

CMGC CONSTRUCTION CONTRACT

THIS CMGC CONSTRUCTION CONTRACT (“Construction Contract” or “Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **FLATIRON DRAGADOS CONSTRUCTORS, INC.**, a Delaware corporation, with an address of 385 Interlocken Crescent Blvd, Suite 900, Broomfield, CO 80012 (the “Contractor” and referred to herein, together with the City, as the “Parties” or each individually as a “Party”).

RECITALS

1. The City wishes to provide a for the construction of the **Morrison Road Improvements** project located between Nevada Plaza and Sheridan Blvd. in Denver, Colorado, as well as required code and ADA improvements.

PROJECT NAME: MORRISON ROAD IMPROVEMENTS

CONTRACT CONTROL NO. 202684509
(the “PROJECT”)

2. In furtherance of the Project, the City has contracted with **Toole Design Group, LLC** (the “Designer” or “Design Consultant” or “Consultant Team”) to perform professional architectural and engineering design services for the programming and design of the Project.

3. Pursuant to Section 20-56 of the Denver Revised Municipal Code, the City commenced on May 14, 2024, and advertised for at least three (3) consecutive days, the City’s solicitation for qualification submissions from qualified contractors for the Project.

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

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

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

7. Based upon that ranking, the City and the Contractor entered into a Preconstruction Services Agreement, Contract No. 202475920, dated November 6, 2024, to perform preconstruction services.

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

9. Based on this performance, the Contractor is thoroughly informed about the Project and the Project design. Contractor has submitted and the City has accepted an Initial GMP Proposal (as hereinafter defined) for the Initial Construction Phase (as hereinafter defined) for the Project. The Parties anticipate revising this Agreement by written amendment to replace the Initial GMP Proposal with the addition of a Secondary GMP Proposal (as hereinafter defined) that will include all construction work, materials, equipment and services necessary to complete the entire Project (the “Work” or the “Scope of Work”).

10. As a consequence of the Project’s time limitations and in order to maintain the existing Project schedule, the Contractor and the City now desire to enter into this Construction Contract for a GMP for all of the Work necessary to complete the Project.

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

NOW THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual agreements hereinafter contained, and subject to the terms and conditions 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 Morrison Road Improvements, including all required code and ADA improvements, on and subject to the terms, conditions, limitations, and other requirements set forth in this Agreement.

1.1.1 The Project is located at the “**Project Site**” which includes the rehabilitation of Morrison Road and the addition of traffic calming and pedestrian amenities and enhancements from Nevada Pl. to east of Sheridan Blvd., including the construction of two pedestrian plazas at Newton St. and Osceola St., and the reconstruction of intersections along Morrison Road as envisioned by the 2017 Morrison Road Streetscape Implementation Plan and approved by Denver voters.

1.1.2 The specific details of the Project are more particularly set forth in the Contract Drawings and Technical Specifications.

1.1.3 Guaranteed Maximum Price (GMP) Work. The Initial GMP Proposal provides all necessary labor, materials and equipment necessary to complete the Work more particularly set out in the Contract Drawings, Technical Specifications and the Contractors Proposal for the Initial Construction Phase.

1.2 Guaranteed Maximum Price. The Project includes a guaranteed maximum price (the “GMP”) for the Initial Construction Phase (the “Initial GMP Proposal”). Contractor acknowledges that the construction Work for the Project will be delivered in two (2) phases consisting of (i) an initial phase of construction for the delivery of elements of the Project located generally on the southern half of Morrison Road from Sheridan Street to Stuart Street (the “Initial

Construction Phase”), and (ii) a second phase of construction for the full completion of the Project (the “Secondary Construction Phase”). Notwithstanding any term or provision of this Agreement to the contrary, this Agreement shall be deemed to cover only the Initial Construction Phase and the continuing effort to finalize an approved GMP for the Secondary Construction Phase of the Project. Upon final completion and approval of a GMP for the Secondary Construction Phase (the “Secondary GMP Proposal”), the Parties anticipate entering into an amendment to this Agreement (the “Phase 2 Amendment”), subject to City Council approval, to incorporate and reflect the Secondary GMP Proposal for the Secondary Construction Phase of the Project. As used herein, the terms “GMP” and “GMP Proposal” shall mean and refer to the final and approved “GMP” and “GMP Proposal” for the Initial Construction Phase unless and until a Phase 2 Amendment is executed by the Parties at which point the terms “GMP” and “GMP Proposal” shall mean and refer to the GMP and GMP Proposal for the entire Project, consisting of the Initial GMP Proposal and the Secondary GMP Proposal.

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 Proposal (RFP) dated May 14, 2024, and the Contractor’s Response to RFP Submittals dated June 20, 2024, and August 7, 2024. 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, may have evolved since the issuance of these documents and that some information presented may not be applicable to this Construction Contract or the Project.

1.4 Budget. The Contractor acknowledges and accepts that the Work must be completed within the amount set forth in the GMP Proposal. 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 amounts specified in the GMP Proposal.

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 the GMP Proposal, the Contractor understands, confirms and agrees that its responsibility under this CM/GC approach is to construct the Project in accordance with the Contract Documents. It is further understood and accepted that because the GMP may be based, in part, on incomplete Contract Drawings and Technical Specifications, the Contractor shall exercise reasonable care and its best diligence, efforts and judgment to determine the intent of the most recent Project Contract

Drawings and Technical Specifications, has or will have carefully considered this intent, both express and inferable, in calculating the GMP and has or will have based all of its GMP calculations on the Scope of Work, program and standards of workmanship, and quality of construction, equipment, materials and finishes that can be inferred from the most recent Contract Drawings and Technical Specifications and any documented Project expectations and/or requirements provided to the Contractor.

1.5.3 Subject to any allowances provided for in Section 1.6, the Contractor further acknowledges and agrees the GMP fully accounts for any risks associated with failing to consider the design intent reasonably inferable from the Contract Documents. The Contractor has documented in the basis of the GMP Proposal and provided or will provide to the City any and all clarifications regarding the design intent, including the intended level of quality of the Project. No GMP increase or extension of the Contract Time will be allowed to account for any assumption, exclusion and clarification the Contractor failed to document or for any other item of Work covered by the Contract Documents that the Contractor failed to account for in its GMP.

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

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

1.6.2 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the Project site, the Contractor's Fee at the rate specified in the GMP Proposal, and all required taxes, less applicable trade discounts, and all allocations of allowance funds shall be subject to the prior written approval of the Project Manager;

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 Contingency.

1.7.1 Construction Contingency Amount. The GMP will include a construction contingency in an amount equal to a lump sum of **ZERO Dollars (\$0.00)** for the entire scope of the GMP Work.

1.8 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 **Toole Design Group, 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.

1.9 User Agency. The “User Agency” as used herein shall mean the City agency currently responsible for the operation and maintenance of the Project. The User Agency is the City and County of Denver Department of Transportation and Infrastructure.

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

2.0 CONTRACT DOCUMENTS:

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

This CM/GC Construction Contract:

Advertisement of Notice of Invitation for Proposals, dated May 14, 2024 (incorporated herein by reference)

Request for Proposals (RFP), dated May 14, 2024 (incorporated by reference)

Contractor Response to RFP, dated June 20, 2024, and August 7, 2024 (incorporated by reference)

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

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

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

Workforce Requirements (attached as **Exhibit D**)

Preconstruction Services Agreement, dated November 6, 2024 (incorporated by reference as **Exhibit E**)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 Basis of the GMP Work Proposal;
- 2.2.5** the Technical Specifications;
- 2.2.6** the Contract Drawings; and
- 2.2.7** all other Exhibits, whether attached to this Construction Contract, incorporated by reference or later added by Change Order.

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

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

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

3.0 SCOPE OF WORK:

3.1 Completion Obligation. The Contractor shall execute the Project described in the Contract Documents, except to the extent specifically indicated in the Contract Documents as the responsibility of others. The Contractor agrees to commence and undertake the performance of the Work under this Construction Contract within ten (10) days of the date of issuance of a Notice to Proceed in substantially the form attached as **Exhibit J** and agrees to substantially complete said Work within the Contract Time and fully complete said Work in accordance with the Contract Documents.

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 E**. In order to expedite Project completion, the Parties entered into the Preconstruction Agreement to perform Preconstruction Services, in anticipation of the start of the Construction Phase of the Project. In accordance with the terms of the Preconstruction Agreement, compensation for the performance of such services is based on a lump sum fee for services. For the duration of this Construction Contract, the Contractor shall continue to perform any further Preconstruction Services required by the Project as part of its obligations under this Construction Contract as a Cost of the Work with no increase to the GMP.

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

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

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

3.3 Acknowledgement of Scope of Work. The Contractor expressly recognizes and acknowledges that this Project must be completed within the Contract Time set forth in Section 6.2 of this Construction Contract.

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

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

3.3.3 Also by execution of this Construction Contract, the Contractor represents that it has reviewed and is familiar with the City's general expectations and scheduling assumptions regarding the completion of the Project and opening of the completed facility

and that, given the Scope of Work, these scheduling assumptions are reasonable and achievable. The Contractor further represents that it will take into consideration and correlate these assumptions and constraints with the requirements of the Contract Documents and in the pricing of the Work, the GMP and the Contractor's Fee.

