing within the conex structure, DFD modifying the roof structure system or DFD damaging things during their training.
14. Evergreen will require full DOTI buy-in/acceptance of the procurement submittals and conceptual design prior to procurement proceeding. If this is complete, procurement and fabrication can begin before the permit approval.

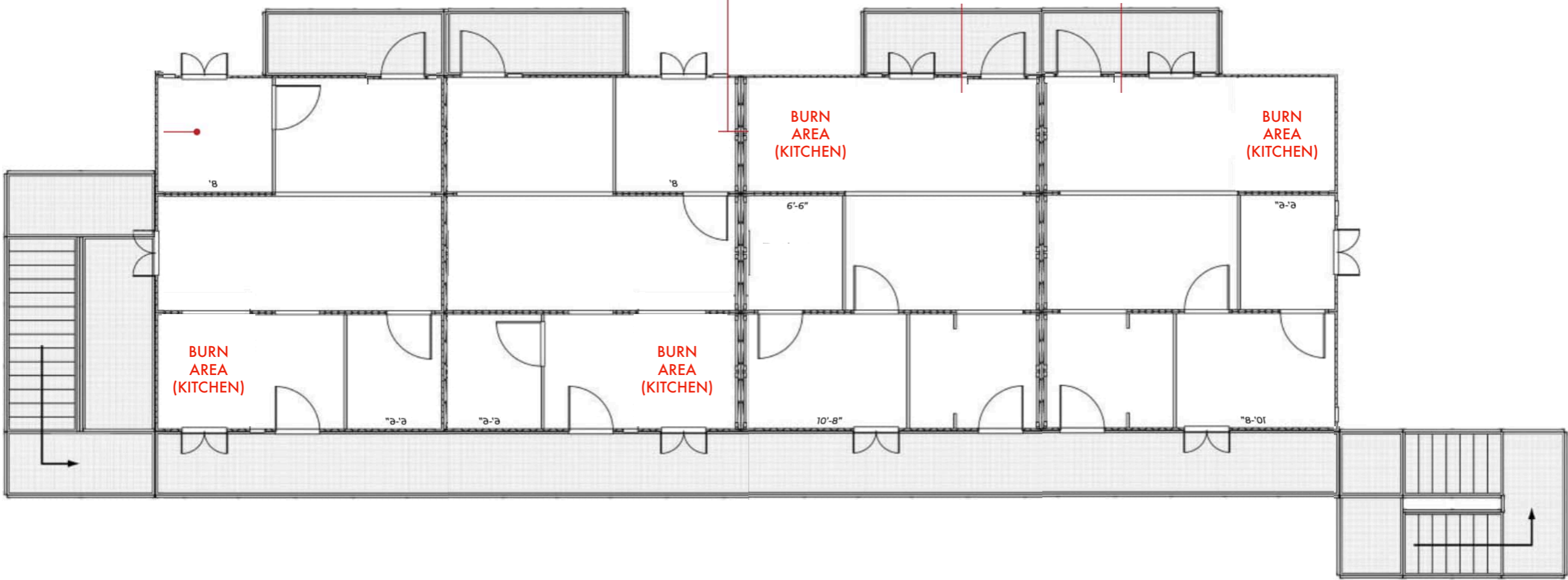


Project: Development Schedule Date: Tue 2/24/26

Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Critical Split
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	Progress
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Critical	Manual Progress

