

CMGC CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the “Construction Contract”) is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado (the “City”) and **GERALD H. PHIPPS, INC.** a Colorado Corporation authorized to do business in Colorado, whose address is 5995 Greenwood Plaza Blvd., Suite 100, Greenwood Village, Colorado 80111 (“the Contractor”), jointly (“the Parties”).

RECITALS

1. The City wishes to build the Webb Building Consolidation Renovation to consolidate utilization, upgrade worn-out finishes, meet current building codes, and meet ADA requirements (the “Project”).

CONTRACT CONTROL NO. 202367708

2. The Project will be implemented by the Department of Transportation and Infrastructure.

3. In furtherance of the Project, the City contracted with Studiotrope, LLC (the “Designer” or “Design Consultants” or “Consultant Team”) to perform professional architectural and engineering design services for the programming and design of the Project.

4. Pursuant to Section 20-56 of the Denver Revised Municipal Code (“D.R.M.C.”), the City commenced on November 7th, 2022, and advertised for at least three (3) consecutive days, the City’s solicitation for qualification submissions from qualified contractors for the Project.

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

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

7. Proposals received were evaluated and ranked by a selection committee and a recommendation was made to the City’s Executive Director of the Department of Transportation and Infrastructure, (“Executive Director”) who evaluated the Proposals and recommended that contracts for performance on the Project be made and entered into with the above-named Contractor. For purposes of this agreement only, the terms “Executive Director of the Department of Transportation and Infrastructure,” “Executive Director,” “Manager of Department of Transportation and Infrastructure,” and “Manager,” “Executive Director of Public Works”, and “Manager of Public Works” are interchangeable and shall have the same meaning.

8. Based upon that ranking, the City and the Contractor entered into a Preconstruction Services Agreement, Contract No. 202366804, to perform preconstruction services.

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

10. Based on this performance, the Contractor is thoroughly informed about the Project and the Project design. Contractor has submitted and the City has accepted a GMP Proposal to construct the Project.

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

12. The City anticipates funding the Project with funds received through a separate Certificate of Participation financing on the rentals from a lease-purchase agreement (the "Lease") between the City and Civic Center Office Building Inc.(Corporation) as landlord and settlor to the 2003C Leasing Trust (Trust) (the "Lease") Zions First National Bank, as Trustee (the Trustee).

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

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

1.0 PROJECT SUMMARY AND DEFINITIONS

1.1 **Project.** The "Project" as used herein shall mean:

The Webb Building Consolidation Renovation and Site Improvements.

1.1.1 The Project includes the preconstruction and construction management services for improvements, modification and upgrades to approximately 838,305 sq. ft. of the Webb Building and surrounding sitework.

1.1.2 The Project is located at 201 West Colfax Ave., Denver, Colorado, 80202 (the "Project Site").

1.1.3 The details of the Project are more particularly set forth in the Schematic Design Package including the drawings, specifications and narratives prepared by the Designer dated November 3rd, 2022, the Schematic Design and Design Development documents dated February 3rd, 2023 (the "Design Documents" more particularly described and incorporated by reference as **Exhibit L**) and Contractor's GMP Proposal dated April 4th, 2023 (the "GMP Proposal" attached as **Exhibit O**).

1.2 **Guaranteed Maximum Price.** The Project includes a single Guaranteed Maximum Price (the "GMP"), as defined in this Agreement, to complete the Project.

1.3 **Contractor Selection.** In accordance with the requirements of Section 20-56 of the Denver Revised Municipal Code (the "DRMC"), the City implemented and completed a competitive selection process to identify qualified Contractors to perform both preconstruction and construction services for the Project. The Contractor was selected as the first ranked proposer to perform such services for the City as set forth in the City's Request for Proposals (the "RFP") dated November 7th, 2022; and the Contractor's Responses dated December 20th, 2022 and January 17th, 2023. In referencing these solicitations and submissions herein, the City and the Contractor acknowledge that the scope of the Project, as presented and addressed by these documents, has materially evolved since the issuance of these documents and that some information presented will not be applicable to this Construction Contract or the Project.

1.4 **Project Funds.** The Contractor acknowledges and accepts that, due to the financing structure for the Project,

there are limited funds available to design and construct the Project. The total of all funds available to complete the Project is **NINETY-TWO MILLION THREE HUNDRED TWO THOUSAND THREE HUNDRED SIXTY-FOUR DOLLARS AND NO CENTS (\$92,302,364.00)** “Project Funds” which includes a GMP of \$78,302,364.00 and an Owner’s Contingency of \$14,000,000. Contractor acknowledges and accepts that the Project must be completed with these funds. As part of this acknowledgment and acceptance, the Contractor shall at all times cooperate fully with the City and the Design Consultant to develop the Project and its various components for construction and ultimately construct the Project so as not to exceed the limited funds available.

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

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

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

1.5.3 Subject to any allowed contingency provided for in Section 1.7.1, the Contractor further acknowledges and agrees the GMP fully accounts for any risks associated with failing to consider the design intent reasonably inferable from the Contract Documents. The Contractor has documented in its GMP Proposal any and all clarifications regarding the design intent, including the intended level of quality of the Project. No GMP increase or extension of the Contract Time will be allowed to account for any assumption, exclusion and clarification the Contractor failed to document or for any other item of Work covered by the Contract Documents that the Contractor failed to account for in its GMP Proposal.

1.6 Allowances. The allowances set forth in Contractor’s GMP Proposal have been accepted by the Project Manager. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ any persons or entities against which the Contractor may make reasonable objection. Contractor’s GMP Proposal sets forth all allowances applicable to the Work. Unless otherwise provided for in the Contract Documents:

1.6.1 Contractor will provide the Project Manager with proposed deadlines for the City to select materials and equipment under allowances within 90 days of the City issuing the Notice to Proceed. A Notice to Proceed shall not issue until the Trustee has obtained funding. The City and Contractor will agree on final deadlines that avoid delays in the Work while providing the City sufficient time to make selections. Deadlines may be adjusted by mutual agreement of the Contractor and the Project Manager;

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

1.6.3 Contractor's costs for unloading and handling at the Project Site, labor, installation costs, and other expenses contemplated for the stated allowance amounts are included in the allowances. However, Contractor's home office overhead and profit for all allowance items are included in the Contractor's Fee and are not in the allowance; and

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

1.7 Construction Contingency.

1.7.1 Construction Contingency. The GMP includes a Construction Contingency in an amount equal to a lump sum of **FOUR MILLION SIX HUNDRED SIXTY THOUSAND TWO HUNDRED SEVENTY-ONE DOLLARS AND NO CENTS (\$4,660,271.00)** ("Construction Contingency") to complete the Project.

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

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

1.8 Owner's Contingency.

1.8.1 Owner's Contingency. The Maximum Contract Amount includes an Owner's Contingency of **FOURTEEN MILLION DOLLARS AND NO CENTS (\$14,000,000.00)** ("Owner's Contingency"). The Owner's Contingency is outside the GMP.

1.8.2 Use of Owner's Contingency. Owner's Contingency will only be used to compensate Contractor for City initiated changes to the work requested pursuant to General Contract Condition 1102, overruns in allowances approved by the City and to compensate Contractor for changes to the Work outside the GMP that are permitted, submitted, and approved in compliance with General Contract Condition 1103. The use of Owner's Contingency will be pursuant to Title 11 of the General Contract Conditions.

1.8.3 Unused Owner's Contingency. Contractor has no right or claim to Owner's Contingency other than

as stated in paragraph 1.8.2.

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

1.10 User Agency. The “User Agency” as used herein shall mean the Real Estate Division of the Department of Finance that oversees the City’s real estate needs.

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

2.0 CONTRACT DOCUMENTS

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

This CM/GC Construction Contract

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

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

Minority/Women Owned Business Enterprise Program Compliance Plan (incorporated herein by reference as **Exhibit C**)

Preconstruction Services Agreement, dated April 25, 2023 (incorporated herein by reference as **Exhibit D**)

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

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

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

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

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

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

Certificate of Contract Release (attached as **Exhibit K**)

Design Documents: List of design documents (attached as **Exhibit L**)

Equipment Rental Rates (attached as **Exhibit M**)

Billing Rates for Staffing and Salaried Schedule (attached as **Exhibit N**)

Contractor's GMP Proposal dated April 4, 2023 (attached as **Exhibit O**)

Contractor's GMP Proposal Summary (attached as **Exhibit P**)

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

Self-Performed Work Letter (attached as **Exhibit R**)

Appropriation and Encumbrance Form (Attached as **Exhibit S**)

The City's Request for Proposals, dated November 7th, 2022 (RFP) (incorporated herein by reference)

Contractor's Response to RFP dated December 20th, 2022 and Contractor's RFP Submittal dated January 17th, 2023 (incorporated herein by reference)

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

- 2.2.1** this Construction Contract, as may be modified by amendment or change orders;
- 2.2.2** the Special Contract Conditions;
- 2.2.3** the General Contract Conditions;
- 2.2.4** the Design Documents;
- 2.2.5** the Contractor's GMP Proposal;
- 2.2.6** executed Change Orders;
- 2.2.7** all other Exhibits, whether attached to this Construction Contract, incorporated by reference;

2.3 The intent of the Contract Documents is to include all terms, conditions, work items and services necessary or required for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be binding as if required by all. Work items or services not covered in the Contract Documents will be required unless they are not consistent with the Contract Documents and are not inferable from the Contract Documents as being necessary to produce the result intended by the Contract Documents. Anything

mentioned in the technical specifications and narratives and not shown on the contract drawings or shown on the contract drawings and not mentioned in the technical specifications and narratives, shall be of like effect as if shown or mentioned in both. Words and abbreviations that have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meaning.

2.4 It is contemplated by the Parties that numerous exhibits or attachments, including construction documents and final technical specifications, will not be accomplished or must be developed after execution of this Construction Contract and, as such, must be finalized, incorporated by reference and/or attached to and be made a part of the Contract Documents subsequent to execution of this Construction Contract. The incorporation of such exhibits or attachments into this Construction Contract shall be accomplished by written directive from the Executive Director of The Department of Transportation and Infrastructure or the Executive Director's designee. The Parties shall be diligent in accomplishing these exhibits and attachments. To the extent these new exhibits or attachments conflict with other exhibits or portions of this Construction Contract, the greater service, better quality or greater quantity shall be included in the Work.

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

3.0 SCOPE OF WORK

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

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

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

3.2.2 Construction Services. The Construction 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 the GMP; while satisfying the City's longstanding commitment to quality, efficiency, value, innovation, partnering, responsiveness to agency and community needs and compliance with all applicable regulatory requirements in the performance of general public improvements. Compensation for the Construction Services shall be in accordance with the terms and conditions of this Construction Contract.

3.2.3 The Scope of Work or Work. The terms “Scope of Work” or “Work” as used herein shall mean all construction services required by, or reasonably inferable from, the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor necessary to complete the Project. The Work includes, but is not limited to, all Construction Services set forth in the GMP Proposal, attached as **Exhibit O**. It is understood and agreed that the Construction Services, installed equipment, licenses, installation, training and all included Warranties associated with this Construction Agreement that are being provided to the lessee City hereunder are also routinely provided to nongovernmental customers on the same terms and conditions that were offered to the City and are agreed to by the City in this Construction Agreement.

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

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

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

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

3.3.4 Finally, the Contractor represents that it has reviewed the Design Consultant Agreement(s) and the Design Documents, accepts the terms and requirements thereof and affirmatively states that the Project, as expressed by the Design Documents and the Project requirements and constraints is a reasonable and constructible Project, incorporating a reasonable and workable delivery approach, schedule and cost.

4.0 RELATIONSHIP OF THE PARTIES

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

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

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

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

4.5 **City Delegation of Authority.** With reference to General Contract Condition 109, DEPUTY MANAGER and General Contract Condition 212, CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Executive Director hereby delegates to the City Engineer the authority necessary to undertake the decisions designated as being the responsibility of the Deputy Manager. The City Engineer hereby designated as Project Manager with authority to handle the day-to-day administration of the Agreement, the following personnel:

Curt Winn – Department of Transportation and Infrastructure Project Manager –
Curt.Winn@denvergov.org – 303.710.3393

Danny Rowley – Department of Transportation and Infrastructure Project Manager –
Daniel.Rowley@denvergov.org – 970.759.0661

5.0 COORDINATION AND COOPERATION

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

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

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

practicable, Project meetings with the City shall be conducted in the City and County of Denver, Colorado.

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

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

6.0 CONTRACT TIME, SUBSTANTIAL COMPLETION AND LIQUIDATED DAMAGES

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

6.2 **Construction Time.** The term “Construction Time” is defined as the total number of days between the date of the Notice to Proceed with Construction and the date on which Substantial Completion of all Work must be completed by the Contractor. The Construction Time shall be: 1095 Calendar Days.

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

6.4 **Liquidated Damages.** The Parties recognize and agree that time is of the essence for this Contract. In the event that the Work is not Substantially Complete within the Construction Time, as that time may be extended for delays for which an extension of time is permitted under the terms of the Contract Documents, the City and the Contractor acknowledge and agree, after a full discussion of the implications of this section, that it would be impractical and extremely difficult to estimate the damages (including, by way of example but without limitation, direct and indirect, incidental, special and consequential damages) which the City might incur for failure of the Contractor to timely achieve Substantial Completion within the Construction Time. Therefore, the City and the Contractor have determined that a reasonable estimate of the total detriment that the City would suffer in the event that the Contractor so defaults and the Project is not Substantially Complete within the Construction Time, as extended as permitted herein, is and shall be, in the event of said default and failure, as the sole and exclusive remedy (whether at law or in equity) of the City for this delay, and not as a penalty, the amount per day stated below that the Work shall remain not Substantially Complete after the Construction Time, as applicable, including extensions, has elapsed. It is understood and agreed that the City reserves all of its other rights and remedies for any other or different breach or default of this Construction Contract by Contractor, or for any other cause of action.

Amount Per Day \$1,000.00

The Parties agree that the foregoing amount shall be the full amount of liquidated damages recoverable against the Contractor by the City for the Contractor’s breach of its covenants of timely performance hereunder. The amount so determined shall be the full, agreed upon and liquidated damages recoverable against the Contractor by the City for the Contractor’s breach of its covenants of timely performance hereunder. This paragraph 6.4 replaces General Contract Condition 602 but does not limit other rights and remedies of the City set forth in the General Contract Conditions.

7.0 **Subcontractor Selection.** The Contractor recognizes and accepts that the subcontractor and supplier selection and contracting procedures specified herein are intended to promote pricing or buyout of the Work which is fair and

reasonable and, to the greatest extent practicable, is based on fair and open competition. As such, all Work, except for Work or Services included in the Contractor's Fee, the Contractor's General Conditions or Work performed by the Contractor with the prior written approval of the Project Manager ("Self-Performed Work") shall be procured based upon competitive bids awarded to the lowest, responsive and qualified bidder and subcontracted to "Subcontractors" and "Suppliers," which may include Contractor Self-Performed Work under Section 7.1, in accordance with **Exhibit R** and in compliance with the General Conditions, incorporated herein by reference as **Exhibit A**. Each Subcontractor and Supplier selection shall be reviewed by the City and the City reserves the right to reject any Subcontractor or Supplier in accordance with the terms and conditions of the General Conditions or in the event the City determines that the selection was not made after a competitive bid. Upon request of the Contractor, the City may waive the competitive bid requirement of this Section for specific scope items with the express written approval of the Project Manager.

7.1 Self-Performed Work.

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

7.1.2 Notwithstanding the bidding requirements set forth in Section 7.1.1, the Contractor has submitted to the City a final Self Performed Work Proposal for the Rough Carpentry, Backing and Blocking, Doors, Frames & Hardware Installation, Storm Water Management / Erosion Control Maintenance, Cleaning, Preparation and protection of surfaces, Safety construction, Miscellaneous other scopes of work that subcontractors have excluded from their proposals, but are required to complete the project work on the Project. Such final Proposal shall be for the scope of work described in the GMP Self Performed Work Proposal attached hereto as **Exhibit O** and, under no circumstances, shall the proposal exceed the maximum amount for such work set forth in **Exhibit N**. Upon receipt of the final Proposal, the Manager may, at the Manager's sole discretion, accept the proposal, reject the proposal or engage in further negotiations regarding this work. If finally accepted by the Manager, the City will issue a change order for this work and the work described in the Final Self Performed Work Proposal will be incorporated into the GMP Scope of Work and GMP price as if fully set forth herein. In addition, the Construction Time shall be adjusted accordingly.

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

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

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

8.0 COMPENSATION

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

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

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

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

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

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

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

8.1.7 Costs, including transportation, inspection, handling, storage and maintenance, of all temporary facilities and all materials, supplies, equipment and hand tools not owned by the workmen that are consumed in the performance of the Work on the Project. The Contractor shall negotiate with the City the salvage value of all items purchased and used on the Project but not consumed, damaged, lost or stolen at the completion of the work, crediting any proceeds against the Cost of the Work. If the Contractor and the City cannot agree on the salvage value of the above items then said items shall remain the property of the City and the Contractor shall give no credit to the Cost of the Work. The Contractor may institute a voluntary recycling program.

8.1.8 Actual rental charges of all necessary machinery and equipment, exclusive of hand tools, used at the

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

8.1.9 The actual cost of the premiums, not to exceed 1.28% of the Cost of the Work, for all bonds that the Contractor is required to procure by this Construction Contract shall be charged as a Cost of the Work. The actual cost of the premiums, not to exceed 1.28% of the Cost of the Work, for all other insurance that the Contractor is required to procure by this Construction Contract or that are deemed necessary by the Contractor with the City's written approval shall be charged as a Cost of the Work.

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

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

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

8.1.13 Cost of removal of all debris from the Project Site.

8.1.14 Costs for temporary and permanent power, lighting, heat, chilled drinking water, sewer and water services as required to complete the Work at the Project Site, and costs for snow removal as required.

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

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

8.1.17 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the Project Site, and when stationed off-site and working on the Project in accordance with the staffing and salary schedule set forth in **Exhibit N**, including vacation time, in accordance with the Contractor's company policy, accrued and taken during the performance of the Work. This includes estimators, safety personnel, quality control personnel and their assistants.

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

set forth in **Exhibit N**.

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

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

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

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

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

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

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

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

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

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

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

8.2.1 Salary of any officer of the Contractor.

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

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

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

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

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

proceeds or recovery from the responsible Subcontractor(s) or Supplier(s).

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

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

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

8.2.10 Costs of retesting non-conforming Work.

8.3 **Contractor's Fee.** The Contractor's Fee (the "Contractor's Fee") to be paid to the Contractor and included in the GMP shall be a lump sum of **NINETY-SIX THOUSAND FIVE HUNDRED THIRTY-FIVE DOLLARS AND NO CENTS (\$96,535.00)**, payable in progress installments pursuant to a mutually agreeable schedule of progress installments.

8.4 **Guaranteed Maximum Price.**

8.4.1 **Guaranteed Maximum Price.** The City agrees to pay the Contractor, and the Contractor agrees to accept, the not to exceed sum of **SEVENTY-EIGHT MILLION THREE HUNDRED AND TWO THOUSAND THREE HUNDRED SIXTY-FOUR DOLLARS AND NO CENTS (\$78,302,364.00)** as the GMP, for which the Contractor will perform all Work necessary to complete the Project. The GMP is subject to the qualifications, clarifications, assumptions, exclusions and allowances in the GMP Proposal. The GMP is subject to adjustments as provided in the Contract Documents. The GMP includes Contractor's Fee.

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

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

8.6 **Construction Contract Amount and Funding.** In accordance with the terms of this Construction Contract, the maximum Construction Contract Amount to be paid by the City to the Contractor under this Agreement shall not exceed **NINETY-TWO MILLION THREE HUNDRED TWO THOUSAND THREE HUNDRED SIXTY-FOUR DOLLARS AND NO CENTS (\$92,302,364.00)** The Contractor guarantees and warrants that the GMP work will be completed by its performance hereunder for the GMP amount. The City will not authorize any work that would cause the Maximum Construction Contract Amount to be exceeded unless the Trustee on behalf of the Corporation deposits additional funds from the proceeds of additional Certificates of Participation in the Project Fund. If Contractor becomes entitled to additional compensation pursuant to General Condition 1103 that would cause the Maximum Construction Contract Amount to be exceeded, (a) the City shall make such modifications to the plans and specifications for the Project, as will permit such Project to be rehabilitated, constructed, otherwise acquired, improved and installed from the amounts available therefor under the Indenture or (b) the Trustee on behalf of the Corporation may deposit additional funds from the proceeds of additional Certificates of Participation in the Project Fund created under the Indenture sufficient to complete the Project. If within a reasonable time after which the City has received a request for such consent the City has not so consented, the Trustee on behalf of the Corporation shall proceed under (a) above.

9.0 DISPUTE RESOLUTION

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

10.0 ADDITIONAL PROVISIONS

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

10.2 Insurance. In addition to the requirements and obligations set forth in Title 16, the Contractor shall comply with the insurance requirements set forth in **Exhibit Q**.

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

10.2.2 Proof of Insurance: Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit Q**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this

Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

10.2.3 Additional Insureds: For Commercial General Liability, Auto Liability, Contractors Pollution Liability Including Error & Omissions, and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured. For Commercial General Liability coverage only, Contractor and subcontractor's insurer(s) shall include the Corporation and the Trustee as additional insureds.

10.2.4 Waiver of Subrogation: For all coverages required under this Agreement, with the exception of Professional Liability - if required, Contractor's insurer shall waive subrogation rights against the City.

10.2.5 Subcontractors and Subconsultants: 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 and subconsultants 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 Liability insurance of \$1,000,000 combined single limit, statutory Workers' Compensation coverage, and \$1,000,000 professional liability for any subcontractor performing design or engineering work. Contractor agrees to provide proof of insurance for all such subcontractors, subconsultants, independent contractors, suppliers or other entities upon request by the City.

10.2.6 Workers' Compensation and Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with minimum limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

10.2.7 Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

10.2.8 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.

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

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

10.2.11 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 coverage for errors and omissions, 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 cleanup 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.

10.2.12 Excess/Umbrella Liability: Contractor shall maintain excess liability limits of \$25,000,000. Coverage must be written on a “follow form” or broader basis. Any combination of primary and excess coverage may be used to achieve required limits.

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

10.4 Compliance with Minority/Women Owned Business Enterprise Requirements.

10.4.1 This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (“D.R.M.C.”), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “MWBE Ordinance”); and any Rules and Regulations promulgated pursuant thereto. The contract goal for MWBE participation for this Agreement is 21%.

10.4.2 Under § 28-68, D.R.M.C., the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting MWBEs performing on this Agreement through change order, contract amendment, force account, or other modification under § 28-70, D.R.M.C. The Contractor acknowledges that:

10.4.2.1 If directed by DSBO, the Contractor is required to develop and comply with a Utilization Plan in accordance with § 28-62(b), D.R.M.C. Along with the Utilization Plan requirements, the Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.

10.4.2.2 If change orders or any other contract modifications are issued under the Agreement, the Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.

10.4.2.3 If change orders or other amendments or modifications are issued under the contract that include an increase in the scope of work of this Agreement, whether by amendment, change order, force account or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change orders or contract modification shall be promptly submitted to DSBO for notification purposes.

10.4.2.4 Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subcontractors are subject to the original contract goal. The Contractor shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Contractor must also satisfy the requirements under §§ 28-60 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Contractor shall supply to DSBO all required documentation under §§ 28-60, 28-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the contract.

10.4.2.5 If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Contractor is required to comply with § 28-72, D.R.M.C. regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor’s invoice.

10.4.2.6 Termination or substitution of an MWBE subcontractor requires compliance with § 28-73, D.R.M.C.

10.4.2.7 Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-76 of the MWBE Ordinance.

10.4.2.8 Should any questions arise regarding specific circumstances, the Contractor should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

10.5 Compliance with Wage Rate Requirements.

10.5.1 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 F**, and incorporated herein by reference.

Date bid or request for qualifications/proposals was advertised - November 7th, 2022

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

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

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

10.5.5 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.

10.5.6 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.

10.6 Workforce. The City values increasing the awareness, outreach, training, and employment opportunities of people in economically disadvantaged areas and populations and addressing shortages in qualified construction workers. In support of these values, and in addition to existing workforce efforts, Contractor shall:

10.6.1 Identify a designated point of contact for workforce development activities.

10.6.2 Post new positions online with Connecting Colorado at www.connectingcolorado.com.

10.6.3 Participate in WORKNOW and or City led outreach and recruitment events.

10.6.4 Utilize WORKNOW (work-now.org) and City employment support services to help build easy on-ramps to project, including training and support services.

10.6.5 Provide quarterly reports on the number of outreach events and job fairs held or attended, including information about where it was held, who sponsored the event, and number of people hired at, or as a result of, participating in each event.

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

10.8 Appropriation and Encumbrance. Notwithstanding any other term, provision, or condition herein, all payment obligations under this Contract shall be limited to the funds appropriated or otherwise made available by the Denver City Council, paid into the Treasury of the City and encumbered for this contract. As of the date of this Contract, **TWO MILLION DOLLARS AND NO CENTS (\$2,000,000.00)** have been appropriated for this Contract. The Project Manager will notify Contractor when additional funds are appropriated and encumbered for this Contract by providing Contractor with a fully executed Appropriation and Encumbrance Form – attached as **Exhibit S**. The Appropriation and Encumbrance Form is only valid when signed by the Project Manager and the Chief Financial Officer or his/her designee. Any work performed, or costs incurred, by Contractor exceeding the total amount appropriated and encumbered for this Contract as stated or increased by subsequent fully executed Appropriation and Encumbrance forms is done without authorization and at Contractor's sole risk.

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

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

10.11 Assignment by Contractor Prohibited. The Contractor shall not assign or otherwise transfer, in whole or in

part, any of its rights, benefits, claims, obligations, duties or entitlement to monies owed or which may become due under this Construction Contract, except upon the prior written consent and approval of the Executive Director to such assignment.

10.12 Trustee Rights in Event of Nonappropriation or Default. Upon the occurrence of an Event of Nonappropriation by the City or an Event of Lease Default, the Trustee may, on behalf of the Trust as owner of the Project property, complete the rehabilitation and construction of the Project, utilizing any moneys available therefor. All Project Contracts shall provide that, upon a termination of the Lease Term by reason of the occurrence of an Event of Nonappropriation or an Event of Lease Default or upon the Trustee's assuming control over completion of the Project as provided in Section 7.1 of the Lease, and upon written notice by the Trustee to the party or parties to the Project Contracts that any of such events has occurred: (a) such contracts shall be fully and freely assignable to the Trustee without the consent of any other person and the Trustee may choose to assume or not assume such contracts; and (b) if the Trustee does so assume such contracts, the other party or parties thereto shall perform the agreements contained therein for the Trustee. All Project Contracts shall also provide that, upon an Event of Nonappropriation or an Event of Lease Default and upon written notice from the Trustee, the Trustee may, in its full discretion terminate some or all of such Project Contracts; and the other party or parties thereto shall then be entitled to payment only from amounts available therefor under the Indenture and only for work done prior to such termination. Except for its Reserved Rights, the City shall assign all of its right, title, and interest in and to any or all Project Contracts to the Trustee and shall deliver all Project Documents held by it to the Trustee. If an Event of Nonappropriation or an Event of Lease Default shall occur prior to the Final Completion of the Project, any moneys held in funds and accounts created under the Indenture may be utilized by the Trustee on behalf of the Corporation as the owner of the Project, to complete, repair or modify the Project, or may be disbursed for the payment of Certificates of Participation or other charges as the Trustee may be directed under the Indenture. Upon an Event of Nonappropriation for rental payments or an Event of Lease Default and upon written notice from the Trustee as set forth in Paragraph 7.4 hereof, , the Trustee will take over the Project from the City and may, in its full discretion terminate some or all of such Project Contracts; and the other party or parties thereto shall then be entitled to payment only from amounts available therefor under the Indenture and only for work done prior to such termination. Except for its Reserved Rights, the City shall assign all of its right, title, and interest in and to any or all Project Contracts to the Trustee and shall deliver all Project Documents held by it to the Trustee.

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

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

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

10.16 Proprietary or Confidential Information.

10.16.1 City Information: The Contractor understands and agrees that, in performance of this Construction Contract, the Contractor may have access to private or confidential information that may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. The Contractor agrees that all information disclosed by the City to the Contractor shall be held in confidence and used only in performance of the Construction Contract. The Contractor shall exercise the

same standard of care to protect such information as a reasonably prudent Contractor would to protect its own proprietary data.

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

10.17 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, officer or Director of the City under Chapter 18 of the Denver Revised Municipal Code, for any purpose whatsoever.

10.18 Rights and Remedies Not Waived. No payment or failure to act under the Construction Contract by the City shall constitute or be construed to be a waiver of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction, by the City, when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, by either party to any breach of the Construction Contract shall be held to be a waiver of any default or other breach.

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

If to the Contractor:

Kevin Mahoney
Gerald H. Phipps Inc.
5995 Greenwood Plaza Blvd., Suite 100
Greenwood Village, Colorado 80111

If to the City:

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

With a copy of any such notice to:

Denver City Attorney's Office
Attn: Robert Wheeler
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.

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

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

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

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

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

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[ELECTRONIC SIGNATURES FOLLOW]

Contract Control Number: DOTI-202367708-00
Contractor Name: GERALD H. PHIPPS, INC.

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

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-202367708-00
GERALD H. PHIPPS, INC.

By:  _____
E29CE85FDG6145C...

Name: Todd Ruff
(please print)

Title: Vice President, Preconstruction
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A**CONSTRUCTION CONTRACT GENERAL CONDITIONS
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Exhibit B

**SPECIAL CONTRACT CONDITIONS
CITY AND COUNTY OF DENVER
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE**

SC-1 CONSTRUCTION SPECIFICATIONS

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

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

Colorado Department of Transportation "Standard Specifications for Road and Bridge Construction" (Sections 200 through 700 of the 2022 Edition).

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

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

Building Code of the City and County of Denver

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

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

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

<http://www.denvergov.org/Portals/480/documents/2011%20DENVER%20GENERAL%20CONTRACT%20CONDITIONS.pdf>

<http://www.denvergov.org/rightofwayservices/RightofWayServices/ConstructionInspection/RightofWayConstructionInspection/StandardsandDetails/TransportationStandardsandDetails/tabid/442463/Default.aspx>

<http://www.denvergov.org/wastewatermanagement/WastewaterManagement/EngineeringandPermits/StandardsandDetails/tabid/438018/Default.aspx>

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

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

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

SC-2 CITY DELEGATION OF AUTHORITY

With reference to General Contract Condition 109, DEPUTY MANAGER and General Contract Condition 212, CITY’S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Executive Director hereby designates the City 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,

Project Managers

Curt Winn & Danny Rowley

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

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

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

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

SC-4 TIME OF BIDDING; TIME OF CONTRACTING

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

SC-5 CONTRACT DOCUMENTS

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

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

SC-6 CONTRACT TIME

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

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

SC-7 RESERVED.

SC-8 RESERVED.

SC-9 WORK

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

“The terms “Scope of Work” or “Work” shall have the meaning set forth in paragraph 3.0 Scope of Work and elsewhere in the Contract and Contract Documents.”

SC-10 WORKING HOURS AND SCHEDULE

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

1. Work shall normally not be done on Saturdays, Sundays, City observed holidays, or outside of the daytime working hours which may be specified in the Special Conditions, except for such work as may be necessary for proper care, maintenance, and protection of Work already done, or in cases when the Work would be endangered or when hazard to life or property would result The Contractor shall comply with Denver’s noise control ordinance during all working hours.
2. If the Contractor believes it may be necessary to work on Saturdays, Sundays, holidays, city furlough days, or at night, the Contractor shall make prior arrangements with the Project Manager and receive written approval at least twenty-four (24) hours before such work period so that proper inspection and engineering services can be provided. Such approval may be revoked by the Project Manager if the Contractor fails to maintain adequate equipment and lighting at night for the proper prosecution, control and inspection of the Work. If Work is done outside of approved working hours, and the Project Manager has not assigned inspectors to the Work, the Work performed during those periods of time may be declared defective solely on the grounds that it was not properly inspected.
3. The Contractor shall schedule and coordinate the performance of all of its Subcontractors and Suppliers, including their use of the Work site. The Contractor shall keep the Subcontractors and Suppliers informed of the Project construction schedule to enable the Subcontractors and Suppliers to plan and perform their work properly.
4. The Contractor shall submit, with the GMP Proposal, a construction schedule which shall provide for the expeditious and practicable execution of the Work. Such construction schedule shall be in a Critical Path Method (CPM) format or such other format approved by the Project Manager. This Schedule shall be considered, upon City acceptance, the baseline schedule for the Project. A Critical Path Method schedule shall be required in any event for any Contractor Change Request pursuant to G.C. 1103.4 and any resulting claim. The receipt of the schedule by the Project Manager shall in no way constitute acceptance of the Contractor's anticipated schedule of construction activities.

The schedule will be reviewed for comment by the Project Manager. The Project Manager's review and comment on the schedule shall not constitute approval or acceptance thereof by the City.

5. The Critical Path Method schedule shall provide reasonable detail as described in the Technical Specifications and shall include a time scaled network and computer printout. Additionally, float or slack is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any activities in the schedule. Float or slack is not time for the exclusive use or benefit of either the Contractor or the City.
6. The Contractor shall, once a month, submit a progress report and an updated schedule in a form acceptable to the Project Manager.

SC-11 SUBCONTRACTOR ACCEPTANCE

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

1. Except as provided in the City's Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE), or Minority and Women Business Enterprise (M/WBE) contracting requirements, the City recognizes that prior to bidding, the bidder may not have been able to negotiate for all portions of the Work which the bidder proposes to subcontract. The City will, therefore, permit the successful bidder to propose additional Subcontractor(s) at any time during the Contract period provided, however, that any limitation on subcontracting has not been exceeded, and that all such SBE, DBE, or M/WBE requirements are adhered to, including, if applicable, the Contractor's SBE or M/WBE Utilization Plan. If the proposed Subcontractor(s) are acceptable and the City, by letter to the Contractor, approves of the Subcontractor(s), the Contractor may enter into agreements with these parties. If any proposed Subcontractor(s) are not acceptable to the City, the Contractor must submit for City approval the names of substitute Subcontractors.
2. Each Subcontractor which the Contractor expects to perform Work must be accepted in writing by the Project Manager before the Subcontractor begins work. The acceptance or rejection of any proposed Subcontractor shall be at the Project Manager's sole discretion. The reasons the Project Manager may use for not accepting a Subcontractor include, but are not limited to, the following:
 - A. Default on a contract within the last five (5) years.
 - B. Default on a contract which required that a surety complete the contract under payment or performance bonds issued by the surety.
 - C. Debarment within the last five (5) years by a public entity or any organization which has formal debarment proceedings.
 - D. Significant or repeated violations of Federal Safety Regulations (OSHA).
 - E. Failure to have the specific qualifications listed in the Contract Documents for the work that the Subcontractor will perform.
 - F. Failure to have the required City or Colorado licenses to perform the work described in the subcontract.
 - G. Failure to pay workers the proper wage and benefits or to pay suppliers or subcontractors with reasonable promptness within the last five (5) years.
 - H. Conviction, plea of *nolo contendere*, entry into a formal agreement admitting guilt or entry of a plea of guilty or otherwise admitting culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, anti-trust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with

Subcontractor’s business, on the part of Subcontractor’s principal owners, officers, or employees, within the last five (5) years.