3.3.4 Finally, the Contractor represents that it has reviewed the Design Consultant agreements and the 90% Contract Drawings, accepts the terms and requirements thereof and affirmatively states that the Project, as expressed by the 90% Contract Drawings, including the Morrison Road Improvements South – CAP-1 Submittal, dated March 17, 2026, prepared by the Design Consultant, the Technical Specifications, and the Project requirements and constraints is a reasonable and constructible Project, incorporating a reasonable and workable delivery approach, schedule and budget.

4.0 RELATIONSHIP OF THE PARTIES:

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

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

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

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

4.5 City Delegation Of Authority. With reference to G.C. 212, CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Manager delegates to the City Engineer the authority necessary to undertake the responsibilities identified as the responsibilities of the Deputy Manager under this Construction Contract. The City Engineer shall identify and notify the

Contractor of the Project Manager with authority to handle the day-to-day administration of this Construction Contract.

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 City's Department of Transportation and Infrastructure ("**DOTI**"), 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 (3) 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 6.0.

6.2 Contract Time. The term "Contract Time" is defined as the total number of days between the date of the Notice to Proceed with Construction and **August 20, 2027**.

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 I**). 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 of this Contract. In the event that the Work is not Substantially Complete within the Contract 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 either the Contract 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 does not reach Substantial Completion within the Contract 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 not reach Substantial Completion after the Contract 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.

Liquidated Damages Table

Milestone: Substantial Completion / Amount Per Day: \$5,000.00

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

7.0 SUBCONTRACTS AND OTHER AGREEMENTS:

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

7.2 Self-Performed Work.

7.2.1 Upon prior written approval of the Project Manager, the Contractor may compete for designated Subcontractor or Supplier Work packages. Should the Contractor submit a proposal for any such package, such proposal shall be submitted directly to the Project Manager prior to any proposal deadline and prior to Contractor's receipt of any third-party proposals. All bid or selection requirements specified in the Contract Documents shall apply to proposal or bid opening and evaluation. The Project Manager shall review with the Contractor all bids submitted where the Contractor has submitted a bid and shall make the

final award after consultation with the Contractor. The City must approve any Self-Performed Work award to the Contractor. The Contractor shall perform for the Contractor's lump sum bid amount on the basis of a Stipulated Lump Sum Subcontract, which shall also be subject to City review and written approval of the Project Manager prior to commencement of any Self-Performed Work, but shall not be subject to the cost of work limitations of the Contract Documents.

7.2.2 Notwithstanding the bidding requirements set forth in Section 7.2.1, the Contractor shall submit to the City, a final Self Performed Work Proposal for the Scope of Work elements described in the Self Performed Work Proposal attached hereto as **Exhibit R**. Upon receipt of the final Self Performed Work Proposal, the Project Manager may, at the Project Manager's sole discretion, accept the proposal, reject the proposal or engage in further negotiations regarding this Work. If finally accepted by the Project Manager, the Work included in the final accepted Self Performed Work Proposal shall be incorporated and included in the GMP Proposal.

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

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

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

8.0 COMPENSATION:

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

8.1.1 Cost of wages paid for labor in the performance of the Work at the site or with the City's agreement at offsite workshops, which shall as a minimum be in accordance with the prevailing wage rates established by the City and County of Denver for construction projects, as set out in DRMC Section 20-76, and in effect at the time that the GMP is established. In the event the prevailing wage rates are increased in accordance with DRMC Section 20-76, on the anniversary date of this Construction Contract, these increases shall also be included as a cost of the work. Costs paid or incurred by the Contractor shall include actual wages for the Contractor's own personnel (including overtime premiums as

applicable), taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and for personnel not covered by such agreements, customary benefits and the Contractor's company policy such as sick leave, individual and dependent medical and health benefits, disability insurance, holidays, craft training fund, vacation, pension, and, as applicable, 401K contributions. The City and the Contractor agree that the wages and burden for the personnel referenced in this paragraph and paragraphs 8.1.17 and 8.1.18 shall be charged as a Cost of the Work at not less than the stipulated fixed rates set forth on Prevailing Wage Rate Schedule, attached as **Exhibit G**, or as appropriate charges at the stipulated fixed rates set forth on the Billing Rates for Salaried Personnel attached as **Exhibit P**.

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

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

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

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

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

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

8.1.8 Actual rental charges of all necessary machinery and equipment, exclusive of hand tools, used at the Site, whether rented from the Contractor (at rental rates approved by City and specified on **Exhibit O**) 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 O**.

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

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

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

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

8.1.13 Cost of removal of all debris from the Site.

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

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

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

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

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

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

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

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

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

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

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

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

8.1.27 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 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**" or "**Fee**") to be paid to the Contractor and included in the GMP for the Initial Construction Phase shall be a lump sum of **NINE HUNDRED SEVENTY-FOUR THOUSAND TWO HUNDRED EIGHTEEN and 69/100 Dollars (\$974,218.69)**, 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 **TWELVE MILLION ONE HUNDRED THIRTY-EIGHT THOUSAND SIXTY-SIX and 51/100 (\$12,138,066.51)** as the GMP for the Initial Construction Phase, for which the Contractor will perform all Work necessary to complete the Initial Construction Phase of 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 the Guaranteed Maximum Price and Basis of the GMP Proposal attached hereto as **Exhibit G**. The Parties specifically agree that the City shall not be subject to any cost, charge or fee under this Agreement that is not specified above.

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

8.6 **Construction Contract Amount and Funding.** In accordance with the terms of this Construction Contract, the maximum Construction Contract Amount to be paid by the City to the Contractor under this Agreement for the Initial Construction Phase shall not exceed **TWELVE MILLION ONE HUNDRED THIRTY-EIGHT THOUSAND SIXTY-SIX and 51/100 (\$12,138,066.51)**. The Contractor guarantees and warrants that the Initial Construction Phase of the Project will be completed by its performance hereunder for the GMP amount. In no event will the City's liability exceed the maximum Construction Contract Amount, as adjusted by duly authorized change order in accordance with this Construction Contract. The parties specifically

agree that any performance by the Contractor hereunder shall not subject the City to any cost, charge or fee not specified above.

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

10.0 ADDITIONAL PROVISIONS:

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

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 the Contract Documents. .

10.2.1 General Conditions: Contractor agrees to secure, at or before the time of execution of this Construction Contract, the following insurance covering all operations, goods or services provided pursuant to this Construction Contract. Contractor shall keep the required insurance coverage in force at all times during the term of the Construction Contract, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Construction Contract. 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 Construction Contract. Such notice shall reference the City contract number listed on the signature page of this Construction Contract. 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 Construction Contract 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 Construction Contract.

10.2.2 Proof of Insurance: Contractor may not commence services or work relating to the Construction Contract prior to placement of coverages required under this Construction Contract. Contractor certifies that the certificate of insurance attached as **Exhibit S**, preferably an ACORD form, complies with all insurance requirements of this Construction Contract. 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 Construction Contract shall not act as a waiver of Contractor's breach of this Construction Contract or of any of the City's rights or remedies under this Construction Contract. 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.

10.2.4 Waiver of Subrogation: For all coverages required under this Construction Contract, 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 Construction Contract 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 \$5,000,000 for each bodily injury and property damage occurrence, \$5,000,000 products and completed operations aggregate (if applicable), and \$10,000,000 policy aggregate. An umbrella/excess liability policy may be procured to meet the requirements of the Commercial General Liability Insurance limits.

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 Construction Contract. 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 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.

10.2.10 Excess/Umbrella Liability: Contractor shall maintain excess liability limits of \$5,000,000.00. 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.

10.2.11 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 Additional Provisions:

10.2.12.1 For claims-made coverage: The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

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

10.3 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 and Women-Owned Business Enterprise Requirements. This Construction Contract is subject to all applicable provisions of Divisions 1 and 3 of Article III, of Chapter 28, Denver Revised Municipal Code (DRMC), designated as Sections 28-31 – 29-36 and 28-52 – 28-90 DRMC (referred to in this Construction Contract as the “**MWBE Ordinance**”). In accordance with the requirements of the MWBE Ordinance, the Contractor is committed to, at a minimum, meet the participation goal of **Twenty-One Percent (21%)** established for this Project utilizing properly certified MWBE subcontractors and suppliers. In addition to the applicable provisions of the MWBE Ordinance, the Contractor agrees, as an express condition of its performance hereunder, to comply with the requirements of any approved MWBE Utilization Plan (the “**MWBE Utilization Plan**”). Such plan shall, at a minimum, include a narrative regarding compliance with the goal; a list of committed MWBE participants along with dollar and percent participation for each evidencing compliance with the overall goal, and fully executed letters of intent for each listed participant, all in a form satisfactory to the City. Without limiting the general applicability of the foregoing, the Contractor acknowledges its continuing duty, pursuant to Sections 28-72, 28-73 and 28-75 DRMC and the MWBE Program, to meet and maintain throughout the duration of this Construction Contract its participation and compliance commitments and to ensure that all Subcontractors subject to the MWBE Ordinance or the M/WBE Program also maintain such commitments and compliance. Failure to comply with these requirements may result, at the discretion of the Director of the Division of Small Business Opportunity (“**DSBO**”), in the imposition of sanctions against the Contractor in accordance with Section 28-77, DRMC Nothing

contained in this Paragraph or in the referenced City ordinance shall negate the City's right to prior approval of Subcontractors, or substitutes therefore, under this Construction Contract.