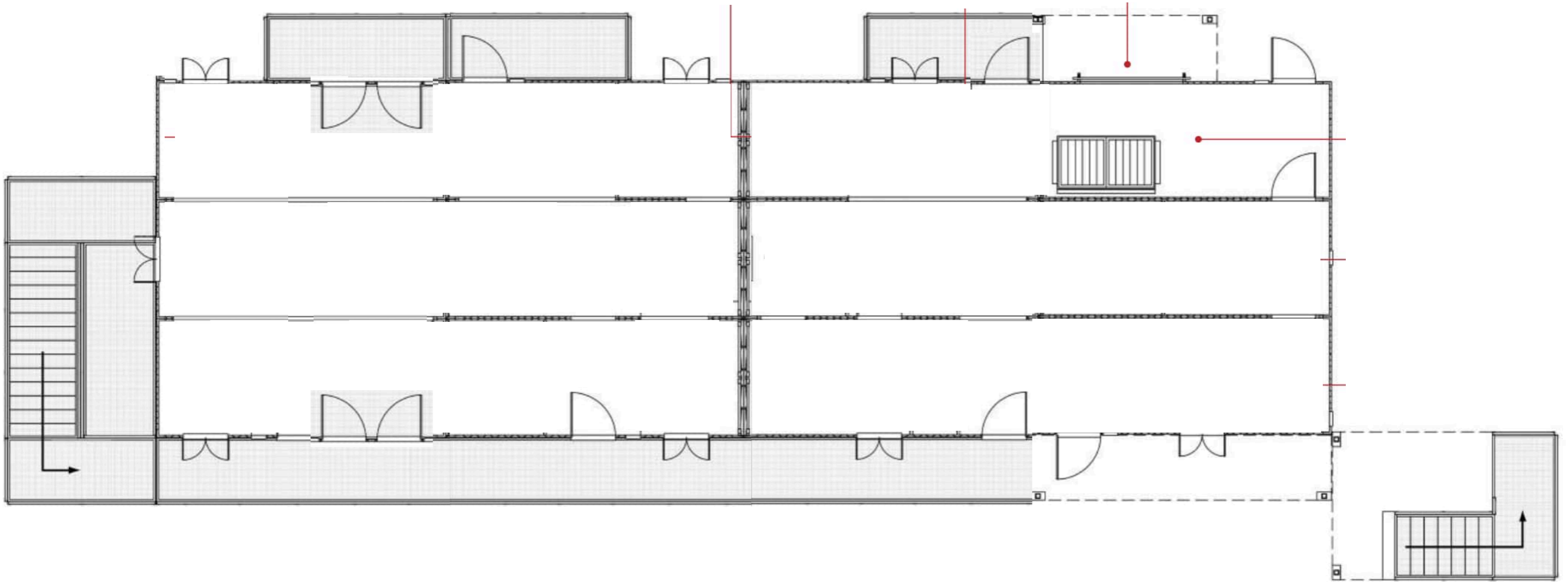
(40) FLOORS 2 - 3

BALCONY FIX



(40) FLOOR 1

(DOORS, WINDOWS, AND CUTOUTS)