- I. Failure to pay taxes or fees to the City.
 - J. Evidence that the Subcontractor was selected by the Contractor through the process of bid shopping, dishonesty or buyout.
 - K. Significant or repeated performance issues on City contracts including, but not limited to, failures to complete work on schedule, poor quality work, failure to comply with required programs which may include the DBE program, the MWBE program, Minimum Wage or Workforce.
3. The Contractor shall submit a statement signed by an officer or principal of the Contractor certifying that the Contractor has investigated the qualifications and background of each proposed Subcontractor and certifying under oath that, to the best of their knowledge, none of the bases for rejection listed above exist. In lieu of this certification, the Contractor may identify, for each proposed Subcontractor, any of the issues listed above applicable to that Subcontractor and attach to that statement a list of all judicial and administrative proceedings in the last five (5) years in which any proposed Subcontractor is or was a party, the proceedings involving any of the issues listed above or in which any proposed Subcontractor filed for bankruptcy.
 4. This Title 5 does not create, and shall not be interpreted as creating, any contractual relationship or privity of contract between the City and any Subcontractor. The acceptance or rejection of a proposed Subcontractor shall not create in that Subcontractor a right to any subcontract nor shall said acceptance or rejection relieve the Contractor of its responsibilities for the work of any Subcontractor.

SC-12 PAYMENT PROCEDURE

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

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

<u>Agency/Firm</u>	<u>Name</u>	<u>Telephone</u>
DOTI	Curt Winn	303-710-3393
DOTI	Danny Rowley	970-759-0661

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

1. The estimate of Work completed shall be based on the approved schedule of values or unit prices, as applicable, and the percent of the Work complete.
2. Each Application for Payment shall include each and every independent subcontractor’s payroll information including pay dates and pay amounts.

3. The Contractor shall also submit to the Auditor and other appropriate officials of the City in a timely fashion, information required by General Contract Condition 1004, REPORTING WAGES PAID.
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.

* If subcontractor or supplier payments are disbursed via Textura® CPMS, those systems generated Final/ Partial Release of Certification Form and CCP forms are acceptable.

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

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

SC-13 SCHEDULE OF VALUES FOR LUMP SUM SUBCONTRACTS

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

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

SC-14 APPLICATIONS FOR PAYMENT

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

1. Each complete application shall contain a list of Subcontractor and material invoices. If requested by the City, the Contractor will furnish the City with invoices shown on the lists which accompany any application for payment.
2. Application for payment shall be based on approved Cost of the Work items incurred, completed and/or certified by the Contractor. The application shall specify the Cost of the Work so certified as having been incurred by the Contractor for Work performed during the preceding period. The Contractor's Fee shall be paid based on the actual Cost of Work items incurred. Each application for payment shall also be accompanied by a written schedule of values which sets out the Cost of

the Work for the Project together with the Contractor's accounting of the percentage of completion of each line item of Cost of the Work of which the City is liable to pay the Contractor.

3. The Contractor shall certify in writing with each application for payment that to its knowledge the Project will be completed at a cost within the Guaranteed Maximum Price, as modified by change orders, and shall identify with reasonable particularity any circumstances which could result in the total cost to the Contractor (including Fee) in completing the Project exceeding the Guaranteed Maximum Price.
4. If long lead items are being fabricated off-site and the manufacturer requires partial payment to begin fabrication or manufacturing work, the City, in its sole discretion, may agree to reimburse Contractor for some or all of these costs. The City will only consider actual costs that must be paid in advance by Contractor. Contractor assumes all risk of loss, non-performance, damage or defect in long lead items. In no circumstance will Contractor be entitled to additional compensation if long lead items are defective, delayed or not delivered. In the case of loss, Contractor must replace all long lead items at its sole cost. If Contractor identifies specific long lead items requiring significant payments before off-site fabrication can begin and it would like the City to consider paying some or all of amounts required to start work, it must submit a written request for the Program Manager's review with all requested documentation well in advance of submitting an application for payment. Contractor will execute any additional assurances requested by City. If the City declines to approve the request, Contractor is entitled to no additional compensation.
5. Each application for payment for materials or equipment stored on or off the Project site shall be accompanied by bills of sale to establish the City's title to such material or equipment free and clear of liens and encumbrances; evidence of property insurance covering such materials or equipment; evidence, as to material and equipment stored off the Project site, that the same have been properly labeled as the City's property and segregated from the vendor's other inventory; and, if required by the City, contracts and financing statements sufficient to create a security interest in favor of the City in materials or equipment stored off the Project site which remain in the possession of the vendor of such materials or equipment.
6. Each progress payment application shall show each Subcontractor or Supplier participating in the Work completed during the previous progress period and the dollar amount of such participation. The Contractor will assure that the Subcontractors and/or Suppliers are filing for and are being paid for only the value of materials and services delivered and performed upon or incurred for the Project and that the Subcontractors and/or Suppliers are not over-billing for the effort performed. The Contractor shall, prior to or with the submission of each application for payment, furnish to the City proper evidence accounting for the distribution to Subcontractors and/or Suppliers of funds received under prior applications together with proper releases and waiver, in form and content acceptable to the City, obtained in connection therewith.
7. If the Contractor disputes a Subcontractor's or Supplier's entitlement to a portion of the previous progress payment, the Contractor shall submit to the City copies of any written communication from the Contractor to such Subcontractor or Supplier explaining the Contractor's determination not to render payment to such Subcontractor or Supplier, together with proof of service of such written communication upon such Subcontractor or Supplier.
8. Each application for payment shall be signed. Such signed application for payment shall constitute a representation by the Contractor to the City that the Work has progressed to the point indicated; that the quality of the Work covered by the estimate is in accordance with the Contract Documents;

that each obligation covered by the payment application has been properly incurred, is a proper charge and has not been the basis of any previous application (except as otherwise noted); that the money received as a result of the application will be used to discharge the Contractor's obligations under the Contract; and that the Contractor is entitled to payment in the amount requested. The Project Manager must also verify and certify the estimate of Work completed prior to any acceptance by the City. The Project Manager may delegate the verification of specific work to the Design Consultant.

9. By submitting an application for payment, the Contractor warrants that: (i) the title to the Work covered by an application for payment will pass to the City upon receipt of payment by the Contractor; (ii) the Work covered by previous payment applications is free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens", except for any interest created by retainage; and (iii) no Work covered by an application for payment is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or any other person or entity.
10. The Contractor shall not include in its application for payment any billing for defective Work or for work performed by Subcontractors or Suppliers if it does not intend to pay the Subcontractors or Suppliers for such work.
11. Approval of an application for payment of Work completed or actual payment by the City shall not foreclose the right of the City to examine the books and records of the Contractor to determine the correctness and accuracy of any item.
12. Should the City decline or fail to approve for payment any items of the Contractor's Fee, the Cost of the Work, or any other item shown on an application for payment, the City shall notify the Contractor in writing, setting forth the reasons for such action. The City shall pay that portion of each payment application which is not disapproved in writing by the City.
13. No progress payment or partial or entire use or occupancy of the Project by the City shall constitute an acceptance of Work not in accordance with the Contract Documents.

SC-15 DISCOUNTS, REBATES AND REFUNDS

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

SC-16 ADJUSTMENT OF CONTRACT AMOUNT

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

1. Contract Amount Adjustments. All adjustments to the Contract Amount shall be determined by using one or more of the following methods:
 - A. A negotiated lump sum. If requested by the City, the Contractor shall promptly provide itemized and sufficient substantiating data, including calculations, measurements, cost

records, production rates, equipment types and capacity, labor costs by craft and other information the City may reasonably require the Contractor to produce in order to permit the City to evaluate any lump sum Contractor Change Request. In pricing such proposals, the Contractor shall include estimates of the type of costs described in G.C. 1104.2.

- B. Unit prices (as stated in the Contract Documents or subsequently agreed upon) multiplied by final verified quantities of work performed;
 - C. Costs as determined in a manner previously agreed upon by the parties, which include markups, that do not exceed those set forth in G.C. 1104.2 below; or
 - D. Time and Material costs as determined in the manner described in G.C. 1104.2, Calculation of the Contract Adjustment. These amounts may be reduced where necessary to take into account the cost of Base Contract Work, Work included in approved Change Orders, Work described in other Field Order/Change Directives, idle time for workers and/or equipment when Work could have been performed in other locations or when the number of workers or amount of equipment provided exceeded the number or amount required to perform the Work, unsatisfactory Work, or Work which may be or was performed concurrently with the changed Work and which cannot be easily segregated from the changed Work .
2. Calculation of the Contract Adjustment. In no event shall the charge or credit to the City associated with any change exceed the sum of the following:
- A. Direct Labor The actual net, direct increase or decrease in the cost of the Contractor's labor. Such cost shall include only the cost associated with the workers who actually perform the changed Work. The cost of supervision, management and field or office overhead shall not be included or calculated as a direct labor cost. For shop work, the direct labor cost shall include only those workers who work directly on the item being manufactured or the actual operators of the equipment being used to handle the items being manufactured.
 - B. Labor Burden. Contractor's actual costs for worker's compensation and liability insurance, payroll taxes, social security and employees' fringe benefits (including employer paid health insurance) imposed on the basis of payrolls. This burden must reflect the variability of some burdens, i.e. social security. The burden shall be itemized and include all small tools and miscellaneous supplies. The total labor burden for such small tools shall not exceed two percent (2%) of the Direct Labor cost.
 - C. Direct Material, Supplies, Installed Equipment. The actual net, direct cost of materials, supplies and equipment incorporated into or consumed by the Work. If actual costs are not available, this cost shall be the lowest commercially available price including all discounts and rebates and all applicable taxes. Such cost shall be based on buying the material, supplies and equipment in the largest practical quantity to receive quantity discounts.
 - D. Equipment Costs. Without markup or operator, the lesser of (i) the actual net cost to the Contractor of owned or rented equipment, other than small tools; or (ii) the rental rate for such equipment as determined by using the following method(s):
 - (1) Equipment rental rates listed in the appropriate rental rate book currently in use by the Colorado Department of Transportation. If an item of equipment does not appear in the rental rate book currently in use by the Colorado Department of Transportation, the rental rates published by the Associated Equipment Dealers may

be used as a basis for negotiating a rental rate for a particular piece of equipment. The Contractor shall provide all information necessary to determine the appropriate rental rate at the time the equipment is brought on the job. This shall include, but not be limited to, type, description, make, year, model, series, serial number, fuel type, transmission, wheel combination, GVW, capacity and equipment owner.

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

E. Mark Up for Overhead and Profit.

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

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

3. Totals as Equitable Adjustment. The Contractor agrees that the total of the above items constitute an equitable adjustment for any and all costs or damages resulting from a change.
4. No Equitable Adjustment for Obstruction by Contractor. No equitable adjustment shall be made as a result of costs resulting from any act, hindrance, obstacle, obstruction, interference or omission of the Contractor, its Subcontractors, Suppliers, or surety, or any other entity or individual acting on behalf of the Contractor.

5. Calculation of Certain Equitable Adjustments.
 - A. In case of delay in completion of the entire Contract due to drawings, designs or specifications which are defective and for which the City is responsible, the equitable adjustment for delays or costs incurred prior to notification to the City of such defect shall only include the extra cost and time reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect.
 - B. An equitable adjustment shall not include increased costs for delay resulting from the Contractor's failure to continue performance during determination of any Contractor Change Request or claim.
6. Price Reductions for Defective Cost or Pricing Data. If it is later determined that pricing adjustments to the Contract were not correct due to incomplete or inaccurate pricing data by the Contractor or any Subcontractor or Supplier or that lower prices were reasonably available, the price shall be reduced accordingly and the Contract Amount modified by an appropriate Change Order.
7. Variation in Quantity of Unit Priced Items. Where the quantity of a unit-priced item in the Contract is an estimated quantity and the actual quantity of the unit-priced item varies more than twenty-five percent (25%) above or below the estimated quantity, and where this difference changes the total original Contract value by more than five percent (5%), an equitable adjustment in the Contract Amount may be made by Change Order. The equitable adjustment shall be based upon any increase or decrease in cost due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completing the Work, the Contractor may request, in writing, an extension of time in accordance with GC 1105.
8. Disposition of Excess or Obsolete Property. When the cost of materials, supplies, equipment or other personal property made obsolete or excess as a result of a delay is included in the equitable adjustment, the Project Manager shall have the right to prescribe the manner of disposition of such property.

SC-17 SURETY BONDS

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

1. Payment and performance bonds must be issued by a corporate surety authorized to do business in the State of Colorado and approved by the Mayor, the DOTI Executive Director and the City Attorney.
2. Before the Contract is executed, the Contractor shall have furnished such surety bonds and appropriate Powers of Attorney as a guarantee of the faithful performance of the Contract and the payment of bills for labor and materials.
3. The DOTI Executive Director may direct, at his sole discretion, that the required payment and performance bonds be combined in a format approved by the City Attorney.
4. The Contractor shall provide a Consent of Surety for any duly executed Change Order that increases the Contract Amount, thereby increasing the penal sum of the bonds.

5. The aggregate liability of the surety under the required performance and payment bond to all obligees is limited to the penal sum of the payment and performance bond as adjusted by duly executed Change Order. The surety may, at its option, issue payments under the bond by joint check payable to all obligees.
6. The rights of all obligees are subject to the same defenses the surety has against the City and County of Denver. These defenses include the failure to make payments in accordance with the Construction Contract to the Contractor or if the surety arranges for completion of the Contract to the surety.

SC-18 CONSTRUCTION INSPECTION BY THE CITY

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

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

SC-19 AUTHORITY OF INSPECTORS

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

Inspectors assigned to the Work by the Project Manager are authorized to reject any Work, any materials, or any component of the Work which is not as required or specified in the Contract

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

SC-20 TERMINATION OF CONTRACT FOR CONVENIENCE OF THE CITY

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

1. The performance of Work under the Contract may be terminated without cause by the City in whole or in part whenever the Manager, in his sole discretion, shall determine that such termination is in the best interest and convenience of the City or whenever the City is prohibited from completing the Work for any reason. Such termination shall be effected by giving not less than three (3) Days' written notice to the Contractor specifying the extent to which performance of the Work is terminated and the date upon which such termination becomes effective.
2. Upon receipt of such notice of termination, the Contractor shall:
 - A. Stop work as specified in the notice;
 - B. Terminate all orders and subcontracts except as necessary to complete Work which is not terminated;
 - C. If directed in writing by the Manager to do so, assign all right, title, and interest in subcontracts and materials in progress, in which case the City will have the right, in its discretion, to settle or pay any or all Claims arising out of the termination of such subcontracts;
 - D. Settle outstanding liabilities and claims with the approval of the Manager;
 - E. Complete performance of such part of the Work as has not been terminated; and
 - F. Take such other actions as may be necessary, or as may be directed by the City, for the protection and preservation of the property related to the Contract.
3. Except as provided herein, any inventory resulting from the termination of the Contract may, with written approval of the Manager, be sold or acquired by the Contractor under the conditions prescribed by and at prices approved by the City.
4. Upon receipt of notice of such termination, the Contractor shall submit to the Project Manager a request for final payment, in a form and with certification prescribed by the City. Such request shall be submitted promptly but in no event later than sixty (60) Days from the effective date of termination, unless extended in writing by the Project Manager upon the written request of the Contractor within such sixty (60) Day period.
5. The final payment to the Contractor after a termination for convenience shall be calculated by adding the following amounts:

- (1) Any actual costs incurred by the Contractor since the last approved pay request that are reimbursable as a Cost of the Work plus the proportionate Fee on such costs;
 - (2) The actual costs incurred by the Contractor for terminating the Work and for protecting the Work in the manner, if any, directed by the City, plus the proportionate Fee on such costs; and
 - (3) Retainage withheld for completed and accepted Work.
6. The acceptance of final payment as calculated above shall constitute a waiver of all Claims by the Contractor except those previously made in accordance with G.C. 1301 which have been separately identified by the Contractor as unsettled in the final Project Application for Payment.
 7. The Manager may, from time to time, under such terms and conditions as the Manager may prescribe, authorize partial payments and payments against costs incurred by the Contractor for the terminated portion of the Contract, if it is estimated that the total of such payments will not exceed the amount to which the Contractor will be entitled. If the total of such payments is in excess of the amount to which the Contractor is entitled, the excess shall be payable by the Contractor to the City upon demand, together with interest computed pursuant to statute, for the period from the date the excess payment is received by the Contractor to the date the excess is repaid to the City.
 8. The settlement for the Work performed shall not relieve the Contractor or its surety from responsibility for defective Work and/or materials on the completed portion of the Work nor for labor and materials or any other items as guaranteed by the surety bond or bonds.
 9. The City shall be given full access to all books, correspondence, records, electronic files and data bases, and other materials of the Contractor relating to the Contract in order to determine the amounts to be paid on account of the termination of the Contract under this G.C. 2202. The Contractor shall, as requested by the City, furnish clear copies of any such materials.
 10. In the event the parties fail to agree in whole or in part on the amount or amounts to be paid to the Contractor in connection with the termination of work pursuant to this G.C. 2202, the Contractor may appeal the Project Manager's determination as to the amount owed in accordance with Title 13, except that, if the Contractor has failed to submit its request for payment within the time provided above and has failed to request an extension of such time, it shall have no such right of appeal.

SC-21 SUBCONTRACTS

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

SC-22 RESERVED

SC-23 DISPOSAL OF NON-HAZARDOUS WASTE AT DADS

In accordance with the Landfill Agreement made between the City and Waste Management of Colorado, Inc., bidders will be required to haul dedicated loads (non-hazardous entire loads of waste) to the Denver-Arapahoe Disposal Site ("DADS") for disposal. DADS is located at Highway 30 and Hampden Avenue in Arapahoe County, Colorado. The City will pay all fees associated with such disposal however the bidder shall be responsible for the costs of transporting the loads. Non-hazardous waste is defined as those

substances and materials not defined or classified as hazardous by the Colorado Hazardous Waste Commission pursuant to C.R.S. § 25-15-207, as amended from time to time, and includes construction debris, soil and asbestos. Bidders shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

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

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

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

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

SC-26 DEBARRED SUBCONTRACTORS PROHIBITED

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

SC-27 ATTORNEY'S FEES

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

Because the City Attorney Staff does not bill the City for legal services on an hourly basis, the Contractor agrees a reasonable fee shall be computed at the rate of one hundred dollars (\$100.00) per hour of City Attorney time.

Exhibit C

Minority/Women Owned Business Enterprise Program Compliance Plan

(Incorporated by Reference)

Exhibit D

PRECONSTRUCTION SERVICES AGREEMENT

(Incorporated by Reference)

Exhibit E

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:

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

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

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

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

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

2. SPECIFIC AFFIRMATIVE ACTION STEPS:

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

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

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

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

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

3. NON - DISCRIMINATION:

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

4. COMPLIANCE AND ENFORCEMENT:

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

B. CONTRACTORS SUBJECT TO THESE BID CONDITIONS:

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

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

C. OBLIGATIONS APPLICABLE TO CONTRACTORS:

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

D. GENERAL REQUIREMENTS:

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

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

[END OF PAGE]

Exhibit F
Prevailing Wage Rate Schedule



TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Alena Duran, Classification and Compensation Analyst Senior
DATE: August 29, 2022
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, August 19, 2022** and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20220020
Superseded General Decision No. CO20210020
Modification No. 8
Publication Date: 08/19/2022
(6 pages)

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

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$15.87 to comply with the city's minimum wage. The effective date is January 1, 2022. See page 7 for reference.**

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

"General Decision Number: CO20220020 08/19/2022

Superseded General Decision Number: CO20210020

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. 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)(2)-(60).

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 \$15.00 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 2022.
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 \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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 <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/28/2022
2	02/18/2022
3	02/25/2022
4	05/06/2022
5	05/13/2022
6	07/08/2022
7	08/05/2022
8	08/19/2022

ASBE0028-002 03/01/2022

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 32.98	15.47

CARP0055-002 05/01/2022

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 33.72	12.17

CARP1607-001 06/01/2022

	Rates	Fringes
MILLWRIGHT.....	\$ 39.70	15.73

ELEC0068-012 06/01/2022

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 41.30	17.87

ELEV0025-001 01/01/2022

	Rates	Fringes
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ELEVATOR MECHANIC.....\$ 49.74 36.885

FOOTNOTE:

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

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

 ENGI0009-017 05/01/2021

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
141 tons and over.....	\$ 35.17	12.35
50 tons and under.....	\$ 31.70	12.35
51 to 90 tons.....	\$ 31.97	12.35
91 to 140 tons.....	\$ 33.05	12.35

 IRON0024-009 12/01/2021

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 31.00	14.25

 IRON0024-010 12/01/2021

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 31.00	14.25

 PAIN0079-006 08/01/2017

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

 PAIN0079-007 08/01/2017

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

 PAIN0419-001 07/01/2016

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

 * PAIN0930-002 07/01/2022

	Rates	Fringes
GLAZIER.....	\$ 32.93	11.74

 * PLUM0003-009 06/01/2022

	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 41.33	19.29

 PLUM0208-008 06/01/2022

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 40.50	18.62

 SFCO0669-002 04/01/2022

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 41.46	25.84

 SHEE0009-004 07/01/2021

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 36.45	20.15

 * SUCO2013-006 07/31/2015

	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 22.40	4.85

 CARPENTER (Metal Stud

Installation Only).....	\$ 17.68	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation.....	\$ 21.09	6.31
CEMENT MASON/CONCRETE FINISHER...	\$ 20.09	7.03
LABORER: Common or General.....	\$ 14.49 **	5.22
LABORER: Mason Tender - Brick...	\$ 15.99	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.00	0.00
LABORER: Pipelayer.....	\$ 16.96	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 19.10	3.89
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
ROOFER.....	\$ 16.56	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.34	0.00
WATERPROOFER.....	\$ 12.71 **	0.00

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

**Office of Human Resources
Supplemental Rates
(Specific to the Denver projects)
Revision Date: 01-01-2022**

Classification		Base	Fringe
Boilermaker		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Laborer: Concrete Saw		\$15.87	-
Paper Hanger		\$20.15	\$6.91
Plasterer		\$24.60	\$12.11
Plaster Tender		\$15.87	-
Power Equipment Operator	Concrete Mixer - Less than 1 yd	\$23.67	\$10.67
	Concrete Mixer - 1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loader - up to and incl 6 cu yd	\$23.67	\$10.67
	Loaders - over 6 cu yd	\$23.82	\$10.68
	Mechanic	\$18.48	-
	Motor Grader	\$23.97	\$10.70
	Oilers	\$22.97	\$10.70
	Roller	\$23.67	\$10.67
Tile Finisher		\$23.35	\$8.76
Tile Setter		\$29.30	\$8.76
Truck Driver	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11
Waterproofers		\$15.87	\$0.00

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

Exhibit G

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

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned **GERALD H. PHIPPS, INC., 5995 Greenwood Plaza Blvd, Ste 100, Greenwood Village, CO 80111**, a corporation organized and existing under and by virtue of the laws of the State of **Colorado**, hereafter referred to as the "Contractor", and **Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606**, a corporation organized and existing under and by virtue of the laws of the State of **Illinois**, and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", in the penal sum of **Ninety-Two Million Three Hundred Two Thousand Three Hundred Sixty-Four Dollars and Zero Cents (\$92,302,364.00)**, 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;

If the Trustee, Zion First National Bank as manager of the Civic Center Office Building Inc., and on behalf of Denver Public Facilities Trust assumes control over completion of the project and the Contract referenced below pursuant to paragraph 10.12 of the Contract, then Obligor shall be bound unto Denver Public Facilities Trust c/o Zions Bancorporation, National Association, a Colorado Corporation doing business at 1001 17th Street, Suite 850, Denver, CO 80202 Attn: Corporate Trust Department on the same terms applicable to the City.

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. 202367708 – Wellington Webb Building Consolidation Renovation**, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

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

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

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

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

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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this _____ day of _____, 2023.

Attest:

Secretary

Contractor

By: _____
President

Surety

By: _____
Attorney-In-Fact

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

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

Signature by CAO will be provided later
By: _____ and fully incorporated herein.
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF
DENVER

Signature by the Mayor will be provided later
By: _____ and fully incorporated herein.
MAYOR
Signature by the ED will be provided later
By: _____ and fully incorporated herein.
**EXECUTIVE DIRECTOR OF THE DEPARTMENT
OF TRANSPORTATION AND INFRASTRUCTURE**

Exhibit H

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

(PROJECT NO. and NAME)

Date: _____, 20____.

(NAME OF OWNER)

Contract #: _____.

(NAME OF PRIME CONTRACTOR)

Contract Value: \$ _____.

Current Progress Payment: \$ _____.

Date: _____.

Total Paid to Date: \$ _____.

Date of Last Work: _____.

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

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

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

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

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

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

(Name of Contractor)

By: _____

Title: _____

Exhibit I

Notice to Proceed Form



NOTICE TO PROCEED (SAMPLE)

Current Date

Name

Company

Street

City/State/Zip

CONTRACT NO. «CONTRACT NO», «PROJECT NAME»

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

With a contract time of «Period_of_Performance» calendar days, the project must be complete on or before _____.

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


Sincerely,

City Engineer

cc:

Exhibit J

Contractor's Certification of Payment Form

 <p>DENVER THE MILE HIGH CITY</p>	City and County of Denver							
	Contractor's/Consultant's Certification of Payment (CCP)							
Prime Contractor or Consultant:		Phone:	Project Manager:					
Pay Application #:		Pay Period:	Amount Requested:					
Contract #:		Project Name:						
Current Completion Date:		Percent Complete:	Prepared By:					
Original Contract Amount:		Current Contract Amount:						
		A	B	C	D	E	F	
Prime/Subcontractor/Supplier Name	Contracted to:	M/W/S/ DBE/ NON	Original Contract Amount	Current Contract Amount Including Amendments	Requested Amount of this Pay Application	Amount Paid on the Previous Pay Application #	Net Paid To Date	Paid % Achieved (G/H)
General Contractor	City of Denver	MBE						
Self Performed	n/a							
Subcontracted	n/a							
Sub1 - 1st Tier	General Contractor							
Sub2 - 1st Tier	General Contractor							
Self Performed	n/a							
Sub 1 - 2nd Tier	Sub 2 - 1st Tier							
Sub 3 - 1st Tier	General Contractor							
Self Performed	n/a							
Sub 2 - 2nd Tier	Sub 3 - 1st Tier							
Self Performed	n/a							
Sub 1 - 3rd Tier	Sub 2 - 2nd Tier							
Totals			\$ -	\$ -	\$ -	\$ -	\$ -	0%
The undersigned certifies that the information contained in this document is true, accurate and that the payments shown have been made to all subcontractors and suppliers used on this project and listed herein. Please use an additional form, if more space is necessary.								
Prepared By (Signature):							Date:	



Instructions for Completing the Contractor/Consultant Certification of Payment Form

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

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

If you reproduce this form, you must continue to list each of the originally listed firms, as well as any additional firms used during the performance period of the contract. Please complete an additional CCP if there is second tier-ing involved.

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit K

Certificate of Contract Release Form



CERTIFICATE OF CONTRACT RELEASE (SAMPLE)

«Contract_No» - «Project_Name»

Current Date
Name
Street Address
City, State, Zip

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

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

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

Contractor's Signature

Date Signed

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

Sincerely,

Contract Administration

City and County of Denver Department of Transportation & Infrastructure

201 West Colfax Avenue, Dept 608 | Denver, CO 80202

www.denvergov.org/doti

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

Exhibit L

Design Documents

(Incorporated by Reference)

1. Schematic Design Package (includes drawings, specifications and narratives prepared by the Designer) - November 3rd, 2022
2. Design Development Package (includes drawings, specifications, and narratives prepared by the Designer) - February 3rd, 2023

Exhibit M
Equipment Rental Rates

GH PHIPPS CONSTRUCTION COMPANIES

EQUIPMENT RENTAL RATES

DESCRIPTION	DAILY	WEEKLY	MONTHLY
Craneable Man Basket, 36 In x 60 In, 900# Capacity	\$ 120.90	\$ 362.70	\$ 1,088.07
Craneable Man Basket, 48 In x 72 In, 1,250# Capacity	\$ 186.89	\$ 560.67	\$ 1,682.01
Craneable Man Basket, 72 In x 144 In, 4,800# Capacity	\$ 241.66	\$ 725.00	\$ 2,175.00
Ladder, Egress, 6 Ft, Fiberglass	\$ 4.26	\$ 12.76	\$ 38.27
Ladder, Egress, 8 Ft, Fiberglass	\$ 5.67	\$ 17.02	\$ 51.04
Ladder, Egress, 12 Ft, Fiberglass	\$ 7.09	\$ 21.27	\$ 63.80
Ladder, Extension, 16 Ft, Fiberglass	\$ 7.22	\$ 21.66	\$ 64.95
Ladder, Extension, 20 Ft, Fiberglass	\$ 8.90	\$ 26.68	\$ 80.04
Ladder, Extension, 24 Ft, Fiberglass	\$ 9.66	\$ 29.00	\$ 86.99
Ladder, Extension, 28 Ft, Fiberglass	\$ 10.44	\$ 31.32	\$ 93.95
Ladder, Extension, 32 Ft, Fiberglass	\$ 16.11	\$ 48.34	\$ 144.99
Ladder, Extension, 40 Ft, Fiberglass	\$ 19.98	\$ 59.94	\$ 179.80
Ladder, Step, 4 Ft, Fiberglass	\$ 4.13	\$ 12.38	\$ 37.12
Ladder, Step, 6 Ft, Fiberglass	\$ 4.90	\$ 14.70	\$ 44.08
MRI - LADDER Step, 6 Ft, Fiberglass	\$ 98.60	\$ 290.00	\$ 870.00
Ladder, Step, 8 Ft, Fiberglass	\$ 6.45	\$ 19.34	\$ 58.00
Ladder, Step, 10 Ft, Fiberglass	\$ 7.22	\$ 21.66	\$ 64.95
Ladder, Step, 12 Ft, Fiberglass	\$ 8.90	\$ 26.68	\$ 80.04
Ladder, Step, 14 Ft, Fiberglass	\$ 17.78	\$ 53.36	\$ 160.11
Ladder, Step, Adjustable 6 Ft to 10 Ft, Fiberglass	\$ 10.44	\$ 31.32	\$ 93.95
Manlift, Towable Z Boom, 34 Ft up x 20 Ft over, Battery	\$ 293.22	\$ 879.67	\$ 2,639.01
Material Platform, 16 Ft Deck, Outriggers	\$ 152.22	\$ 456.66	\$ 1,369.97
Portable, Adjustable, Aluminum Stairs, 24 In Wide, 13 Ft to 20 Ft 9 In Long, Hand Rail w/H Brace, 26 Step	\$ 225.50	\$ 676.51	\$ 2,030.00
Portable, Adjustable, Aluminum Stairs, 36 In Wide, 10 Ft to 16 Ft Long, Hand Rail w/H Brace, 20 Step	\$ 128.76	\$ 386.67	\$ 1,160.00
Portable, Adjustable, Aluminum Stairs, 36 In Wide, 11 Ft to 17 Ft 6 In Long, Hand Rail w/H Brace, 22	\$ 193.34	\$ 580.00	\$ 1,740.01
Portable, Adjustable, Aluminum Stairs, 36 In Wide, 15 Ft to 24 Ft Long, Hand Rail w/H Brace, 30 Step	\$ 225.50	\$ 676.67	\$ 2,030.01
Scaffold Plank, Wood, 8 Ft to 11 Ft	\$ 2.58	\$ 7.74	\$ 23.19
Scaffold Plank, Wood, 12 Ft to 16 Ft	\$ 3.61	\$ 10.83	\$ 32.49
Scaffold, 5 Ft Rolling Tower, Casters, Hand Rails	\$ 13.66	\$ 40.99	\$ 122.97
Scaffold, 6 Ft Rolling Tower, 31 In x 76 In Platform	\$ 27.46	\$ 82.36	\$ 247.09
Stair Scaffold System, Per 6 Ft6 In Section	\$ 14.57	\$ 43.70	\$ 131.08
Stair Scaffold Tower, Per 7 Ft Section	\$ 7.22	\$ 21.66	\$ 64.95
Trash Chute Hopper, Plastic, 36 In Diameter	\$ 12.11	\$ 36.35	\$ 109.04
Trash Chute, Plastic, 36 In Diameter, 48 In Section	\$ 7.22	\$ 21.66	\$ 64.95
Walkway, Covered, 10 Ft Section, Walk thru Frame, Plywood	\$ 16.89	\$ 50.66	\$ 151.97
Radio, Two way, Portable, Multi Channel	\$ 17.78	\$ 53.36	\$ 160.07
Radio, Two way, Portable, Multi Channel	\$ 17.78	\$ 53.36	\$ 160.07
Radio, Two way, Portable, Multi Channel, Intrinsically Safe	\$ 17.78	\$ 53.36	\$ 160.07
Compactor, Rammer, Electric, 110 Volt	\$ 64.45	\$ 193.34	\$ 580.00
Compactor, Rammer, Gasoline Engine	\$ 68.44	\$ 205.32	\$ 615.96
Compactor. Vibrator Plate, Electric, 220 Volt/Single Phase	\$ 100.66	\$ 301.99	\$ 905.96
Compactor. Vibrator Plate, Gasoline Engine, 194 LBS.	\$ 63.67	\$ 191.02	\$ 573.04
Compactor. Vibrator Plate, Gasoline Engine, 229 LBS.	\$ 63.67	\$ 191.02	\$ 573.04
Skidsteer Attachment, 12 In Auger Bit	\$ 11.34	\$ 34.03	\$ 102.08
Skidsteer Attachment, 18 In Auger Bit	\$ 11.34	\$ 34.03	\$ 102.08
Skidsteer Attachment, 24 In Auger Bit	\$ 11.34	\$ 34.03	\$ 102.08
Skidsteer Attachment, Auger Bit Extension	\$ 9.66	\$ 29.00	\$ 86.99
Skidsteer Attachment, Bucket, 68 In w/ Teeth	\$ 14.82	\$ 44.47	\$ 133.40
Skidsteer Attachment, Hydraulic Auger w/ Bit	\$ 37.90	\$ 113.68	\$ 341.04
Skidsteer Attachment, Hydraulic Breaker w/ Bit	\$ 161.11	\$ 483.34	\$ 1,450.00
Skidsteer Attachment, Hydraulic Pick up Broom, 72 In	\$ 108.78	\$ 326.35	\$ 979.04
Skidsteer Attachment, Hydraulic Pick up Broom, 72 In	\$ 108.78	\$ 326.35	\$ 979.04
Skidsteer Attachment, Trencher, Side Shift, 48 In Deep X 6 In Wide,	\$ 126.31	\$ 378.94	\$ 1,136.79