10.5 Compliance with Wage Rate Requirements. In performance of all Work hereunder, the Contractor agrees to comply with and be bound by all requirements and conditions of the City's Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, DRMC, including but not limited to all Construction Contract anniversary date wage rate adjustments, and any determinations made by the City pursuant thereto. In accordance with Section 20-76(b), DRMC, the prevailing wage rate schedule applicable to this Construction Contract shall be the most current schedule available at the time the Contractor executes this Construction Contract and such schedule is attached hereto and incorporated herein as **Exhibit G**. For purposes of establishing a date for prevailing wage rate anniversary adjustments the contract date should be the date of the attached wage rate schedule (**Exhibit G**).

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

10.7 Compliance with Workforce Requirements. In the performance of all Work hereunder, the Contractor shall be subject to and comply with all terms and requirements set forth in the Workforce Requirements document attached hereto and incorporated herein as **Exhibit D**.

10.8 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.

10.9 Appropriation. Notwithstanding any other term, provision, or condition herein, all payment obligations under this Construction Contract shall be limited to the funds appropriated or otherwise made available by the Denver City Council and paid into the Treasury of the City. As of the date of this Construction Contract, the full GMP amount has been appropriated for this Construction Contract. The Manager of DOTI, upon reasonable written request, will advise the Contractor in writing of the total amount of appropriated and encumbered funds that are or remain available for payment to the Contractor. The issuance of any form of order or directive by the City

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

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

10.12 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.

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

10.14 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.

10.15 Proprietary or Confidential Information.

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

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

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

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

10.18 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:

Flatiron Dragados Constructors, Inc.
385 Interlocken Crescent Blvd, Suite 900
Broomfield, CO 80012

If to the City:

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

With a copy to:

City Attorney
City and County of Denver
201 West Colfax, Department 1207
Denver, Colorado 80202

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

10.20 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.

10.21 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.

10.22 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.

10.23 Electronic Signatures and Electronic Records. The Contractor consents to the use of electronic signatures by the City. The Construction Contract, 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 Construction Contract 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 Construction Contract in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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Contract Control Number: DOTI-202684509-00
Contractor Name: Flatiron Dragados Constructors, 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-202684509-00
Flatiron Dragados Constructors, Inc.

Signed by:
By: Grant Johns
8AB8A2D2BC6E4E5...

Name: Grant Johns
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

Signed by:
By: Lisa Zigler
954D5694ACD284A7...

Name: Lisa Zigler
(please print)

Title: VP, Divisional Finance
(please print)

EXHIBIT A
GENERAL CONTRACT CONDITIONS
INCORPORATED BY REFERENCE

**General Contract Conditions
2011 Edition**

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

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EXHIBIT B
SPECIAL CONTRACT CONDITIONS

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 2011 Edition).

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

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

Building Code of the City and County of Denver

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

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

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

<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, CO 80223

SC-2 CITY DELEGATION OF AUTHORITY

With reference to General Contract Condition 109, DEPUTY MANAGER, General Contract Condition 204, MANAGER OF PUBLIC WORKS and General Contract Condition 212, CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Manager hereby designates the City Engineer as the City official responsible for those certain actions and decisions designated as the responsibility of the Deputy Manager under the General Conditions and delegates to the City Engineer the authority necessary to undertake those responsibilities under this Contract. The City Engineer shall have supervisory responsibility over the Project Manager. Additionally, Contractor questions concerning the Plans and Technical Specifications shall be directed to the Project Manager.

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:

The "Contract Time" is the time specified in the Contract within which the Contractor is required to achieve Substantial Completion of the Work. Substantial Completion shall occur prior to Final

Completion. The Contract Time and the date for Substantial Completion are set forth in Section 6.2 of the Construction Contract.

SC-7 DEPUTY MANAGER/CITY ENGINEER

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

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

SC-8 SUBCONTRACTOR

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

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

SC-9 WORK

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

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

SC-10 WORKING HOURS AND SCHEDULE

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

1. Work shall normally not be done on Saturdays, Sundays, City observed holidays, or outside of the daytime working hours which may be specified in the Special Conditions, except for such work as may be necessary for proper care, maintenance, and protection of Work already done, or in cases when the Work would be endangered or when hazard to life or property would result. The Contractor shall comply with Denver's noise control ordinance during all working hours.
- 2.. If the Contractor believes it may be necessary to work on Saturdays, Sundays, holidays, city furlough days, or at night, the Contractor shall make prior arrangements with the Project Manager and receive written approval at least twenty-four (24) hours before such work period so that proper inspection and engineering services can be provided. Such approval may be revoked by the Project Manager if the Contractor fails to maintain adequate equipment and lighting at night for the proper prosecution, control and inspection of the Work. If Work is done outside of approved working hours, and the Project Manager has not assigned inspectors to the Work, the Work performed during those periods of time may be declared defective solely on the grounds that it was not properly inspected.

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

SC-11 SUBCONTRACTOR ACCEPTANCE

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

1. Except as provided in the City's Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE), or Minority and Women Business Enterprise (M/WBE) contracting requirements, the City recognizes that prior to bidding, the bidder may not have been able to negotiate for all portions of the Work which the bidder proposes to subcontract. The City will, therefore, permit the successful bidder to propose additional Subcontractor(s) at any time during the Contract period provided, however, that any limitation on subcontracting has not been exceeded, and that all such SBE, DBE, or M/WBE requirements are adhered to, including, if applicable, the Contractor's SBE or M/WBE 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.
3. The Contractor shall submit a statement signed by an officer or principal of the Contractor certifying that the Contractor has investigated the qualifications and background of each proposed Subcontractor and certifying under oath that, to the best of his or her knowledge, none of the bases for rejection listed above exist. In lieu of this certification, the Contractor may identify, for each proposed Subcontractor, any of the issues listed above applicable to that Subcontractor and attach to that statement a list of all judicial and administrative proceedings in the last five (5) years in which any proposed Subcontractor is or was a party, the proceedings involving any of the issues listed above or in which any proposed Subcontractor filed for bankruptcy.
4. This Title 5 does not create, and shall not be interpreted as creating, any contractual relationship or privity of contract between the City and any Subcontractor. The acceptance or rejection of a proposed Subcontractor shall not create in that Subcontractor a right to any subcontract nor shall said acceptance or rejection relieve the Contractor of its responsibilities for the work of any Subcontractor.

SC-12 PROGRESS PAYMENTS FOR WORK ORDERS: 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 the Project Manager assigned to each Work Order.

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

Starting with the second payment application, the payment applications shall be accompanied by a completed Contractors' Certification of Payment Form (CCP), listing all first tier subcontractors and suppliers and all certified subcontractors or suppliers that are listed for participation towards any assigned SMWDBE program goal. The final payment application must be accompanied by an executed Final/Partial Release and Certification of Payment Form and Certificate of Contract Release Form from the Contractor.

SC-13 [INTENTIONALLY OMITTED]

SC-14 APPLICATIONS FOR PAYMENT

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

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

for and are being paid for only the value of materials and services delivered and performed upon or incurred for the Project and that the Subcontractors and/or Suppliers are not over-billing for the effort performed. The Contractor shall, prior to or with the submission of each application for payment, furnish to the City proper evidence accounting for the distribution to Subcontractors and/or Suppliers of funds received under prior applications together with proper releases and waiver, in form and content acceptable to the City, obtained in connection therewith.

7. If the Contractor disputes a Subcontractor's or Supplier's entitlement to a portion of the previous progress payment, the Contractor shall submit to the City copies of any written communication from the Contractor to such Subcontractor or Supplier explaining the Contractor's determination not to render payment to such Subcontractor or Supplier, together with proof of service of such written communication upon such Subcontractor or Supplier.
8. Each application for payment shall be signed. Such signed application for payment shall constitute a representation by the Contractor to the City that the Work has progressed to the point indicated; that the quality of the Work covered by the estimate is in accordance with the Contract Documents; that each obligation covered by the payment application has been properly incurred, is a proper charge and has not been the basis of any previous application (except as otherwise noted); that the money received as a result of the application will be used to discharge the Contractor's obligations under the Contract; and that the Contractor is entitled to payment in the amount requested. The Project Manager or the Design Consultant, as appropriate, must also verify and certify the estimate of Work completed prior to any acceptance by the City.
9. By submitting an application for payment, the Contractor warrants that: (i) the title to the Work covered by an application for payment will pass to the City upon receipt of payment by the Contractor; (ii) the Work covered by previous payment applications is free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens", except for any interest created by retainage; and (iii) no Work covered by an application for payment is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or any other person or entity.
10. The Contractor shall not include in its application for payment any billing for defective Work or for work performed by Subcontractors or Suppliers if it does not intend to pay the Subcontractors or Suppliers for such work.
11. Approval of an application for payment of Work completed or actual payment by the City shall not foreclose the right of the City to examine the books and records of the Contractor to determine the correctness and accuracy of any item.
12. Should the City decline or fail to approve for payment any items of the Contractor's Fee, the Cost of the Work, or any other item shown on an application for payment, the City shall notify the Contractor in writing, setting forth the reasons for such action. The City shall pay that portion of each payment application which is not disapproved in writing by the City.
13. No progress payment or partial or entire use or occupancy of the Project by the City shall constitute an acceptance of Work not in accordance with the Contract Documents.