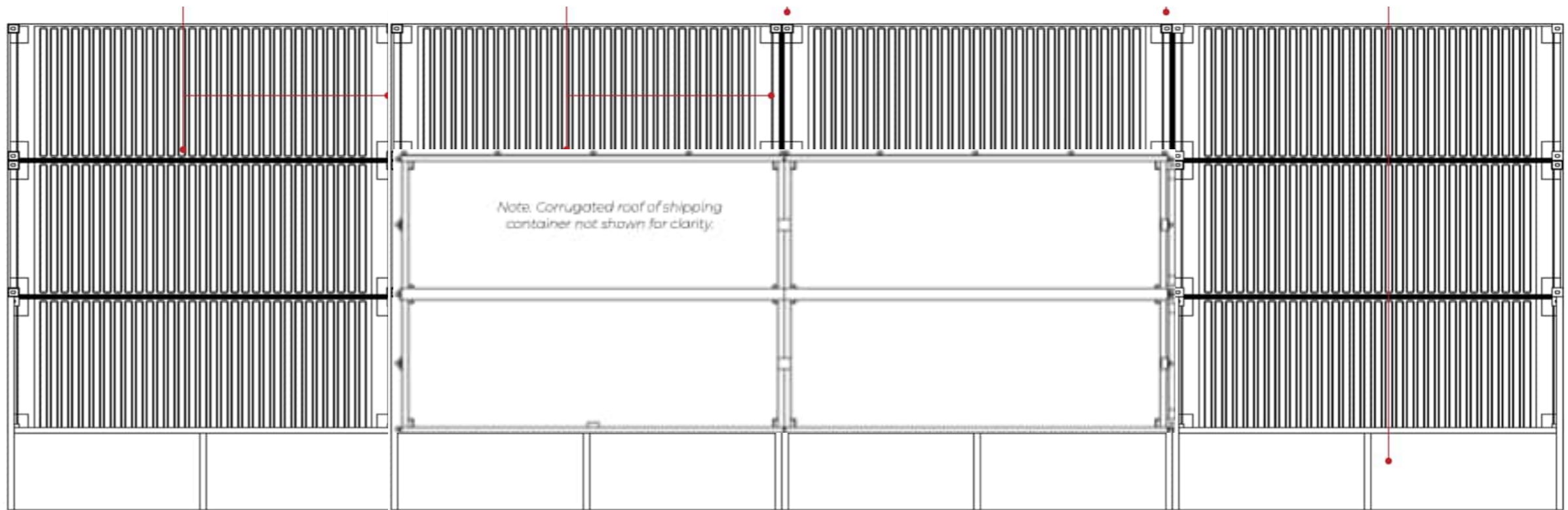


Exhibit D

Contract Drawings (100% Construction Documents)

[Incorporated herein by reference upon City Acceptance]

Exhibit E

Technical Specifications

[Incorporated herein by reference upon City Acceptance]

Exhibit F

Negotiated Fixed Contract Price

Exhibit F - Pricing Sheet

DIV 1 Design & Engineering		\$ 31,393.00
DIV 1 General Conditions		\$ 107,528.00
DIV 1 Temporary Facilities and Controls		\$ 1,396.00
DIV 1 Permits & Fees		\$ 50,998.00
DIV 1 Insurance		\$ 62,550.00
DIV 2 Demo		\$ 2,989.00
DIV 3 Concrete		\$ 17,764.00
DIV 5 Metals		\$ 539,539.00
DIV 7 Thermal & Moisture Protection		\$ 9,488.00
DIV 8 Openings		\$ 41,247.00
DIV 9 Finishes		\$ 16,304.00
DIV 13 Special Construction		\$ 224,528.00
Lump Sum Fixed Contract Price		\$ 1,105,724.00
Changes to Work / Owner Directed Changes		\$ 44,276.00

Exhibit G
Performance & Payment Bond

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

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned **Evergreen Industrial, Ltd, 5002 Marketplace Dr. Ste 101, Johnstown, CO 80534**, a corporation organized and existing under and by virtue of the laws of the State of Colorado, hereafter referred to as the "Contractor", and **Old Republic Surety Company PO Box 1635 Milwaukee, WI 53201-1635**, a corporation organized and existing under and by virtue of the laws of the State of Wisconsin, and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", in the penal sum of **One Million One Hundred Fifty Thousand Dollars and Zero Cents (\$1,150,000.00)**, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has entered into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete the construction of **Contract No. 202683749 – Denver Fire Department Training Center Burn Building**, 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 19th day of March, 2026.

Attest:



Secretary

Evergreen Industrial, Ltd.

Contractor

By:



President

Old Republic Surety Company

Surety

By:



Attorney-In-Fact Troy Staples

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

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of Colorado)
County of Larimer)

On this 23rd day of March, in the year 2026, before me personally come(s) Curt Brinker, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

DANE MATTHEW HART
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234044235
MY COMMISSION EXPIRES JANUARY 16, 2028

[Signature]
Notary Public My Commission Expires: 01-16-2028

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known, who, being duly sworn, deposes and says that he/she is the _____ of the _____ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 19th day of March, in the year 2026, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Old Republic Surety Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Old Republic Surety Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



[Signature]
Notary Public



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint JENNIFER M. BOYLES, NICHOLAS HOCHBAN, THOMAS M. LAHL, TROY STAPLES, ZACHARY PATE, THOMAS GEORGE KEMP of WEST ST PAUL, MN

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 9th day of February, 2023.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 9th day of February, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-0375



Signed and sealed at the City of Brookfield, WI this 19th day of March, 2026

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

PATE BONDING, INC.