GH PHIPPS CONSTRUCTION COMPANIES**EQUIPMENT RENTAL RATES**

DESCRIPTION	DAILY	WEEKLY	MONTHLY
Skidsteer Pick up Broom Wear Charge	\$ 24.23	\$ 72.70	\$ 218.07
Skidsteer Wheel Loader, 74 HP Diesel, ROPS	\$ 182.12	\$ 546.36	\$ 1,639.08
Trencher, Walk Behind, 36 In Deep x 4 In Wide, 18 HP Gasoline Engine	\$ 108.78	\$ 326.35	\$ 979.04
Concrete Form, 3 Ft Inside Corner	\$ 0.78	\$ 2.32	\$ 6.96
Concrete Form, 3 Ft Outside Corner	\$ 0.78	\$ 2.32	\$ 6.96
Concrete Form, 3 Ft x 1 1/2 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 3 Ft x 1 In Filler	\$ 0.78	\$ 2.32	\$ 6.96
Concrete Form, 3 Ft x 2 In Filler	\$ 0.78	\$ 2.32	\$ 6.96
Concrete Form, 3 Ft x 4 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 3 Ft x 6 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 3 Ft x 8 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 3 Ft x 10 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 3 Ft x 12 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 3 Ft x 14 In Filler	\$ 0.78	\$ 2.32	\$ 6.96
Concrete Form, 3 Ft x 16 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 3 Ft x 18 In Filler	\$ 0.78	\$ 2.32	\$ 6.96
Concrete Form, 3 Ft x 20 In Filler	\$ 0.78	\$ 2.32	\$ 6.96
Concrete Form, 3 Ft x 22 In Filler	\$ 0.78	\$ 2.32	\$ 6.96
Concrete Form, 3 Ft x 24 Ft Panel	\$ 0.78	\$ 2.32	\$ 6.96
Concrete Form, 4 Ft Inside Corner	\$ 0.78	\$ 2.32	\$ 6.96
Concrete Form, 4 Ft Outside Corner	\$ 0.78	\$ 2.32	\$ 6.96
Concrete Form, 4 Ft x 1 1/2 In Filler	\$ 0.78	\$ 2.32	\$ 6.96
Concrete Form, 4 Ft x 1 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 4 Ft x 2 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 4 Ft x 4 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 4 Ft x 6 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 4 Ft x 8 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 4 Ft x 10 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 4 Ft x 12 In Filler	\$ 1.29	\$ 3.87	\$ 11.60
Concrete Form, 4 Ft x 14 In Filler	\$ 0.78	\$ 2.32	\$ 6.96
Concrete Form, 4 Ft x 16 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 4 Ft x 18 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 4 Ft x 20 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 4 Ft x 22 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 4 Ft x 24 Ft Panel	\$ 0.90	\$ 2.71	\$ 8.13
Concrete Form, 5 Ft Inside Corner	\$ 0.90	\$ 2.71	\$ 8.13
Concrete Form, 5 Ft Outside Corner	\$ 0.78	\$ 2.32	\$ 6.96
Concrete Form, 5 Ft x 1 1/2 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 5 Ft x 1 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 5 Ft x 2 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 5 Ft x 4 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 5 Ft x 6 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 5 Ft x 8 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 5 Ft x 10 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 5 Ft x 12 In Filler	\$ 1.54	\$ 4.64	\$ 13.91
Concrete Form, 5 Ft x 14 In Filler	\$ 0.78	\$ 2.32	\$ 6.96
Concrete Form, 5 Ft x 16 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 5 Ft x 18 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 5 Ft x 20 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 5 Ft x 22 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 5 Ft x 24 Ft Panel	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 6 Ft Inside Corner	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 6 Ft Outside Corner	\$ 0.78	\$ 2.32	\$ 6.96
Concrete Form, 6 Ft x 1 1/2 In Filler	\$ 0.78	\$ 2.32	\$ 6.96
Concrete Form, 6 Ft x 1 In Filler	\$ 1.03	\$ 3.10	\$ 9.28

GH PHIPPS CONSTRUCTION COMPANIES

EQUIPMENT RENTAL RATES

DESCRIPTION	DAILY	WEEKLY	MONTHLY
Concrete Form, 6 Ft x 2 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 6 Ft x 4 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 6 Ft x 6 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 6 Ft x 8 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 6 Ft x 10 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 6 Ft x 12 In Filler	\$ 2.58	\$ 7.74	\$ 23.19
Concrete Form, 6 Ft x 14 In Filler	\$ 0.78	\$ 2.32	\$ 6.96
Concrete Form, 6 Ft x 16 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 6 Ft x 18 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 6 Ft x 20 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 6 Ft x 22 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 6 Ft x 24 Ft Panel	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 8 Ft Inside Corner	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 8 Ft Outside Corner	\$ 0.78	\$ 2.32	\$ 6.96
Concrete Form, 8 Ft x 1 1/2 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 8 Ft x 1 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 8 Ft x 2 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 8 Ft x 4 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 8 Ft x 6 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 8 Ft x 8 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 8 Ft x 10 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 8 Ft x 12 In Filler	\$ 3.10	\$ 9.28	\$ 27.85
Concrete Form, 8 Ft x 14 In Filler	\$ 0.78	\$ 2.32	\$ 6.96
Concrete Form, 8 Ft x 16 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 8 Ft x 18 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 8 Ft x 20 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 8 Ft x 22 In Filler	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Form, 8 Ft x 24 Ft Panel	\$ 1.81	\$ 5.42	\$ 16.23
Concrete Form, Curb and Gutter, 6 In x 10 Ft	\$ 1.81	\$ 5.42	\$ 16.23
Concrete Form, Curb and Gutter, 12 In x 10 Ft	\$ 0.13	\$ 0.39	\$ 1.17
Concrete Form, Scaffold Bracket	\$ 1.29	\$ 3.87	\$ 11.60
Concrete Forming System, Plywood Handset Rods	\$ 83.78	\$ 251.34	\$ 753.99
Concrete Forming, 2 Ft x 2 Ft Mud Sills	\$ 1.67	\$ 5.03	\$ 15.08
Concrete Forming, 2 Slot Safety Loop	\$ 2.32	\$ 6.96	\$ 20.87
Concrete Forming, 3 Ft HD Scaffold Brackets w/Adjuster Chain	\$ 1.03	\$ 3.10	\$ 9.28
Concrete Forming, 9M Anchor Lock	\$ 3.10	\$ 9.28	\$ 27.85
Concrete Forming, 10 Ft Aluma Beams	\$ 0.78	\$ 2.32	\$ 6.96
Concrete Forming, 12 Ft Aluma Beams	\$ 3.86	\$ 11.60	\$ 34.81
Concrete Forming, 14 Ft Aluma Beams	\$ 0.78	\$ 2.32	\$ 6.96
Concrete Forming, 16 Ft Aluma Beams	\$ 0.78	\$ 2.32	\$ 6.96
Concrete Forming, 18 Ft Aluma Beams	\$ 0.78	\$ 2.32	\$ 6.96
Concrete Forming, 20 Ft Aluma Beams	\$ 0.78	\$ 2.32	\$ 6.96
Concrete Forming, Camlocks	\$ 0.15	\$ 0.46	\$ 1.38
Concrete Forming, Collapsible 6 Ft Corners	\$ 12.89	\$ 38.67	\$ 115.99
Concrete Forming, Collapsible 8 Ft Corners	\$ 12.89	\$ 38.67	\$ 115.99
Concrete Forming, Gang Tube Adapters 4 Ft	\$ 1.94	\$ 5.80	\$ 17.40
Concrete Forming, Gang Tube Adapters 6 Ft	\$ 3.86	\$ 11.60	\$ 34.81
Concrete Forming, Gang Tube Adapters 8 Ft	\$ 4.51	\$ 13.54	\$ 40.59
Concrete Forming, Gang Tube Adapters 10 Ft	\$ 5.15	\$ 15.47	\$ 46.40
Concrete Forming, Lift and Lock device	\$ 5.80	\$ 17.40	\$ 52.21
Concrete Forming, Scaffold Brackets	\$ 5.80	\$ 17.40	\$ 52.21
Concrete Forming, Stiff Back Clamps, Grasshoppers	\$ 0.13	\$ 0.39	\$ 1.17
Concrete Forming, Stiff Back Clamps, J Hook	\$ 0.13	\$ 0.39	\$ 1.17
Concrete Forming, Wedge Pins	\$ 0.13	\$ 0.39	\$ 1.17
Concrete Forming, Wedge Pins, Long	\$ 0.13	\$ 0.39	\$ 1.17
Concrete Forming, Whaler Clamps	\$ 0.13	\$ 0.39	\$ 1.17

GH PHIPPS CONSTRUCTION COMPANIES**EQUIPMENT RENTAL RATES**

DESCRIPTION	DAILY	WEEKLY	MONTHLY
Concrete Barrel Mixer, 6 Cubic Foot, 110 Volt Electric	\$ 41.89	\$ 125.67	\$ 377.00
Concrete Blanket, 12 Ft x 25 Ft, Used	\$ 6.57	\$ 19.72	\$ 59.16
Concrete Bucket, 1 1/2 Yard Laydown, 15 In x 22 In Gate	\$ 108.91	\$ 326.74	\$ 980.21
Concrete Bucket, 1 1/2 Yard Laydown, Extended Gate	\$ 108.91	\$ 326.74	\$ 980.21
Concrete Bucket, 1 1/2 Yard, 16 In Diameter Round Gate	\$ 67.66	\$ 203.00	\$ 609.00
Concrete Bucket, 1 Yard, 16 In Diameter Round Gate	\$ 64.45	\$ 193.34	\$ 580.00
Concrete Bucket, 1/2 Yard, 16 In Diameter Round Gate	\$ 56.46	\$ 169.36	\$ 508.07
Concrete Bucket, 2 Yard Laydown, 15 In x 22 In Gate	\$ 108.91	\$ 326.74	\$ 980.21
Concrete Bucket, 2 Yard, 16 In Diameter Round Gate	\$ 72.57	\$ 217.70	\$ 653.08
Concrete Bucket, 3 Yard, 16 In Diameter Round Gate	\$ 76.56	\$ 229.68	\$ 689.04
Concrete Bucket, 3/4 Yard, 16 In Diameter Round Gate	\$ 60.45	\$ 181.35	\$ 544.05
Concrete Curing Box, Thermostat Controlled, 24 to 48 Hours	\$ 31.58	\$ 94.74	\$ 284.19
Concrete Floor Saw, Self Propelled 14 HP Gasoline Engine, 18 In Blade Maximum	\$ 104.78	\$ 314.36	\$ 943.08
Concrete Floor Saw, Walk Behind, 10 HP Gasoline Engine, 14 In Blade Maximum	\$ 64.45	\$ 193.34	\$ 580.00
Concrete Georgia Buggy, 6 Cubic Foot, Hand Push	\$ 20.10	\$ 60.32	\$ 180.97
Concrete Power Buggy, 16 Cubic Foot, Gasoline Engine	\$ 137.01	\$ 411.03	\$ 1,233.08
Concrete Vibrator, 1 1/2 HP Motor, Flex Shaft	\$ 40.34	\$ 121.03	\$ 363.08
Concrete Vibrator, 1 HP Motor, Flex Shaft, Pencil	\$ 36.22	\$ 108.65	\$ 325.96
Concrete Vibrator, 2 1/2 HP Motor, Flex Shaft	\$ 44.34	\$ 133.02	\$ 399.04
Concrete Vibrator, High Cycle, 5 Meter, 110 Volt	\$ 51.55	\$ 154.67	\$ 464.01
Concrete Vibrator, High Cycle, 8 Meter, 110 Volt	\$ 56.46	\$ 169.36	\$ 508.07
Concrete Vibrator, High Cycle, 10 Meter, 110 Volt	\$ 61.22	\$ 183.67	\$ 551.00
Concrete Washout Pan, 1 1/2 Cubic Yard, 1/4 In Steel w/Picking Eyes	\$ 29.00	\$ 87.00	\$ 261.00
Concrete Washout Pan, 1 Cubic Yard, 1/4 In Steel w/Picking Eyes	\$ 25.78	\$ 77.34	\$ 232.00
Concrete Washout Pan, 2 1/2 Cubic Yard, 1/4 In Steel w/Picking Eyes	\$ 32.22	\$ 96.67	\$ 290.00
Craneable HD Snow Tarps, 25 Ft Wide, 25 Ft Long	\$ 22.55	\$ 67.67	\$ 203.01
Demolition Saw, 14 In Blade, 5 In Cut, 70cc 2 Stroke Gasoline Engine	\$ 119.22	\$ 357.67	\$ 1,073.01
Rebar Bender, #8 Rebar Maximum, Handheld 110 Volt Electric	\$ 72.57	\$ 217.70	\$ 653.08
Rebar Bender, #11 Rebar Maximum, 110 Volt Electric over Hydraulic Power Unit	\$ 186.89	\$ 560.67	\$ 1,682.01
Rebar Cutter, #6 Rebar Maximum, Handheld 110 Volt Electric	\$ 28.22	\$ 84.68	\$ 254.05
Band Saw, Deep Cut, Variable Speed, Corded	\$ 24.22	\$ 72.69	\$ 218.07
Carpet Puller, Adjustable Speed, 1 1/2 HP Electric Motor, 110 Volt	\$ 68.44	\$ 205.32	\$ 615.96
Chipping Hammer, 25# D Handle , Electric	\$ 60.45	\$ 181.38	\$ 544.05
Chipping Hammer, 25# D Handle , SDS Max, Electric	\$ 60.45	\$ 181.35	\$ 544.05
Chipping Hammer, 25# D Handle, Electric	\$ 60.45	\$ 181.35	\$ 544.05
Concrete Planer, 4 3/8 In Double Row Diamond Cup Wheel, Handheld, 110 Volt	\$ 64.45	\$ 193.34	\$ 580.00
Core Drill, 43 In Base Stand, Vacuum Attachment, 110 Volt Electric, 10 In Capacity	\$ 104.78	\$ 314.36	\$ 943.08
Core Drill, 43 In Base Stand, Vacuum Attachment, 110 Volt Electric, 10 In Capacity	\$ 104.78	\$ 314.36	\$ 943.08
Core Drill, Hand Held, Masonry, 110 Volt Electric, 2 In Capacity	\$ 52.33	\$ 156.99	\$ 470.97
Core Drill, Hand Held, Masonry, 110 Volt Electric, 2 In Capacity	\$ 52.33	\$ 156.99	\$ 470.97
Demolition Hammer, 60# T Handle, 1 1/8 In x 6 In Bits	\$ 96.66	\$ 290.00	\$ 870.00
Demolition Hammer, 70# T Handle, 1 1/8 In x 6 In Bits	\$ 122.45	\$ 367.34	\$ 1,102.01
Demolition Saw, 12 In Blade, 5 In Cut, 110 Volt Electric, w/Dust Collector	\$ 99.89	\$ 299.67	\$ 899.00
Demolition Saw, 14 In Blade, 5 In Cut, 110 Volt Electric	\$ 88.67	\$ 266.03	\$ 798.07
Demolition Saw, 14 In Blade, 5 In Cut, 110 Volt Electric	\$ 88.67	\$ 266.03	\$ 798.07
Demolition Saw, 14 In Blade, 5 In Cut, 110 Volt Electric	\$ 88.67	\$ 266.03	\$ 798.07
Drain Cleaning Machine, 100 Ft Snake, 1 1/2 In to 4 In Pipe	\$ 68.44	\$ 205.32	\$ 615.96
Drill, 1/2 In, D Handle, Corded	\$ 12.89	\$ 38.67	\$ 115.99
Drill, Compact Magnetic Base Drill, 1/2 In Jacobs Chuck	\$ 48.34	\$ 145.00	\$ 434.99
Drill, Compact Magnetic Base Drill, 1/2 In Jacobs Chuck	\$ 48.34	\$ 145.00	\$ 434.99
Drill, Corded, 1/2 In	\$ 6.96	\$ 17.40	\$ 40.59
Drill, Magnetic Base Drill, MT3 Taper/Jacobs Chuck	\$ 48.34	\$ 145.00	\$ 434.99
Drill, SDS Rotary Hammer, Corded	\$ 35.96	\$ 109.04	\$ 325.96
Grinder, 1 1/2 In Die Grinder, 1/4 In Collet, Electric	\$ 15.46	\$ 46.40	\$ 139.20

GH PHIPPS CONSTRUCTION COMPANIES**EQUIPMENT RENTAL RATES**

DESCRIPTION	DAILY	WEEKLY	MONTHLY
Grinder, 4 1/2 In Angle Grinder, Electric	\$ 7.09	\$ 21.27	\$ 63.80
Grinder, 4 1/2 In, Corded	\$ 5.80	\$ 17.40	\$ 52.21
Grinder, 7 In, Corded	\$ 9.28	\$ 23.20	\$ 63.80
Impact Wrench, 1 In Drive, Electric	\$ 23.20	\$ 69.60	\$ 208.79
Impact Wrench, 1/2 In Drive, Electric	\$ 13.54	\$ 40.60	\$ 121.80
Jointer, 6 In Plate Jointer, Electric	\$ 12.11	\$ 36.35	\$ 109.04
Mortice Machine, Door Lock, 1 1/2 HP,	\$ 22.55	\$ 67.67	\$ 203.01
Nailer, Brad, Electric 110 Volt	\$ 21.78	\$ 65.35	\$ 196.05
Nibbler, Electric, 14 Gauge Sheet Metal Cutting Tool	\$ 26.42	\$ 79.27	\$ 237.79
Paint Sprayer, Airless, Spray Gun w/Switch Tip, 50 Ft Hose	\$ 68.44	\$ 205.32	\$ 615.96
Planer, Door Planer, Portable, Electric	\$ 25.14	\$ 75.40	\$ 226.20
Rotary Hammer Drill, 3/16 In to 1/2 In, SDS Plus, Electric	\$ 25.14	\$ 75.40	\$ 226.20
Rotary Hammer Drill, 3/16 In to 1/2 In, SDS Plus, Electric	\$ 59.94	\$ 179.80	\$ 539.41
Rotary Hammer Drill, 5/8 In to 1 1/8 In, SDS Plus, Electric	\$ 61.99	\$ 185.99	\$ 557.96
Router, Fixed Base, 1 3/4HP, Electric	\$ 11.34	\$ 34.03	\$ 102.08
Router, Fixed Base, 2 1/4HP, Electric	\$ 12.76	\$ 38.28	\$ 114.84
Sander, Belt Sander, 4 In x 24 In Belt, Electric	\$ 22.55	\$ 67.67	\$ 203.01
Sander, Drywall Sander, Dust Collector and Vacuum	\$ 32.86	\$ 98.60	\$ 295.81
Sander, Random Orbital, 5 In, Corded	\$ 2.58	\$ 7.73	\$ 23.19
Saw, 7 1/4 In Circular Saw, Metal Cutting	\$ 47.56	\$ 142.68	\$ 428.03
Saw, 9 In Circular Saw, Metal Cutting	\$ 47.56	\$ 142.68	\$ 428.03
Saw, 12 In Compound Miter, Double Bevel Slider	\$ 16.89	\$ 50.66	\$ 151.97
Saw, 16 In Circular Beam Saw	\$ 24.23	\$ 72.70	\$ 218.07
Saw, Circular, Worm Drive, 7 1/4 In, Corded	\$ 29.00	\$ 75.40	\$ 203.01
Saw, Jigsaw, Corded	\$ 22.04	\$ 64.96	\$ 196.05
Saw, Oscillating Multi Tool, Electric	\$ 24.23	\$ 72.70	\$ 218.07
Saw, Reciprocating, Corded	\$ 18.56	\$ 58.00	\$ 196.05
Saw, Table Saw, 10 In Electric, Portable, w/Mag Switch	\$ 20.10	\$ 60.32	\$ 180.97
Shears, Electric, 14 Gauge Sheet Metal Cutting Tool	\$ 22.55	\$ 67.67	\$ 203.01
Vacuum, 6 Gallon Silica Dust Containment, Hepa Filter	\$ 32.22	\$ 96.67	\$ 290.00
Vacuum, 10 Gallon Silica Dust Containment, Hepa Filter	\$ 38.66	\$ 116.00	\$ 348.00
Wood Planer, 12 1/2 In Max, Electric	\$ 18.05	\$ 54.14	\$ 162.39
Demolition Saw, 9 In Blade, 3 1/4 In Cut, 60 Volt Cordless Electric, Brushless	\$ 34.80	\$ 98.60	\$ 290.00
Drill & Impact Driver Combo Kit, Cordless, 20 Volt, Brushless			
Epoxy Gun, Hilti Specific, 18 Volt Cordless Electric	\$ 46.40	\$ 139.20	\$ 406.00
Grinder, 4 1/2 In Angle Grinder, 20 Volt Cordless Kit	\$ 19.72	\$ 58.00	\$ 174.00
Impact Wrench, 1/2 In Drive, 20 Volt Cordless Kit	\$ 23.20	\$ 69.60	\$ 203.00
Nailer, Brad, 20 Volt Cordless Electric Kit	\$ 29.00	\$ 87.00	\$ 261.00
Nailer, Finish, 20 Volt Cordless Electric Kit	\$ 29.00	\$ 87.00	\$ 261.00
Nailer, Frammer, 20 Volt Cordless Electric Kit	\$ 34.80	\$ 98.60	\$ 284.20
Rotary Hammer Drill, 3/16 In to 1/2 In, SDS Plus, 18 Volt Cordless	\$ 23.20	\$ 69.60	\$ 203.00
Rotary Hammer Drill, 3/16 In to 1/2 In, SDS Plus, 20 Volt Cordless Kit	\$ 23.20	\$ 69.60	\$ 203.00
Rotary Hammer Drill, 3/16 In to 1/2 In, SDS Plus, 22 Volt Cordless w/Built in Dust Collector, Chippi	\$ 23.20	\$ 69.60	\$ 203.00
Saw, 6 1/2 In Circular Saw, 20 Volt Cordless Kit	\$ 17.40	\$ 52.20	\$ 145.00
Saw, 7 1/4 In Circular Saw, 20 Volt Cordless Kit	\$ 23.20	\$ 63.80	\$ 179.80
Saw, 7 In Circular Saw, Metal Cutting, 18 Volt Cordless	\$ 39.44	\$ 116.00	\$ 348.00
Saw, Jigsaw, 20 Volt Cordless Kit	\$ 17.40	\$ 52.20	\$ 156.60
Saw, Oscillating Multi Tool, 20 Volt Cordless	\$ 13.92	\$ 40.60	\$ 116.00
Saw, Portable Band Saw, 20 Volt Cordless	\$ 19.72	\$ 58.00	\$ 174.00
Saw, Reciprocating Blade, 20 Volt Cordless	\$ 17.40	\$ 52.20	\$ 145.00
Shears, 20 Volt Cordless, 14 Gauge Sheet Metal Cutting Kit	\$ 23.20	\$ 69.60	\$ 203.00
Tool Combo Kit, 5 Tools, Drill, Impact, 4 1/2 In Grinder, Reciprocating Saw, Circular Saw, 20 Volt Cordless	\$ 40.60	\$ 116.00	\$ 348.00
Delineator, Roof Edge, Warning Cone, Rubber Base	\$ 1.29	\$ 3.87	\$ 11.60
Edge Perimeter System, Barrier Bracket	\$ 0.38	\$ 1.16	\$ 3.49

GH PHIPPS CONSTRUCTION COMPANIES**EQUIPMENT RENTAL RATES**

DESCRIPTION	DAILY	WEEKLY	MONTHLY
Edge Perimeter System, Barrier Bracket, 360	\$ 0.38	\$ 1.16	\$ 3.49
Edge Perimeter System, Barriers 4 Ft 3 In Long, 4 Ft High	\$ 1.29	\$ 3.87	\$ 11.60
Edge Perimeter System, Barriers 6 Ft 4 In Long, 4 Ft High	\$ 2.32	\$ 6.96	\$ 20.87
Edge Perimeter System, Barriers 8 Ft 6 In Long, 4 Ft High	\$ 2.83	\$ 8.51	\$ 25.53
Edge Perimeter System, Ground Support Plate	\$ 1.29	\$ 3.87	\$ 11.60
Edge Perimeter System, Post Foot Socket Base	\$ 0.38	\$ 1.16	\$ 3.49
Edge Perimeter System, Posts 4 Ft 3 In Tall	\$ 1.03	\$ 3.10	\$ 9.28
Edge Perimeter System, Slab Clamp, Parapet Clamp	\$ 1.54	\$ 4.64	\$ 13.91
Edge Perimeter System, Stair Rail, Link Bar 31 In to 59 In	\$ 1.29	\$ 3.87	\$ 11.60
Edge Perimeter System, Stair Rail, Link Bar 59 In to 98 In	\$ 1.54	\$ 4.64	\$ 13.91
Horizontal Tie off Line Stanchion, 90 In Tall	\$ 3.99	\$ 11.99	\$ 35.96
Horizontal Tie off Winch, 60 Ft Retractable Cable	\$ 20.10	\$ 60.32	\$ 180.97
Parapet Clamp Tie off	\$ 18.24	\$ 54.68	\$ 116.00
Retractable Lifeline, 6 Ft 10 Ft, Strap	\$ 3.86	\$ 11.60	\$ 34.81
Retractable Lifeline, 6 Ft 10 Ft, Strap	\$ 3.86	\$ 11.60	\$ 34.81
Retractable Lifeline, 6 Ft 10 Ft, Strap, Twin Leg	\$ 7.74	\$ 23.20	\$ 69.59
Retractable Lifeline, 20 Ft Cable	\$ 8.90	\$ 26.68	\$ 80.04
Retractable Lifeline, 20 Ft Cable, Leading Edge	\$ 8.90	\$ 26.68	\$ 80.04
Retractable Lifeline, 30 Ft Cable	\$ 8.90	\$ 26.68	\$ 80.04
Retractable Lifeline, 30 Ft Cable, Leading Edge	\$ 8.90	\$ 26.68	\$ 80.04
Retractable Lifeline, 30 Ft Cable, Leading Edge	\$ 8.90	\$ 26.68	\$ 80.04
Retractable Lifeline, 33 Ft Cable	\$ 8.90	\$ 26.68	\$ 80.04
Retractable Lifeline, 50 Ft Cable	\$ 10.95	\$ 32.87	\$ 98.61
Retractable Lifeline, 50 Ft Cable	\$ 10.95	\$ 32.87	\$ 98.61
Retractable Lifeline, 50 Ft Cable	\$ 10.95	\$ 32.87	\$ 98.61
Retractable Lifeline, 85 Ft Cable	\$ 32.86	\$ 98.60	\$ 284.20
Retrieval Hoist System, Confined Space, Offset Mast, Fall Protection Harness	\$ 412.45	\$ 1,237.34	\$ 3,712.00
Slab Grab, Perimeter Stanchions	\$ 1.54	\$ 4.64	\$ 13.91
Stanchion, Roof Edge Handrail, Orange Stand, 48 In	\$ 1.94	\$ 5.80	\$ 17.40
Stanchion, Roof Edge Warning, Red Stand, 48 In	\$ 1.94	\$ 5.80	\$ 17.40
Tie off, Four Man, Penetrator, Mobile	\$ 74.11	\$ 222.34	\$ 667.00
Tie off, One Man, Beam Clamp	\$ 9.66	\$ 29.00	\$ 86.99
Tie off, One Man, Roof top, Screw down	\$ 14.82	\$ 44.47	\$ 133.40
Tie off, One Man, Seamless Metal Roof	\$ 20.10	\$ 60.32	\$ 180.97
Tie off, One Man, Weighted, Freestanding	\$ 23.33	\$ 69.99	\$ 209.96
Tie off, One Man, Weighted, Freestanding	\$ 23.33	\$ 69.99	\$ 209.96
Tie off, One Man, Window Jamb, Door Jamb	\$ 14.82	\$ 44.47	\$ 133.40
Fire Extinguisher Stand, Plastic, 10# to 20#	\$ 1.54	\$ 4.64	\$ 13.91
Fire Extinguisher, ABC, 10# to 20#	\$ 0.78	\$ 2.32	\$ 6.96
Dust Collector System, Floor Grinders	\$ 104.78	\$ 314.36	\$ 943.08
Dust Collector System, Floor Grinders	\$ 104.78	\$ 314.36	\$ 943.08
Dust Collector System, Floor Grinders	\$ 104.78	\$ 314.36	\$ 943.08
Dyma Serts Diamond Bricks 3, Wedges 3	\$ 48.34	\$ 145.00	\$ 434.99
Floor Grinder, Dual Disc w/ 3 Dyma Serts, Gas	\$ 232.00	\$ 696.00	\$ 2,093.79
Floor Grinder, Edge, Single Disc, 7 In, 110 Volt Electric	\$ 71.53	\$ 214.51	\$ 643.77
Floor Grinder, Single Disc w/ 3 Dyma Serts, 110 Volt Electric	\$ 139.58	\$ 418.76	\$ 1,256.27
Floor Grinder, Single Disc w/ 3 Elite Grind Segments, 110 Volt Electric	\$ 148.22	\$ 444.67	\$ 1,333.99
Floor Grinder, Single Disc, 10 In 110 Volt Electric	\$ 87.00	\$ 249.40	\$ 759.80
Floor Maintainer, 17 In Diameter, 110 Volt Electric	\$ 36.22	\$ 108.66	\$ 325.96
Floor Scarifier, 8 In Wide Drum, 5HP, 220 Volt Electric	\$ 215.76	\$ 647.28	\$ 1,941.84
Floor Scarifier, 10 In Wide Drum, 9HP Gasoline Engine	\$ 215.76	\$ 647.28	\$ 1,941.84
Floor Scrape Away Blade, 15 In Tungsten Inserts	\$ 120.90	\$ 362.70	\$ 1,088.07
Floor Scrubber, 26 In Walk Behind, Electric Battery	\$ 302.89	\$ 908.67	\$ 2,726.00
Sander, Floor, 8 In Belt, 110 Volt Electric	\$ 58.65	\$ 175.94	\$ 527.79

GH PHIPPS CONSTRUCTION COMPANIES**EQUIPMENT RENTAL RATES**

DESCRIPTION	DAILY	WEEKLY	MONTHLY
Tile Stripper, 25# Lightweight Handheld, 110 Volt Electric	\$ 20.10	\$ 60.32	\$ 180.97
Tile Stripper, HD Self Propelled, Walk behind, 110 Volt Electric	\$ 290.00	\$ 870.00	\$ 2,610.01
Tile Stripper, Lightweight Walk behind, 110 Volt Electric	\$ 50.91	\$ 152.74	\$ 458.20
Tile Stripper, Self Propelled, Walk behind, 110 Volt Electric	\$ 56.46	\$ 169.36	\$ 508.07
Generator, 3,000 Watt, 110 Volt Single Phase, Portable, Gasoline Engine	\$ 56.46	\$ 169.36	\$ 508.07
Generator, 3,600 Watt, 110 Volt Single Phase, Portable, Gasoline Engine	\$ 56.46	\$ 169.36	\$ 508.07
Generator, 4,300 Watt, 110 Volt Single Phase, Portable, Gasoline Engine	\$ 56.46	\$ 169.36	\$ 508.07
Generator, 6,500 Watt, 110/220 Volt Single Phase, Portable, Gasoline Engine	\$ 68.44	\$ 205.32	\$ 615.96
Generator, 7,000 Watt, 110/220 Volt Single Phase, Portable, Gasoline Engine	\$ 68.44	\$ 205.32	\$ 615.96
Generator, 9,700 Watt, 110/220 Volt Single Phase, Portable, Gasoline Engine	\$ 88.67	\$ 266.03	\$ 798.07
Generator, 45 KVA Portable Diesel, 110/220/440 Volt 3 Phase, Trailer Mounted	\$ 161.11	\$ 483.34	\$ 1,450.00
Generator, 70 KVA Portable Diesel, 110/220/440 Volt 3 Phase, Trailer Mounted	\$ 212.66	\$ 638.00	\$ 1,913.99
Light Tower, 4000 Watt, 30 Ft Rotatable Mast, Portable Diesel, Trailer Mounted	\$ 88.67	\$ 266.03	\$ 798.07
Light Tower, 4000 Watt, 30 Ft Rotatable Mast, Portable Diesel, Trailer Mounted	\$ 88.67	\$ 266.03	\$ 798.07
Light Tower, 4000 Watt, 30 Ft Rotatable Mast, Portable Diesel, Trailer Mounted	\$ 88.67	\$ 266.03	\$ 798.07
Lighting, Cordless 20 Volt LED Area Work Light, 5,000 Lumens, Bluetooth	\$ 14.18	\$ 42.54	\$ 127.60
Lighting, Cordless 20 Volt LED Area Work Light, 7,000 Lumens , Bluetooth, 110 Volt Electric	\$ 16.11	\$ 48.34	\$ 144.99
Lighting, Cordless 20 Volt LED Light Stand, 3,000 Lumens, 88 In Tall	\$ 12.89	\$ 38.67	\$ 115.99
Lighting, Wobble Light, 85 Watt Fluorescent Work Light, 27 In High, 110 Volt Electric	\$ 5.80	\$ 17.40	\$ 52.21
Lighting, Wobble Light, 500 Watt Fluorescent Work Light, 27 In High, 110 Volt Electric	\$ 14.57	\$ 43.70	\$ 131.08
STRING LIGHT, LED, 100 FT	\$ 12.11	\$ 36.35	\$ 109.04
Banding Machine, 3/4 In Steel Band, Tensioner, Cutter, Cart	\$ 8.38	\$ 25.14	\$ 75.40
Grout Pump, Single Diaphragm, 5 Gallon, Hand Pump	\$ 15.34	\$ 46.02	\$ 138.03
Torque Wrench, 3/4 In Drive, 600 lb. Capacity	\$ 26.55	\$ 79.66	\$ 238.96
Air Conditioner, Portable,12,000 BTU,110 Volt Electric	\$ 40.60	\$ 121.80	\$ 365.40
Air Conditioner, Portable, 10,000 BTU, 110 Volt Electric	\$ 120.90	\$ 362.70	\$ 1,088.07
Air Conditioner, Portable, 20,000 BTU, 110 Volt Electric	\$ 120.90	\$ 362.70	\$ 1,088.07
Air Conditioner, Portable, 24,000 BTU, 220 Volt, Single Phase Electric	\$ 103.11	\$ 309.34	\$ 928.00
Bottle Cart, Upright, 100# Propane Tank	\$ 43.18	\$ 129.54	\$ 388.59
Fan, 1,225 CFM Air Mover, Carpet Fan, 110 Volt Electric, 3 Speed Fan	\$ 19.34	\$ 58.00	\$ 174.01
Fan, 1,560 CFM Air Mover, Carpet Fan, 110 Volt Electric, 3 Speed Fan	\$ 19.34	\$ 58.00	\$ 174.01
Fan, 1,625 CFM Air Mover, Carpet Fan, 110 Volt Electric, 3 Speed Fan	\$ 19.34	\$ 58.00	\$ 174.01
Fan, 1,625 CFM Air Mover, Carpet Fan, 110 Volt Electric, 3 Speed Fan	\$ 19.34	\$ 58.00	\$ 174.01
Fan, 1,800 CFM Air Mover, Carpet Fan, 110 Volt Electric, 3 Speed Fan	\$ 19.34	\$ 58.00	\$ 174.01
Fan, 2,250 CFM Air Mover, Carpet Fan, 110 Volt Electric, 3 Speed Fan	\$ 19.34	\$ 58.00	\$ 174.01
Fan, 2,500 CFM Air Mover, Carpet Fan, 110 Volt Electric, 3 Speed Fan	\$ 19.34	\$ 58.00	\$ 174.01
Fan, 2,700 CFM Air Mover, Carpet Fan, 110 Volt Electric, 3 Speed Fan	\$ 19.34	\$ 58.00	\$ 174.01
Fan, 3,000 CFM Air Mover, Carpet Fan, 110 Volt Electric, 3 Speed Fan	\$ 19.34	\$ 58.00	\$ 174.01
Fan, 8 In Utility Blower, 110 Volt Electric, 1,575 CFM, w/25 Ft Duct Hose	\$ 48.34	\$ 145.00	\$ 434.99
Fan, 24 In Vane Axial Direct Drive Blower, 7,400 CFM, 110 Volt Electric, 360 Degree Swivel Stand	\$ 45.89	\$ 137.66	\$ 412.95
Fan, 24 In Vane Axial Fan, 13,414 CFM, 110 Volt Electric, Lightweight	\$ 45.89	\$ 137.66	\$ 412.95
Fan, 36 In Portable Circulating Fan, 4,400 CFM, 110 Volt Electric, 2 Speed, 7 In Wheels	\$ 20.10	\$ 60.32	\$ 180.97
Fan, 36 In Portable Circulating Fan, 5,400 CFM, 110 Volt Electric, 2 Speed, 7 In Wheels	\$ 20.10	\$ 60.32	\$ 180.97
Fan, 36 In Stationary Circulating Fan, 9,000 CFM, 110 Volt Electric, 2 Speed, 7 In Wheels	\$ 20.10	\$ 60.32	\$ 180.97
Fan, 48 In Portable Circulating Fan, 8,800 CFM, 110 Volt Electric, 2 Speed, 7 In Wheels	\$ 24.23	\$ 72.70	\$ 218.07
Ground Thaw Machine, 1,100 SQ FT, Diesel Generator and Burners, 91 Hours Run Time	\$ 406.00	\$ 1,218.00	\$ 3,625.00
Ground Thaw Machine, 3,000 SQ FT, Diesel Burners, 81 Hours Run Time	\$ 823.60	\$ 2,296.80	\$ 6,728.00
Ground Thaw Machine, 3,000 SQ FT, Diesel Generator and Burners, 81 Hours Run Time	\$ 823.60	\$ 2,296.80	\$ 6,728.00
Ground Thaw Machine, 3,000 SQ FT, Diesel Generator and Burners, 81 Hours Run Time	\$ 823.60	\$ 2,296.80	\$ 6,728.00
Heater, 1,000,000 BTU, Indirect, Natural Gas/Propane, 240 Volt/Single Phase, Thermostat, Fan Forced	\$ 354.45	\$ 1,063.34	\$ 3,189.99
Heater, 1,000,000 BTU, Towable Indirect, Diesel, Fan Forced Air	\$ 676.66	\$ 2,030.00	\$ 6,090.00
Heater, 1,500,000 BTU, Natural Gas/Propane, Electronic Thermostat, Fan Forced Air	\$ 148.22	\$ 444.67	\$ 1,333.99
Heater, 3 Way Propane Manifold	\$ 1.29	\$ 3.86	\$ 11.60