SC-15 DISCOUNTS, REBATES AND REFUNDS

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

SC-16 ADJUSTMENT OF CONTRACT AMOUNT

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

1. Contract Amount Adjustments. All adjustments to the Contract Amount shall be determined by using one or more of the following methods:
 - A. A negotiated lump sum. If requested by the City, the Contractor shall promptly provide itemized and sufficient substantiating data, including calculations, measurements, cost records, production rates, equipment types and capacity, labor costs by craft and other information which the City may reasonably require the Contractor to produce in order to permit the City to evaluate any lump sum Contractor Change Request. In pricing such proposals, the Contractor shall include estimates of the type of costs described in G.C. 1104.2.
 - B. Unit prices (as stated in the Contract Documents or subsequently agreed upon) multiplied by final verified quantities of work performed;
 - C. Costs as determined in a manner previously agreed upon by the parties, which include markups, that do not exceed those set forth in G.C. 1104.2 below; or
 - D. Time and Material costs as determined in the manner described in G.C. 1104.2, Calculation of the Contract Adjustment. These amounts may be reduced where necessary to take into account the cost of Base Contract Work, Work included in approved Change Orders, Work described in other Field Order/Change Directives, idle time for workers and/or equipment when Work could have been performed in other locations or when the number of workers or amount of equipment provided exceeded the number or amount required to perform the Work, unsatisfactory Work, or Work which may be or was performed concurrently with the changed Work and which cannot be easily segregated from the changed Work .
2. Calculation of the Contract Adjustment. In no event shall the charge or credit to the City associated with any change exceed the sum of the following:
 - A. Direct Labor The actual net, direct increase or decrease in the cost of the Contractor's labor. Such cost shall include only the cost associated with the workers who actually perform the changed Work. The cost of supervision, management and field or office overhead shall not be included or calculated as a direct labor cost. For shop work, the direct labor cost shall include only those workers who work directly on the item being manufactured or the actual operators of the equipment being used to handle the items being manufactured.

- B. Labor Burden. Contractor's actual costs for worker's compensation and liability insurance, payroll taxes, social security and employees' fringe benefits (including employer paid health insurance) imposed on the basis of payrolls. This burden must reflect the variability of some burdens, ie social security. The burden shall be itemized and include all small tools and miscellaneous supplies. The total labor burden for such small tools shall not exceed two percent (2%) of the Direct Labor cost.

- C. Direct Material, Supplies, Installed Equipment. The actual net, direct cost of materials, supplies and equipment incorporated into or consumed by the Work. If actual costs are not available, this cost shall be the lowest commercially available price including all discounts and rebates and all applicable taxes. Such cost shall be based on buying the material, supplies and equipment in the largest practical quantity to receive quantity discounts.

- D. Equipment Costs. Without markup or operator, the lesser of (i) the actual net cost to the Contractor of owned or rented equipment, other than small tools; or (ii) the rental rate for such equipment as determined by using the following method(s):
 - (1) Equipment rental rates listed in the appropriate rental rate book currently in use by the Colorado Department of Transportation. If an item of equipment does not appear in the rental rate book currently in use by the Colorado Department of Transportation, the rental rates published by the Associated Equipment Dealers may be used as a basis for negotiating a rental rate for a particular piece of equipment. The Contractor shall provide all information necessary to determine the appropriate rental rate at the time the equipment is brought on the job. This shall include, but not be limited to, type, description, make, year, model, series, serial number, fuel type, transmission, wheel combination, GVW, capacity and equipment owner.
 - (2) Rental equipment costs shall be determined using actual invoiced rates, less all discounts for basic equipment rental.
 - (3) Mobilization/demobilization costs will be paid if the equipment is mobilized exclusively for Work described in a Change Order. If the equipment is also used on Base Contract Work, no mobilization or demobilization cost will be paid. Mobilization/demobilization costs will be based on using the least expensive means to mobilize or demobilize Equipment shall be obtained from the nearest available source. When the least expensive methods are used, the costs shown in the actual invoice will be the basis for pricing.

- E. Mark Up For Overhead and Profit.
 - (1) The Contractor's Fee on the calculated change of Cost of Work shall be the only amount added to such calculated cost of Work to as markup and profit to the Contractor, including any fee on applicable Work self-performed by the Contractor.
 - (2) A Subcontractor of any tier who actually performs the Work shall be entitled to a markup of ten percent (10%) 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 thirteen percent (13%).

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

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

4. No Equitable Adjustment for Obstruction by Contractor. No equitable adjustment shall be made as a result of costs resulting from any act, hindrance, obstacle, obstruction, interference or omission of the Contractor, its Subcontractors, Suppliers, or surety, or any other entity or individual acting on behalf of the Contractor.

5. Calculation of Certain Equitable Adjustments.

A. In case of delay in completion of the entire Contract due to drawings, designs or specifications which are defective and for which the City is responsible, the equitable adjustment for delays or costs incurred prior to notification to the City of such defect shall only include the extra cost and time reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect.

B. An equitable adjustment shall not include increased costs for delay resulting from the Contractor's failure to continue performance during determination of any Contractor Change Request or claim.

6. Price Reductions for Defective Cost or Pricing Data. If it is later determined that pricing adjustments to the Contract were not correct due to incomplete or inaccurate pricing data by the Contractor or any Subcontractor or Supplier or that lower prices were reasonably available, the price shall be reduced accordingly and the Contract Amount modified by an appropriate Change Order.

7. Variation in Quantity of Unit Priced Items. Where the quantity of a unit-priced item in the Contract is an estimated quantity and the actual quantity of the unit-priced item varies more than twenty-five percent (25%) above or below the estimated quantity, and where this

difference changes the total original Contract value by more than five percent (5%), an equitable adjustment in the Contract Amount may be made by Change Order. The equitable adjustment shall be based upon any increase or decrease in cost due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completing the Work, the Contractor may request, in writing, an extension of time in accordance with GC 1105.

8. Disposition of Excess or Obsolete Property. When the cost of materials, supplies, equipment or other personal property made obsolete or excess as a result of a delay is included in the equitable adjustment, the Project Manager shall have the right to prescribe the manner of disposition of such property.

SC-17 SURETY BONDS

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

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

SC-18 CONSTRUCTION INSPECTION BY THE CITY

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

1. Persons who are employees of the City or who are under contract to the City or the City as lessee will be assigned to inspect and test the Work. These persons may perform any tests and observe the Work to determine whether or not designs, materials used, manufacturing and construction processes and methods applied, and equipment installed satisfy the requirements of the drawings and specifications, accepted Shop Drawings, Product Data and Samples, and the General Contractor's warranties and guarantees. The General Contractor shall permit these inspectors unlimited access to the Work and provide means of safe access to the Work, which cost shall be included as a Cost of the Work without any increase to the Guaranteed Maximum Price. In addition, General Contractor shall provide whatever access and means of access are needed to off-site facilities used to store or manufacture materials and equipment to be incorporated into the Work and shall respond to any other reasonable request to further the inspector's ability to observe or complete any tests. Such inspections shall not relieve the General Contractor of any of its quality control responsibilities or any other obligations under the Contract. All inspections and all tests conducted by the City are for the convenience and benefit of the City. These inspections

and tests do not constitute acceptance of the materials or Work tested or inspected, and the City may reject or accept any Work or materials at any time prior to the inspections pursuant to G.C. 2002, whether or not previous inspections or tests were conducted by the inspector or a City representative.

2. The Building Inspection Division will perform building code compliance inspections for structures designed for human occupancy. It is the General Contractor's responsibility to schedule and obtain these inspections. If a code compliance inspection results in identification of a condition which will be at variance to the Contract Documents, the General Contractor shall immediately notify the Project Manager and confirm such notification with formal correspondence no later than 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) The amount of retainage withheld by the City to date.
 - 6. The acceptance of final payment as calculated above shall constitute a waiver of all Claims by the Contractor except those previously made in accordance with G.C. 1301 which have been separately identified by the Contractor as unsettled in the final Project Application for Payment.
 - 7. The Manager may, from time to time, under such terms and conditions as the Manager may prescribe, authorize partial payments and payments against costs incurred by the Contractor for the terminated portion of the Contract, if it is estimated that the total of such payments will not exceed the amount to which the Contractor will be entitled. If the total of such payments is in excess of the amount to which the Contractor is entitled, the excess shall be payable by the Contractor to the City upon demand, together with interest computed pursuant to statute, for the period from the date the excess payment is received by the Contractor to the date the excess is repaid to the City.
 - 8. The settlement for the Work performed shall not relieve the Contractor or its surety from responsibility for defective Work and/or materials on the completed portion of the Work nor for labor and materials or any other items as guaranteed by the surety bond or bonds.