Exhibit H
Certificate of Insurance



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
3/25/2026

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

AGENCY CCIG 155 Inverness Drive West Englewood, CO 80112	PHONE (A/C, No, Ext): (303) 799-0110	COMPANY The Hanover Insurance Co. 440 Lincoln St - MS n175 Worcester, MA 01653
FAX (A/C, No): (303) 799-0156	E-MAIL ADDRESS: info@thinkccig.com	
CODE: 2301012	SUB CODE:	
AGENCY CUSTOMER ID #: EVERIND-01		
INSURED Evergreen Industrial, Ltd. 5002 Marketplace Drive, Ste 101 Johnstown, CO 80534	LOAN NUMBER	POLICY NUMBER IH4M33182500
	EFFECTIVE DATE 3/25/2026	EXPIRATION DATE 3/25/2027
	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	PERILS INSURED					AMOUNT OF INSURANCE	DEDUCTIBLE
	BASIC	BROAD	SPECIAL				
Limit at any one location Limit						\$1,100,000	
Limit per disaster Limit						\$1,100,000	
Limit at temporary location Limit						\$500,000	
Transit limit Limit						\$500,000	
Earthquake Limit						\$100,000	25,000
Flood Limit						\$100,000	25,000
Special Limit							2,500

REMARKS (Including Special Conditions)

Special Conditions:

Builder's Risk Policy
RE: Denver Fire Department Training Center Burn Building
Location: 5440 Roslyn Street, Denver CO

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS City and County of Denver Denver, CO	<input checked="" type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	<input type="checkbox"/> MORTGAGEE		
	LOAN #		
AUTHORIZED REPRESENTATIVE 			

Exhibit I

Equal Employment Opportunity Provisions

Equal Employment Opportunity Provisions
RULES AND REGULATIONS
REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

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

RULE I - DEFINITIONS

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

RULE II - NOTICE OF HEARING

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

RULE III - HEARING

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

REGULATIONS

REGULATION NO. 1 - ORDINANCE:

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

REGULATION NO. 2 - EXEMPTIONS:

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

REGULATION NO. 3 - DIRECTOR OF CONTRACT COMPLIANCE:

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

REGULATION NO. 4 - GOALS AND TIMETABLES:

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

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

REGULATION NO. 5 - AWARD OF CONTRACTS:

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

REGULATION NO. 6 - PUBLICATION AND DUPLICATION:

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

REGULATION NO. 7 - NOTICE TO PROCEED:

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

REGULATION NO. 8 - CONTRACTS WITH SUBCONTRACTORS:

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

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

REGULATION NO. 9 - AGENCY REFERRALS:

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

REGULATION NO. 10 - CLAUSES:

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

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

All amendments to the appendices shall be included by reference.

REGULATION NO. 11 - SHOW CAUSE NOTICES:

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

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

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

[END OF PAGE]

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

APPENDIX A

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

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

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

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

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

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

[END OF PAGE]

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

APPENDIX F

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

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

NOTICE

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

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

/s/ _____

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

A. REQUIREMENTS - AN AFFIRMATIVE ACTION PLAN:

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

1. GOALS AND TIMETABLES:

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

<p>GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE</p> <p>From January 1, 1982 to Until Further Notice</p> <p>21.7% - 23.5%</p>	<p>GOALS FOR FEMALE PARTICIPATION FOR EACH TRADE</p> <p>From January 1, 1982 to Until Further Notice</p> <p>6.9%</p>
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The goals for minority and female utilization above are expressed in terms of hours of training and employment as a proportion of the total number of hours to be worked by the contractor's aggregate workforce, which includes all supervisory personnel, in each trade, on all projects for the City and County of Denver during the performance of its contract (i.e., The period beginning with the first day of work on the City and County of Denver funded construction contract and ending with the last day of work).