GH PHIPPS CONSTRUCTION COMPANIES**EQUIPMENT RENTAL RATES**

DESCRIPTION	DAILY	WEEKLY	MONTHLY
Heater, 5,200 BTU, Electric 110 Volt, Electronic Thermostat, 3 Speed Fan	\$ 16.11	\$ 48.34	\$ 144.99
Heater, 10,000 BTU, Electric 220 Volt Single Phase, Fan, 3 KW	\$ 25.78	\$ 77.34	\$ 232.00
Heater, 10,000 BTU, Electric 220 Volt Single Phase, Fan, 3 KW	\$ 25.78	\$ 77.34	\$ 232.00
Heater, 11,260 BTU, Electric 220 Volt Single Phase, Fan, 3.3 KW	\$ 25.78	\$ 77.34	\$ 232.00
Heater, 25 Ft Propane Hose Extension	\$ 3.99	\$ 11.99	\$ 35.96
Heater, 34,121 BTU, Electric 220 Volt Single Phase, 2 Speed Fan, 10 KW	\$ 47.69	\$ 143.07	\$ 429.20
Heater, 34,152 BTU, Electric 220 Volt Single Phase, 2 Speed Fan, 10 KW	\$ 47.69	\$ 143.07	\$ 429.20
Heater, 51,000 BTU Electric 220 Volt 3 Phase, Electronic Thermostat, 3 Speed Fan, 15 KW	\$ 47.69	\$ 143.07	\$ 429.20
Heater, 51,000 BTU Electric 220 Volt 3 Phase, Electronic Thermostat, 3 Speed Fan, 15 KW	\$ 47.69	\$ 143.07	\$ 429.20
Heater, 118,000 BTU Radiant, Diesel , 15 Gallon Tank	\$ 58.00	\$ 174.00	\$ 522.01
Heater, 150,000 BTU, Propane, Electronic Thermostat, Fan Forced Air	\$ 32.22	\$ 96.67	\$ 290.00
Heater, 150,000 BTU, Propane, Electronic Thermostat, Fan Forced Air	\$ 32.22	\$ 96.67	\$ 290.00
Heater, 155,000 BTU, Propane, Electronic Thermostat, Fan Forced Air	\$ 32.22	\$ 96.67	\$ 290.00
Heater, 170,000 BTU, Propane, Electronic Thermostat, Fan Forced Air	\$ 32.22	\$ 96.67	\$ 290.00
Heater, 200,000 BTU, Indirect, Diesel/Kerosene, 110 Volt/Single Phase, Thermostat, Fan Forced Air	\$ 87.00	\$ 261.00	\$ 783.01
Heater, 350,000 BTU, Propane, Electronic Thermostat, Fan Forced Air	\$ 48.34	\$ 145.00	\$ 434.99
Heater, 350,000 BTU, Propane, Electronic Thermostat, Fan Forced Air	\$ 48.34	\$ 145.00	\$ 434.99
Heater, 375,000 BTU, Propane, Electronic Thermostat, Fan Forced Air	\$ 48.34	\$ 145.00	\$ 434.99
Heater, 375,000 BTU, Propane, Electronic Thermostat, Fan Forced Air	\$ 48.34	\$ 145.00	\$ 434.99
Heater, 400,000 BTU, Natural Gas/Propane, Electronic Thermostat, Fan Forced Air	\$ 83.78	\$ 251.34	\$ 753.99
Heater, High Temp Duct Hose, Heat Resistant, 16 In x 25 Ft	\$ 5.80	\$ 17.40	\$ 52.21
Heater, Propane Cylinder, 100#	\$ 1.03	\$ 3.10	\$ 9.28
Heater, Remote Thermostat for 1 Million BTU, Indirect, Diesel, Trailer Mount	\$ 8.38	\$ 25.14	\$ 75.40
Air Scrubber, 110 Volt Electric, Hepa Filter	\$ 5.15	\$ 15.47	\$ 46.40
Containment Enclosure, Portable, 10 Ft Height, 110 Volt	\$ 83.14	\$ 249.40	\$ 748.20
Containment Enclosure, Portable, 13 Ft Height, 110 Volt	\$ 83.14	\$ 249.40	\$ 748.20
Containment System Hardware, Camlock	\$ 1.03	\$ 3.10	\$ 9.28
Containment System Hardware, Ceiling Screw Jack	\$ 1.03	\$ 3.10	\$ 9.28
Containment System Hardware, Grid Clip	\$ 1.03	\$ 3.10	\$ 9.28
Containment System, 6 In Adjustable Panel, 92 In to 120 In Tall, Self Leveling	\$ 7.74	\$ 23.20	\$ 69.59
Containment System, 12 In Adjustable Panel, 92 In to 120 In Tall	\$ 7.74	\$ 23.20	\$ 69.59
Containment System, 24 In Adjustable Panel w/8 In Exhaust Port, 92 In to 120 In Tall	\$ 12.89	\$ 38.67	\$ 115.99
Containment System, 24 In Adjustable Panel, 92 In to 120 In Tall	\$ 10.31	\$ 30.94	\$ 92.80
Containment System, 36 In Adjustable Panel, 92 In to 120 In Tall	\$ 10.57	\$ 31.71	\$ 95.12
Containment System, 48 In Adjustable Panel w/44 In Door, 92 In to 120 In Tall	\$ 20.62	\$ 61.87	\$ 185.60
Containment System, 48 In Adjustable Panel, 92 In to 120 In Tall	\$ 12.89	\$ 38.67	\$ 115.99
Containment System, Hinged Corner, 92 In Tall	\$ 5.15	\$ 15.47	\$ 46.40
Differential Pressure Recorder, Dual Ports, High/Low Programing, Alarm, 110 Volt Electric, Case	\$ 46.78	\$ 140.36	\$ 421.08
Differential Pressure Recorder, Wireless, Battery	\$ 18.69	\$ 56.07	\$ 168.20
Negative Air Machine, 1,000 CFM, 110 Volt Electric, Hepa Filter, Metal Case	\$ 16.11	\$ 48.34	\$ 144.99
Negative Air Machine, 1,000 CFM, 110 Volt Electric, Hepa Filter, Plastic Case	\$ 16.11	\$ 48.34	\$ 144.99
Negative Air Machine, 1,200 CFM, 110 Volt Electric, Hepa Filter, Plastic Case	\$ 28.22	\$ 84.68	\$ 254.05
Negative Air Machine, 1,200 CFM, 110 Volt Electric, Hepa Filter, Plastic Case	\$ 28.22	\$ 84.68	\$ 254.05
Negative Air Machine, 2,000 CFM, 110 Volt Electric, Hepa Filter, Metal Case	\$ 28.22	\$ 84.68	\$ 254.05
Negative Air Machine, 2,000 CFM, 110 Volt Electric, Hepa Filter, Metal Case	\$ 28.22	\$ 84.68	\$ 254.05
Negative Air Machine, 2,000 CFM, 110 Volt Electric, Hepa Filter, Plastic Case	\$ 28.22	\$ 84.68	\$ 254.05
Negative Air Machine, 2,000 CFM, 110 Volt Electric, Hepa Filter, Plastic Case	\$ 28.22	\$ 84.68	\$ 254.05
Negative Air Machine, 500 CFM, 110 Volt Electric, Hepa Filter, Metal Case	\$ 16.11	\$ 48.34	\$ 144.99
Negative Air Machine, 600 CFM, 110 Volt Electric, Hepa Filter, Metal Case	\$ 16.11	\$ 48.34	\$ 144.99
Negative Air Machine, 600 CFM, 110 Volt Electric, Hepa Filter, Plastic Case	\$ 16.11	\$ 48.34	\$ 144.99
Temperature/Humidity/Moisture Sensor, Wireless, Battery	\$ 5.80	\$ 17.40	\$ 52.21
Wireless Gateway Auto Dialer, Particle Counter	\$ 29.00	\$ 87.00	\$ 261.00
Wireless Gateway Auto Dialer, Particle Counter	\$ 29.00	\$ 87.00	\$ 261.00
Zip Wall Poles, Adjustable to 18 Ft High, 132# Capacity	\$ 1.67	\$ 5.03	\$ 15.08

GH PHIPPS CONSTRUCTION COMPANIES**EQUIPMENT RENTAL RATES**

DESCRIPTION	DAILY	WEEKLY	MONTHLY
Aerator, Self Propelled, 19.5 In Wide, 4 HP Gasoline Engine	\$ -	\$ -	\$ -
Auger, One Man Earth Drill, Gas Engine, 6 In to 12 In	\$ 48.34	\$ 145.00	\$ 434.99
Backpack Blower, 2 Stroke Gas Powered, 510 cfm	\$ 52.33	\$ 156.99	\$ 470.97
Backpack Blower, 2 Stroke Gas Powered, 517 cfm	\$ 23.33	\$ 69.99	\$ 209.96
Lawn Mower, 21 In, 4.5 HP Gas Engine, Self Propelled	\$ 23.33	\$ 69.99	\$ 209.96
Lawn Mower, 21 In, 4.5 HP Gas Engine, Self Propelled	\$ 28.35	\$ 85.07	\$ 255.20
Lawn Mower, 42 In, 19 HP Gas Engine, Riding	\$ 28.35	\$ 85.07	\$ 255.20
Lawn Mower, 60 In, Zero Turn, Gas Engine, Riding	\$ 161.11	\$ 483.34	\$ 1,450.00
Rototiller, Front Tine, 5 HP Gasoline Engine	\$ 161.11	\$ 483.34	\$ 1,450.00
Rototiller, Heavy Duty Rear Tine, 13 HP Gasoline Engine	\$ 60.45	\$ 181.35	\$ 544.05
Saw, Chain Saw, 20 In Blade, 2 Cycle Engine	\$ 116.00	\$ 348.00	\$ 1,043.99
Snow Blower, 24 In, 8 HP Gas Engine, Self Propelled	\$ 64.45	\$ 193.34	\$ 580.00
Weed eater, 43cc Two Cycle Gas Engine	\$ 44.34	\$ 133.02	\$ 399.04
Weed Mower, 24 In, 12 HP Gas Engine, Self Propelled	\$ 32.22	\$ 96.67	\$ 290.00
Weed Mower, 24 In, 12 HP Gas Engine, Self Propelled	\$ 76.56	\$ 229.68	\$ 689.04
Builders Level, Optical, Case, Tripod, Measuring Rod	\$ 25.14	\$ 75.40	\$ 226.20
Builders Level, Optical, Case, Tripod, Measuring Rod	\$ 25.14	\$ 75.40	\$ 226.20
Laser, 2 Line, Horizontal, Vertical, Red Line, Battery Operated	\$ 35.45	\$ 106.34	\$ 319.00
Laser, Interior, 360 Degree, Green	\$ 29.00	\$ 87.00	\$ 261.00
Laser, Rotary, Horizontal Self Leveling w/Receiver	\$ 60.45	\$ 181.35	\$ 544.05
Laser, Rotary, Horizontal Self Leveling w/Receiver	\$ 60.45	\$ 181.35	\$ 544.05
Laser, Rotating, Elite Horizontal, Vertical, w/Power Tripod and Receiver	\$ 151.45	\$ 454.34	\$ 1,362.99
Laser, Rotating, Elite Horizontal, Vertical, w/Receiver	\$ 128.89	\$ 386.67	\$ 1,160.00
Prism, 360 Degree, Multi track Pro, 5/8 In Thread	\$ 38.66	\$ 116.00	\$ 348.00
Prism, 360 Degree, Multi track Pro, 5/8 In Thread	\$ 38.66	\$ 116.00	\$ 348.00
Prism, 360 Degree, Multi track Pro, 5/8 In Thread	\$ 38.66	\$ 116.00	\$ 348.00
Total Station Data Collector, Battery, Charger, Case	\$ 72.57	\$ 217.70	\$ 653.08
Total Station Data Collector, Battery, Charger, Case	\$ 72.57	\$ 217.70	\$ 653.08
Total Station Data Collector, Battery, Charger, Case	\$ 72.57	\$ 217.70	\$ 653.08
Total Station Data Collector, Battery, Charger, Case	\$ 72.57	\$ 217.70	\$ 653.08
Total Station Robotic Data Collector, Battery, Charger, Case	\$ 72.57	\$ 217.70	\$ 653.08
Total Station Robotic Data Collector, Battery, Charger, Case	\$ 72.57	\$ 217.70	\$ 653.08
Total Station Robotic Data Collector, Battery, Charger, Case	\$ 72.57	\$ 217.70	\$ 653.08
Total Station Robotic Data Collector, Battery, Charger, Case	\$ 72.57	\$ 217.70	\$ 653.08
Total Station, Digital, Battery, Charger, Case	\$ 80.55	\$ 241.67	\$ 724.99
Total Station, Digital, Battery, Charger, Case	\$ 418.89	\$ 1,256.67	\$ 3,769.99
Total Station, Robotic Multistation, 3D Scanner, Battery, Charger, Case	\$ 444.66	\$ 1,334.00	\$ 4,002.00
Total Station, Robotic, 1 In/1 Second, Blue Tooth, Battery, Charger, Case	\$ 418.89	\$ 1,256.67	\$ 3,769.99
Total Station, Robotic, Color Touchscreen Keyboard, Battery, Charger, Case	\$ 418.89	\$ 1,256.67	\$ 3,769.99
Total Station, Robotic, Color Touchscreen Keyboard, Battery, Charger, Case	\$ 418.89	\$ 1,256.67	\$ 3,769.99
Transit, Digital Theodolite, Optical 5 Second, Case, Tripod, Measuring Rod	\$ 44.46	\$ 133.40	\$ 400.21
Transit, Digital Theodolite, Optical 5 Second, Case, Tripod, Measuring Rod	\$ 36.09	\$ 108.27	\$ 324.81
Transit, Theodolite, Optical, Case, Tripod, Measuring Rod	\$ 36.09	\$ 108.27	\$ 324.81
Appliance Dolly, Strap, Tightener	\$ 5.67	\$ 17.02	\$ 51.04
Carpenter Cart, 2 Shelves, Plastic, 4 Wheels	\$ 5.15	\$ 15.47	\$ 46.40
Chainfall, 2 Ton, 15 Ft, 25 Ft, Manual Pull	\$ 31.45	\$ 94.35	\$ 283.04
Crane Attachment, Material Basket, 5,000#	\$ 67.66	\$ 203.00	\$ 609.00
Crane Attachment, Pallet Forks, 48 In, 6,000#	\$ 48.34	\$ 145.00	\$ 434.99
Doorminator Door Handler, 160 lb and Ft x 7 Ft Capacity	\$ 19.98	\$ 59.93	\$ 179.76
Drywall Cart, 3,300# Capacity, 4 Wheels	\$ 12.11	\$ 36.35	\$ 109.04
Drywall Lift, 10 Ft Maximum Height, 200# Capacity	\$ 28.22	\$ 84.68	\$ 254.05
Flat Cart, 1,500# Capacity, 24 In x 48 In, Wood Deck	\$ 8.12	\$ 24.36	\$ 73.08
Forklift Attachment, 4 Way Eco Pan Sling	\$ 5.80	\$ 17.40	\$ 52.21
Forklift Attachment - Concrete Placing Hopper w/chute - 3/4 Yard Capacity	\$ 34.80	\$ 98.60	\$ 295.80

GH PHIPPS CONSTRUCTION COMPANIES**EQUIPMENT RENTAL RATES**

DESCRIPTION	DAILY	WEEKLY	MONTHLY
Forklift Attachment, Crane Hook for Forks, 10,000#	\$ 29.00	\$ 87.00	\$ 261.00
Forklift Attachment, Crane Hook for Forks, 10,000#	\$ 29.00	\$ 87.00	\$ 261.00
Forklift Attachment, Crane Hook for Forks, 10,000#	\$ 29.00	\$ 87.00	\$ 261.00
Forklift Attachment, Dirt Bucket, 2 Yard, 60 In	\$ 36.22	\$ 108.66	\$ 325.96
Forklift Attachment, Fork Extensions, 90 In Long	\$ 35.45	\$ 106.34	\$ 319.00
Forklift Attachment, Jib Boom, Telescopic 7 Ft 12 Ft, 6,000# Capacity	\$ 64.45	\$ 193.34	\$ 580.00
Forklift Attachment, Trash Dumpster, 1 Yard	\$ 29.00	\$ 87.00	\$ 261.00
Forklift Attachment, Trash Dumpster, 1 Yard	\$ 29.00	\$ 87.00	\$ 261.00
Forklift Attachment, Trash Dumpster, 1 Yard	\$ 29.00	\$ 87.00	\$ 261.00
Forklift Attachment, Trash Dumpster, 1.5 Yard	\$ 41.89	\$ 125.67	\$ 377.00
Forklift Attachment, Trash Dumpster, 1/2 Yard	\$ 16.10	\$ 48.27	\$ 144.99
Forklift Attachment, Trash Dumpster, 2 Yard	\$ 41.89	\$ 125.67	\$ 377.00
Forklift Attachment, Trash Dumpster, 3 Yard	\$ 41.89	\$ 125.67	\$ 377.00
Forklift Attachment, Truss Boom	\$ 64.45	\$ 193.34	\$ 580.00
Forklift, 19 Ft Reach, 5,000# Capacity, 4WD, Diesel	\$ 325.45	\$ 976.34	\$ 2,929.01
Forklift, 19 Ft Reach, 5,000# Capacity, 4WD, Diesel	\$ 325.45	\$ 976.34	\$ 2,929.01
Forklift, 42 Ft Reach, 6,000# Capacity, 4WD, Diesel	\$ 425.34	\$ 1,276.00	\$ 3,828.01
Forklift, 45 Ft Reach, 9,000# Capacity, 4WD, Diesel	\$ 425.34	\$ 1,276.00	\$ 3,828.01
Forklift, 45 Ft Reach, 10,000# Capacity, 4WD, Diesel	\$ 470.45	\$ 1,411.34	\$ 4,234.00
Forklift, 55 Ft Reach, 10,000# Capacity, 4WD, Diesel	\$ 509.11	\$ 1,527.34	\$ 4,582.00
Forklift, 55 Ft Reach, 10,000# Capacity, 4WD, Diesel	\$ 509.11	\$ 1,527.34	\$ 4,582.00
Forklift, 55 Ft Reach, 10,000# Capacity, 4WD, Diesel, RPO	\$ 509.11	\$ 1,527.34	\$ 4,582.00
Forklift, 55 Ft Reach, 12,000# Capacity, 4WD, Diesel	\$ 560.66	\$ 1,682.00	\$ 5,046.00
Forklift, Straight Mast, 2,000 lb Capacity, Gas/Propane	\$ 153.12	\$ 458.81	\$ 1,377.76
Forklift, Straight Mast, 5,000 lb Capacity, Gas/Propane	\$ 153.12	\$ 458.81	\$ 1,377.76
Fuel Caddy, 30 Gallon Capacity w/Pump, On Wheels	\$ 7.22	\$ 21.66	\$ 64.95
Material Lift, 650# Capacity, 24 Ft Max Height	\$ 70.89	\$ 212.67	\$ 638.00
Pallet Jack, Electric, 4000# Capacity, 48 In Forks	\$ 64.45	\$ 193.34	\$ 580.00
Pallet Jack, Manual, 4,000# Capacity, 48 In Forks	\$ 16.89	\$ 50.66	\$ 151.97
Pallet Jack, Manual, 4,000# Capacity, 72 In Forks	\$ 23.20	\$ 69.60	\$ 208.79
Pallet Jack, Manual, 4,500# Capacity, 48 In Forks	\$ 15.34	\$ 46.02	\$ 138.03
Pallet Jack, Manual, 4,500# Capacity, 48 In Forks	\$ 15.34	\$ 46.02	\$ 138.03
Pallet Jack, Manual, 4,500# Capacity, 48 In Forks	\$ 15.34	\$ 46.02	\$ 138.03
Pallet Jack, Manual, 4,500# Capacity, 48 In Forks	\$ 15.34	\$ 46.02	\$ 138.03
Pallet Jack, Manual, 5,500# Capacity, 48 In Forks	\$ 16.89	\$ 50.66	\$ 151.97
Pallet Jack, Manual, 5,500# Capacity, 48 In Forks	\$ 16.89	\$ 50.66	\$ 151.97
Pallet Jack, Manual, 6,000# Capacity, 48 In Forks	\$ 16.89	\$ 50.66	\$ 151.97
Picking Beams, 18 Ft Long, 5,500# Rating	\$ 19.34	\$ 58.00	\$ 174.01
Picking Beams, 38 Ft Long, 12,200# Rating	\$ 45.89	\$ 137.66	\$ 412.95
Picking Frame, 27 Ft Long, 10 Ft Wide	\$ 29.00	\$ 87.00	\$ 261.00
Porta Power, 10 Ton, Hydraulic	\$ 24.23	\$ 72.70	\$ 218.07
Porta Power, 10 Ton, Hydraulic	\$ 24.23	\$ 72.70	\$ 218.07
Porta Power, 10 Ton, Hydraulic	\$ 24.23	\$ 72.70	\$ 218.07
Porta Power, 10 Ton, Hydraulic	\$ 24.23	\$ 72.70	\$ 218.07
Porta Power, 10 Ton, Hydraulic	\$ 24.23	\$ 72.70	\$ 218.07
Porta Power, 10 Ton, Spreader Wedge, Hydraulic	\$ 51.55	\$ 154.67	\$ 464.01
Porta Power, 14 Ton, Spreader Wedge, Hydraulic	\$ 51.55	\$ 154.67	\$ 464.01
Ramp, Portable Dock, 36 Ft Long, 86 In Wide, 20,000#	\$ 154.02	\$ 462.07	\$ 1,386.20
Roofing Cart, Flat, 24 In x 48 In, Large Pneumatic Tires	\$ 16.11	\$ 48.34	\$ 144.99
Trash Buggy Lid, 1/2 Yard, Plastic	\$ 2.45	\$ 7.35	\$ 22.04
Trash Buggy, 1/2 Yard, Plastic	\$ 9.66	\$ 29.00	\$ 86.99
Trash Handling Bucket, 2 Yard Clamshell, Self Dumping	\$ 54.78	\$ 164.34	\$ 493.01
Trash Handling Bucket, 2 Yard, Self Dumping, 1,250#	\$ 54.78	\$ 164.34	\$ 493.01
Trash Handling Dumpster, 2 Yard w/Rigging	\$ 70.89	\$ 212.67	\$ 638.00
Trash Handling Dumpster, 2 Yard w/Rigging	\$ 70.89	\$ 212.67	\$ 638.00
Two Wheel Dolly, Steel, Pneumatic Tires	\$ 5.15	\$ 15.47	\$ 46.40

GH PHIPPS CONSTRUCTION COMPANIES

EQUIPMENT RENTAL RATES

DESCRIPTION	DAILY	WEEKLY	MONTHLY
Stapler, Pneumatic	\$ 32.22	\$ 96.67	\$ 290.00
Stapler, Pneumatic	\$ 32.22	\$ 96.67	\$ 290.00
Stapler, Pneumatic	\$ 32.22	\$ 96.67	\$ 290.00
Stapler, Pneumatic	\$ 32.22	\$ 96.67	\$ 290.00
Nail Driver, Gas Actuated, Fully Automatic, Pin Magazine	\$ 28.22	\$ 84.68	\$ 254.05
Nail Driver, Powder Actuated, 6 Ft Extension Pole, 22 Caliber, Single Shot	\$ 22.55	\$ 67.67	\$ 203.01
Nail Driver, Powder Actuated, 22 Caliber, Fully Automatic, Pin Magazine	\$ 29.00	\$ 87.00	\$ 261.00
Nail Driver, Powder Actuated, 22 Caliber, Single Shot	\$ 22.55	\$ 67.67	\$ 203.01
Cord/Hose Protection Ramps, 36 In Long, Up to 1 1/4 In	\$ 2.45	\$ 7.35	\$ 22.04
Enclosure Panels, Kelly, 4 Ft x 12 Ft, Fiberglass	\$ 7.74	\$ 23.20	\$ 69.59
Protection, Door Jam Protectors, Plastic	\$ 0.51	\$ 1.55	\$ 4.64
Protection, Moving Blankets, 6 Ft x 7 Ft	\$ 0.65	\$ 1.94	\$ 5.81
Protection, Water Infiltration Kit	\$ 9.66	\$ 29.00	\$ 86.99
Pressure Washer, 1,000 PSI, 110 Volt Electric	\$ 88.29	\$ 264.87	\$ 794.60
Pressure Washer, 1,300 PSI, Hot Water	\$ 104.78	\$ 314.36	\$ 943.08
Pressure Washer, 2,300 PSI, Cold Water	\$ 88.29	\$ 264.87	\$ 794.60
Pressure Washer, 3,200 PSI, Cold Water	\$ 88.29	\$ 264.87	\$ 794.60
Pressure Washer, 3,300 PSI, Cold Water	\$ 88.29	\$ 264.87	\$ 794.60
Pressure Washer, 3,800 PSI, Cold Water, Gas Engine	\$ 106.34	\$ 319.00	\$ 957.00
Pressure Washer, 4,200 PSI, Cold Water	\$ 106.34	\$ 319.00	\$ 957.00
Pump, 2 In Centrifugal Trash, Gas Engine	\$ 72.57	\$ 217.70	\$ 653.08
Pump, 2 In Submersible, 110 Volt Electric, 1HP	\$ 64.45	\$ 193.34	\$ 580.00
Pump, 2 In Submersible, 110 Volt Electric, 1HP	\$ 64.45	\$ 193.34	\$ 580.00
Pump, 2 In Submersible, 110 Volt Electric, 1HP	\$ 64.45	\$ 193.34	\$ 580.00
Pump, 2 In Submersible, 110 Volt Electric, 1HP	\$ 70.89	\$ 212.67	\$ 638.00
Pump, 3 In Submersible Trash, 110 Volt Electric, 1HP	\$ 101.57	\$ 304.70	\$ 914.08
Pump, 3 In Submersible Trash, 110 Volt Electric, 1HP	\$ 101.57	\$ 304.70	\$ 914.08
Pump, 3 In Submersible, 110 Volt Electric, 1HP	\$ 101.57	\$ 304.70	\$ 914.08
Pump, 3/4 In Submersible, 110 Volt Electric, 1/6 HP	\$ 4.64	\$ 11.60	\$ 29.00
Pump, 4 In Centrifugal Trash, Gas Engine	\$ 124.90	\$ 374.68	\$ 1,124.05
Pump, 4 In Centrifugal Trash, Gas Engine	\$ 124.90	\$ 374.68	\$ 1,124.05
Shoring, Post Shores, 7 Ft to 12 Ft, Red Painted Posts	\$ 1.29	\$ 3.87	\$ 11.60
Shoring, Post Shores, 10 Ft to 18 Ft, Galvanized Posts	\$ 2.58	\$ 7.74	\$ 23.19
Tilt up HD Long Pipe Braces, 22 Ft 6 In to 39 Ft Maximum	\$ 3.10	\$ 9.28	\$ 27.85
Tilt up HD Pipe Braces, 14 Ft 6 In to 23 Ft 6 In Maximum	\$ 2.58	\$ 7.74	\$ 23.19
Erosion Control, Containment Pallet, 65 Gallon Capacity	\$ 10.44	\$ 31.32	\$ 93.95
Erosion Control, Silt Sifter Tube, 4 Ft Long	\$ 2.32	\$ 6.96	\$ 20.87
Erosion Control, Silt Sifter Tube, 8 Ft Long	\$ 3.35	\$ 10.06	\$ 30.17
Barricade, Plastic, Water Fill, 8 Ft Long	\$ 7.09	\$ 21.27	\$ 63.80
Barricade, Reinforced Concrete, 10 Ft Long	\$ 5.67	\$ 17.02	\$ 51.04
Delineator Posts, 42 In Plastic, 12# Rubber Base, Orange	\$ 1.81	\$ 5.42	\$ 16.23
Road Plate Sling, Single Leg, Eye Bolt	\$ 3.22	\$ 9.67	\$ 29.00
Road Plates, 1 In Thick, 5 Ft Long, 8 Ft Wide	\$ 35.45	\$ 106.34	\$ 319.00
Rumble Plates 1 In Thick, Angle Iron, 8 Ft Long, 10 Ft Wide	\$ 32.22	\$ 96.67	\$ 290.00
Weight, Concrete, General Purpose, 137#	\$ 0.78	\$ 2.32	\$ 6.96
Storage Gang Box (Stocked for Concrete Services), Lockable, Casters	\$ 186.89	\$ 560.67	\$ 1,682.01
Storage Container, 8 Ft Wide, 10 Ft Long, Single Doors	\$ 14.18	\$ 42.54	\$ 127.61
Storage Container, 8 Ft Wide, 20 Ft Long, Double Doors	\$ 15.46	\$ 46.40	\$ 139.20
Storage Field Station, Portable, Lockable, Casters	\$ 22.55	\$ 67.67	\$ 203.01