9. The City shall be given full access to all books, correspondence, records, electronic files and data bases, and other materials of the Contractor relating to the Contract in order to determine the amounts to be paid on account of the termination of the Contract under this G.C. 2202. The Contractor shall, as requested by the City, furnish clear copies of any such materials.
10. In the event the parties fail to agree in whole or in part on the amount or amounts to be paid to the Contractor in connection with the termination of work pursuant to this G.C. 2202, the Contractor may appeal the Project Manager's determination as to the amount owed in accordance with Title 13, except that, if the Contractor has failed to submit its request for payment within the time provided above and has failed to request an extension of such time, it shall have no such right of appeal.

SC-21 SUBCONTRACTS

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

SC-22 DISPUTES

General Condition 1301 is deleted in its entirety and replaced by:

1301 DISPUTES

.1 It is the express intention of the parties that all disputes of any nature whatsoever regarding this Construction Contract including, but not limited to, any claims for compensation or damages arising out of breach or default under this Construction Contract, shall be resolved by administrative hearing pursuant to the provisions of Section 56-106, DRMC for Public Works Department Contracts, pursuant to the provisions of DRMC §5-17 for Department of Aviation contracts, or an alternative process that is established for a specific issue by the DRMC or associated rules and regulations.

.2 When the DRMC, or rules and regulations promulgated pursuant to the DRMC, provide an alternative review or resolution process for specific disputes that may arise out of this Construction Contract the more specific process set forth in the DRMC and associated rules and regulations controls.

.3 The Contractor expressly agrees that these dispute resolution processes are the sole and only dispute resolution mechanisms 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.

SC-23 DISPOSAL OF NON-HAZARDOUS WASTE AT DADS

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

asbestos. Bidders shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

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

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

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

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

SC-26 DEBARRED SUBCONTRACTORS PROHIBITED

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

SC-27 ATTORNEY'S FEES

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

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

SC-28 PREVAILING WAGE

General Contract Condition 1003 RATE AND FREQUENCY OF WAGES PAID (.2), is hereby deleted in its entirety and replaced with the following:

(.2) 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.

Date bid or request for qualifications/proposals was advertised May 14, 2024.

Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. Unless expressly provided for in this Agreement, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

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

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

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

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

EXHIBIT C

**MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PROGRAM UTILIZATION PLAN
INCORPORATED BY REFERENCE**

EXHIBIT D
WORKFORCE REQUIREMENTS

Workforce Requirements

Workforce Requirements.

1.1 Objectives of Expanded Workforce Program. The City is committed to developing and implementing an Workforce Program for the Project that will increase outreach, training, job opportunities and employment of people in economically disadvantaged areas and populations. In addition, the City is committed to addressing shortages in qualified construction workers generally and in Targeted Categories by increasing the number of apprentices and pre-apprentices.

1.2 Targeted Categories. “Targeted Categories” are the Targeted Areas and Targeted Populations defined below.

1.3 Targeted Areas. “Targeted Areas” are economically disadvantaged areas of the City identified by zip code on the map attached as **Exhibit ___**.

1.4 Targeted Populations. “Targeted Populations” are:

1.4.1 Veterans. A “Veteran” is any person who has served any amount of time in any branch of the United States Armed Forces.

1.4.2 Formerly Incarcerated Individuals. A “Formerly Incarcerated Individual” is anyone incarcerated for any amount of time because of a felony conviction.

1.4.3 TANF recipients. Individuals who have been Temporary Assistance for Needy Families (“TANF”) Recipients within the last two years.

1.4.4 History of Homelessness. People have a History of Homelessness if they are living in a place not meant for human habitation, in an emergency shelter, in transitional housing or are exiting an institution where they temporarily resided. People who lose their primary nighttime residence, which may include a motel or hotel, or a doubled-up situation also have a History of Homelessness. Individuals who are or have in the past two years lived in public or private shelters, transitional housing have a History of Homelessness.

1.4.5 Exiting the foster care system. Individuals who attest that they have aged out of the foster care system, or who have attained 16 years of age and left foster care for kinship, guardianship or adoption qualify as having exited the foster care system whether or not they return to their foster families before turning 18.

1.4.6 Graduates of pre-apprentice programs approved by the City’s Office of Economic Development in partnership with WORKNOW.

2.1 Apprenticeship.

2.1.1 Overall Apprenticeship Requirement. Fifteen percent (15%) of Construction Hours will be performed by apprentices in registered apprenticeship programs (“Overall Apprenticeship Requirement”).

2.1.2 Targeted Category Requirement. Twenty-five percent (25%) of the Overall Apprenticeship Requirement that are performed by Colorado residents will be performed by apprentices in registered apprenticeship programs who reside in Targeted Areas or that are from Targeted Populations (“Targeted Category Requirement”).

2.1.3 First Year Apprentice Requirement. Twenty-five percent (25%) of the Overall Apprenticeship Requirement will be performed by first year apprentices in registered apprenticeship programs (“First Year Apprenticeship Requirement”).

2.1.4 Apprentices may be counted in all applicable categories for purposes of meeting the requirements in 2.1.1, 2.1.2 and 2.1.3.

2.1.5 “Construction Hours” are the hours of every worker, mechanic or other laborer employed by Contractor or its subcontractors in the work of construction, alteration, improvement, maintenance or demolition as documented in LCPtracker.

3.1 Failure to Achieve Overall Apprenticeship Requirements. Contractor must exercise good faith efforts to meet or exceed the Overall Apprenticeship Requirement. Contractor’s failure to deliver this scope item and achieve the stated Overall Apprenticeship Requirement as established by the apprentice work hours reflected in LCPtracker (or its replacement if LCPtracker is replaced) will result in a reduction in payment to Contractor. If Contractor does not meet or exceed the Overall Apprenticeship Requirement at Substantial Completion, the City will reduce contractor’s final payment by \$29 for each hour of apprentice work not achieved as reflected by LCPtracker up to a maximum of \$40,000.00. Contractor’s final payment shall not be reduced if it negotiates and the City approves a compliance plan.

4.1 Workforce Platform. Contractor shall utilize the City’s common workforce platform (“WORKNOW”) and coordinate its workforce efforts with any supporting program.

5.1 Workforce Plan. Contractor’s approved Workforce Plan is attached as **Exhibit ____**. Contractor shall comply with all requirements of its approved Workforce Plan. The approved Workforce Plan shall at a minimum address:

5.1.1 Specific additional actions Contractor will take to increase outreach, training, job opportunities and employment in Target Categories.

5.1.2 Contractor’s commitment to coordinate and interface with WORKNOW.

5.1.3 Specific actions Contractor will take to meet the City’s Apprenticeship Requirements.

6.1 Mandatory Reporting Requirement and Coordinator. Contractor shall prepare and provide periodic reporting of progress meeting specific goals consistent with the objectives of the Workforce Program including data on outreach, training, job opportunities and the employment of people in Targeted Categories and apprentices. Contractor shall designate a Workforce coordinator who will be the central point of contact for workforce issues.

EXHIBIT E
PRECONSTRUCTION SERVICES AGREEMENT
INCORPORATED BY REFERENCE

EXHIBIT F
EQUAL OPPORTUNITY PROVISIONS

Equal Employment Opportunity Provisions

RULES AND REGULATIONS REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

RULE I - DEFINITIONS

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

RULE II - NOTICE OF HEARING

When results of conciliation efforts are unsatisfactory to the Manager and he is informed in accordance with Article III, Division 2 of Chapter 28 of the Revised Municipal code that a contractor or subcontractor has apparently failed to meet affirmative action and equal employment opportunity requirements after a reasonable period of notice to

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

RULE III - HEARING

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

REGULATIONS

REGULATION NO. 1 - ORDINANCE:

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

REGULATION NO. 2 - EXEMPTIONS:

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

REGULATION NO. 3 - DIRECTOR OF CONTRACT COMPLIANCE:

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

REGULATION NO. 4 - GOALS AND TIMETABLES:

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

REGULATION NO. 5 - AWARD OF CONTRACTS:

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

REGULATION NO. 6 - PUBLICATION AND DUPLICATION:

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

REGULATION NO. 7 - NOTICE TO PROCEED:

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

REGULATION NO. 8 - CONTRACTS WITH SUBCONTRACTORS:

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

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

REGULATION NO. 9 - AGENCY REFERRALS:

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

REGULATION NO. 10 - CLAUSES:

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

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

All amendments to the appendices shall be included by reference.

REGULATION NO. 11 - SHOW CAUSE NOTICES:

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

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

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

2. APPENDIX F: The Bid Conditions - Affirmative Action Requirements - Equal Employment Opportunity as published by the Department of Transportation and Infrastructure, City and County of Denver, shall be inserted verbatim as bidding specifications for every non-exempt contract using City funds.