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

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

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

2. SPECIFIC AFFIRMATIVE ACTION STEPS:

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

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

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

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

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

3. NON - DISCRIMINATION:

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

4. COMPLIANCE AND ENFORCEMENT:

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

B. CONTRACTORS SUBJECT TO THESE BID CONDITIONS:

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

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

C. OBLIGATIONS APPLICABLE TO CONTRACTORS:

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

D. GENERAL REQUIREMENTS:

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

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

[END OF PAGE]

Exhibit J
Prevailing Wage Schedules

City and County of Denver



TIMOTHY M. O'BRIEN, CPA
AUDITOR

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

2026 Heavy General Wage Decision

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: January 7, 2026
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Tuesday, January 6, 2026**, and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** (does not include residential construction consisting of single-family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, § 20-76(c).

General Wage Decision No. CO 20260002

Superseded General Decision No. CO 20250002

Modification No. 0

Publication Date: 1/6/2026

(6 pages)

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

Attachments as listed above.

In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under \$19.29 to comply with the city's new minimum wage effective January 1st, 2026.

General Decision Number: CO20260002 01/02/2026

Superseded General Decision Number: CO20250002

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

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

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

- Executive Order 14026 generally applies to the contract.
- The contractor must pay all covered workers at least \$19.29 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 2026.

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

- Executive order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least \$19.29 per hour (or the applicable wage determination, if it is higher) for all hours spent performing on that contract in 2026.

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

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

MODIFICATION NUMBER	PUBLICATION DATE		
0	01/06/2026		
ASBE0028-001 07/01/2025		RATES	FRINGES
ASBESTOS WORKER/INSULATOR (INCLUDES APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS AND FINISHINGS TO ALL TYPES OF MECHANICAL SYSTEMS)		\$36.98	\$16.82
BRCO0007-004 01/01/2024		RATES	FRINGES
BRICKLAYER (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, AND WELD COUNTIES)		\$42.37	\$12.86

BRCO0007-006 05/01/2024	RATES	FRINGES
BRICKLAYER (INCLUDES EL PASO AND PUEBLO COUNTIES)	\$32.93	\$14.29

ELEC0012-011 09/01/2025	RATES	FRINGES
ELECTRICIAN (INCLUDES PUEBLO COUNTY)	\$35.40	\$16.06

ELEC0068-001 06/01/2025	RATES	FRINGES
ELECTRICIAN (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER, AND WELD COUNTIES)	\$46.80	\$19.53

ELEC0111-001 03/01/2025	RATES	FRINGES
LINE CONSTRUCTION		
LINE CONSTRUCTION/GROUNDMAN	\$27.39	21.25%+8.50
LINE EQUIPMENT OPERATOR / LINE TRUCK CREW	\$44.27	21.25%+8.50
LINEMAN GAS FITTER/WELDER	\$61.46	24.25%+8.50

ELEC0111-007 01/01/2025	RATES	FRINGES
ELECTRICIAN (INCLUDES MESA COUNTY)	\$31.75	\$13.25

ELEC0113-002 06/01/2025	RATES	FRINGES
ELECTRICIAN (INCLUDES EL PASO COUNTY)	\$48.70	\$18.47

ENGI0009-001 05/01/2024	RATES	FRINGES
POWER EQUIPMENT OPERATORS		
BLADE: FINISH	\$34.58	\$15.20
BLADE: ROUGH	\$34.05	\$15.20
BULLDOZER	\$34.05	\$15.20
CRANES: 50 TONS AND UNDER	\$34.77	\$15.20
CRANES: 51 TO 90 TONS	\$35.07	\$15.20
CRANES: 91 TO 140 TONS	\$36.27	\$15.20
CRANES: 141 TONS AND OVER	\$38.63	\$15.20
FORKLIFT	\$34.58	\$15.20
MECHANIC	\$35.58	\$15.20
OILER	\$34.14	\$15.20
SCRAPER: SINGLE BOWL UNDER 40 CUBIC YARDS	\$35.20	\$15.20
SCRAPER: SINGLE BOWL, INCLUDING PUPS 40 CUBIC YARDS AND OVER AND TANDEM BOWLS	\$35.41	\$15.20
TRACKHOE	\$35.20	\$15.20