GH PHIPPS CONSTRUCTION COMPANIES

EQUIPMENT RENTAL RATES

DESCRIPTION	DAILY	WEEKLY	MONTHLY
Storage Flammable Cabinet, Yellow, 3 Shelves	\$ 12.76	\$ 38.28	\$ 114.84
Storage Gang Box (Empty), Lockable, Casters	\$ 5.80	\$ 17.40	\$ 52.21
Storage Gang Box (Stocked for Carpenter), Lockable, Casters	\$ 32.21	\$ 96.67	\$ 290.00
Storage Gang Box, Cabinet Style, Lockable, Casters	\$ 22.55	\$ 67.67	\$ 203.01
Storage Gang Box, Lockable, Casters	\$ 5.80	\$ 17.40	\$ 52.21
Storage Gang Box, Lockable, Casters	\$ 5.80	\$ 17.40	\$ 52.21
Storage Hospital Gang Box, Lockable, Casters	\$ 93.45	\$ 280.34	\$ 841.00
Storage IT Data Station, Portable, Lockable, Casters	\$ 53.49	\$ 160.47	\$ 481.39
Storage, Portable Guard Shack, On Skid	\$ 18.69	\$ 56.07	\$ 168.20
Trailer, ATV Material Hauler, 2.5 Ft x 5 Ft, 1,600# Capacity	\$ 13.53	\$ 40.60	\$ 121.76
Trailer, Box, 6 Ft x 10 Ft, Vehicle Hauler	\$ 54.78	\$ 164.34	\$ 493.01
Trailer, Box, 7 Ft x 15 Ft, Vehicle Hauler	\$ 65.09	\$ 195.27	\$ 585.81
Trailer, Dump, 5 Ft x 10 Ft, Material Hauler	\$ 72.57	\$ 217.70	\$ 653.08
Trailer, Office, 7 Ft x 16 Ft, AC Power	\$ 35.45	\$ 106.34	\$ 319.00
Trailer, Office, 8 Ft x 20 Ft, Furnished	\$ 52.20	\$ 156.60	\$ 469.80
Trailer, Office, 8 Ft x 24 Ft, Furnished	\$ 52.20	\$ 156.60	\$ 469.80
Trailer, Office, 8.5 Ft x 18 Ft, AC Power	\$ 52.20	\$ 156.60	\$ 469.80
Trailer, Office, 10 Ft x 44 Ft, Furnished	\$ 67.66	\$ 203.00	\$ 609.00
Trailer, Office, 12 Ft x 44 Ft, Furnished	\$ 67.66	\$ 203.00	\$ 609.00
Trailer, Office, 12 Ft x 54 Ft, Furnished	\$ 80.55	\$ 241.67	\$ 724.99
Trailer, Office, 12 Ft x 56 Ft, Furnished	\$ 80.55	\$ 241.67	\$ 724.99
Trailer, Office, 12 Ft x 60 Ft, Furnished	\$ 80.55	\$ 241.67	\$ 724.99
Trailer, Utility, 5 Ft x 10 Ft, Equipment Hauler	\$ 36.22	\$ 108.66	\$ 325.96
Trailer, Utility, 8 Ft x 12 Ft, Equipment Hauler	\$ 56.46	\$ 169.36	\$ 508.07
Trailer, Utility, 8 Ft x 18 Ft, Equipment Hauler	\$ 56.46	\$ 169.36	\$ 508.07
Trailer, Water, 500 Gallon	\$ 93.45	\$ 280.34	\$ 841.00
Fuel Tank and Pump	\$ 7.09	\$ 21.27	\$ 63.80
Delivery Truck, 1 1/2 Ton, Stake Bed, Gas, Liftgate	\$ 212.66	\$ 638.00	\$ 1,913.99
Delivery Truck, 1 Ton, 16 Ft Stake Bed, 4wd, Gas, Liftgate	\$ 212.66	\$ 638.00	\$ 1,913.99
Delivery Truck, 2 Ton, Roll back Bed, 2wd, Diesel	\$ 354.45	\$ 1,063.34	\$ 3,189.99
Delivery Truck, 2 Ton, Stakebed, 2wd, Diesel	\$ 470.45	\$ 1,411.34	\$ 4,234.00
Service Truck, 1 Ton, Utility Service Body, 4wd, Gas	\$ 238.45	\$ 715.34	\$ 2,146.00
Personnel Mover, 2WD, Gas Engine, 2 Passenger	\$ 93.45	\$ 135.34	\$ 405.99
Personnel Mover, 4WD, Gas Engine, 2 Passenger	\$ 83.78	\$ 251.34	\$ 753.99
Personnel Mover, 4WD, Gas Engine, 4 Passenger - Textron	\$ 157.89	\$ 473.67	\$ 1,421.01
Personnel Mover, 4WD, Gas Engine, 6 Passenger - CanAm	\$ 186.89	\$ 560.67	\$ 1,682.01
Truck, Compact, 4wd, Ext Cab, Gas	\$ 186.89	\$ 560.67	\$ 1,682.01
Truck, 1/2 Ton, Crew Cab, 4wd, Gas	\$ 199.78	\$ 599.34	\$ 1,798.00
Truck, 1/2 Ton, Ext Cab, 4wd, Gas	\$ 199.78	\$ 599.34	\$ 1,798.00
Truck, 1/2 Ton, Single Cab, 4wd, Gas	\$ 193.34	\$ 580.00	\$ 1,740.01
Truck, 3/4 Ton, 4wd, Gas	\$ 199.78	\$ 599.34	\$ 1,798.00
Truck, 3/4 Ton, Crew Cab, 4wd, Gas	\$ 212.66	\$ 638.00	\$ 1,913.99
Truck, 1 Ton, 4wd, Gas	\$ 212.66	\$ 638.00	\$ 1,913.99
Truck Insert, Utility Box, 8 Ft Bed, Open Top, Racks	\$ 38.66	\$ 116.00	\$ 348.00
Truck, Water, 2000 Gal, 2wd, Diesel	\$ 470.45	\$ 1,411.34	\$ 4,234.00
Van, 3/4 Ton, Cargo, 2wd, Gas	\$ 161.11	\$ 483.34	\$ 1,450.00
Van, 12 to 15 Passenger, 2wd, Gas	\$ 238.45	\$ 715.34	\$ 2,146.00
Van, Compact, Cargo, 2wd, Gas	\$ 161.11	\$ 483.34	\$ 1,450.00
Sweeper, Sidecast Broom Wear Charge	\$ 40.34	\$ 121.03	\$ 363.08
Sweeper, Sidecast, Gas Powered, Ride On, 6 ft.	\$ 201.46	\$ 604.36	\$ 1,813.09
Sweeper, Sidecast, Gas Powered, Ride On, 6 ft.	\$ 282.01	\$ 846.03	\$ 2,538.08
Vacuum, Canister, 20 Volt Cordless, Hepa Filter	\$ 11.60	\$ 34.80	\$ 104.40
Vacuum, Canister, Hepa Filter, Hose, Wand	\$ 7.09	\$ 21.27	\$ 63.82
Vacuum, Canister, Hepa Filter, Hose, Wand	\$ 11.60	\$ 34.80	\$ 104.40

GH PHIPPS CONSTRUCTION COMPANIES

EQUIPMENT RENTAL RATES

DESCRIPTION	DAILY	WEEKLY	MONTHLY
Vacuum, Canister, Hepa Filter, Hose, Wand	\$ 7.09	\$ 21.27	\$ 63.80
Vacuum, Robotic, 36 Volt Cordless, Hepa Filter	\$ 23.20	\$ 69.60	\$ 208.79
Vacuum, Shoulder Case, Hepa Filter, Hose	\$ 4.64	\$ 13.92	\$ 41.76
Plasma Cutter, 110 Volt Electric. 1/4 In to 5/8 In	\$ 52.33	\$ 156.99	\$ 470.97
Tank, Acetylene, 100CF	\$ 1.03	\$ 3.10	\$ 9.28
Tank, Oxygen, 125 251CF	\$ 1.03	\$ 3.10	\$ 9.28
Torch Cart, Oxygen/Acetylene, Flyable, Divided	\$ 7.09	\$ 21.27	\$ 63.80
Torch Nozzle, Hoses & Gauges Kit	\$ 22.04	\$ 58.00	\$ 174.01
Welder, 135 Amp, 110 Volt Electric, Wire Feed	\$ 40.34	\$ 121.03	\$ 363.08
Welder, 140 Amp, 110 Volt Electric, Wire Feed	\$ 40.34	\$ 121.03	\$ 363.08
Welder, 200 Amp, Gasoline Engine, Trailer Mounted	\$ 60.45	\$ 181.35	\$ 544.05
Welder, 225 Amp, 110 Volt Electric, Wire Feed	\$ 48.34	\$ 145.00	\$ 434.99
Welder, 250 Amp, Diesel Engine, Trailer Mounted	\$ 68.44	\$ 205.32	\$ 615.96

Note: All rates are good until March 1, 2026.

Exhibit N

Billing Rates for Staffing and Salaried Schedule

PRIME TEAM MEMBERS

Prime: GH Phipps Construction Companies

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

Title/Classification	Responsibilities	Rate/Hr.
Senior Project Manager		\$165.63
Project Manager	Project oversight, client interface, financials	\$105.52
Asst. Project Manager		\$91.95
General Superintendent		\$171.07
Senior Superintendent		\$152.69
Superintendent	Manages subcontractors, schedule, oversees quality	\$116.80
Safety		\$107.67
Project Engineer	Submittals, QC, manages changes	\$71.51
Project Coordinator	Subcontractor insurance, subcontracts, sub compliance, minutes	\$59.45
MEP Coordinator	Oversees mechanical & electrical submittals and installation	\$115.67
Scheduler	Scheduling / phasing coordination & updates	\$115.67
Field Engineer	Subcontractor coordination	\$80.31
Carpenter General Foreman		\$87.12
Carpenter Foreman		\$80.31
Carpenter		\$70.73
Laborer Foreman		\$53.48
Laborer		\$45.79

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

Note: All hourly rates above are good until July 1, 2026

REIMBURSABLE EXPENSES

Prime: GH Phipps Construction Companies

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>.07</u> / each
Copies (8 1/2 x 14")	\$ <u>.16</u> / each
Red-line copies	\$ <u>.67</u> / S.F.
Reproducibles	\$ <u>5.85</u> / page

Exhibit O
Contractor's GMP Proposal



April 4, 2023

GH Phipps
Construction
Companies

Mr. Curt Winn / Mr. Danny Rowley
Senior Project Manager / Project Manager
City & County of Denver
Department of Transportation & Infrastructure | IPM - Infrastructure

Re: City and County of Denver
Welling Webb Building – Workplace Consolidation
GH Phipps Job #23.0025

Dear Curt / Danny:

We are pleased to submit our 100% Design Development pricing to complete the Welling Webb Building – Workplace Consolidation Renovation project per the 100% Design Development Documents dated February 3, 2023 as prepared by studiotrope design collective and including revisions per studiotrope design collective. Attached please find a copy of our guaranteed maximum price, qualifications, and clarifications for your further review.

We are requesting the overall GMP in the total of \$78,302,364 as follows:

DD GMP Dated 4/4/23 -	<u>\$78,302,364</u>
GMP Total -	\$78,302,364

With a Maximum GH Phipps contract amount of \$92,302,364.

Again, thank you for the opportunity to work with you on this project. We look forward to working with you towards the project's successful completion. If you have any questions or require additional information, please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kevin Mahoney', with a stylized flourish extending to the right.

Kevin Mahoney
Vice President

cc: Mark Hawk, GH Phipps
Adam Tormohlen, GH Phipps



Qualifications and Clarifications
Welling Webb Building – Workplace Consolidation
April 4, 2023

Inclusions

1. The following items are included in our proposal:
 - a. Permit, plan review fees.
 - b. City and County of Denver sales tax.
 - c. Payment and Performance Bond.
 - d. Cost Premiums for prevailing labor wage rates (Davis-Bacon) or certified payroll.
 - e. Cost Premiums for 21% MWBE goal.

Exclusions

1. The following fees are not included in our proposal:
 - a. Affordable housing fees.
 - b. State of Colorado, RTD and Scientific and Cultural Facilities District sales taxes.
 - c. Utility development/tap fees.
 - d. Architectural and engineering fees.
 - e. Third party consultant fees.
 - f. Testing services, including 3rd party.
 - g. Peer review fees.
 - h. Excise taxes.
 - i. Commissioning services - Independent.
2. The following costs are not included in this estimate:
 - a. Asbestos abatement or removal of any other hazardous materials above and beyond what is included below.
 - b. Costs associated with moving or relocations of people or equipment.
 - c. Cost of ROCIP Insurance.
 - d. Furniture, fixtures, cubicles, demountable walls, artwork and equipment.
 - e. Costs associated with LEED requirements.
 - f. Premium for dedicated Fire Watch, assuming onsite 24-hour security can act as Fire Watch.
 - g. Temporary gas, electrical and water consumption costs during construction.
 - h. Costs for upgrading the existing construction to meet current code.
 - i. Costs for repairing existing conditions not shown in documents.
 - j. Costs for Right of Way shutdown and/or Meter Bagging Fees.
 - k. Costs associated with plan review, design review comments.
 - l. Costs for temporary heating and/or cooling during construction.



Project Scope/Qualifications and Clarifications:

Allowances INCLUDED in the Base Bid:

1) After Hours Work/Shutdowns	\$275,000
2) Patch Existing Spray on Fireproofing	\$550,000
3) Upgrade Existing Drywall Partitions to Meet Current Code	\$184,000
4) Patch Existing Drywall Partitions to Remain	\$960,000
5) Repair/Replace Existing Acoustical Ceiling Tile	\$1,175,000
6) Floor Leveling/Repair of Existing Concrete	\$2,175,000
7) Relocate Existing FP, M, P, E and LV Work as Required for New Work	\$495,000
8) Cleaning of Existing Ductwork	\$495,000
9) Replacement of Existing Light Fixtures	\$550,000
10) Re support of Existing Electrical and Low Voltage Work	\$220,000
11) Repair of Existing Pavers	\$50,000

Alternate <DEDUCT> or ADD ROM Allowances NOT INCLUDED in the Base Bid:

1) Alternate #1 – New AV HW for Conference Rooms	REMOVED
2) Alternate #2 – New LED Lighting and Controls for Offices	REMOVED
3) Alternate #3 – Breakrooms (Levels 1-12)	\$1,650,000
1. Including Millwork, Resilient Flooring, Acoustical Ceilings, Paint Wall Finishes, Ceramic Tile at Backsplashes only, New Full-Size Refrigerator and Undercounter Refrigerator, Minor Redistribution of Existing HVAC, New Sinks, New Lighting. Excludes – Major Mechanical and Electrical Equipment.	
2. Work included at existing Break Rooms including, Large Break Room on 4 th Floor Room #4K1 and smaller rooms surrounding Stair 4KS.	
4) Alternate #4 – Restrooms (Levels 1-12)	\$6,890,831
1. Including Vanities, Ceramic Tile Flooring, Drywall Ceilings, Ceramic Tile Full Height at Wet Walls, Paint Wall Finishes, New Toilet Partitions and Accessories, New Full-Size Refrigerator and Undercounter Refrigerator, Minor Redistribution of Existing HVAC, New Sinks, Toilet and Urinals, New Lighting. Excludes – Major Mechanical and Electrical Equipment.	
2. Work included at existing restrooms with more than 1 Toilet, including Level 1 restrooms Room #s 1062, 1063, 1063A, two smaller restrooms on 2 nd floor Room #s 2HW, 2HM, 2GM and 2GW, two smaller restrooms on 3 rd floor Room #s 3HM, 3HW, 3GM and 3GW, and both sets of restrooms on 4 th floor Room #s 4HM, 4HW, 4GM and 4GW.	



- | | |
|--|-------------|
| 5) Alternate #5 – Gym | REMOVED |
| a. Locker Rooms – 1,602 SF | |
| 1. Including New Ceramic Flooring, Drywall Ceilings, Lockers, Ceramic Wall Finishes, Toilet Partitions, Plumbing Fixtures, Lighting. Excludes – Major Mechanical and Electrical Equipment. | |
| b. Gym – 5,564 SF | |
| 1. Including New Rubber Flooring, Wood Flooring, Acoustical Ceilings, Paint Wall Finishes, Wall Mirrors, Lighting. Excludes – Major Mechanical and Electrical Equipment. | |
| 6) Alternate #6a – First Floor Staff Area Upgrades – 1,840 SF Space | REMOVED |
| 1. Including Resilient Flooring, Acoustical Ceilings, Paint Wall Finishes, Redistribute HVAC, New Lighting. Excludes – Major Mechanical and Electrical Equipment. | |
| 7) Alternate #6b - First Floor Staff Area Upgrades – 1,387 SF Space | REMOVED |
| 1. Including Tile Flooring, Acoustical Ceilings, Paint Wall Finishes, Redistribute HVAC, New Plumbing Fixtures, New Lighting. Excludes – Major Mechanical and Electrical Equipment. | |
| 8) Alternate #7 – Modernization of 11 Elevators
(143 Week Construction Duration per Kone proposal dated 02/03/23; excluding Cab Finishes and Traction Elevators at Garage) | \$5,900,000 |
| 9) Alternate #8a – Deduct Demo, Reuse Existing L02 Service Counter (2H5) | REMOVED |
| 10) Alternate #8b – Build New L02 Service Counter (2H5) | \$110,000 |
| 11) Alternate #9 – Replace Backbone Fiber and Copper | \$8,500,000 |
| a. Backbone – | |
| 1. Includes providing 12 strand cable to every IDF Room with 6 each network ports per Closet, replacing existing OM1 with new PM4 or Single Mode; assuming existing conduit and infrastructure can remain. | |
| b. Conference Rooms – | |
| 1. Includes providing new tie cable from floor box to display and a Transmit/Receive Device to TV Display locations in all Conference Rooms within our scope of work. | |
| 12) Alternate #10 – Add Access Control to all IDF Rooms | \$250,000 |
| a. Includes 1 camera cable to each IDF. | |
| b. Security camera work to be by owner’s vendor | |
| 13) Alternate #11 – Unit Price to F&I ADA Operator - \$10,000/EA (x15 locations) | \$150,000 |
| 14) Alternate #12 – Unit Price to Provide CAT 6 Cabling to Security Camera
Provided by Others (117 locations) | \$70,000 |



- 15) Alternate #13 – Deduct Furnish and Install of Glass Markerboard
if Provided by Others <\$229,000>
- 16) Alternate #14 – Provide 30 Day Metering of Existing Electrical Panels Associated with our
Work Only \$60,000

Division 1

1. We have assumed the Floors we are working on will remain largely closed during construction.
2. We have assumed we are able to build multiple floors concurrently per phase, per our Phasing Plan dated 2/3/23.
3. We have included Rough Order of Magnitude pricing only for alternates listed above; as no design documents have been provided. Once design documents are provided; pricing is subject to change.
4. We are assuming the alternates are built concurrent with the base bid construction duration; with exception of the Elevator Modernization.
5. We are assuming we can load the building utilizing a material hoist in addition to use of the existing freight elevator.
6. We have included minimal phasing of construction of the Level 2 Construction Permits Counter and Level 3 Inspections only. We are assuming all other departments are either able to temporarily relocate or continue to work somewhere else inside the building.
7. We have included General Conditions and Execution Requirements assuming an overall duration of 24 months. If future bid packages extend the overall construction duration, there will be additional Costs accordingly.
8. We have included general clean of construction debris during our construction duration. We have not included clean of debris left by public in and/or around our construction area.
9. We have included coordinating with Owner Vendors with our proposed staff during construction, if any additional services are required, ie: unloading, distributing, site verification, etc. additional costs may be required.
10. We have included final clean of our new construction area only.
11. We have included warranty durations starting with completion of work/turnover to Owner for work packages in different areas in the building and not based on the overall project substantial completion. We are assuming a substantial completion will be granted after completion of each phase and a warranty period will begin at date of substantial completion for each phase.
12. We have not included covered walkways for public access to areas on floors under construction, assuming it will not be needed.
13. We have not included any pricing to upgrade the Concessions area at Main Entry (Coffee Shop).
14. We have not included providing a complete existing building survey.



Division 2

1. We have included recycling materials to the greatest extent possible. Additional measures that may be required by Waste No More Program may not be accounted for until a full program is available for our review.
2. We have included recycling for all metal, concrete, and cardboard.
3. We have included recycling for all carpet tiles to be removed.
4. We have included recycling of all ceiling tiles to be removed.
5. We have not included recycling of any millwork or counters to be removed.
6. We have not included demolition of any structural items (columns, beams, structural floors, stairs, shear walls, etc).
7. We have not included demolition for the 8th level area where future water testing will be located beyond flooring, some ceiling, and similar demo to other areas on this floor. Millwork, plumbing, mechanical or electrical demo has not been included.

Division 3

1. We have included an allowance above for repair of floor cracking and leveling of existing concrete floor. This includes providing up to +/-1” average Maxxon Gyp-Crete HP at 1.4mix (between 3000-4000 psi) installed over existing concrete on levels 1-11.
2. We have not included any concrete floor opening infills as shown on detail 5/S300 as we have not located any applicable areas. All other small openings to be filled with CorPlug as specified in plans.
3. We have not included any moisture mitigation of existing concrete slabs.

Division 4:

1. We have not included any stone/masonry work.

Division 5:

1. We have not included any steel angles for floor opening infills as shown on detail 5/S300 as we have not located any applicable areas. All other small openings to be filled with CorPlug as specified in plans.
2. We have not included any misc steel support for Owner Vendor work. Per Meeting dated 2/14/23, it was stated that nothing is required.

Division 6

1. We have included a knee wall with PL-03 cladding at all kitchenette islands, as well as SSM-02 surface on the top and “waterfalling” down the ends.



2. We have not included Accuride No. 4032 150-pound capacity drawer slides due to their much higher cost. We have included 100-pound drawer slides instead. If 150-pound slides are required this would add \$35 per drawer to this proposal.
3. We have not included any FSC Certified wood products.
4. Sheet A-550 references sheets A-511 and A-520. These sheets were not provided in the Design Documents dated 02-03-2023.
5. We have not included any additional in wall blocking for Owner Vendor work. Per Meeting dated 2/14/23, it was stated that nothing is required.

Division 7

1. We have included an allowance above for patch of existing spray on fireproofing.
2. We have excluded repairs and/or replacement of existing exterior metal wall panels.

Division 8

1. We have included wood doors to be manufactured by Marshfield, PSC (plain sliced cherry), with PC-5 construction, pre-finished and tinted in attempt to match existing doors.
2. We have included door hardware as Sargent Assa Abloy, 8200 series, L Lever design.
3. We have included locksets on all office and storage rooms doors in scope, and privacy locks with occupancy indicators on wellness rooms. All other hardware sets will not have locks.
4. We have included providing construction cores (to be keyed by facilities at completion) at all new doors including doors in demountable partitions.
5. We have not included any automatic door openers. See add alternate unit price allowance above to furnish and install a single ADA Operator including power; card reader access not included.
6. We have included removal and reinstallation of existing spandrel panels on the exterior of the building as required for utilizing our Material Hoist only.
7. We have not included modifications/repairs to existing doors.
8. We have not included repair/replacement of existing curtainwall system if damaged during removal/reinstallation.
9. We have not included any new storefront entrances at interior or exterior openings.
10. We have not included repair or replacement of existing doors and frames to remain.
11. We have not included bullet resistant glazing at the 1st level service counter. If this is required, it would add \$105,000 to this proposal. If an alternate product to utilize 2 layers of clear tempered glass with an interlayer that keeps them together in event of crack or impact; add \$12,000.



Division 9

1. We have included removing, storing and reinstalling existing acoustical ceiling tile per contract documents. We have included 20% material allowance for replacement as specified. We have assumed material to be flat USG 2x4 tile #22325.
2. We have included an allowance above to provide new acoustical ceiling tile material if we are not able to salvage existing material.
3. We have included wall panels WP01 through WP05 as tackable acoustic panels.
4. We have included a \$30/SY material allowance for the two Shaw carpet types: CPT-05 & CPT-06.
5. We have included all paint as Sherwin Williams Promar 200 Zero VOC with color match to listed colors.
6. We have not included partition type F1 and as we could not locate it in plans.
7. We have not included any fire rated partitions as none were specified in the plans.
8. We have not included refurbishing/repair of existing stone tile flooring to remain.

Division 10

1. We have included pricing for Hardin Standard Series Panels & Doors (Phenolic) for the Bathroom Alternate Partitions.
2. We have included Bobrick bathroom accessories for the Bathroom Alternate accessories.
3. We have included a material allowance of \$15/SF for WP-12 (Freight Wall Protection) until final color and texture are selected.
4. We have included GE 21.9 Cu Ft. Top-Freezer Refrigerator in stainless steel where full sized refrigerators are specified.
5. We have included Summit AL57G, ADA compliant, stainless steel, where under counter refrigerators where specified.
6. We have not included signage mounted to furniture systems (cubicles, demountable partitions, etc.)
7. We have not included any microwaves, toasters, coffee makers, water filters, or water coolers.
8. We have not included any Accordion Folding Partitions. Specification section exists but none were located or called out in the plans.

Division 12

1. We have included window treatments to be 2" Horizontal blinds to match existing. New Window Treatments included at new offices within scope of work only. Assumed to be located at hollow metal frame types 2 and 3 totaling 38 locations.
2. We have included opaque vinyl window film for 50% coverage of the glass in demountable partitions.



3. We have not included removal, storage and salvage of existing wall mounted items including art though stated to be included by Contractor in Addendum #3, it was agreed upon that this is to be completed by the City Departments.
4. We have not included providing or installing furniture – ie: cubicles, demountable partitions, work desks, file cabinets, etc.

Division 14

1. We have not included any costs associated with elevators.

Division 21

1. We have included a budget to turn up and turn down sprinkler heads in additional ceiling areas beyond those shown for demo which are assumed to be removed to support the work. We have only included budget for turning up and turning down heads and have not included budget for extending temporary sprinkler coverage to any adjacent ceiling spaces.
2. We have included adding/relocating fire sprinkler heads as required for new proposed layout.
3. We have not included dry systems or preaction systems.
4. We have not included a fire pump.
5. We have not included any work associated with new risers.
6. We have not included adding new or relocating any existing hose valves or hose cabinets.
7. We have not included raising or alteration of existing sprinkler lines to accommodate new work.

Division 22

1. We have included a budget of \$24,000 for plumbing/piping modifications related to level 8 Water Testing Lab.

Division 23

1. Mechanical pricing was determined by using level 2 specific keynotes as an example and making our best assessment as to how those would apply to work shown on other levels.
2. We have included \$5,000 for relocating existing Post Building fume hood to the level 8 Water Testing Lab.
3. We have included a budget to remove and reinstall grilles and diffusers in additional ceiling areas beyond those shown for demo which are assumed to be removed to support the work.
4. We have included test and balance for our new scope of work only.
5. We have included temperature controls by Setpoint.
6. We have not included pricing for moving or adjusting existing mechanical systems unless specifically indicated in the documents.



Division 26

1. We have included removal, cleaning, relamping, and reinstallation of light fixtures only in ceiling areas indicated for demolition and where lights are not indicated for demolition.
2. We are assuming demountable partitions and powered workspace furniture will be supplied with a whip for connection by electrician.
3. We have included Fire Alarm budgeting as completed by Integrity Fire Safety Services (current vendor onsite).
4. We have included CAT 6 telecom horizontal cable. No fiber optic cable is included in pricing.
5. We have provided access control compatible with existing Software House, CCcure 9000, system as described in the documents.
6. We have provided CAT 6A cable to WAP shown in the documents.
7. We have assumed all cabling will route to the nearest IDF room and terminate on patch panel on existing rack.
8. This pricing is for horizontal cabling only and does not include any backbone cabling.
9. We have not included pricing for AV equipment or security cameras (none indicated in documents).
10. We have included a per floor budget of \$6,000 for adjustments to the existing white noise system if required.
11. We have included a budget of \$25,000 for the level 1 service counter speech transfer system.
12. We have included a budget to remove and reinstall light fixtures, fire alarm fixtures, and security cameras in additional ceiling areas beyond those shown for demo which are assumed to be removed to support the work.
13. We have not included any work inside the IDF/Servers Rooms; assuming we are terminating cabling into existing patch panels.
14. We have not included providing a new Distributed Antenna System.
15. We have not included providing a Building Wide Paging System.
16. We have not included testing of the complete electrical one-line, coordinated power systems analysis, Metering and Relabeling of equipment.
17. We have not included electrical systems commissioning.
18. We have not included providing structural supports for AV Equipment per T-003 as no new AV Systems are shown.



Division 31

1. We have included providing and maintaining stormwater management best management practices during construction.
2. We have not included a Stormwater State permit for Stormwater Management assuming it will not be required.

Division 32

1. We have not included any repair/replacement of the existing landscaping and irrigation systems.

**SUMMARY**

April 4, 2023

Wellington Webb Building

Workplace Consolidation

Project #23.0025

**DD Guaranteed
Maximum Price****Remarks**

Description:		Total	Remarks
General Conditions	1 LS	2,897,273	
Execution Requirements	1 LS	1,927,689	
Level 01	26,160 SF	4,100,833	
Level 02	59,150 SF	5,759,679	
Level 03	49,750 SF	4,774,910	
Level 04	37,190 SF	3,757,012	
Level 05	42,190 SF	4,079,763	
Level 06	44,740 SF	4,344,352	
Level 07	36,920 SF	3,574,095	
Level 08	38,370 SF	4,268,189	
Level 09	34,670 SF	3,920,508	
Level 10	34,670 SF	3,522,174	
Level 11	23,185 SF	2,638,764	
Subtotal Direct Costs		\$ 49,565,242	
Building Permit	0.65%	322,174	
Plan Check Fee	50.00%	161,087	
Fire Department/Misc			
Permits	0.15%	74,348	
Use Tax	0.00%	-	N/A
		\$ 50,122,851	
Liability Insurance	0.85%	42,080	Included to \$50 million Per Cost Proposal
Builders Risk Insurance	0.13%	6,520	Included to \$50 million Per Cost Proposal
Performance and			
Payment Bond	0.45%	22,277	Included to \$50 million Per Cost Proposal
		\$ 50,193,728	
Design Contingency	3.00%	1,505,812	
Estimating Contingency	3.00%	1,505,812	
Bidding Contingency	1.09%	549,549	1% on Total
Construction Contingency	2.19%	1,099,098	2% on Total
		\$ 54,853,998	
Construction Fee		96,535	Included to \$50 million Per Cost Proposal
Subtotal		\$ 54,950,533	
Accepted Alternates		23,351,831	Alternate #s 3, 4, 7, 8b, and 9-14 per Proposal
DD Guaranteed Maximum Price		\$ 78,302,364	
Owner Contingency		14,000,000	
Max Total Contract Amount		\$ 92,302,364	
	SF	426,996	
	Cost per SF	216.17	



April 4, 2023

GH Phipps Construction Companies
5995 Greenwood Plaza Blvd., Suite 100
Greenwood Village, CO 80111-4710
303.571.5377 PHONE
303.629.7467 FAX
www.GHPhipps.com

Mr. Curt Winn / Mr. Danny Rowley
Senior Project Manager / Project Manager
City & County of Denver
Department of Transportation & Infrastructure | IPM - Infrastructure

Re: City and County of Denver
Welling Webb Building – Workplace Consolidation
GH Phipps Job #23.0025

Dear Curt / Danny:

Please see our summary below of alternates accepted for the Welling Webb Building – Workplace Consolidation Renovation project per our Proposal dated April 4, 2023.

- | | |
|--|-------------|
| 1) Alternate #1 – New AV HW for Conference Rooms | REMOVED |
| 2) Alternate #2 – New LED Lighting and Controls for Offices | REMOVED |
| 3) Alternate #3 – Breakrooms (Levels 1-12) | \$1,650,000 |
| 1. Including Millwork, Resilient Flooring, Acoustical Ceilings, Paint Wall Finishes, Ceramic Tile at Backsplashes only, New Full-Size Refrigerator and Undercounter Refrigerator, Minor Redistribution of Existing HVAC, New Sinks, New Lighting. Excludes – Major Mechanical and Electrical Equipment. | |
| 2. Work included at existing Break Rooms including, Large Break Room on 4 th Floor Room #4K1 and smaller rooms surrounding Stair 4KS. | |
| 4) Alternate #4 – Restrooms (Levels 1-12) | \$6,890,831 |
| 1. Including Vanities, Ceramic Tile Flooring, Drywall Ceilings, Ceramic Tile Full Height at Wet Walls, Paint Wall Finishes, New Toilet Partitions and Accessories, New Full-Size Refrigerator and Undercounter Refrigerator, Minor Redistribution of Existing HVAC, New Sinks, Toilet and Urinals, New Lighting. Excludes – Major Mechanical and Electrical Equipment. | |
| 2. Work included at existing restrooms with more than 1 Toilet, including Level 1 restrooms Room #s 1062, 1063, 1063A, two smaller restrooms on 2 nd floor Room #s 2HW, 2HM, 2GM and 2GW, two smaller restrooms on 3 rd floor Room #s 3HM, 3HW, 3GM and 3GW, and both sets of restrooms on 4 th floor Room #s 4HM, 4HW, 4GM and 4GW. | |



Alternates Summary

Welling Webb Building – Workplace Consolidation

April 4, 2023

Page 2

- | | |
|--|-------------|
| 5) Alternate #5 – Gym | REMOVED |
| a. Locker Rooms – 1,602 SF | |
| 1. Including New Ceramic Flooring, Drywall Ceilings, Lockers, Ceramic Wall Finishes, Toilet Partitions, Plumbing Fixtures, Lighting. Excludes – Major Mechanical and Electrical Equipment. | |
| b. Gym – 5,564 SF | |
| 1. Including New Rubber Flooring, Wood Flooring, Acoustical Ceilings, Paint Wall Finishes, Wall Mirrors, Lighting. Excludes – Major Mechanical and Electrical Equipment. | |
| 6) Alternate #6a – First Floor Staff Area Upgrades – 1,840 SF Space | REMOVED |
| 1. Including Resilient Flooring, Acoustical Ceilings, Paint Wall Finishes, Redistribute HVAC, New Lighting. Excludes – Major Mechanical and Electrical Equipment. | |
| 7) Alternate #6b - First Floor Staff Area Upgrades – 1,387 SF Space | REMOVED |
| 1. Including Tile Flooring, Acoustical Ceilings, Paint Wall Finishes, Redistribute HVAC, New Plumbing Fixtures, New Lighting. Excludes – Major Mechanical and Electrical Equipment. | |
| 8) Alternate #7 – Modernization of 11 Elevators | \$5,900,000 |
| (143 Week Construction Duration per Kone proposal dated 02/03/23; excluding Cab Finishes and Traction Elevators at Garage) | |
| 9) Alternate #8a – Deduct Demo, Reuse Existing L02 Service Counter (2H5) | REMOVED |
| 10) Alternate #8b – Build New L02 Service Counter (2H5) | \$110,000 |
| 11) Alternate #9 – Replace Backbone Fiber and Copper | \$8,500,000 |
| a. Backbone – | |
| 1. Includes providing 12 strand cable to every IDF Room with 6 each network ports per Closet, replacing existing OM1 with new PM4 or Single Mode; assuming existing conduit and infrastructure can remain. | |
| b. Conference Rooms – | |
| 1. Includes providing new tie cable from floor box to display and a Transmit/Receive Device to TV Display locations in all Conference Rooms within our scope of work. | |
| 12) Alternate #10 – Add Access Control to all IDF Rooms | \$250,000 |
| a. Includes 1 camera cable to each IDF. | |
| b. Security camera work to be by owner’s vendor | |



Alternates Summary

Welling Webb Building – Workplace Consolidation

April 4, 2023

Page 3

13) Alternate #11 – Unit Price to F&I ADA Operator - \$10,000/EA (x15 locations)	\$150,000
14) Alternate #12 – Unit Price to Provide CAT 6 Cabling to Security Camera Provided by Others (117 locations)	\$70,000
15) Alternate #13 – Deduct Furnish and Install of Glass Markerboard if Provided by Others	<\$229,000>
16) Alternate #14 – Provide 30 Day Metering of Existing Electrical Panels Associated with our Work Only	<u>\$60,000</u>

TOTAL for Alternate #s 3, 4, 7, 8b, and 9 through 14 - **\$23,351,831**

Again, thank you for the opportunity to work with you on this project. We look forward to working with you towards the project’s successful completion. If you have any questions or require additional information, please contact me.

Sincerely,

Kevin Mahoney
Vice President

cc: Mark Hawk, GH Phipps
Adam Tormohlen, GH Phipps



April 4, 2023

GH Phipps Construction Companies
5995 Greenwood Plaza Blvd., Suite 100
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Mr. Curt Winn / Mr. Danny Rowley
Senior Project Manager / Project Manager
City & County of Denver
Department of Transportation & Infrastructure | IPM - Infrastructure

Re: City and County of Denver
Welling Webb Building – Workplace Consolidation
GH Phipps Job #23.0025

Dear Curt / Danny:

Work we are able to self-perform on the project includes, but is not limited to the following:

- General Clean/Dust Control
- Sorting of Recyclable Materials
- Selective Demolition
- Temporary Partitions/Protection
- Safety Requirements
- Blocking/Plywood
- Door, Frame and Hardware Unload, Distribute, Installation
- Exterior Window Temporary Opening Protection
- Access Door Installation and Blocking
- Material Management
- Framing and Drywall
- Floor Protection
- Painting Touchup
- Salvage of “Left Over” Equipment/Furniture
- Coordination with Owner Vendors
- Field Verification/Coordination
- Coordination with Owner Commissioning Agent
- Stormwater Maintenance
- Paver Protection
- Pedestrian/Traffic Control/Flagmen
- Hoist/Forklift Operator(s)



Self-Perform Letter

Welling Webb Building – Workplace Consolidation

April 4, 2023

Page 2

If there are any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kevin Mahoney". The signature is stylized with a large, sweeping "K" and a long, horizontal stroke that ends in a hook.