[END OF PAGE]

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

APPENDIX A

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

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

The applicant further agrees to be bound by the above equal opportunity clauses with respect to its own employment practices when it participates in City contracts. The Contractor agrees to assist and cooperate

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

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

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

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

[END OF PAGE]

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

APPENDIX F

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

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

NOTICE

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

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

/s/ _____

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

A. REQUIREMENTS - AN AFFIRMATIVE ACTION PLAN:

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

1. GOALS AND TIMETABLES:

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

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 G
PREVAILING WAGE RATE SCHEDULE(S)



TIMOTHY M. O'BRIEN, CPA
AUDITOR

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

City and County of Denver

2026 Highway General Wage Decision

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

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

General Wage Decision No. CO 20260009

Superseded General Decision No. CO 20250009

Modification No. 0

Publication Date: 01/6/2026

(7 pages)

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

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

General Decision Number: CO20260009 01/02/2026

Superseded General Decision Number: CO20250009

State: Colorado

Construction Type: Highway

County: City and County of Denver in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

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

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

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

- Executive Order 14026 generally applies to the contract.
- The contractor must pay all covered workers at least \$19.29 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2026.

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

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

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

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

Modification number	Publication date
0	01/02/2026

CARP9901-008 05/01/2024

CARPENTER (Form Work Only)

RATES

FRINGES

\$33.11

\$12.17

ELEC0068-016 03/01/2011

TRAFFIC SIGNAL INTALLATION

RATES

FRINGES

Zone 1

\$26.42

4.75%+8.68

Zone 2

\$29.42

4.75%+8.68

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

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

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

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

ENGI0009-008 05/01/2024

POWER EQUIPMENT OPERATOR

RATES

FRINGES

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

\$35.03

\$15.20

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

\$35.03

\$15.20

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

\$33.19

\$15.20

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

\$35.78

\$15.20

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

\$35.20

\$15.20

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

\$35.41

\$15.20

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

\$35.58

\$15.20

(6)-CRANE (91-140 Tons)

\$35.28

\$15.20

SUCO2011-004 09/15/2011

	RATES	FRINGES
CARPENTER (excludes form work)	\$19.29	\$5.08

CEMENT MASON/CONCRETE FINISHER

	RATES	FRINGES
	\$20.18	\$5.75

ELECTRICIAN

	RATES	FRINGES
(Excludes Traffic Signal Installation)	\$35.13	\$6.83

FENCE ERECTOR

	RATES	FRINGES
(Excludes Link/cyclone Fence Erection)	\$19.40	\$3.20

GUARDRAIL INSTALLER

	RATES	FRINGES
GUARDRAIL INSTALLER	\$19.29	\$3.20

HIGHWAY/PARKING LOT STRIPING

	RATES	FRINGES
Painter Denver	\$19.29	\$3.21

IRONWORKER, REINFORCING

	RATES	FRINGES
(Excludes Guardrail Installation)	\$55.25	\$3.65

IRONWORKER, STRUCTURAL

	RATES	FRINGES
(Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation)	\$39.21	\$12.79

LABORER

	RATES	FRINGES
ASPHALT RAKER	\$19.29	\$4.25
ASPHALT SHOVELER	\$21.21	\$4.25
ASPHALT SPREADER	\$19.39	\$4.65
COMMON OR GENERAL	\$19.49	\$6.77
CONCRETE SAW (Handheld)	\$19.29	\$6.14

LANDSCAPE AND IRRIGATION	\$19.29	\$3.16
MASON TENDER – CEMENT/CONCRETE	\$19.39	\$4.04
PIPELAYER	\$19.35	\$2.41
TRAFFIC CONTROL (Flagger)	\$19.29	\$3.05
TRAFFIC CONTROL (Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards And Place Stationary Flags) (Excludes Flaggers)	\$21.69	\$3.22

PAINTER	RATES	FRINGES
(Spray Only)	\$19.29	\$2.87

POWER EQUIPMENT OPERATOR	RATES	FRINGES
ASPHALT LAYDOWN	\$22.67	\$8.72
ASPHALT PAVER	\$24.97	\$6.13
ASPHALT ROLLER	\$23.13	\$7.55
ASPHALT SPREADER	\$22.67	\$8.72
BOBCAT/SKID LOADER	\$19.29	\$4.28
BOOM	\$22.67	\$8.72
BROOM/SWEEPER	\$22.47	\$8.72
BULLDOZER	\$26.90	\$5.59
CONCRETE PUMP	\$21.60	\$5.21
Drill	\$20.48	\$4.71
FORKLIFT	\$19.29	\$4.68
GRADER/BLADE	\$22.67	\$8.72
GUARDRAIL/POST DRIVER	\$19.29	\$4.41
MECHANIC	\$22.89	\$8.72
OILER	\$23.73	\$8.41
ROLLER/COMPACTOR (Dirt and Grade Compaction)	\$20.30	\$5.51
ROTOMILL	\$19.29	\$4.41
SCREED	\$22.67	\$8.38
TRACTOR	\$19.29	\$2.95

TRAFFIC SIGNALIZATION	RATES	FRINGES
GROUNDSMAN	\$19.29	\$3.41

TRUCK DRIVER	RATES	FRINGES
DISTRIBUTOR	\$19.49	\$5.82
DUMP TRUCK	\$19.29	\$5.27
LOWBOY TRUCK	\$19.39	\$5.27

MECHANIC	\$26.48	\$3.50
MULTI-PURPSE SPECIALITY & HOISTING TRUCK	\$19.29	\$3.17
PICK UP AND PILOT CAR	\$19.29	\$3.77
SEMI/TRAILER TRUCK	\$19.40	\$4.13
TRUCK MOUNTED ATTENUATOR	\$19.29	\$3.22
WATER TRUCK	\$26.27	\$5.27

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

Prevailing Wage Administrator for Supplemental Rates

Specific to Denver projects: Revision Date 01-06-2026

Classification		Base	Fringe
Guard Rail Installer		\$19.29	\$3.20
Highway Parking Lot Striping: Painter		\$19.29	\$3.21
Laborer	Removal of Asbestos	\$21.03	\$8.55
Laborer (Landscape & Irrigation)		\$19.29	\$3.16
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Pipefitter		\$30.45	\$12.85
Plumber		\$30.19	\$13.55
Power Equipment Operator (Tunnels Above and Below Ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Truck Driver	Group 1	\$19.29	\$10.00
	Group 2	\$19.35	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31
Truck Driver: Truck Mounted Attenuator		\$19.29	\$3.22

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

EXHIBIT H
PAYMENT & PERFORMANCE BOND

Bond Numbers:

Liberty - 011238328, Chubb - K42211709

Travelers - 108392073, CNA - 30224148

Hartford - 44BCSJL9715, BH- 47-SUR-300002-01-0288

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

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Flatiron Dragados Constructors, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware, hereafter referred to as the "Contractor", and SEE ATTACHMENT A, a corporation organized and existing under and by virtue of the laws of the State of SEE ATTACHMENT A, 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 **Twelve Million One Hundred Thirty-Eight Thousand Sixty-Six Dollars and Fifty-One Cents (\$12,138,066.51)**, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has entered into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete the construction of **Contract No. 202684509 – Morrison Road Improvements CM/GC Construction Services**, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

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

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

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

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

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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 28th day of May, 2026.

Attest:

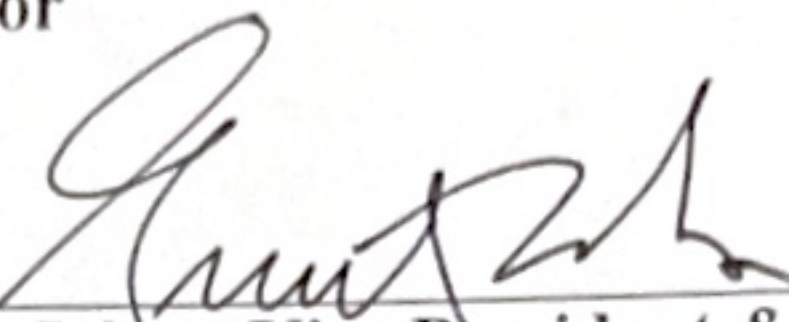


W. TODD BENNETT
VP & CFO



Flatiron Dragados Constructor, Inc.

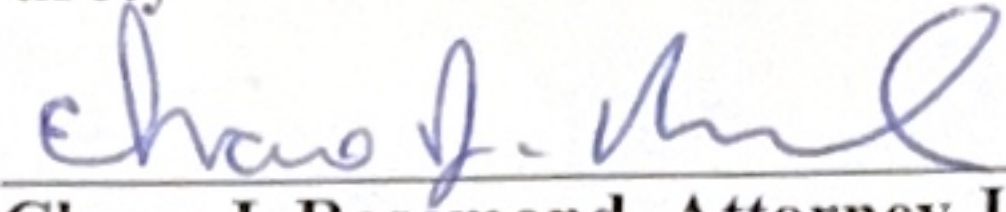
Contractor

By: 

Grant Johns, Vice President & District Manager

SEE ATTACHMENT A

Surety

By: 

Charo J. Rosemond, 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.)