IRON0024-003 11/01/2025	RATES	FRINGES
IRONWORKER, STRUCTURAL	\$39.21	\$23.49

IRON 00847 11/01/2025	RATES	FRINGES
IRONWORKER, REINFORCING	\$55.25	\$3.65

LABO0086-001 05/01/2009	RATES	FRINGES
LABORERS: PIPELAYER	\$19.29	\$6.78

PLUM0003-005 06/01/2024	RATES	FRINGES
PLUMBER (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER AND WELD COUNTIES)	\$50.68	\$20.15

PLUM0058-002 07/01/2024	RATES	FRINGES
PLUMBERS AND PIPEFITTERS (INCLUDES EL PASO COUNTY)	\$45.90	\$17.17

PLUM0058-008 07/01/2024	RATES	FRINGES
PLUMBERS AND PIPEFITTERS (INCLUDES PUEBLO COUNTY)	\$45.90	\$17.17

PLUM0145-002 07/01/2025	RATES	FRINGES
PLUMBERS AND PIPEFITTERS (INCLUDES MESA COUNTY)	\$41.32	\$16.01

PLUM0208-004 06/01/2024	RATES	FRINGES
PIPEFITTERS (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER AND WELD COUNTIES)	\$46.01	\$22.43

SHEE0009-002 07/01/2025	RATES	FRINGES
SHEET METAL WORKER	\$43.05	\$22.65

TEAM0455-002 05/01/2025	RATES	FRINGES
TRUCK DRIVERS: PICKUP	\$26.96	\$4.87
TRUCK DRIVERS: TANDEM/SEMI AND WATER	\$27.59	\$4.87

SUCO2001-006 12/20/2001	RATES	FRINGES
BOILERMAKER	\$19.29	\$**
CARPENTERS: FORM BUILDING AND SETTING	\$19.64	\$2.74
CARPENTERS: ALL OTHER WORK	\$19.29	\$3.37
CEMENT MASON/CONCRETE FINISHER	\$19.29	\$2.85
LABORERS: COMMON	\$19.81	\$2.92
LABORERS: FLAGGER	\$19.29	\$3.80
LABORERS: LANDSCAPE	\$20.81	\$3.21
PAINTERS: BRUSH, ROLLER & SPRAY	\$19.29	\$3.26
POWER EQUIPMENT OPERATORS: BACKHOE	\$19.81	\$2.48
POWER EQUIPMENT OPERATORS: FRONT END LOADER	\$20.81	\$3.23
POWER EQUIPMENT OPERATORS: SKID LOADER	\$19.29	\$4.41

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

Office of the Prevailing Wage Administrator for Supplemental Rates
 Specific to Denver projects: Revision Date 01-06-2026

Classification		Base	Fringe
Laborer	Group 1	\$19.29	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Janitor)	Janitor/Yardmen	\$19.29	\$8.22
Laborer (Asbestos)	Removal of Asbestos	\$21.03	\$8.55
Laborer (Tunnel)	Group 1	\$19.29	\$8.30
	Group 2	\$19.29	\$8.31
	Group 3	\$19.73	\$8.42
	Group 4	\$21.59	\$8.61
	Group 5	\$19.68	\$8.42
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	\$19.29	\$10.00
	Group 2	\$19.29	\$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 use.

Exhibit K

Request for Proposal (RFP)

[Incorporated herein by reference]

Exhibit L

Contractor Response to RFP

[Incorporated herein by reference]