Kevin Mahoney
Vice President

cc: Mark Hawk, GH Phipps
Adam Tormohlen, GH Phipps



SUMMARY

April 4, 2023

Wellington Webb Building
Workplace Consolidation

Project #23.0025

**DD Guaranteed
Maximum Price**

Remarks

Description:		General Conditions and Execution Requirements	Level 01	Level 02	Level 03	Level 04	Level 05	
YEAR (for Escalation)		2.5	1	1	1	1	2.5	
General Conditions	1 LS	2,897,273						
Execution Requirements	1 LS	1,927,689						
Level 01	26,160 SF		4,100,833					
Level 02	59,150 SF			5,759,679				
Level 03	49,750 SF				4,774,910			
Level 04	37,190 SF					3,757,012		
Level 05	42,190 SF						4,079,763	
Subtotal Direct Costs		\$ 4,824,963	\$ 4,100,833	\$ 5,759,679	\$ 4,774,910	\$ 3,757,012	\$ 4,079,763	
Building Permit	0.65%	31,362	26,655	37,438	31,037	24,421	26,518	
Plan Check Fee	50.00%	15,681	13,328	18,719	15,518	12,210	13,259	
Fire Department/Misc Permits	0.15%	7,237	6,151	8,640	7,162	5,636	6,120	
Use Tax	0.00%	-	-	-	-	-	-	N/A
		\$ 4,879,243	\$ 4,146,968	\$ 5,824,476	\$ 4,828,628	\$ 3,799,278	\$ 4,125,660	
Liability Insurance	0.85%	2,567	2,861	6,690	4,124	3,240	3,493	Included to \$50 million Per Cost Proposal
Builders Risk Insurance	0.13%	398	443	1,037	639	502	541	Included to \$50 million Per Cost Proposal
Performance and Payment Bond	0.45%	1,359	1,515	3,542	2,183	1,715	1,849	Included to \$50 million Per Cost Proposal
		\$ 4,883,567	\$ 4,151,787	\$ 5,835,745	\$ 4,835,574	\$ 3,804,735	\$ 4,131,543	
Design Contingency	3.00%	146,507	124,554	175,072	145,067	114,142	123,946	
Estimating Contingency	3.00%	146,507	124,554	175,072	145,067	114,142	123,946	
Bidding Contingency	1.09%	53,468	45,456	63,893	52,943	41,656	45,234	1% on Total
Construction Contingency	2.19%	106,936	90,912	127,786	105,885	83,313	90,469	2% on Total
		\$ 5,336,985	\$ 4,537,263	\$ 6,377,569	\$ 5,284,536	\$ 4,157,989	\$ 4,515,139	
Construction Fee		6,564	6,564	14,673	9,460	7,433	8,012	Included to \$50 million Per Cost Proposal
		\$ 5,343,549	\$ 4,543,827	\$ 6,392,242	\$ 5,293,997	\$ 4,165,422	\$ 4,523,151	
Subtotal		\$ 5,343,549	\$ 4,543,827	\$ 6,392,242	\$ 5,293,997	\$ 4,165,422	\$ 4,523,151	
Accepted Alternates		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
DD Guaranteed Maximum Price	Total	\$ 5,343,549	\$ 4,543,827	\$ 6,392,242	\$ 5,293,997	\$ 4,165,422	\$ 4,523,151	
Owner Contingency								
Total Contract Amount		\$ 5,343,549	\$ 4,543,827	\$ 6,392,242	\$ 5,293,997	\$ 4,165,422	\$ 4,523,151	
	SF	1	26,160	59,150	49,750	37,190	42,190	
	Cost per SF	5,343,549	173.69	108.07	106.41	112.00	107.21	



SUMMARY

April 4, 2023

Wellington Webb Building
Workplace Consolidation

Project #23.0025

DD Guaranteed Maximum Price

Description:		Level 06	Level 07	Level 08	Level 09	Level 10	Level 11	Total	Remarks
YEAR (for Escalation)		2	2	2	1.5	1.5	1.5		
General Conditions	1 LS							2,897,273	
Execution Requirements	1 LS							1,927,689	
Level 01	26,160 SF							4,100,833	
Level 02	59,150 SF							5,759,679	
Level 03	49,750 SF							4,774,910	
Level 04	37,190 SF							3,757,012	
Level 05	42,190 SF							4,079,763	
Level 06	44,740 SF	4,344,352						4,344,352	
Level 07	36,920 SF		3,574,095					3,574,095	
Level 08	38,370 SF			4,268,189				4,268,189	
Level 09	34,670 SF				3,920,508			3,920,508	
Level 10	34,670 SF					3,522,174		3,522,174	
Level 11	23,185 SF						2,638,764	2,638,764	
Subtotal Direct Costs		\$ 4,344,352	\$ 3,574,095	\$ 4,268,189	\$ 3,920,508	\$ 3,522,174	\$ 2,638,764	\$ 49,565,242	
Building Permit	0.65%	28,238	23,232	27,743	25,483	22,894	17,152	322,174	
Plan Check Fee	50.00%	14,119	11,616	13,872	12,742	11,447	8,576	161,087	
Fire Department/Misc Permits	0.15%	6,517	5,361	6,402	5,881	5,283	3,958	74,348	
Use Tax	0.00%	-	-	-	-	-	-	-	N/A
Subtotal		\$ 4,393,226	\$ 3,614,304	\$ 4,316,206	\$ 3,964,613	\$ 3,561,799	\$ 2,668,450	\$ 50,122,851	
Liability Insurance	0.85%	3,745	3,072	3,661	3,366	3,030	2,230	42,080	Included to \$50 million Per Cost Proposal
Builders Risk Insurance	0.13%	580	476	567	522	469	346	6,520	Included to \$50 million Per Cost Proposal
Performance and Payment Bond	0.45%	1,983	1,626	1,938	1,782	1,604	1,181	22,277	Included to \$50 million Per Cost Proposal
Subtotal		\$ 4,399,534	\$ 3,619,478	\$ 4,322,372	\$ 3,970,284	\$ 3,566,902	\$ 2,672,207	\$ 50,193,728	
Design Contingency	3.00%	131,986	108,584	129,671	119,109	107,007	80,166	1,505,812	
Estimating Contingency	3.00%	131,986	108,584	129,671	119,109	107,007	80,166	1,505,812	
Bidding Contingency	1.09%	48,169	39,628	47,324	43,469	39,052	29,257	549,549	1% on Total
Construction Contingency	2.19%	96,337	79,256	94,647	86,938	78,105	58,514	1,099,098	2% on Total
Subtotal		\$ 4,808,012	\$ 3,955,530	\$ 4,723,686	\$ 4,338,907	\$ 3,898,073	\$ 2,920,309	\$ 54,853,998	
Construction Fee		8,592	7,047	8,399	7,723	6,951	5,116	96,535	Included to \$50 million Per Cost Proposal
Total		\$ 4,816,603	\$ 3,962,578	\$ 4,732,084	\$ 4,346,630	\$ 3,905,024	\$ 2,925,426	\$ 54,950,533	
Accepted Alternates		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,351,831	Alternate #s 3, 4, 7, 8b, and 9-14 per Proposal
DD Guaranteed Maximum Price		\$ 4,816,603	\$ 3,962,578	\$ 4,732,084	\$ 4,346,630	\$ 3,905,024	\$ 2,925,426	\$ 78,302,364	
Owner Contingency								14,000,000	
Max Total Contract		\$ 4,816,603	\$ 3,962,578	\$ 4,732,084	\$ 4,346,630	\$ 3,905,024	\$ 2,925,426	\$ 92,302,364	
SF		44,740	36,920	38,370	34,670	34,670	23,185	426,996	
Cost per SF		107.66	107.33	123.33	125.37	112.63	126.18	216.17	



Systems Summary Report

Wellington Webb Building
Workplace Consolidation

Project # 23.0025

April 04, 2023

Description	Quan	Un	Total	\$/Un
General Conditions	104	WK		
General Conditions Bid Package	104	WK		
Insurance	1	LS	715,850	715,850.00
Contractor Onsite Staff	104	WK	957,489	9,206.62
Mobilization	104	WK	33,425	321.40
Safety	104	WK	26,698	256.71
Ongoing Expenses	104	WK	188,811	1,815.49
Fees	1	LS	975,000	975,000.00
Total General Conditions Bid Package	104	WK	2,897,273	27,858.40
Total General Conditions	104	WK	2,897,273	27,858.40
Execution Requirements	1	LS		
Execution Requirements	24	MO		
On-Site Utilities and Services - Dumpsters, Final Clean and Flagman	24	MO	850,260	35,427.51
On-Site Equipment - Material Hoist	24	MO	676,494	28,187.27
Other Costs - Construction Equipment (Forklift)	24	MO	400,935	16,705.61
Total Execution Requirements	24	MO	1,927,689	80,320.39
Total Execution Requirements	1	LS	1,927,689	1,927,689.40
Level 01	26,160	SF		
Structure	26,160	SF		
Misc Support for Demountable Partitions		NIC	-	
Fireproofing Structure	26,490	SF	10,311	0.39
Total Structure	26,160	SF	10,311	0.39
Exteriors	26,160	SF		
Exterior Glazing & Aluminum Metal Panels - Remove & Reinstall	1	LS	32,556	32,555.85
Temporary Protection - Exterior Window Openings	1	LS	15,065	15,064.78
Total Exteriors	26,160	SF	47,621	1.82
Interiors	26,160	SF		
Internal Partition P1-4 Non-rated	98	SF	1,352	13.80
Half Height Partition w/Steel Support	270	SF	9,733	36.05
Single Wood Doors	7	EA	27,822	3,974.57
Unload/Handle/Distribute Doors/Frames/Hardware	7	EA	3,831	547.22
Interior Windows Sidelites and Transoms	42	SF	1,680	40.00
Interior Windows - Service Counter Glazing	535	SF	38,500	71.96
Wall Finishes - Patch Gyp Board Sheathing at Perimeter	14,650	SF	86,362	5.90



Systems Summary Report

Wellington Webb Building Workplace Consolidation

Project # 23.0025

April 04, 2023

Description	Quan Un	Total	\$/Un
Wall Finishes - Ceramic Tile	170 SF	5,228	30.75
Wall Finishes - Acoustic Panels	1,152 SF	53,322	46.29
Floor Finishes - Carpet CPT-01	14,277 SF	109,052	7.64
Floor Finishes - Carpet CPT-02	8,782 SF	67,022	7.63
Floor Finishes - Carpet CPT-06	304 SF	1,957	6.44
Floor Finishes - Carpet CPT-07	790 SF	6,006	7.60
Floor Finishes - Wall Base RB01&02	4,174 LF	7,931	1.90
Floor Finishes - Wall Base SS-01	32 LF	536	16.75
Floor Finishes - Resilient RF-01	293 SF	5,352	18.27
Floor Finishes - Resilient RF-02	90 SF	1,638	18.20
Floor Finishes - Temporary Protection	1 LS	31,126	31,126.30
Ceiling Finishes - Acoustical Ceiling Tile	588 SF	7,332	12.47
Ceiling Finishes - Remove & Reinstall for Above Ceiling Work Not Shown	25,586 SF	117,659	4.60
Ceiling Finishes - Acoustic Baffles	2,297 LF	70,490	30.69
Ceiling Finishes - GWB Ceilings and Soffits	18 SF	270	15.00
Painting	35,488 SF	71,359	2.01
Total Interiors	26,160 SF	725,560	27.74
Equipment and Furnishings		26,160 SF	
Glass Marker Boards	8 EA	20,324	2,540.55
Corner Guards/Wall Protection	26,160 LS	11,183	0.43
Signage	1 LS	49,081	49,081.00
Fire Extinguisher & Cabinets	3 EA	2,048	682.71
Movable Partitions	BY OWNER	-	
Residential Appliances	3 EA	5,669	1,889.67
Miscellaneous Specialties - Salvage of Remaining Equipment	1 LS	7,869	7,869.15
Window Treatments	3 EA	405	135.00
Millwork - Cabinets & Counters	1 LS	122,737	122,737.04
Noncom Wood Blocking	162 LF	1,582	9.76
Total Equipment and Furnishings	26,160 SF	220,898	8.44
Mechanical		26,160 SF	
Mechanical	1 LS	82,606	82,605.50
Mechanical R&R Devices at R&R Ceilings Not Shown on RCP	1 LS	196,661	196,661.33
Plumbing	1 LS	31,024	31,024.49
Testing, Adjusting and Balancing	1 LS	20,245	20,245.19
Fire Protection - Add/Relocate Heads	1 LS	22,935	22,935.00
Fire Protection - Temporarily Turn Heads Upright During Construction	1 LS	94,692	94,692.00
Total Mechanical	26,160 SF	448,164	17.13



Systems Summary Report

Wellington Webb Building
Workplace Consolidation

Project # 23.0025

April 04, 2023

Description	Quan Un	Total	\$/Un
Electrical	26,160 SF		
Electrical - Power	1 LS	266,226	266,226.48
Electrical - Lighting	1 LS	38,127	38,127.00
Electrical - Lighting R&R at R&R Ceilings	1 LS	53,627	53,627.00
Fire Alarm and Detection	1 LS	46,608	46,608.00
Fire Alarm and Detection R&R at R&R Ceilings	1 LS	5,878	5,878.00
Tele/Data	1 LS	134,345	134,345.15
White Noise	1 LS	6,000	6,000.00
Speech Transfer System (at level 1 only)	1 LS	25,000	25,000.00
Security	1 LS	23,006	23,005.78
Security R&R at R&R Ceilings	1 LS	4,532	4,532.00
Total Electrical	26,160 SF	603,349	23.06
Selective Demolition	26,160 SF		
Demo Interiors	26,160 SF	140,393	5.37
Temporary Partitions	1 LS	68,387	68,386.78
MWBE Outreach and Compliance	1 LS	99,506	99,505.98
Total Selective Demolition	26,160 SF	308,285	11.78
Building Sitework	1 LS		
Ground Logistics - Temporary Staging, Pedestrian/Traffic Control	24 MO	571,950	23,831.25
Storm Water Management	1 LS	29,970	29,970.03
Site Concrete - Patch Existing	1 LS	61,800	61,800.00
Unit Pavers - Protect Existing Pavers	5,200 SF	44,886	8.63
Site Furnishings - Remove and Reinstall Existing Benches	3 EA	2,740	913.44
Total Building Sitework	1 LS	711,347	711,346.51



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Wellington Webb Building Workplace Consolidation

Project # 23.0025

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Description	Quan Un	Total	\$/Un
Allowances	1 LS		
After Hours Work	1 LS	25,000	25,000.00
Patch Existing Fireproofing	1 LS	50,000	50,000.00
Upgrade Existing Drywall Partitions to Meet Current Code	1 LS	8,000	8,000.00
Patch of Existing Partitions to Remain	1 LS	75,000	75,000.00
Repair/Replace Existing Acoustical Ceiling Grid and Tile	1 LS	80,000	80,000.00
Floor Repair/Leveling of Existing Concrete	1 LS	200,000	200,000.00
Relocate Existing Mechanical, Plumbing, Fire, Electrical or Low Voltage Work	1 LS	45,000	45,000.00
Cleaning of Existing Ductwork	1 LS	45,000	45,000.00
Replacement of Light Fixtures	1 LS	50,000	50,000.00
Resupport of Existing Conduit	1 LS	20,000	20,000.00
Repair of Existing Pavers	1 LS	50,000	50,000.00
Total Allowances	1 LS	648,000	648,000.00
Total Level 01	26,160 SF	3,723,534	142.34
Level 02	59,150 SF		
Structure	59,150 SF		
Misc Support for Demountable Partitions	NIC	-	
Fireproofing Structure	26,490 SF	19,612	0.74
Total Structure	59,150 SF	19,612	0.33
Exteriors	59,150 SF		
Exterior Glazing & Aluminum Metal Panels - Remove & Reinstall	1 LS	34,156	34,155.85
Temporary Protection - Exterior Window Openings	1 LS	27,059	27,058.86
Total Exteriors	59,150 SF	61,215	1.03
Interiors	59,150 SF		
Internal Partition P1-4 Non-rated	650 SF	8,970	13.80
Internal Partition A1-4 STC 45	1,552 SF	21,262	13.70
Half Height Partition w/Steel Support	110 SF	4,573	41.57
Single Wood Doors	13 EA	68,344	5,257.22
Unload/Handle/Distribute Doors/Frames/Hardware	13 EA	4,651	357.80
Interior Windows Sidelites and Transoms	112 SF	2,800	25.00
Wall Finishes - Patch Gyp Board Sheathing at Perimeter	14,650 SF	125,269	8.55
Wall Finishes - Ceramic Tile	204 SF	6,273	30.75
Wall Finishes - Acoustic Panels	2,410 SF	116,501	48.34
Floor Finishes - Carpet CPT-01	31,703 SF	242,552	7.65
Floor Finishes - Carpet CPT-02	13,937 SF	106,619	7.65
Floor Finishes - Carpet CPT-03	748 SF	5,687	7.60
Floor Finishes - Carpet CPT-04	560 SF	4,258	7.60



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Description	Quan Un	Total	\$/Un
Floor Finishes - Carpet CPT-05	2,627 SF	16,913	6.44
Floor Finishes - Carpet CPT-06	466 SF	3,000	6.44
Floor Finishes - Carpet CPT-07	5,035 SF	38,534	7.65
Floor Finishes - Wall Base RB01&02	7,501 LF	14,252	1.90
Floor Finishes - Wall Base SS-01	38 LF	637	16.75
Floor Finishes - Resilient RF-01	180 SF	3,277	18.20
Floor Finishes - Resilient RF-02	430 SF	7,828	18.20
Floor Finishes - Temporary Protection	1 LS	61,829	61,828.57
Ceiling Finishes - Acoustical Ceiling Tile	3,740 SF	15,607	4.17
Ceiling Finishes - Remove & Reinstall for Above Ceiling Work Not Shown	55,410 SF	228,152	4.12
Ceiling Finishes - Acoustic Baffles	2,016 LF	78,708	39.04
Painting	63,759 SF	144,572	2.27
Total Interiors	59,150 SF	1,331,067	22.50

Equipment and Furnishings		59,150 SF	
Glass Marker Boards	14 EA	35,568	2,540.55
Corner Guards/Wall Protection	59,150 LS	45,362	0.77
Signage	1 LS	111,875	111,875.00
Fire Extinguisher & Cabinets	6 EA	4,096	682.71
Movable Partitions	BY OWNER	-	-
Residential Appliances	4 EA	7,080	1,770.00
Miscellaneous Specialties - Salvage of Remaining Equipment	1 LS	7,869	7,869.15
Window Treatments	8 EA	1,080	135.00
Millwork - Cabinets & Counters	1 LS	194,377	194,376.93
Noncom Wood Blocking	226 SF	1,905	8.43
Total Equipment and Furnishings	59,150 SF	409,212	6.92

Mechanical		59,150 SF	
Mechanical	1 LS	184,282	184,282.11
Mechanical R&R Devices at R&R Ceilings Not Shown on RCP	1 LS	420,684	420,684.01
Plumbing	1 LS	81,833	81,833.36
Testing, Adjusting and Balancing	1 LS	43,307	43,307.01
Fire Protection - Add/Relocate Heads	1 LS	46,693	46,693.00
Fire Protection - Temporarily Turn Heads Upright During Construction	1 LS	176,944	176,944.00
Total Mechanical	59,150 SF	953,743	16.12

Electrical		59,150 SF	
Electrical - Power	1 LS	606,470	606,470.48
Electrical - Lighting	1 LS	88,968	88,968.00
Electrical - Lighting R&R at R&R Ceilings	1 LS	114,715	114,715.00
Fire Alarm and Detection	1 LS	89,057	89,057.00



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Description	Quan Un	Total	\$/Un
Fire Alarm and Detection R&R at R&R Ceilings	1 LS	12,575	12,575.00
Tele/Data	1 LS	357,269	357,269.32
White Noise	1 LS	6,000	6,000.00
Security	1 LS	69,015	69,015.32
Security R&R at R&R Ceilings	1 LS	4,532	4,532.00
Total Electrical	59,150 SF	1,348,602	22.80
Selective Demolition 59,150 SF			
Demo Interiors	59,150 SF	188,935	3.19
Temporary Partitions	1 LS	104,103	104,102.59
Total Selective Demolition	59,150 SF	293,037	4.95
Allowances 1 LS			
After Hours Work	1 LS	25,000	25,000.00
Patch Existing Fireproofing	1 LS	50,000	50,000.00
Upgrade Existing Drywall Partitions to Meet Current Code	1 LS	20,000	20,000.00
Patch of Existing Partitions to Remain	1 LS	130,000	130,000.00
Repair/Replace Existing Acoustical Ceiling Grid and Tile	1 LS	165,000	165,000.00
Floor Repair/Leveling of Existing Concrete	1 LS	280,000	280,000.00
Relocate Existing Mechanical, Plumbing, Fire, Electrical or Low Voltage Work	1 LS	45,000	45,000.00
Cleaning of Existing Ductwork	1 LS	45,000	45,000.00
Replacement of Light Fixtures	1 LS	50,000	50,000.00
Resupport of Existing Conduit	1 LS	20,000	20,000.00
Total Allowances	1 LS	830,000	830,000.00
Total Level 02	59,150 SF	5,246,489	88.70
Level 03 49,750 SF			
Structure 49,750 SF			
Misc Support for Demountable Partitions	NIC	-	
Fireproofing Structure	49,750 SF	19,612	0.39
Total Structure	49,750 SF	19,612	0.39
Exteriors 49,750 SF			
Exterior Glazing & Aluminum Metal Panels - Remove & Reinstall	1 LS	34,156	34,155.85
Temporary Protection - Exterior Window Openings	1 LS	35,476	35,476.00
Total Exteriors	49,750 SF	69,632	1.40
Interiors 49,750 SF			
Internal Partition P1-4 Non-rated	64 SF	883	13.80
Half Height Partition w/Steel Support	18 SF	956	53.08



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Description	Quan Un	Total	\$/Un
Single Wood Doors	12 EA	50,112	4,175.96
Unload/Handle/Distribute Doors/Frames/Hardware	12 EA	3,699	308.21
Interior Windows Sidelites and Transoms	112 SF	2,800	25.00
Wall Finishes - Patch Gyp Board Sheathing at Perimeter	14,650 SF	125,269	8.55
Wall Finishes - Ceramic Tile	135 SF	4,151	30.75
Wall Finishes - Acoustic Panels	1,550 SF	81,462	52.56
Floor Finishes - Carpet CPT-01	28,240 SF	216,122	7.65
Floor Finishes - Carpet CPT-02	9,470 SF	72,252	7.63
Floor Finishes - Carpet CPT-03	242 SF	1,840	7.60
Floor Finishes - Carpet CPT-04	630 SF	4,790	7.60
Floor Finishes - Carpet CPT-05	2,279 SF	14,673	6.44
Floor Finishes - Carpet CPT-06	2,470 SF	15,903	6.44
Floor Finishes - Carpet CPT-07	5,052 SF	38,663	7.65
Floor Finishes - Wall Base RB01&02	6,068 LF	11,529	1.90
Floor Finishes - Wall Base SS-01	33 LF	553	16.75
Floor Finishes - Resilient RF-01	525 SF	9,557	18.20
Floor Finishes - Resilient RF-02	109 SF	1,984	18.20
Floor Finishes - Temporary Protection	1 LS	26,032	26,032.45
Ceiling Finishes - Acoustical Ceiling Tile	386 SF	1,833	4.75
Ceiling Finishes - Remove & Reinstall for Above Ceiling Work Not Shown	49,364 SF	193,819	3.93
Ceiling Finishes - Acoustic Baffles	1,906 LF	65,642	34.44
Ceiling Finishes - GWB Ceilings and Soffits	20 SF	300	15.00
Painting	51,578 SF	122,377	2.37
Total Interiors	49,750 SF	1,067,201	21.45
Equipment and Furnishings			
49,750 SF			
Glass Marker Boards	11 EA	27,946	2,540.55
Corner Guards/Wall Protection	49,750 EA	60,109	1.21
Signage	1 LS	137,556	137,556.00
Fire Extinguisher & Cabinets	5 EA	3,414	682.71
Movable Partitions	BY OWNER	-	-
Residential Appliances	3 EA	4,951	1,650.33
Miscellaneous Specialties - Salvage of Remaining Equipment	1 LS	7,869	7,869.15
Window Treatments	7 EA	945	135.00
Millwork - Cabinets & Counters	1 LS	80,322	80,322.30
Noncom Wood Blocking	288 LF	2,188	7.60
Total Equipment and Furnishings	49,750 SF	325,300	6.54



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Description	Quan Un	Total	\$/Un
Mechanical	49,750 SF		
Mechanical	1 LS	156,888	156,888.28
Mechanical R&R Devices at R&R Ceilings Not Shown on RCP	1 LS	374,850	374,849.65
Plumbing	1 LS	71,475	71,475.29
Testing, Adjusting and Balancing	1 LS	38,588	38,588.27
Fire Protection - Add/Relocate Heads	1 LS	23,723	23,723.00
Fire Protection - Temporarily Turn Heads Upright During Construction	1 LS	171,089	171,089.00
Total Mechanical	49,750 SF	836,613	16.82
Electrical	49,750 SF		
Electrical - Power	1 LS	497,180	497,180.48
Electrical - Lighting	1 LS	72,637	72,637.00
Electrical - Lighting R&R at R&R Ceilings	1 LS	102,217	102,217.00
Fire Alarm and Detection	1 LS	84,941	84,941.00
Fire Alarm and Detection R&R at R&R Ceilings	1 LS	11,205	11,205.00
Tele/Data	1 LS	250,404	250,404.25
White Noise	1 LS	6,000	6,000.00
Security	1 LS	17,254	17,253.83
Security R&R at R&R Ceilings	1 LS	4,532	4,532.00
Total Electrical	49,750 SF	1,046,371	21.03
Selective Demolition	49,750 SF		
Demo Interiors	49,750 SF	189,162	3.80
Temporary Partitions	1 LS	51,078	51,078.04
Total Selective Demolition	49,750 SF	240,240	4.83
Allowances	1 LS		
After Hours Work	1 LS	25,000	25,000.00
Patch Existing Fireproofing	1 LS	50,000	50,000.00
Upgrade Existing Drywall Partitions to Meet Current Code	1 LS	20,000	20,000.00
Patch of Existing Partitions to Remain	1 LS	100,000	100,000.00
Repair/Replace Existing Acoustical Ceiling Grid and Tile	1 LS	150,000	150,000.00
Floor Repair/Leveling of Existing Concrete	1 LS	230,000	230,000.00
Relocate Existing Mechanical, Plumbing, Fire, Electrical or Low Voltage Work	1 LS	45,000	45,000.00
Cleaning of Existing Ductwork	1 LS	45,000	45,000.00
Replacement of Light Fixtures	1 LS	50,000	50,000.00
Resupport of Existing Conduit	1 LS	20,000	20,000.00
Total Allowances	1 LS	735,000	735,000.00
Total Level 03	49,750 SF	4,339,968	87.24



Systems Summary Report

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Workplace Consolidation

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Description	Quan Un	Total	\$/Un
Level 04	37,190 SF		
Structure	37,190 SF		
Misc Support for Demountable Partitions	NIC	-	
Fireproofing Structure	37,190 SF	10,311	0.28
Total Structure	37,190 SF	10,311	0.28
Exteriors	37,190 SF		
Exterior Glazing & Aluminum Metal Panels - Remove & Reinstall	1 LS	34,156	34,155.85
Temporary Protection - Exterior Window Openings	1 LS	23,175	23,175.25
Total Exteriors	37,190 SF	57,331	1.54
Interiors	37,190 SF		
Internal Partition A1-4 STC 45	196 SF	2,685	13.70
Half Height Partition w/Steel Support	36 SF	1,911	53.08
Single Wood Doors	9 EA	28,580	3,175.57
Unload/Handle/Distribute Doors/Frames/Hardware	9 EA	3,288	365.34
Interior Windows Sidelites and Transoms	195 SF	4,875	25.00
Wall Finishes - Patch Gyp Board Sheathing at Perimeter	18,460 SF	108,822	5.90
Wall Finishes - Ceramic Tile	204 SF	6,273	30.75
Wall Finishes - Acoustic Panels	760 SF	48,827	64.25
Floor Finishes - Carpet CPT-01	22,912 SF	175,209	7.65
Floor Finishes - Carpet CPT-02	5,968 SF	45,627	7.65
Floor Finishes - Carpet CPT-03	138 SF	1,049	7.60
Floor Finishes - Carpet CPT-04	679 SF	5,162	7.60
Floor Finishes - Carpet CPT-05	1,940 SF	12,490	6.44
Floor Finishes - Carpet CPT-06	914 SF	5,885	6.44
Floor Finishes - Carpet CPT-07	1,816 SF	13,807	7.60
Floor Finishes - Wall Base RB01&02	4,179 LF	7,940	1.90
Floor Finishes - Wall Base SS-01	40 LF	670	16.75
Floor Finishes - Resilient RF-01	2,192 SF	39,903	18.20
Floor Finishes - Resilient RF-02	296 SF	5,388	18.20
Floor Finishes - Temporary Protection	1 LS	24,131	24,131.37
Ceiling Finishes - Acoustical Ceiling Tile	486 SF	2,365	4.87
Ceiling Finishes - Remove & Reinstall for Above Ceiling Work Not Shown	36,704 SF	185,622	5.06
Ceiling Finishes - Acoustic Baffles	2,226 LF	73,622	33.07
Ceiling Finishes - GWB Ceilings and Soffits	20 SF	300	15.00
Painting	35,522 SF	74,843	2.11
Total Interiors	37,190 SF	879,277	23.64
Equipment and Furnishings	37,190 SF		
Glass Marker Boards	8 EA	4,324	540.55
Corner Guards/Wall Protection	37,190 SF	45,783	1.23
Signage	1 LS	50,203	50,203.00



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Description	Quan Un	Total	\$/Un
Fire Extinguisher & Cabinets	4 EA	2,731	682.71
Movable Partitions	BY OWNER	-	
Residential Appliances	4 EA	7,586	1,896.39
Miscellaneous Specialties - Salvage of Remaining Equipment	1 LS	7,869	7,869.15
Window Treatments	7 EA	945	135.00
Millwork - Cabinets & Counters	1 LS	72,330	72,329.71
Noncom Wood Blocking	218 LF	1,746	8.01
Total Equipment and Furnishings	37,190 SF	193,517	5.20

Mechanical		37,190 SF	
Mechanical	1 LS	90,293	90,293.11
Mechanical R&R Devices at R&R Ceilings Not Shown on RCP	1 LS	278,657	278,657.09
Plumbing	1 LS	71,518	71,517.92
Testing, Adjusting and Balancing	1 LS	28,686	28,685.93
Fire Protection - Add/Relocate Heads	1 LS	24,483	24,483.00
Fire Protection - Temporarily Turn Heads Upright During Construction	1 LS	113,020	113,020.00
Total Mechanical	37,190 SF	606,657	16.31

Electrical		37,190 SF	
Electrical - Power	1 LS	400,784	400,784.48
Electrical - Lighting	1 LS	58,233	58,233.00
Electrical - Lighting R&R at R&R Ceilings	1 LS	75,986	75,986.00
Fire Alarm and Detection	1 LS	50,304	50,304.00
Fire Alarm and Detection R&R at R&R Ceilings	1 LS	8,329	8,329.00
Tele/Data	1 LS	247,023	247,022.77
White Noise	1 LS	6,000	6,000.00
Security (none shown 4th FLR)		-	
Security R&R at R&R Ceilings	1 LS	4,532	4,532.00
Total Electrical	37,190 SF	851,191	22.89

Selective Demolition		37,190 SF	
Demo Interiors	37,190 SF	142,715	3.84
Temporary Partitions	1 LS	52,535	52,534.85
Total Selective Demolition	37,190 SF	195,250	5.25

Allowances		1 LS	
After Hours Work	1 LS	25,000	25,000.00
Patch Existing Fireproofing	1 LS	50,000	50,000.00
Upgrade Existing Drywall Partitions to Meet Current Code	1 LS	20,000	20,000.00
Patch of Existing Partitions to Remain	1 LS	70,000	70,000.00
Repair/Replace Existing Acoustical Ceiling Grid and Tile	1 LS	115,000	115,000.00



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Description	Quan Un	Total	\$/Un
Floor Repair/Leveling of Existing Concrete	1 LS	175,000	175,000.00
Relocate Existing Mechanical, Plumbing, Fire, Electrical or Low Voltage Work	1 LS	45,000	45,000.00
Cleaning of Existing Ductwork	1 LS	45,000	45,000.00
Replacement of Light Fixtures	1 LS	50,000	50,000.00
Resupport of Existing Conduit	1 LS	20,000	20,000.00
Total Allowances	1 LS	615,000	615,000.00
Total Level 04	37,190 SF	3,408,534	91.65
Level 05	42,190 SF		
Structure	42,190 SF		
Misc Support for Demountable Partitions	NIC	-	
Fireproofing Structure	42,190 SF	19,612	0.46
Total Structure	42,190 SF	19,612	0.46
Exteriors	42,190 SF		
Exterior Glazing & Aluminum Metal Panels - Remove & Reinstall	1 LS	34,156	34,155.85
Temporary Protection - Exterior Window Openings	1 LS	14,198	14,197.64
Total Exteriors	42,190 SF	48,353	1.15
Interiors	42,190 SF		
Internal Partition P1-4 Non-rated	372 SF	5,134	13.80
Half Height Partition w/Steel Support	36 SF	1,911	53.08
Single Wood Doors	11 EA	35,045	3,185.90
Unload/Handle/Distribute Doors/Frames/Hardware	11 EA	3,562	323.79
Interior Windows Sidelites and Transoms	220 SF	5,500	25.00
Wall Finishes - Patch Gyp Board Sheathing at Perimeter	20,280 SF	119,551	5.90
Wall Finishes - Ceramic Tile	177 SF	5,443	30.75
Wall Finishes - Acoustic Panels	1,446 SF	69,178	47.84
Floor Finishes - Carpet CPT-01	28,345 SF	217,022	7.66
Floor Finishes - Carpet CPT-02	8,101 SF	62,097	7.67
Floor Finishes - Carpet CPT-03	424 SF	3,224	7.60
Floor Finishes - Carpet CPT-04	678 SF	5,155	7.60
Floor Finishes - Carpet CPT-05	691 SF	4,449	6.44
Floor Finishes - Carpet CPT-06	470 SF	3,026	6.44
Floor Finishes - Carpet CPT-07	1,931 SF	14,681	7.60
Floor Finishes - Wall Base RB01&02	5,076 LF	9,644	1.90
Floor Finishes - Wall Base SS-01	49 LF	821	16.75
Floor Finishes - Resilient RF-01	940 SF	17,112	18.20
Floor Finishes - Resilient RF-02	324 SF	5,898	18.20
Floor Finishes - Temporary Protection	1 LS	17,556	17,555.75
Ceiling Finishes - Acoustical Ceiling Tile	1,309 SF	4,611	3.52