ATTACHMENT A

Liberty Mutual Insurance Company, a Massachusetts Corporation
Federal Insurance Company, an Indiana Corporation
Travelers Casualty and Surety Company of America, a Connecticut Corporation
The Continental Insurance Company, a Pennsylvania Corporation
Berkshire Hathaway Specialty Insurance Company, a Nebraska Corporation
Hartford Fire Insurance Company, a Connecticut Corporation

Liberty Mutual Insurance Company – A.M. Best Rating A XV

175 Berkeley Street, Boston, MA 02116

Mailing Address for Claims Notices:

Sam E. Barker, Director-AsiaPac, Global Risk Claims

Sam.barker@libertymutual.com or HOSCL@Libertymutual.com

Safeco Plaza, 1001 4th Avenue, Suite 3800

Seattle, WA 98154

Bond No. 011238328

Federal Insurance Company – A.M. Best Rating A++ XV

202B Hall's Mill Road, Whitehouse Station, NJ 08889

Bond No. K42211709

Travelers Casualty and Surety Company of America – A.M. Best Rating A++ XV

Construction Services, One Tower Square, Hartford, CT 06183

Bond No. 108392073

The Continental Insurance Company – A.M. Best Rating A XV

151 N Franklin Street, Chicago, IL 60606

Bond No. 30224148

Hartford Fire Insurance Company– A.M. Best Rating A+ XV

One Hartford Plaza, Hartford, CT 06155

Bond No. 44BCSJL9715

Berkshire Hathaway Specialty Insurance Company – A.M. Best Rating A++ XV

1314 Douglas Street, Suite 1400, Omaha, NE 68102

Bond No. 47-SUR-300002-01-0288

CORPORATE ACKNOWLEDGMENT

Form 152

STATE OF NEW JERSEY
COUNTY OF BERGEN

On this 22nd day of May, 2026 before me personally came
Charo J. Rosemond to me known, who, being by me duly sworn, did depose and say that she/
he resides in Wallkill, New York that she/he is the ATTORNEY IN FACT of the LIBERTY
MUTUAL INSURANCE COMPANY, FEDERAL INSURANCE COMPANY, BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, THE CONTINENTAL
INSURANCE COMPANY, HARTFORD FIRE INSURANCE COMPANY, the corporation described in and
which executed the above instrument that she/he knows the seal of said corporation; that the seal
affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors
of said corporation, and that she/he signed her/his name thereto by like order.

(SEAL)


Susan L. Kozak-Manna

SUSAN L. KOZAK-MANNA
NOTARY PUBLIC, STATE OF NEW JERSEY
MY COMMISSION EXPIRES
MAY 22, 2028





POWER OF ATTORNEY

Certificate No: 8215532-974450

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, James Baldassare Jr; Sherryanne M. DePirro; Krista A. DiMezza; Michael Dugan; Kerissa Ricciardi; Charo J. Rosemond; Lisa M. Scavetta; Maria L. Spadaccini; John F. Surano; Nicholas F. Walsh

all of the city of Saddle Brook state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of February, 2026.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 4th day of February, 2026 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of May, 2026



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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CHUBB®

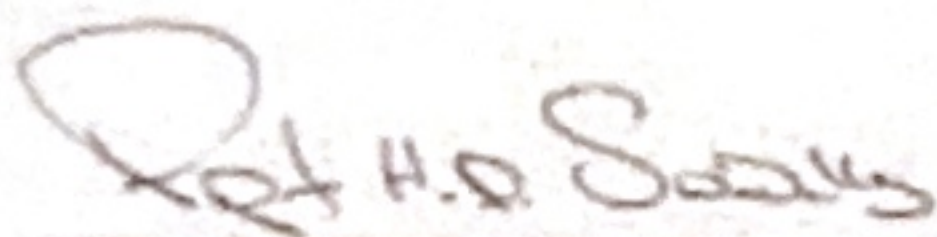
Power of Attorney

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

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint James Baldassare Jr., Sherryanne M. DePirro, Krista A. DiMezza, Michael Dugan, Kerissa Ricciardi Charo J. Rosemond, Lisa M. Scavetta, John F. Surano and Nicholas F. Walsh of Saddle Brook, New Jersey -----

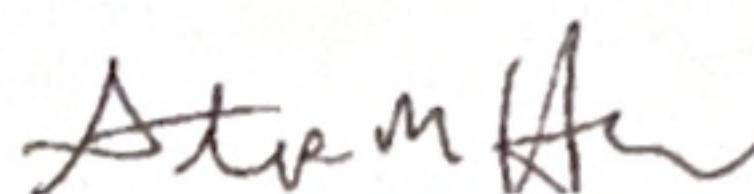
each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds)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

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 11th day of March, 2026.



Rupert H.D. Swindells, Assistant Secretary





Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

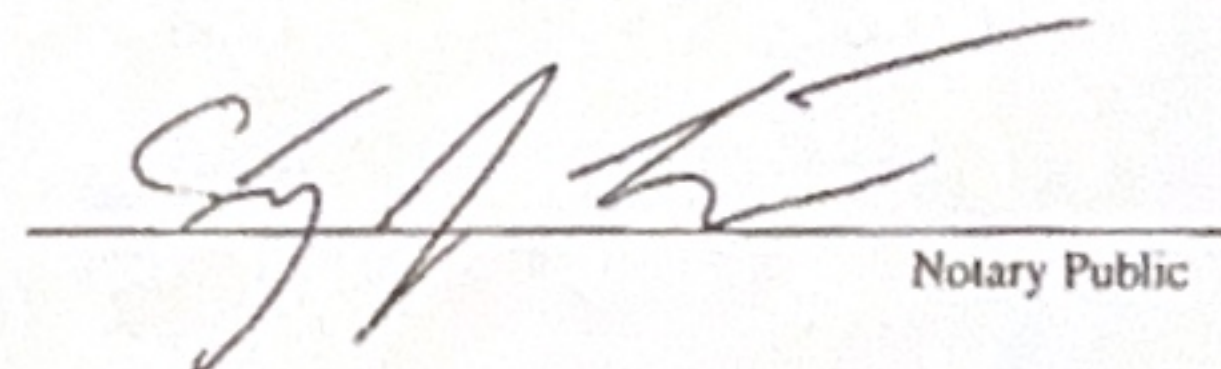
SS.

On this 11th day of March, 2026 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Stacy J. Loftin
NOTARY PUBLIC OF NEW JERSEY
No. 50175208
COMMISSION EXPIRES OCT 15, 2026


Notary Public

CERTIFICATION

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

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

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

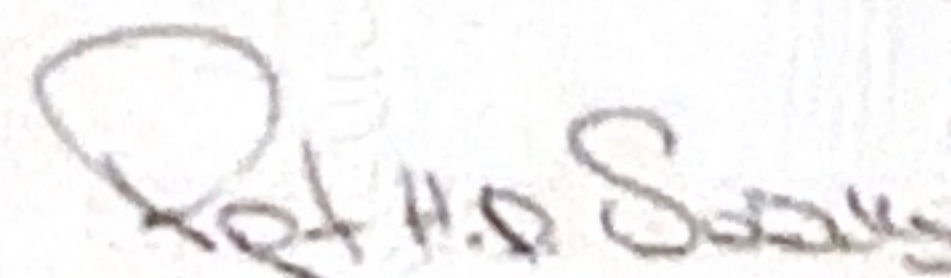
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority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

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

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

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




Rupert H.D. Swindells, Assistant Secretary

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

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

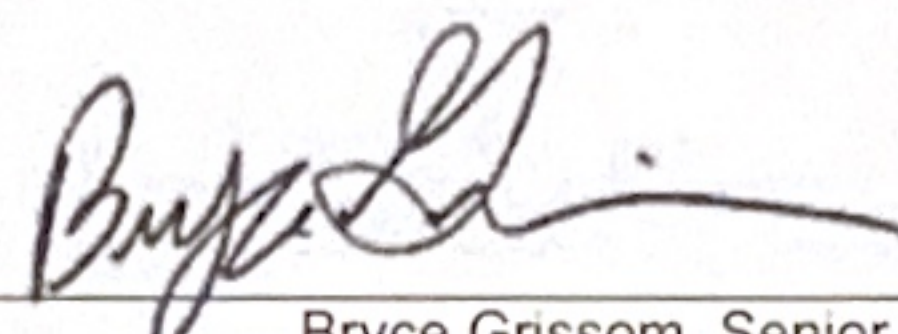
Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Charo J Rosemond** of **SADDLE BROOK**, **New Jersey**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

City of Hartford ss.