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Description	Quan Un	Total	\$/Un
Ceiling Finishes - Remove & Reinstall for Above Ceiling Work Not Shown	40,881 SF	171,806	4.20
Ceiling Finishes - Acoustic Baffles	1,961 LF	69,359	35.37
Ceiling Finishes - GWB Ceilings and Soffits	70 SF	1,050	15.00
Painting	43,146 SF	90,631	2.10
Total Interiors	42,190 SF	943,464	22.36
Equipment and Furnishings		42,190 SF	
Glass Marker Boards	8 EA	20,324	2,540.55
Corner Guards/Wall Protection	42,190 SF	48,068	1.14
Signage	1 LS	53,193	53,193.00
Fire Extinguisher & Cabinets	5 EA	3,414	682.71
Movable Partitions	BY OWNER	-	
Residential Appliances	4 EA	7,080	1,770.00
Miscellaneous Specialties - Salvage of Remaining Equipment	1 LS	7,869	7,869.15
Window Treatments	6 EA	810	135.00
Millwork - Cabinets & Counters	1 LS	103,078	103,077.76
Noncom Wood Blocking	178 SF	1,978	11.11
Total Equipment and Furnishings	42,190 SF	245,815	5.83
Mechanical		42,190 SF	
Mechanical	1 LS	90,259	90,258.60
Mechanical R&R Devices at R&R Ceilings Not Shown on RCP	1 LS	310,377	310,376.85
Plumbing	1 LS	75,724	75,724.08
Testing, Adjusting and Balancing	1 LS	31,952	31,952.20
Fire Protection - Add/Relocate Heads	1 LS	21,129	21,129.00
Fire Protection - Temporarily Turn Heads Upright During Construction	1 LS	97,868	97,868.00
Total Mechanical	42,190 SF	627,309	14.87
Electrical		42,190 SF	
Electrical - Power	1 LS	443,081	443,081.48
Electrical - Lighting	1 LS	64,554	64,554.00
Electrical - Lighting R&R at R&R Ceilings	1 LS	84,636	84,636.00
Fire Alarm and Detection	1 LS	51,081	51,081.00
Fire Alarm and Detection R&R at R&R Ceilings	1 LS	9,278	9,278.00
Tele/Data	1 LS	279,527	279,526.59
White Noise	1 LS	6,000	6,000.00
Security (none shown 5th FLR)	1 LS	-	
Security R&R at R&R Ceilings	1 LS	4,532	4,532.00
Total Electrical	42,190 SF	942,689	22.34



Systems Summary Report

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Description	Quan Un	Total	\$/Un
Selective Demolition	42,190 SF		
Demo Interiors	42,190 SF	156,923	3.72
Temporary Partitions	1 LS	33,299	33,298.72
Total Selective Demolition	42,190 SF	190,222	4.51
Allowances	1 LS		
After Hours Work	1 LS	25,000	25,000.00
Patch Existing Fireproofing	1 LS	50,000	50,000.00
Upgrade Existing Drywall Partitions to Meet Current Code	1 LS	20,000	20,000.00
Patch of Existing Partitions to Remain	1 LS	85,000	85,000.00
Repair/Replace Existing Acoustical Ceiling Grid and Tile	1 LS	125,000	125,000.00
Floor Repair/Leveling of Existing Concrete	1 LS	220,000	220,000.00
Relocate Existing Mechanical, Plumbing, Fire, Electrical or Low Voltage Work	1 LS	45,000	45,000.00
Cleaning of Existing Ductwork	1 LS	45,000	45,000.00
Replacement of Light Fixtures	1 LS	50,000	50,000.00
Resupport of Existing Conduit	1 LS	20,000	20,000.00
Total Allowances	1 LS	685,000	685,000.00
Total Level 05	42,190 SF	3,702,464	87.76
Level 06	44,740 SF		
Structure	44,740 SF		
Misc Support for Demountable Partitions	NIC	-	
Fireproofing Structure	44,740 SF	19,612	0.44
Total Structure	44,740 SF	19,612	0.44
Exteriors	44,740 SF		
Exterior Glazing & Aluminum Metal Panels - Remove & Reinstall	1 LS	34,156	34,155.85
Temporary Protection - Exterior Window Openings	1 LS	16,533	16,532.92
Total Exteriors	44,740 SF	50,689	1.13
Interiors	44,740 SF		
Internal Partition P1-4 Non-rated	540 SF	7,452	13.80
Half Height Partition w/Steel Support	36 SF	1,911	53.08
Single Wood Doors	12 EA	44,838	3,736.54
Unload/Handle/Distribute Doors/Frames/Hardware	12 EA	3,699	308.21
Interior Windows Sidelites and Transoms	242 SF	6,050	25.00
Wall Finishes - Patch Gyp Board Sheathing at Perimeter	21,280 SF	125,446	5.90
Wall Finishes - Ceramic Tile	144 SF	4,428	30.75
Wall Finishes - Acoustic Panels	1,302 SF	70,267	53.97
Floor Finishes - Carpet CPT-01	24,634 SF	188,301	7.64



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Description	Quan Un	Total	\$/Un
Floor Finishes - Carpet CPT-02	10,876 SF	83,195	7.65
Floor Finishes - Carpet CPT-04	927 SF	7,048	7.60
Floor Finishes - Carpet CPT-05	1,224 SF	7,881	6.44
Floor Finishes - Carpet CPT-06	1,122 SF	7,224	6.44
Floor Finishes - Carpet CPT-07	1,950 SF	14,826	7.60
Floor Finishes - Wall Base RB01&02	5,867 LF	11,147	1.90
Floor Finishes - Wall Base SS-01	44 LF	737	16.75
Floor Finishes - Resilient RF-01	641 SF	11,669	18.20
Floor Finishes - Resilient RF-02	95 SF	1,729	18.20
Floor Finishes - Temporary Protection	1 LS	31,136	31,135.67
Ceiling Finishes - Acoustical Ceiling Tile	2,030 SF	9,222	4.54
Ceiling Finishes - Remove & Reinstall for Above Ceiling Work Not Shown	42,710 SF	184,839	4.33
Ceiling Finishes - Acoustic Baffles	1,694 LF	67,495	39.84
Ceiling Finishes - GWB Ceilings and Soffits	53 SF	795	15.00
Painting	55,737 SF	114,905	2.06
Total Interiors	44,740 SF	1,006,240	22.49
Equipment and Furnishings		44,740 SF	
Glass Marker Boards	7 EA	17,784	2,540.55
Corner Guards/Wall Protection	44,740 SF	42,689	0.95
Signage	1 LS	73,310	73,310.00
Fire Extinguisher & Cabinets	5 EA	3,414	682.71
Movable Partitions	BY OWNER	-	
Residential Appliances	4 EA	7,080	1,770.00
Miscellaneous Specialties - Salvage of Remaining Equipment	1 LS	7,869	7,869.15
Window Treatments	3 EA	405	135.00
Millwork - Cabinets & Counters	1 LS	112,716	112,715.72
Noncom Wood Blocking	174 SF	1,820	10.46
Total Equipment and Furnishings	44,740 SF	267,086	5.97
Mechanical		44,740 SF	
Mechanical	1 LS	117,748	117,747.85
Mechanical R&R Devices at R&R Ceilings Not Shown on RCP	1 LS	324,263	324,263.07
Plumbing	1 LS	81,833	81,833.36
Testing, Adjusting and Balancing	1 LS	33,381	33,381.32
Fire Protection - Add/Relocate Heads	1 LS	34,391	34,391.00
Fire Protection - Temporarily Turn Heads Upright During Construction	1 LS	142,764	142,764.00
Total Mechanical	44,740 SF	734,381	16.41



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Description	Quan Un	Total	\$/Un
Electrical	44,740 SF		
Electrical - Power	1 LS	445,784	445,784.48
Electrical - Lighting	1 LS	64,957	64,957.00
Electrical - Lighting R&R at R&R Ceilings	1 LS	88,422	88,422.00
Fire Alarm and Detection	1 LS	55,529	55,529.00
Fire Alarm and Detection R&R at R&R Ceilings	1 LS	9,693	9,693.00
Tele/Data	1 LS	296,664	296,664.27
White Noise	1 LS	6,000	6,000.00
Security (none shown 5th FLR)	LS	-	
Security R&R at R&R Ceilings	1 LS	4,532	4,532.00
Total Electrical	44,740 SF	971,582	21.72
Selective Demolition	44,740 SF		
Demo Interiors	44,740 SF	153,676	3.43
Temporary Partitions	1 LS	37,201	37,201.28
Total Selective Demolition	44,740 SF	190,877	4.27
Allowances	1 LS		
After Hours Work	1 LS	25,000	25,000.00
Patch Existing Fireproofing	1 LS	50,000	50,000.00
Upgrade Existing Drywall Partitions to Meet Current Code	1 LS	16,000	16,000.00
Patch of Existing Partitions to Remain	1 LS	110,000	110,000.00
Repair/Replace Existing Acoustical Ceiling Grid and Tile	1 LS	130,000	130,000.00
Floor Repair/Leveling of Existing Concrete	1 LS	215,000	215,000.00
Relocate Existing Mechanical, Plumbing, Fire, Electrical or Low Voltage Work	1 LS	45,000	45,000.00
Cleaning of Existing Ductwork	1 LS	45,000	45,000.00
Replacement of Light Fixtures	1 LS	50,000	50,000.00
Resupport of Existing Conduit	1 LS	20,000	20,000.00
Total Allowances	1 LS	706,000	706,000.00
Total Level 06	44,740 SF	3,946,466	88.21
Level 07	36,920 SF		
Structure	36,920 SF		
Misc Support for Demountable Partitions	NIC	-	
Fireproofing Structure	36,920 SF	10,311	0.28
Total Structure	36,920 SF	10,311	0.28



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Description	Quan Un	Total	\$/Un
Exteriors	36,920 SF		
Exterior Glazing & Aluminum Metal Panels - Remove & Reinstall	1 LS	34,156	34,155.85
Temporary Protection - Exterior Window Openings	1 LS	16,533	16,532.92
Total Exteriors	36,920 SF	50,689	1.37
Interiors	36,920 SF		
Internal Partition P1-4 Non-rated	98 SF	1,352	13.80
Internal Partition A1-4 STC 45	265 SF	3,631	13.70
Half Height Partition w/Steel Support	36 SF	1,911	53.08
Single Wood Doors	2 EA	7,136	3,568.05
Unload/Handle/Distribute Doors/Frames/Hardware	2 EA	2,222	1,110.76
Interior Windows Sidelites and Transoms	23 SF	920	40.00
Wall Finishes - Patch Gyp Board Sheathing at Perimeter	21,280 SF	125,446	5.90
Wall Finishes - Ceramic Tile	154 SF	4,736	30.75
Wall Finishes - Acoustic Panels	1,340 SF	85,199	63.58
Floor Finishes - Carpet CPT-01	16,344 SF	125,274	7.66
Floor Finishes - Carpet CPT-02	7,966 SF	60,818	7.63
Floor Finishes - Carpet CPT-03	101 SF	768	7.60
Floor Finishes - Carpet CPT-04	617 SF	4,691	7.60
Floor Finishes - Carpet CPT-05	777 SF	5,003	6.44
Floor Finishes - Carpet CPT-06	462 SF	2,975	6.44
Floor Finishes - Carpet CPT-07	1,391 SF	10,576	7.60
Floor Finishes - Wall Base RB01&02	4,871 LF	9,255	1.90
Floor Finishes - Wall Base SS-01	26 LF	436	16.75
Floor Finishes - Resilient RF-01	562 SF	10,231	18.20
Floor Finishes - Resilient RF-02	81 SF	1,475	18.20
Floor Finishes - Temporary Protection	1 LS	70,515	70,514.74
Ceiling Finishes - Acoustical Ceiling Tile	50 SF	188	3.75
Ceiling Finishes - Remove & Reinstall for Above Ceiling Work Not Shown	36,870 SF	157,990	4.29
Ceiling Finishes - Acoustic Baffles	1,460 LF	52,379	35.88
Ceiling Finishes - GWB Ceilings and Soffits	40 SF	300	7.50
Painting	46,275 SF	101,305	2.19
Total Interiors	36,920 SF	846,727	22.93
Equipment and Furnishings	36,920 SF		
Glass Marker Boards	12 EA	30,487	2,540.55
Corner Guards/Wall Protection	36,920 EA	43,951	1.19
Signage	1 LS	62,159	62,159.00
Fire Extinguisher & Cabinets	4 EA	2,731	682.71
Movable Partitions	BY OWNER	-	-
Residential Appliances	3 EA	5,669	1,889.67
Miscellaneous Specialties - Salvage of Remaining Equipment	1 LS	7,869	7,869.15
Millwork - Cabinets & Counters	1 LS	75,454	75,453.80



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Description	Quan Un	Total	\$/Un
Noncom Wood Blocking	153 SF	1,453	9.50
Total Equipment and Furnishings	36,920 SF	229,772	6.22

Mechanical		36,920 SF	
Mechanical	1 LS	38,865	38,865.09
Mechanical R&R Devices at R&R Ceilings Not Shown on RCP	1 LS	279,925	279,924.82
Plumbing	1 LS	61,202	61,202.47
Testing, Adjusting and Balancing	1 LS	28,817	28,816.87
Fire Protection - Add/Relocate Heads	1 LS	20,076	20,076.00
Fire Protection - Temporarily Turn Heads Upright During Construction	1 LS	132,615	132,615.00
Total Mechanical	36,920 SF	561,500	15.21

Electrical		36,920 SF	
Electrical - Power	1 LS	336,511	336,511.48
Electrical - Lighting	1 LS	48,629	48,629.00
Electrical - Lighting R&R at R&R Ceilings	1 LS	76,332	76,332.00
Fire Alarm and Detection	1 LS	50,821	50,821.00
Fire Alarm and Detection R&R at R&R Ceilings	1 LS	8,367	8,367.00
Tele/Data	1 LS	215,595	215,594.60
White Noise	1 LS	6,000	6,000.00
Security (none shown 7th FLR)	1 LS	-	
Security R&R at R&R Ceilings	1 LS	4,532	4,532.00
Total Electrical	36,920 SF	746,787	20.23

Selective Demolition		36,920 SF	
Demo Interiors	36,920 SF	128,100	3.47
Temporary Partitions	1 LS	37,201	37,201.28
Total Selective Demolition	36,920 SF	165,301	4.48



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Description	Quan Un	Total	\$/Un
Allowances	1 LS		
After Hours Work	1 LS	25,000	25,000.00
Patch Existing Fireproofing	1 LS	50,000	50,000.00
Upgrade Existing Drywall Partitions to Meet Current Code	1 LS	16,000	16,000.00
Patch of Existing Partitions to Remain	1 LS	90,000	90,000.00
Repair/Replace Existing Acoustical Ceiling Grid and Tile	1 LS	115,000	115,000.00
Floor Repair/Leveling of Existing Concrete	1 LS	175,000	175,000.00
Relocate Existing Mechanical, Plumbing, Fire, Electrical or Low Voltage Work	1 LS	45,000	45,000.00
Cleaning of Existing Ductwork	1 LS	45,000	45,000.00
Replacement of Light Fixtures	1 LS	50,000	50,000.00
Resupport of Existing Conduit	1 LS	20,000	20,000.00
Total Allowances	1 LS	631,000	631,000.00
Total Level 07	36,920 SF	3,242,087	87.81
Level 08	38,370 SF		
Structure	38,370 SF		
Misc Support for Demountable Partitions	NIC	-	
Fireproofing Structure	38,370 SF	10,311	0.27
Total Structure	38,370 SF	10,311	0.27
Exteriors	38,370 SF		
Exterior Glazing & Aluminum Metal Panels - Remove & Reinstall	1 LS	34,156	34,155.85
Temporary Protection - Exterior Window Openings	1 LS	16,533	16,532.92
Total Exteriors	38,370 SF	50,689	1.32
Interiors	38,370 SF		
Internal Partition A1-4 STC 45	515 SF	7,056	13.70
Half Height Partition w/Steel Support	36 SF	1,911	53.08
Single Wood Doors	2 EA	10,130	5,065.05
Unload/Handle/Distribute Doors/Frames/Hardware	2 EA	3,146	1,573.20
Wall Finishes - Patch Gyp Board Sheathing at Perimeter	21,280 SF	125,446	5.90
Wall Finishes - Ceramic Tile	136 SF	4,182	30.75
Wall Finishes - Acoustic Panels	1,364 SF	68,299	50.07
Floor Finishes - Carpet CPT-01	22,850 SF	174,738	7.65
Floor Finishes - Carpet CPT-02	9,966 SF	76,276	7.65
Floor Finishes - Carpet CPT-03	219 SF	1,665	7.60
Floor Finishes - Carpet CPT-04	631 SF	4,797	7.60
Floor Finishes - Carpet CPT-05	956 SF	6,155	6.44
Floor Finishes - Carpet CPT-06	307 SF	1,977	6.44
Floor Finishes - Carpet CPT-07	1,534 SF	11,663	7.60



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Description	Quan Un	Total	\$/Un
Floor Finishes - Wall Base RB01&02	5,514 LF	10,477	1.90
Floor Finishes - Wall Base SS-01	56 LF	938	16.75
Floor Finishes - Resilient RF-01	872 SF	15,874	18.20
Floor Finishes - Resilient RF-02	295 SF	5,370	18.20
Floor Finishes - Temporary Protection	1 LS	13,819	13,818.51
Ceiling Finishes - Acoustical Ceiling Tile	15,987 SF	28,377	1.78
Ceiling Finishes - Remove & Reinstall for Above Ceiling Work Not Shown	22,383 SF	164,120	7.33
Ceiling Finishes - Acoustic Baffles	1,742 LF	47,631	27.34
Ceiling Finishes - GWB Ceilings and Soffits	582 SF	8,730	15.00
Painting	52,383 SF	95,407	1.82
Total Interiors	38,370 SF	888,184	23.15

Equipment and Furnishings		38,370 SF	
Glass Marker Boards	9 EA	22,865	2,540.55
Corner Guards/Wall Protection	38,370 SF	29,285	0.76
Signage	1 LS	49,355	49,355.00
Fire Extinguisher & Cabinets	4 EA	2,731	682.71
Movable Partitions	BY OWNER	-	-
Residential Appliances	4 EA	7,080	1,770.00
Miscellaneous Specialties - Salvage of Remaining Equipment	1 LS	7,869	7,869.15
Millwork - Cabinets & Counters	1 LS	116,708	116,707.76
Noncom Wood Blocking	138 SF	1,126	8.16
Total Equipment and Furnishings	38,370 SF	237,019	6.18

Mechanical		38,370 SF	
Mechanical	1 LS	306,675	306,674.87
Mechanical R&R Devices at R&R Ceilings Not Shown on RCP	1 LS	169,936	169,936.38
Plumbing	1 LS	85,562	85,562.47
Testing, Adjusting and Balancing	1 LS	17,495	17,494.54
Fire Protection - Add/Relocate Heads	1 LS	72,422	72,422.00
Fire Protection - Temporarily Turn Heads Upright During Construction	1 LS	82,723	82,723.00
Total Mechanical	38,370 SF	734,813	19.15

Electrical		38,370 SF	
Electrical - Power	1 LS	658,608	658,608.48
Electrical - Lighting	1 LS	96,759	96,759.00
Electrical - Lighting R&R at R&R Ceilings	1 LS	46,339	46,339.00
Fire Alarm and Detection	1 LS	64,561	64,561.00
Fire Alarm and Detection R&R at R&R Ceilings	1 LS	5,080	5,080.00
Tele/Data	1 LS	276,287	276,286.51
White Noise	1 LS	6,000	6,000.00



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Description	Quan Un	Total	\$/Un
Security (none shown 8th FLR)	LS	-	
Security R&R at R&R Ceilings	1 LS	4,532	4,532.00
Total Electrical	38,370 SF	1,158,166	30.18
Selective Demolition 38,370 SF			
Demo Interiors	38,370 SF	206,155	5.37
Temporary Partitions	1 LS	37,201	37,201.28
Total Selective Demolition	38,370 SF	243,356	6.34
Allowances 1 LS			
After Hours Work	1 LS	25,000	25,000.00
Patch Existing Fireproofing	1 LS	50,000	50,000.00
Upgrade Existing Drywall Partitions to Meet Current Code	1 LS	16,000	16,000.00
Patch of Existing Partitions to Remain	1 LS	50,000	50,000.00
Repair/Replace Existing Acoustical Ceiling Grid and Tile	1 LS	70,000	70,000.00
Floor Repair/Leveling of Existing Concrete	1 LS	185,000	185,000.00
Relocate Existing Mechanical, Plumbing, Fire, Electrical or Low Voltage Work	1 LS	45,000	45,000.00
Cleaning of Existing Ductwork	1 LS	45,000	45,000.00
Replacement of Light Fixtures	1 LS	50,000	50,000.00
Resupport of Existing Conduit	1 LS	20,000	20,000.00
Total Allowances	1 LS	556,000	556,000.00
Total Level 08	38,370 SF	3,878,537	101.08
Level 09 34,670 SF			
Structure 34,670 SF			
Misc Support for Demountable Partitions	NIC	-	
Fireproofing Structure	34,670 SF	10,311	0.30
Total Structure	34,670 SF	10,311	0.30
Exteriors 34,670 SF			
Exterior Glazing & Aluminum Metal Panels - Remove & Reinstall	1 LS	34,156	34,155.85
Temporary Protection - Exterior Window Openings	1 LS	16,533	16,532.92
Total Exteriors	34,670 SF	50,689	1.46
Interiors 34,670 SF			
Internal Partition P1-4 Non-rated	204 SF	2,815	13.80
Half Height Partition w/Steel Support	36 SF	1,911	53.08
Single Wood Doors	4 EA	29,891	7,472.76
Unload/Handle/Distribute Doors/Frames/Hardware	4 EA	1,424	356.09
Interior Windows Sidelites and Transoms	95 SF	2,375	25.00



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Description	Quan Un	Total	\$/Un
Wall Finishes - Patch Gyp Board Sheathing at Perimeter	21,280 SF	125,446	5.90
Wall Finishes - Ceramic Tile	176 SF	5,412	30.75
Wall Finishes - Acoustic Panels	961 SF	49,999	52.03
Floor Finishes - Carpet CPT-01	20,611 SF	157,715	7.65
Floor Finishes - Carpet CPT-02	8,094 SF	62,044	7.67
Floor Finishes - Carpet CPT-03	337 SF	2,562	7.60
Floor Finishes - Carpet CPT-04	653 SF	4,965	7.60
Floor Finishes - Carpet CPT-05	1,322 SF	8,511	6.44
Floor Finishes - Carpet CPT-06	497 SF	3,200	6.44
Floor Finishes - Carpet CPT-07	1,767 SF	13,434	7.60
Floor Finishes - Wall Base RB01&02	5,566 LF	10,575	1.90
Floor Finishes - Wall Base SS-01	48 LF	804	16.75
Floor Finishes - Resilient RF-01	415 SF	7,555	18.20
Floor Finishes - Resilient RF-02	304 SF	5,534	18.20
Floor Finishes - Temporary Protection	1 LS	13,819	13,818.51
Ceiling Finishes - Acoustical Ceiling Tile	7,990 SF	24,019	3.01
Ceiling Finishes - Remove & Reinstall for Above Ceiling Work Not Shown	26,680 SF	150,824	5.65
Ceiling Finishes - Acoustic Baffles	1,454 LF	55,963	38.49
Ceiling Finishes - GWB Ceilings and Soffits	263 SF	3,945	15.00
Painting	52,383 SF	102,599	1.96
Total Interiors	34,670 SF	847,342	24.44
Equipment and Furnishings		34,670 SF	
Glass Marker Boards	9 EA	22,865	2,540.55
Corner Guards/Wall Protection	34,670 SF	10,431	0.30
Signage	1 LS	82,489	82,489.00
Fire Extinguisher & Cabinets	4 EA	2,731	682.71
Movable Partitions	BY OWNER	-	
Residential Appliances	4 EA	7,080	1,770.00
Miscellaneous Specialties - Salvage of Remaining Equipment	1 LS	7,869	7,869.15
Window Treatments	2 EA	270	135.00
Millwork - Cabinets & Counters	1 LS	86,399	86,399.28
Noncom Wood Blocking	219 SF	2,722	12.43
Total Equipment and Furnishings	34,670 SF	222,856	6.43
Mechanical		34,670 SF	
Mechanical	1 LS	257,532	257,531.62
Mechanical R&R Devices at R&R Ceilings Not Shown on RCP	1 LS	202,561	202,560.51
Plumbing	1 LS	81,748	81,748.10
Testing, Adjusting and Balancing	1 LS	20,852	20,852.16
Fire Protection - Add/Relocate Heads	1 LS	53,095	53,095.00
Fire Protection - Temporarily Turn Heads Upright During Construction	1 LS	95,279	95,279.00
Total Mechanical	34,670 SF	711,066	20.51



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Description	Quan Un	Total	\$/Un
Electrical 34,670 SF			
Electrical - Power	1 LS	489,205	489,205.48
Electrical - Lighting	1 LS	71,446	71,446.00
Electrical - Lighting R&R at R&R Ceilings	1 LS	55,236	55,236.00
Fire Alarm and Detection	1 LS	67,903	67,903.00
Fire Alarm and Detection R&R at R&R Ceilings	1 LS	6,055	6,055.00
Tele/Data	1 LS	204,387	204,386.63
White Noise	1 LS	6,000	6,000.00
Security	1 LS	11,503	11,502.89
Security R&R at R&R Ceilings	1 LS	4,532	4,532.00
Total Electrical	34,670 SF	916,267	26.43
Selective Demolition 34,670 SF			
Demo Interiors	34,670 SF	162,946	4.70
Temporary Partitions	1 LS	37,201	37,201.28
Total Selective Demolition	34,670 SF	200,147	5.77
Allowances 1 LS			
After Hours Work	1 LS	25,000	25,000.00
Patch Existing Fireproofing	1 LS	50,000	50,000.00
Upgrade Existing Drywall Partitions to Meet Current Code	1 LS	16,000	16,000.00
Patch of Existing Partitions to Remain	1 LS	100,000	100,000.00
Repair/Replace Existing Acoustical Ceiling Grid and Tile	1 LS	85,000	85,000.00
Floor Repair/Leveling of Existing Concrete	1 LS	165,000	165,000.00
Relocate Existing Mechanical, Plumbing, Fire, Electrical or Low Voltage Work	1 LS	45,000	45,000.00
Cleaning of Existing Ductwork	1 LS	45,000	45,000.00
Replacement of Light Fixtures	1 LS	50,000	50,000.00
Resupport of Existing Conduit	1 LS	20,000	20,000.00
Total Allowances	1 LS	601,000	601,000.00
Total Level 09	34,670 SF	3,559,678	102.67



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Description	Quan Un	Total	\$/Un
Level 10	34,670 SF		
Structure	34,670 SF		
Misc Support for Demountable Partitions	NIC	-	
Fireproofing Structure	34,670 SF	10,311	0.30
Total Structure	34,670 SF	10,311	0.30
Exteriors	34,670 SF		
Exterior Glazing & Aluminum Metal Panels - Remove & Reinstall	1 LS	34,156	34,155.85
Temporary Protection - Exterior Window Openings	1 LS	16,533	16,532.92
Total Exteriors	34,670 SF	50,689	1.46
Interiors	34,670 SF		
Internal Partition P1-4 Non-rated	158 SF	2,180	13.80
Half Height Partition w/Steel Support	36 SF	1,911	53.08
Single Wood Doors	5 EA	21,433	4,286.50
Unload/Handle/Distribute Doors/Frames/Hardware	5 EA	2,438	487.65
Interior Windows Sidelites and Transoms	95 SF	2,375	25.00
Wall Finishes - Patch Gyp Board Sheathing at Perimeter	21,280 SF	125,446	5.90
Wall Finishes - Ceramic Tile	176 SF	5,412	30.75
Wall Finishes - Acoustic Panels	953 SF	53,862	56.52
Floor Finishes - Carpet CPT-01	20,055 SF	153,488	7.65
Floor Finishes - Carpet CPT-02	8,607 SF	65,944	7.66
Floor Finishes - Carpet CPT-03	380 SF	2,889	7.60
Floor Finishes - Carpet CPT-04	671 SF	5,102	7.60
Floor Finishes - Carpet CPT-05	1,440 SF	9,271	6.44
Floor Finishes - Carpet CPT-06	490 SF	3,155	6.44
Floor Finishes - Carpet CPT-07	1,805 SF	13,723	7.60
Floor Finishes - Wall Base RB01&02	4,837 LF	9,190	1.90
Floor Finishes - Wall Base SS-01	43 LF	720	16.75
Floor Finishes - Resilient RF-01	423 SF	7,700	18.20
Floor Finishes - Resilient RF-02	273 SF	4,970	18.20
Floor Finishes - Temporary Protection	1 LS	13,819	13,818.51
Ceiling Finishes - Acoustical Ceiling Tile	130 SF	1,517	11.67
Ceiling Finishes - Remove & Reinstall for Above Ceiling Work Not Shown	34,540 SF	150,824	4.37
Ceiling Finishes - Acoustic Baffles	1,549 LF	55,958	36.13
Ceiling Finishes - GWB Ceilings and Soffits	49 SF	735	15.00
Painting	45,925 SF	89,564	1.95
Total Interiors	34,670 SF	803,626	23.18
Equipment and Furnishings	34,670 SF		
Glass Marker Boards	12 EA	30,487	2,540.55
Corner Guards/Wall Protection	34,670 SF	9,546	0.28
Signage	1 LS	52,654	52,654.00



Systems Summary Report

Wellington Webb Building Workplace Consolidation

Project # 23.0025

April 04, 2023

Description	Quan Un	Total	\$/Un
Fire Extinguisher & Cabinets	4 EA	2,731	682.71
Movable Partitions	BY OWNER	-	
Residential Appliances	4 EA	7,080	1,770.00
Miscellaneous Specialties - Salvage of Remaining Equipment	1 LS	7,869	7,869.15
Window Treatments	1 EA	135	135.00
Millwork - Cabinets & Counters	1 LS	93,556	93,555.53
Noncom Wood Blocking	164 SF	1,621	9.89
Total Equipment and Furnishings	34,670 SF	205,679	5.93

Mechanical		34,670 SF	
Mechanical	1 LS	80,294	80,294.35
Mechanical R&R Devices at R&R Ceilings Not Shown on RCP	1 LS	262,235	262,235.40
Plumbing	1 LS	92,320	92,320.34
Testing, Adjusting and Balancing	1 LS	26,995	26,994.94
Fire Protection - Add/Relocate Heads	1 LS	24,614	24,614.00
Fire Protection - Temporarily Turn Heads Upright During Construction	1 LS	119,815	119,815.00
Total Mechanical	34,670 SF	606,274	17.49

Electrical		34,670 SF	
Electrical - Power	1 LS	330,652	330,652.48
Electrical - Lighting	1 LS	47,754	47,754.00
Electrical - Lighting R&R at R&R Ceilings	1 LS	71,508	71,508.00
Fire Alarm and Detection	1 LS	49,102	49,102.00
Fire Alarm and Detection R&R at R&R Ceilings	1 LS	7,839	7,839.00
Tele/Data	1 LS	224,643	224,643.19
White Noise	1 LS	6,000	6,000.00
Security (none shown 10th FLR)		-	
Security R&R at R&R Ceilings	1 LS	4,532	4,532.00
Total Electrical	34,670 SF	742,031	21.40

Selective Demolition		34,670 SF	
Demo Interiors	34,670 SF	127,473	3.68
Temporary Partitions	1 LS	37,201	37,201.28
Total Selective Demolition	34,670 SF	164,674	4.75

Allowances		1 LS	
After Hours Work	1 LS	25,000	25,000.00
Patch Existing Fireproofing	1 LS	50,000	50,000.00
Upgrade Existing Drywall Partitions to Meet Current Code	1 LS	16,000	16,000.00
Patch of Existing Partitions to Remain	1 LS	90,000	90,000.00
Repair/Replace Existing Acoustical Ceiling Grid and Tile	1 LS	105,000	105,000.00



Systems Summary Report

Wellington Webb Building Workplace Consolidation

Project # 23.0025

April 04, 2023

Description	Quan Un	Total	\$/Un
Floor Repair/Leveling of Existing Concrete	1 LS	165,000	165,000.00
Relocate Existing Mechanical, Plumbing, Fire, Electrical or Low Voltage Work	1 LS	45,000	45,000.00
Cleaning of Existing Ductwork	1 LS	45,000	45,000.00
Replacement of Light Fixtures	1 LS	50,000	50,000.00
Resupport of Existing Conduit	1 LS	20,000	20,000.00
Total Allowances	1 LS	611,000	611,000.00
Total Level 10	34,670 SF	3,194,283	92.13
Level 11	23,185 SF		
Structure	23,185 SF		
Misc Support for Demountable Partitions	NIC	-	
Fireproofing Structure	23,185 SF	10,311	0.44
Total Structure	23,185 SF	10,311	0.44
Exteriors	23,185 SF		
Exterior Glazing & Aluminum Metal Panels - Remove & Reinstall	1 LS	30,956	30,955.85
Temporary Protection - Exterior Window Openings	1 LS	16,533	16,532.92
Total Exteriors	23,185 SF	47,489	2.05
Interiors	23,185 SF		
Internal Partition P1-4 Non-rated	98 SF	1,568	16.00
Half Height Partition w/Steel Support	18 SF	975	54.18
Single Wood Doors	3 EA	9,273	3,090.96
Unload/Handle/Distribute Doors/Frames/Hardware	3 EA	1,233	411.05
Interior Windows Sidelites and Transoms	75 SF	1,875	25.00
Wall Finishes - Patch Gyp Board Sheathing at Perimeter	21,280 SF	125,446	5.90
Wall Finishes - Ceramic Tile	109 SF	3,352	30.75
Wall Finishes - Acoustic Panels	415 SF	23,727	57.17
Floor Finishes - Carpet CPT-01	14,816 SF	113,150	7.64
Floor Finishes - Carpet CPT-02	4,000 SF	30,665	7.67
Floor Finishes - Carpet CPT-03	506 SF	3,847	7.60
Floor Finishes - Carpet CPT-04	577 SF	4,387	7.60
Floor Finishes - Carpet CPT-05	121 SF	779	6.44
Floor Finishes - Carpet CPT-06	493 SF	3,174	6.44
Floor Finishes - Carpet CPT-07	1,435 SF	10,910	7.60
Floor Finishes - Wall Base RB01&02	3,126 LF	5,939	1.90
Floor Finishes - Wall Base SS-01	26 LF	436	16.75
Floor Finishes - Resilient RF-01	293 SF	4,282	14.61
Floor Finishes - Resilient RF-02	134 SF	2,439	18.20
Floor Finishes - Temporary Protection	1 LS	13,819	13,818.51
Ceiling Finishes - Acoustical Ceiling Tile	1,230 SF	4,847	3.94



Systems Summary Report

Wellington Webb Building Workplace Consolidation

Project # 23.0025

April 04, 2023

Description	Quan Un	Total	\$/Un
Ceiling Finishes - Remove & Reinstall for Above Ceiling Work Not Shown	10,955 SF	109,674	10.01
Ceiling Finishes - Acoustic Baffles	746 LF	25,891	34.71
Ceiling Finishes - GWB Ceilings and Soffits	77 SF	1,155	15.00
Painting	29,697 SF	59,166	1.99
Total Interiors	23,185 SF	562,009	24.24
Equipment and Furnishings		23,185 SF	
Glass Marker Boards	2 EA	5,081	2,540.55
Corner Guards/Wall Protection	23,185 SF	8,262	0.36
Signage	1 LS	51,508	51,508.00
Fire Extinguisher & Cabinets	2 EA	1,365	682.71
Movable Partitions	BY OWNER	-	
Residential Appliances	2 EA	3,540	1,770.00
Miscellaneous Specialties - Salvage of Remaining Equipment	1 LS	7,869	7,869.15
Window Treatments	2 EA	270	135.00
Millwork - Cabinets & Counters	1 LS	64,856	64,856.22
Noncom Wood Blocking	162 SF	1,582	9.76
Total Equipment and Furnishings	23,185 SF	144,334	6.23
Mechanical		23,185 SF	
Mechanical	1 LS	85,403	85,402.84
Mechanical R&R Devices at R&R Ceilings Not Shown on RCP	1 LS	166,687	166,687.36
Plumbing	1 LS	41,144	41,144.04
Testing, Adjusting and Balancing	1 LS	17,160	17,159.59
Fire Protection - Add/Relocate Heads	1 LS	21,329	21,329.00
Fire Protection - Temporarily Turn Heads Upright During Construction	1 LS	85,857	85,857.00
Total Mechanical	23,185 SF	417,580	18.01
Electrical		23,185 SF	
Electrical - Power	1 LS	230,543	230,543.48
Electrical - Lighting	1 LS	32,795	32,795.00
Electrical - Lighting R&R at R&R Ceilings	1 LS	45,453	45,453.00
Fire Alarm and Detection	1 LS	40,026	40,026.00
Fire Alarm and Detection R&R at R&R Ceilings	1 LS	4,982	4,982.00
Tele/Data	1 LS	155,311	155,310.73
White Noise	1 LS	6,000	6,000.00
Security	1 LS	5,752	5,751.95
Security R&R at R&R Ceilings	1 LS	4,532	4,532.00
Total Electrical	23,185 SF	525,394	22.66



Systems Summary Report

Wellington Webb Building
Workplace Consolidation

Project # 23.0025

April 04, 2023

Description	Quan Un	Total	\$/Un
Selective Demolition	23,185 SF		
Demo Interiors	23,185 SF	125,551	5.42
Temporary Partitions	1 LS	37,201	37,201.28
Total Selective Demolition	23,185 SF	162,752	7.02
Allowances	1 LS		
After Hours Work	1 LS	25,000	25,000.00
Patch Existing Fireproofing	1 LS	50,000	50,000.00
Upgrade Existing Drywall Partitions to Meet Current Code	1 LS	16,000	16,000.00
Patch of Existing Partitions to Remain	1 LS	60,000	60,000.00
Repair/Replace Existing Acoustical Ceiling Grid and Tile	1 LS	35,000	35,000.00
Floor Repair/Leveling of Existing Concrete	1 LS	165,000	165,000.00
Relocate Existing Mechanical, Plumbing, Fire, Electrical or Low Voltage Work	1 LS	45,000	45,000.00
Cleaning of Existing Ductwork	1 LS	45,000	45,000.00
Replacement of Light Fixtures	1 LS	50,000	50,000.00
Resupport of Existing Conduit	1 LS	20,000	20,000.00
Total Allowances	1 LS	511,000	511,000.00
Total Level 11	23,185 SF	2,380,868	102.69
Total Direct Cost	427,100 SF	45,447,870	106.41

Wellington Webb Building Reno

1. Main Schedule

Planned by Asta Powerproject

Printed: 4/4/2023

Line	Name	DUR	Start	Finish	2023												2024												2025												2026											
					F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N		
1	PRECONSTRUCTION	176d	1/30/2023	10/6/2023	PRECONSTRUCTION																																															
2	NTP	1d	1/30/2023 *	1/30/2023	NTP																																															
3	Design Documents Complete	1d	2/3/2023	2/3/2023	Design Documents Complete																																															
4	GMP	18d	2/6/2023	3/1/2023	GMP																																															
5	100% Construction Documents	137d	2/6/2023	8/18/2023	100% Construction Documents																																															
6	GMP Review & Approval	10d	3/2/2023	3/15/2023	GMP Review & Approval																																															
7	City Council Approval	25d	3/16/2023	4/19/2023	City Council Approval																																															
8	GMP Confirmation / Bid Packages	30d	8/21/2023	10/2/2023	GMP Confirmation / Bid Packages																																															
9	Bid & Award Subcontractors	10d	9/25/2023	10/6/2023	Bid & Award Subcontractors																																															
10	PREPARATORY WORK	80d	8/21/2023	12/13/2023	PREPARATORY WORK																																															
11	PERMITS	80d	8/21/2023	12/13/2023	PERMITS																																															
12	Building Permit	80d	8/21/2023	12/13/2023	Building Permit																																															
13	CONSTRUCTION	509d	12/13/2023	12/15/2025	CONSTRUCTION																																															
14	Level 1	100d	12/13/2023	5/2/2024	Level 1																																															
15	Owner Furniture Move Out Complete	0d	12/13/2023	12/13/2023	Owner Furniture Move Out Complete																																															
16	Remove Window for Negative Air Machine	1d	12/14/2023	12/14/2023	Remove Window for Negative Air Machine																																															
17	Install Negative Air Machine	1d	12/15/2023	12/15/2023	Install Negative Air Machine																																															
18	Demo / Core Drill	10d	12/18/2023	1/2/2024	Demo / Core Drill																																															
19	Mechanical Rough	5d	1/3/2024	1/9/2024	Mechanical Rough																																															
20	Electrical Rough	10d	1/3/2024	1/16/2024	Electrical Rough																																															
21	Framing	2d	1/8/2024	1/9/2024	Framing																																															
22	Plumbing Rough	5d	1/10/2024	1/16/2024	Plumbing Rough																																															
23	Tele / Data / Low Volt Rough	10d	1/10/2024	1/23/2024	Tele / Data / Low Volt Rough																																															
24	In Wall MEP Rough	3d	1/10/2024	1/12/2024	In Wall MEP Rough																																															
25	In Wall Rough Inspection	1d	1/15/2024	1/15/2024	In Wall Rough Inspection																																															
26	Hang Sheetrock	2d	1/24/2024	1/25/2024	Hang Sheetrock																																															

Wellington Webb Building Reno

1. Main Schedule

Planned by Asta Powerproject

Printed: 4/4/2023

Line	Name	DUR	Start	Finish	2023												2024												2025												2026											
					F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N		
27	Tape & Finish	4d	1/26/2024	1/31/2024																																																
28	Prime & 1st Coat Paint	4d	2/1/2024	2/6/2024																																																
29	ACT Grid Ceiling	1d	2/6/2024	2/6/2024																																																
30	Baffle Ceilings - Magnetic / Suspended	4d	2/7/2024	2/12/2024																																																
31	Tile	4d	2/7/2024	2/12/2024																																																
32	Lights / GRDs / Fire Sprinkler Heads at Grid & Baffle Clgs	5d	2/13/2024	2/19/2024																																																
33	Above Ceiling Inspection	1d	2/20/2024	2/20/2024																																																
34	Drop Ceiling Tile	1d	2/21/2024	2/21/2024																																																
35	Casework / Countertops	3d	2/21/2024	2/23/2024																																																
36	Flooring / Base	5d	2/22/2024	2/28/2024																																																
37	Plumbing Fixtures	2d	2/26/2024	2/27/2024																																																
38	Hang Drs / Hdw	3d	2/27/2024	2/29/2024																																																
39	Wall Panels	2d	2/29/2024	3/1/2024																																																
40	Interior Glazing	2d	3/1/2024	3/4/2024																																																
41	Elec Trim	2d	3/1/2024	3/4/2024																																																
42	Final Paint	3d	3/5/2024	3/7/2024																																																
43	GHP Prepunch / Clean	5d	3/8/2024	3/14/2024																																																
44	Owner Furniture Move In / Casework	20d	3/15/2024	4/11/2024																																																
45	Elec / Data Connections to Furniture & Plumb Trim	20d	3/22/2024	4/18/2024																																																
46	Final Inspections / Punchlist	10d	4/19/2024	5/2/2024																																																
47	Level 2	129d	12/18/2023	6/18/2024																																																
48	Remove Window for Negative Air Machine	1d	12/18/2023	12/18/2023																																																
49	Install Negative Air Machine	1d	12/19/2023	12/19/2023																																																
50	Owner Furniture Move Out Complete	0d	1/9/2024	1/9/2024																																																
51	Demo / Core Drill	10d	1/10/2024	1/23/2024																																																
52	Mechanical Rough	10d	1/24/2024	2/6/2024																																																

Wellington Webb Building Reno

1. Main Schedule

Planned by Asta Powerproject

Printed: 4/4/2023

Line	Name	DUR	Start	Finish	2023												2024												2025												2026											
					F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N		
53	Electrical Rough	10d	1/24/2024	2/6/2024													█ Electrical Rough																																			
54	Tele / Data / Low Volt Rough	10d	1/31/2024	2/13/2024													█ Tele / Data / Low Volt Rough																																			
55	Framing	5d	1/31/2024	2/6/2024													█ Framing																																			
56	Plumbing Rough	5d	2/7/2024	2/13/2024													█ Plumbing Rough																																			
57	In Wall MEP Rough	6d	2/7/2024	2/14/2024													█ In Wall MEP Rough																																			
58	In Wall Rough Inspection	1d	2/15/2024	2/15/2024													█ In Wall Rough Inspection																																			
59	Hang Sheetrock	5d	2/16/2024	2/22/2024													█ Hang Sheetrock																																			
60	Tape & Finish	6d	2/23/2024	3/1/2024													█ Tape & Finish																																			
61	Prime & 1st Coat Paint	5d	3/4/2024	3/8/2024													█ Prime & 1st Coat Paint																																			
62	ACT Grid Ceiling	3d	3/6/2024	3/8/2024													█ ACT Grid Ceiling																																			
63	Baffle Ceilings - Magnetic / Suspended	10d	3/11/2024	3/22/2024													█ Baffle Ceilings - Magnetic / Suspended																																			
64	Tile	5d	3/11/2024	3/15/2024													█ Tile																																			
65	Lights / GRDs / Fire Sprinkler Heads at Grid & Baffle Clgs	8d	3/18/2024	3/27/2024													█ Lights / GRDs / Fire Sprinkler Heads at Grid & Baffle Clgs																																			
66	Above Ceiling Inspection	1d	3/28/2024	3/28/2024													█ Above Ceiling Inspection																																			
67	Drop Ceiling Tile	1d	3/29/2024	3/29/2024													█ Drop Ceiling Tile																																			
68	Casework / Countertops	5d	3/29/2024	4/4/2024													█ Casework / Countertops																																			
69	Flooring / Base	10d	4/1/2024	4/12/2024													█ Flooring / Base																																			
70	Plumbing Fixtures	3d	4/5/2024	4/9/2024													█ Plumbing Fixtures																																			
71	Hang Drs / Hdw	5d	4/9/2024	4/15/2024													█ Hang Drs / Hdw																																			
72	Wall Panels	3d	4/15/2024	4/17/2024													█ Wall Panels																																			
73	Interior Glazing	3d	4/16/2024	4/18/2024													█ Interior Glazing																																			
74	Elec Trim	2d	4/17/2024	4/18/2024													█ Elec Trim																																			
75	Final Paint	4d	4/19/2024	4/24/2024													█ Final Paint																																			
76	GHP Prepunch / Clean	3d	4/25/2024	4/29/2024													█ GHP Prepunch / Clean																																			
77	Owner Furniture Move In / Casework	20d	4/30/2024	5/28/2024													█ Owner Furniture Move In / Casework																																			
78	Elec / Data Connections to Furniture & Plumb Trim	20d	5/7/2024	6/4/2024													█ Elec / Data Connections to Furniture & Plumb Trim																																			

Wellington Webb Building Reno

1. Main Schedule

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Line	Name	DUR	Start	Finish	2023												2024												2025												2026											
					F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N		
79	Final Inspections / Punchlist	10d	6/5/2024	6/18/2024	Final Inspections / Punchlist																																															
80	Level 3	145d	12/20/2023	7/16/2024	Level 3																																															
81	Remove Window for Negative Air Machine	1d	12/20/2023	12/20/2023	Remove Window for Negative Air Machine																																															
82	Install Negative Air Machine	1d	12/21/2023	12/21/2023	Install Negative Air Machine																																															
83	Owner Furniture Move Out Complete	0d	2/6/2024	2/6/2024	Owner Furniture Move Out Complete																																															
84	Demo / Core Drill	10d	2/7/2024	2/20/2024	Demo / Core Drill																																															
85	Mechanical Rough	10d	2/21/2024	3/5/2024	Mechanical Rough																																															
86	Electrical Rough	10d	2/21/2024	3/5/2024	Electrical Rough																																															
87	Tele / Data / Low Volt Rough	10d	2/28/2024	3/12/2024	Tele / Data / Low Volt Rough																																															
88	Framing	4d	2/28/2024	3/4/2024	Framing																																															
89	In Wall MEP Rough	6d	3/5/2024	3/12/2024	In Wall MEP Rough																																															
90	Plumbing Rough	5d	3/6/2024	3/12/2024	Plumbing Rough																																															
91	In Wall Rough Inspection	1d	3/13/2024	3/13/2024	In Wall Rough Inspection																																															
92	Hang Sheetrock	4d	3/14/2024	3/19/2024	Hang Sheetrock																																															
93	Tape & Finish	5d	3/20/2024	3/26/2024	Tape & Finish																																															
94	Prime & 1st Coat Paint	6d	3/27/2024	4/3/2024	Prime & 1st Coat Paint																																															
95	ACT Grid Ceiling	3d	4/1/2024	4/3/2024	ACT Grid Ceiling																																															
96	Baffle Ceilings - Magnetic / Suspended	10d	4/4/2024	4/17/2024	Baffle Ceilings - Magnetic / Suspended																																															
97	Tile	5d	4/4/2024	4/10/2024	Tile																																															
98	Lights / GRDs / Fire Sprinkler Heads at Grid & Baffle Clgs	8d	4/11/2024	4/22/2024	Lights / GRDs / Fire Sprinkler Heads at Grid & Baffle Clgs																																															
99	Above Ceiling Inspection	1d	4/23/2024	4/23/2024	Above Ceiling Inspection																																															
100	Drop Ceiling Tile	1d	4/24/2024	4/24/2024	Drop Ceiling Tile																																															
101	Casework / Countertops	5d	4/24/2024	4/30/2024	Casework / Countertops																																															
102	Flooring / Base	8d	4/25/2024	5/6/2024	Flooring / Base																																															
103	Plumbing Fixtures	3d	5/1/2024	5/3/2024	Plumbing Fixtures																																															
104	Hang Drs / Hdw	4d	5/2/2024	5/7/2024	Hang Drs / Hdw																																															

Wellington Webb Building Reno

1. Main Schedule

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Line	Name	DUR	Start	Finish	2023					2024					2025					2026																		
					F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N
131	Lights / GRDs / Fire Sprinkler Heads at Grid & Baffle Clgs	8d	5/13/2024	5/22/2024																																		
132	Above Ceiling Inspection	1d	5/23/2024	5/23/2024																																		
133	Drop Ceiling Tile	1d	5/24/2024	5/24/2024																																		
134	Casework / Countertops	5d	5/24/2024	5/31/2024																																		
135	Flooring / Base	8d	5/28/2024	6/6/2024																																		
136	Plumbing Fixtures	3d	6/3/2024	6/5/2024																																		
137	Hang Drs / Hdw	4d	6/4/2024	6/7/2024																																		
138	Wall Panels	3d	6/7/2024	6/11/2024																																		
139	Interior Glazing	3d	6/10/2024	6/12/2024																																		
140	Elec Trim	2d	6/11/2024	6/12/2024																																		
141	Final Paint	4d	6/13/2024	6/18/2024																																		
142	GHP Prepunch / Clean	5d	6/19/2024	6/25/2024																																		
143	Owner Furniture Move In / Casework	20d	6/26/2024	7/25/2024																																		
144	Elec / Data Connections to Furniture & Plumb Trim	20d	7/3/2024	8/1/2024																																		
145	Final Inspections / Punchlist	10d	8/2/2024	8/15/2024																																		
146	Level 9	114d	6/17/2024	11/26/2024																																		
147	Remove Window for Negative Air Machine	1d	6/17/2024	6/17/2024																																		
148	Install Negative Air Machine	1d	6/18/2024	6/18/2024																																		
149	Owner Furniture Move Out Complete	0d	6/18/2024	6/18/2024																																		
150	Demo / Core Drill	10d	6/19/2024	7/2/2024																																		
151	Mechanical Rough	10d	7/3/2024	7/18/2024																																		
152	Electrical Rough	10d	7/3/2024	7/18/2024																																		
153	Tele / Data / Low Volt Rough	10d	7/12/2024	7/25/2024																																		
154	Framing	4d	7/12/2024	7/17/2024																																		
155	In Wall MEP Rough	6d	7/18/2024	7/25/2024																																		
156	Plumbing Rough	5d	7/19/2024	7/25/2024																																		

Wellington Webb Building Reno

1. Main Schedule

Planned by Asta Powerproject

Printed: 4/4/2023

Line	Name	DUR	Start	Finish	Gantt Chart																																													
					2023												2024												2025								2026													
					F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N
209	Owner Furniture Move In / Casework	20d	11/6/2024	12/5/2024																																														
210	Elec / Data Connections to Furniture & Plumb Trim	20d	11/13/2024	12/12/2024																																														
211	Final Inspections / Punchlist	10d	12/13/2024	12/27/2024																																														
212	Level 11	147d	6/21/2024	1/22/2025																																														
213	Remove Window for Negative Air Machine	1d	6/21/2024	6/21/2024																																														
214	Install Negative Air Machine	1d	6/24/2024	6/24/2024																																														
215	Owner Furniture Move Out Complete	0d	8/15/2024	8/15/2024																																														
216	Demo / Core Drill	10d	8/16/2024	8/29/2024																																														
217	Mechanical Rough	10d	8/30/2024	9/13/2024																																														
218	Electrical Rough	10d	8/30/2024	9/13/2024																																														
219	Tele / Data / Low Volt Rough	10d	9/9/2024	9/20/2024																																														
220	Framing	5d	9/9/2024	9/13/2024																																														
221	Plumbing Rough	5d	9/16/2024	9/20/2024																																														
222	In Wall MEP Rough	6d	9/16/2024	9/23/2024																																														
223	In Wall Rough Inspection	1d	9/24/2024	9/24/2024																																														
224	Hang Sheetrock	5d	9/25/2024	10/1/2024																																														
225	Tape & Finish	6d	10/2/2024	10/9/2024																																														
226	Prime & 1st Coat Paint	5d	10/10/2024	10/16/2024																																														
227	ACT Grid Ceiling	3d	10/14/2024	10/16/2024																																														
228	Baffle Ceilings - Magnetic / Suspended	10d	10/17/2024	10/30/2024																																														
229	Tile	5d	10/17/2024	10/23/2024																																														
230	Lights / GRDs / Fire Sprinkler Heads at Grid & Baffle Clgs	8d	10/24/2024	11/4/2024																																														
231	Above Ceiling Inspection	1d	11/5/2024	11/5/2024																																														
232	Drop Ceiling Tile	1d	11/6/2024	11/6/2024																																														
233	Casework / Countertops	5d	11/6/2024	11/12/2024																																														
234	Flooring / Base	6d	11/7/2024	11/14/2024																																														

Wellington Webb Building Reno

1. Main Schedule

Planned by Asta Powerproject

Printed: 4/4/2023

Line	Name	DUR	Start	Finish	2023 2024 2025 2026																														
					F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A
261	Baffle Ceilings - Magnetic / Suspended	10d	3/25/2025	4/7/2025																													Baffle Ceilings - Magnetic / Suspended		
262	Tile	5d	3/25/2025	3/31/2025																													Tile		
263	Lights / GRDs / Fire Sprinkler Heads at Grid & Baffle Clgs	8d	4/1/2025	4/10/2025																													Lights / GRDs / Fire Sprinkler Heads at Grid & Baffle Clgs		
264	Above Ceiling Inspection	1d	4/11/2025	4/11/2025																													Above Ceiling Inspection		
265	Drop Ceiling Tile	1d	4/14/2025	4/14/2025																													Drop Ceiling Tile		
266	Casework / Countertops	5d	4/14/2025	4/18/2025																													Casework / Countertops		
267	Flooring / Base	10d	4/15/2025	4/28/2025																													Flooring / Base		
268	Plumbing Fixtures	3d	4/21/2025	4/23/2025																													Plumbing Fixtures		
269	Hang Drs / Hdw	5d	4/23/2025	4/29/2025																													Hang Drs / Hdw		
270	Wall Panels	3d	4/29/2025	5/1/2025																													Wall Panels		
271	Interior Glazing	3d	4/29/2025	5/1/2025																													Interior Glazing		
272	Elec Trim	2d	5/1/2025	5/2/2025																													Elec Trim		
273	Final Paint	4d	5/5/2025	5/8/2025																													Final Paint		
274	GHP Prepunch / Clean	3d	5/9/2025	5/13/2025																													GHP Prepunch / Clean		
275	Owner Furniture Move In / Casework	20d	5/14/2025	6/11/2025																													Owner Furniture Move In / Casework		
276	Elec / Data Connections to Furniture & Plumb Trim	20d	5/21/2025	6/18/2025																													Elec / Data Connections to Furniture & Plumb Trim		
277	Final Inspections / Punchlist	10d	6/19/2025	7/2/2025																													Final Inspections / Punchlist		
278	Level 7	122d	2/6/2025	7/29/2025																													Level 7		
279	Remove Window for Negative Air Machine	1d	2/6/2025	2/6/2025																													Remove Window for Negative Air Machine		
280	Install Negative Air Machine	1d	2/7/2025	2/7/2025																													Install Negative Air Machine		
281	Owner Furniture Move Out Complete	0d	2/19/2025	2/19/2025																													Owner Furniture Move Out Complete		
282	Demo / Core Drill	10d	2/20/2025	3/5/2025																													Demo / Core Drill		
283	Mechanical Rough	10d	3/6/2025	3/19/2025																													Mechanical Rough		
284	Electrical Rough	10d	3/6/2025	3/19/2025																													Electrical Rough		
285	Tele / Data / Low Volt Rough	10d	3/13/2025	3/26/2025																													Tele / Data / Low Volt Rough		
286	Framing	4d	3/13/2025	3/18/2025																													Framing		

Wellington Webb Building Reno

1. Main Schedule

Planned by Asta Powerproject

Printed: 4/4/2023

Line	Name	DUR	Start	Finish	2023												2024												2025												2026																																															
					F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N																																						
313	Install Negative Air Machine	1d	3/7/2025	3/7/2025																																																													3/7/2025												Install Negative Air Machine											
314	Owner Furniture Move Out Complete	0d	3/19/2025	3/19/2025																																																													3/19/2025												◆ Owner Furniture Move Out Complete											
315	Demo / Core Drill	10d	3/20/2025	4/2/2025																																																													3/20/2025												■ Demo / Core Drill											
316	Mechanical Rough	10d	4/3/2025	4/16/2025																																																													4/3/2025												■ Mechanical Rough											
317	Electrical Rough	10d	4/3/2025	4/16/2025																																																													4/3/2025												■ Electrical Rough											
318	Tele / Data / Low Volt Rough	10d	4/10/2025	4/23/2025																																																													4/10/2025												■ Tele / Data / Low Volt Rough											
319	Framing	4d	4/10/2025	4/15/2025																																																													4/10/2025												■ Framing											
320	In Wall MEP Rough	6d	4/16/2025	4/23/2025																																																													4/16/2025												■ In Wall MEP Rough											
321	Plumbing Rough	5d	4/17/2025	4/23/2025																																																													4/17/2025												■ Plumbing Rough											
322	In Wall Rough Inspection	1d	4/24/2025	4/24/2025																																																													4/24/2025												In Wall Rough Inspection											
323	Hang Sheetrock	4d	4/25/2025	4/30/2025																																																													4/25/2025												■ Hang Sheetrock											
324	Tape & Finish	5d	5/1/2025	5/7/2025																																																													5/1/2025												■ Tape & Finish											
325	Prime & 1st Coat Paint	6d	5/8/2025	5/15/2025																																																													5/8/2025												■ Prime & 1st Coat Paint											
326	ACT Grid Ceiling	3d	5/13/2025	5/15/2025																																																													5/13/2025												■ ACT Grid Ceiling											
327	Baffle Ceilings - Magnetic / Suspended	10d	5/16/2025	5/30/2025																																																													5/16/2025												■ Baffle Ceilings - Magnetic / Suspended											
328	Tile	5d	5/16/2025	5/22/2025																																																													5/16/2025												■ Tile											
329	Lights / GRDs / Fire Sprinkler Heads at Grid & Baffle Clgs	8d	5/23/2025	6/4/2025																																																													5/23/2025												■ Lights / GRDs / Fire Sprinkler Heads at Grid & Baffle Clgs											
330	Above Ceiling Inspection	1d	6/5/2025	6/5/2025																																																													6/5/2025												Above Ceiling Inspection											
331	Drop Ceiling Tile	1d	6/6/2025	6/6/2025																																																													6/6/2025												Drop Ceiling Tile											
332	Casework / Countertops	5d	6/6/2025	6/12/2025																																																													6/6/2025												■ Casework / Countertops											
333	Flooring / Base	8d	6/9/2025	6/18/2025																																																													6/9/2025												■ Flooring / Base											
334	Plumbing Fixtures	3d	6/13/2025	6/17/2025																																																													6/13/2025												■ Plumbing Fixtures											
335	Hang Drs / Hdw	4d	6/16/2025	6/19/2025																																																													6/16/2025												■ Hang Drs / Hdw											
336	Wall Panels	3d	6/19/2025	6/23/2025																																																													6/19/2025												■ Wall Panels											
337	Interior Glazing	3d	6/20/2025	6/24/2025																																																													6/20/2025												■ Interior Glazing											
338	Elec Trim	2d	6/23/2025	6/24/2025																																																													6/23/2025												Elec Trim											

Exhibit P
Contractor's GMP Proposal Summary

**SUMMARY**

April 4, 2023

Wellington Webb Building

Workplace Consolidation

Project #23.0025

**DD Guaranteed
Maximum Price****Remarks**

Description:		Total	Remarks
General Conditions	1 LS	2,897,273	
Execution Requirements	1 LS	1,927,689	
Level 01	26,160 SF	4,100,833	
Level 02	59,150 SF	5,759,679	
Level 03	49,750 SF	4,774,910	
Level 04	37,190 SF	3,757,012	
Level 05	42,190 SF	4,079,763	
Level 06	44,740 SF	4,344,352	
Level 07	36,920 SF	3,574,095	
Level 08	38,370 SF	4,268,189	
Level 09	34,670 SF	3,920,508	
Level 10	34,670 SF	3,522,174	
Level 11	23,185 SF	2,638,764	
Subtotal Direct Costs		\$ 49,565,242	
Building Permit	0.65%	322,174	
Plan Check Fee	50.00%	161,087	
Fire Department/Misc			
Permits	0.15%	74,348	
Use Tax	0.00%	-	N/A
		\$ 50,122,851	
Liability Insurance	0.85%	42,080	Included to \$50 million Per Cost Proposal
Builders Risk Insurance	0.13%	6,520	Included to \$50 million Per Cost Proposal
Performance and			
Payment Bond	0.45%	22,277	Included to \$50 million Per Cost Proposal
		\$ 50,193,728	
Design Contingency	3.00%	1,505,812	
Estimating Contingency	3.00%	1,505,812	
Bidding Contingency	1.09%	549,549	1% on Total
Construction Contingency	2.19%	1,099,098	2% on Total
		\$ 54,853,998	
Construction Fee		96,535	Included to \$50 million Per Cost Proposal
Subtotal		\$ 54,950,533	
Accepted Alternates		23,351,831	Alternate #s 3, 4, 7, 8b, and 9-14 per Proposal
DD Guaranteed Maximum Price		\$ 78,302,364	
Owner Contingency		14,000,000	
Max Total Contract Amount		\$ 92,302,364	
	SF	426,996	
	Cost per SF	216.17	

Exhibit Q
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/05/2023

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

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

PRODUCER USI Insurance Services, LLC P.O. Box 7050 Englewood, CO 80155 800 873-8500	CONTACT NAME: Sheila Bartlett PHONE (A/C, No, Ext): 800 873-8500 FAX (A/C, No): E-MAIL ADDRESS: den.contractors@usi.com														
INSURED Gerald H. Phipps, Inc. dba GH Phipps Construction Company 5995 Greenwood Plaza Blvd, Suite 100 Greenwood Village, CO 80111	<table border="1"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Arch Insurance Company</td> <td style="text-align: center;">11150</td> </tr> <tr> <td>INSURER B : XL Insurance America, Inc.</td> <td style="text-align: center;">24554</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Arch Insurance Company	11150	INSURER B : XL Insurance America, Inc.	24554	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Arch Insurance Company	11150														
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	ZAGLB9220106	10/01/2022	10/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	ZACAT9242206	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	ZAULP5207661	10/01/2022	10/01/2023	EACH OCCURRENCE \$3,000,000 AGGREGATE \$6,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	ZAWCI9389306	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Excess Liabi	X	X	US00121521LI22A	10/01/2022	10/01/2023	\$10,000,000 Ea Occur \$10,000,000 Aggregate


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

Excess Liability
 Insurer: Aspen Specialty Insurance Company
 Policy Number: CX00JDG22 Effective 10/01/2022 to 10/01/2023
 Limits: \$15,000,000 Each Occurrence \$15,000,000 Aggregate

 (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City & County of Denver 201 W. Colfax Denver, CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

DESCRIPTIONS (Continued from Page 1)

Excess Liability

Insurer: Columbia Casualty Company

Policy Number: FFX6043047219 Effective 10/01/2022 to 10/01/2023

Limits: \$10,000,000 Each Occurrence \$10,000,000 Aggregate

Pollution Liability and Professional Liability

Insurer: Berkley Assurance Company

Policy Number: PCADB50155881022 Effective: 10/01/2022 to 10/01/2023

Limits: \$5,000,000 Each Claim \$10,000,000 Aggregate, \$50,000 Retention

RE: Webb Building Consolidation Renovation.

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to City and County of Denver, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The General Liability and Automobile Liability policies contain a special endorsement with Primary and Noncontributory wording, when required by written contract. The General Liability, Automobile Liability and Workers Compensation and Pollution Liability policies include a Waiver of Subrogation endorsement in favor of the additional insureds as referenced above. Excess/Umbrella Liability follows form over General Liability, Auto Liability and Employers Liability.

Exhibit R
Self-Performed Work Letter



February 27, 2023

GH Phipps Construction Companies
5995 Greenwood Plaza Blvd., Suite 100
Greenwood Village, CO 80111-4710
303.571.5377 PHONE
303.629.7467 FAX
www.GHPhipps.com

Mr. Curt Winn / Mr. Danny Rowley
Senior Project Manager / Project Manager
City & County of Denver
Department of Transportation & Infrastructure | IPM - Infrastructure

Re: City and County of Denver
Welling Webb Building – Workplace Consolidation
GH Phipps Job #23.0025

Dear Curt / Danny:

Work we are able to self-perform on the project includes, but is not limited to the following:

- General Clean/Dust Control
- Sorting of Recyclable Materials
- Selective Demolition
- Temporary Partitions/Protection
- Safety Requirements
- Blocking/Plywood
- Door, Frame and Hardware Unload, Distribute, Installation
- Exterior Window Temporary Opening Protection
- Access Door Installation and Blocking
- Material Management
- Framing and Drywall
- Floor Protection
- Painting Touchup
- Salvage of “Left Over” Equipment/Furniture
- Coordination with Owner Vendors
- Field Verification/Coordination
- Coordination with Owner Commissioning Agent
- Stormwater Maintenance
- Paver Protection
- Pedestrian/Traffic Control/Flagmen
- Hoist/Forklift Operator(s)



Self-Perform Letter

Welling Webb Building – Workplace Consolidation

February 27, 2023

Page 2

If there are any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, consisting of a stylized 'K' followed by a horizontal line and a large, sweeping flourish that ends in a hook.

Kevin Mahoney
Vice President

cc: Mark Hawk, GH Phipps
Adam Tormohlen, GH Phipps

Exhibit S
Appropriation and Encumbrance Form



Authorization for Use of Progressive Encumbrance Form

Department of Infrastructure and Transportation
201 W. Colfax Avenue, Dept 506, Denver, CO 80202

Gerald H. Phipps, Inc
Authorization for Use of Progressive Encumbrance Form
Revision No. v1.0

Project Name: Webb Building Consolidation Renovation

Project Managers: Curt Winn, Danny Rowley

It is hereby mutually agreed that when this AUTHORIZATION FOR USE OF PROGRESSIVE ENCUMBRANCE FORM has been fully executed it provides notice that progressive encumbrance may be used for the above referenced Contract up to the Total Maximum Authorized Amount stated below.

This form must be approved prior to increasing the maximum Supplier Contract value in Workday.



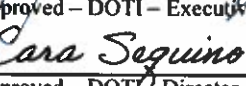
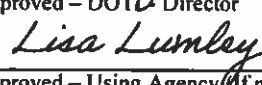
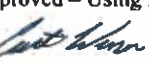
In the box below, please describe why Progressive Encumbrance is being requested for this contract, demonstrating that Progressive Encumbrance criteria have been met, and provide a brief summary of how the contract will be managed in relation to the use of Progressive Encumbrance. For each encumbrance request, please provide an anticipated date, a brief description of the work and the estimated value:

The intent of the Webb Building Consolidation Renovation project is to renovate the interior of the existing 12-story Wellington Webb municipal office building to consolidate staff utilization efficiencies, upgrade dated and worn-out finishes, meet current building codes, and meet necessary tech and ADA requirements. There are no exterior improvements anticipated in the scope of work.

The estimated value of the entire project is \$133,471,800. Of this total, \$92,302,364 is the guaranteed maximum price (GMP) of the general contractor's construction contract. The project is slated to go before City Council in June 2023, and upon approval is scheduled to begin construction in Q3 of 2023, with an anticipated completion date of Q4 of 2025.

The Webb Building Consolidation Renovation project will be using Certificate of Participation (COP) financing to fund the project. Due to the timeline for obtaining City Council approval to initiate the COP funding process, and the potential for project funding needs prior to the disbursement of COP funds, it was determined by the Department of Finance that the use of a progressive encumbrance was warranted. An available funding source has been identified that can be used, if needed, in the time prior to disbursement of COP funds. Any interim funds used would be paid back upon disbursement of the COP funds to the project.

Total Maximum Authorized Amount⁵ \$92,302,364.00 *(This amount is not the amount appropriated and encumbered.)*

Maximum Authorized Amount History		For Internal Use Only	
1. Initial Maximum Authorized Amount:	\$2,000,000.00		4-20-23 Date
2. Total changes approved to date: <i>(sum of all previously approved Authorization for Use of Progressive Encumbrance Forms)</i>	\$0	Approved – Department of Finance, Chief Financial Officer	
3. Total amount of previous Maximum Authorized Amount: <i>(1 + 2)</i>	\$0		4/19/2023 Date
Current Request			4-14-23 Date
4. Amount of current request: <i>(for initial request, same as 1 above)</i>	\$2,000,000.00	Approved – DOT Director	
			4/13/23 Date
5. Revised Total Maximum Authorized Amount: ↑ <i>(3 + 4) Current</i>	\$2,000,000.00	Approved – Using Agency (if non-DOTI)	
			4/13/23 Date
		Approved – Project Manager	