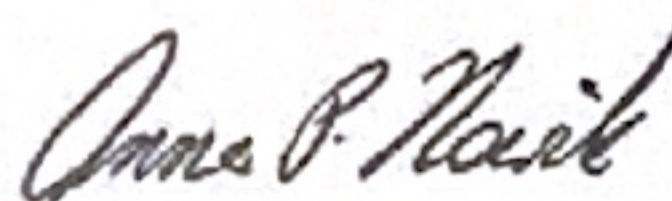
By: 
 Bryce Grissom, Senior Vice President

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

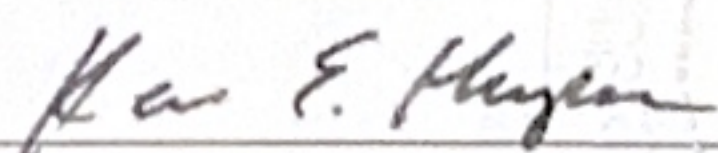
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **28th** day of **May, 2024**




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Sherryanne M DePirro, Nicholas F Walsh, Lisa M Scavetta, James Baldassare Jr, Krista A DiMezza, Charo J Rosemond, John F Surano, Michael Dugan, Kerissa Ricciardi, Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of March, 2026.



The Continental Insurance Company

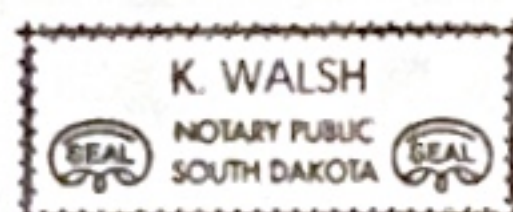
Larry Kasten

Larry Kasten

Vice President

State of South Dakota, County of Minnehaha, ss:

On this 10th day of March, 2026, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota, that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal, that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires December 4, 2031

K. Walsh

K. Walsh

Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this _____ day of _____,



The Continental Insurance Company

Paula Kolsrud

Paula Kolsrud

Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity
and Claims to:

THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: TURNER SURETY & INS BROKERAGE INC
Agency Code: 13-653035

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint,
up to the amount of Unlimited :

James Baldassare Jr., Sherryanne M. DePirro, Krista A. DiMezza, Michael Dugan, Charo J. Rosemond, Lisa M. Scavetta, John F. Surano, Nicholas F. Walsh of SADDLE BROOK, New Jersey

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Phyllis A. Clark

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Mariluz Arce

Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 28th day of May, 2024.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



BERKSHIRE HATHAWAY SPECIALTY INSURANCE

47-SUR-300002-01-0288

Power Of Attorney

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

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and **NATIONAL INDEMNITY COMPANY**, corporation existing under and by virtue of the laws of the State of Nebraska, and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint Charo J. Rosemond, Lisa M. Scavetta, Sherryanne M. DePirro, Nicholas F. Walsh, James Baldassare, Jr., Krista A. DiMezza, John F. Surano, Michael Dugan, Kerissa Ricciardi located at 250 Pehle Avenue, Suite 311 of the city of Saddle Brook, State of New Jersey as their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, bid related commitments to include surety consents, surety consents for release or reduction of retained percentages, final estimates on engineering and construction contracts or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such related writings obligatory in the nature thereof as described herein.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date 17th of September, 2025. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following seals of the Companies and signatures by authorized officer of the Companies may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signatures of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,



NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE
INSURANCE COMPANY,



By: _____
David Fields, Executive Vice President

By: _____
David Fields, Vice President



NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 17th day of September, 2025 before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



CAITLIN NICOLE BOYDEN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 7, 2029

Notary Public

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

Ralph Tortorella III, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, 100 Federal Street, 7th Floor, Boston, MA 02110 | (770-625-2516) or by email at BHSIBonds@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED

Notify us of a claim: 24-hour toll free number (855) 453-9675, email surety.notices@bhspecialty.com, fax (617) 507-8259, or mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

EXECUTION OF DOCUMENTS:

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

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

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

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

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

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

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

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

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

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



PERFORMANCE AND PAYMENT BOND SURETY AUTHORIZATION

FAX NUMBER: 720-913-3183
TELEPHONE NUMBER: 720-913-3267

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

RE: Flatiron Dragados Constructors, Inc.

Contract No.: 202684509

Project Name: Morrison Road Improvements CM/GC Construction Services

Contract Amount: \$12,138,066.51

Performance and Payment Bond Nos.: Liberty- 011238328, Chubb - K42211709, Travelers - 108392073

CNA – 30224148, Hartford - 44BCSJL9715, BH- 47-SUR-300002-01-0288

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through SEE ATTACHMENT A Insurance Companies, on May 22, 2026.

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

If you should have any additional questions or concerns, please don't hesitate to give me a call at 201-267-7512 and/or email crosemond@tsibinc.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Charo J. Rosemond', is written over a light blue horizontal line.

Charo J. Rosemond
Surety Analyst



ATTACHMENT A

Liberty Mutual Insurance Company, a Massachusetts Corporation
Federal Insurance Company, an Indiana Corporation
Travelers Casualty and Surety Company of America, a Connecticut Corporation
The Continental Insurance Company, a Pennsylvania Corporation
Berkshire Hathaway Specialty Insurance Company, a Nebraska Corporation
Hartford Fire Insurance Company, a Connecticut Corporation

Liberty Mutual Insurance Company – A.M. Best Rating A XV

175 Berkeley Street, Boston, MA 02116

Mailing Address for Claims Notices:

Sam E. Barker, Director-AsiaPac, Global Risk Claims

Sam.barker@libertymutual.com or HOSCL@Libertymutual.com

Safeco Plaza, 1001 4th Avenue, Suite 3800

Seattle, WA 98154

Bond No. 011238328

Federal Insurance Company – A.M. Best Rating A++ XV

202B Hall's Mill Road, Whitehouse Station, NJ 08889

Bond No. K42211709

Travelers Casualty and Surety Company of America – A.M. Best Rating A++ XV

Construction Services, One Tower Square, Hartford, CT 06183

Bond No. 108392073

The Continental Insurance Company – A.M. Best Rating A XV

151 N Franklin Street, Chicago, IL 60606

Bond No. 30224148

Hartford Fire Insurance Company– A.M. Best Rating A+ XV

One Hartford Plaza, Hartford, CT 06155

Bond No. 44BCSJL9715

Berkshire Hathaway Specialty Insurance Company – A.M. Best Rating A++ XV

1314 Douglas Street, Suite 1400, Omaha, NE 68102

Bond No. 47-SUR-300002-01-0288

EXHIBIT I
FINAL/PARTIAL LIEN RELEASE FORM

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

(PROJECT NO. and NAME)

Date: _____, 20____.

(NAME OF OWNER)

Contract #: _____.

(NAME OF PRIME CONTRACTOR)

Contract Value: \$ _____.

Current Progress Payment: \$ _____.

Date: _____.

Total Paid to Date: \$ _____.

Date of Last Work: _____.

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

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

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

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

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

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

(Name of Contractor)

By: _____

Title: _____

EXHIBIT J
NOTICE TO PROCEED FORM

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:

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 K

CONTRACTOR'S CERTIFICATION OF PAYMENT FORM

City and County of Denver
Contractor's/Consultant's Certification of Payment (CCP)

Morrison Road Improvements



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).

Rev 031816

EXHIBIT L
FINAL RECEIPT FORM

Final Receipt Form - Certificate of Final Release



CERTIFICATE OF CONTRACT RELEASE (SAMPLE)

«Contract No» - «Project Name»

Current Date
Name
Street Address
City, State, Zip

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

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

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

Contractor's Signature

Date Signed

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

Sincerely,

Contract Administration

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 M
TECHNICAL SPECIFICATIONS
INCORPORATED BY REFERENCE

EXHIBIT N
CONTRACT DRAWINGS
INCORPORATED BY REFERENCE

EXHIBIT O
EQUIPMENT RENTAL RATES



May 27, 2026

Mr. Scott Reed

City and County of Denver – Department of Transportation & Infrastructure
201 West Colfax Avenue, Denver, CO 80202

Subject: Morrison Road Improvements - Equipment Rental Rates

Dear Mr. Scott Reed,

As part of our commitment to the successful delivery of the Morrison Road Improvements project under the CMGC contract, Please see equipment rental rates below:

Description	UOM	Hourly Rate (\$\$/HR)
Compressor, 185 CFM	HR	\$50.98
Hyd. Hammer 5500 #	HR	\$53.25
Exc, CAT 315 (115 Hp) 1.1 CY	HR	\$128.46
Exc, CAT 325 (194 Hp) 2.9 CY	HR	\$119.68
Exc, CAT 329 (232 Hp) 2.9 CY	HR	\$129.67
R.T. Ext. Boom 10000 #	HR	\$146.88
Grader, CAT 140H Rip (185Hp)	HR	\$124.17
Ldr, CAT 930 (154Hp) 2.7 CY	HR	\$66.40
Ldr, CAT 950 (221Hp) 4.0 CY	HR	\$99.96
Skid/Track Ldr, CAT 289 (74 Hp)	HR	\$85.86
Skid/Track Ldr, CAT 299 (98 Hp)	HR	\$103.51
Light Towers, Portable	HR	\$8.32
Water Trailer, 500 Gal.	HR	\$7.50
Cmpctr, Plate Tampr	HR	\$9.43
Cmpctr, Jumping Jack	HR	\$25.87
Cmpctr, Bomag 30" (Plate Tampr)	HR	\$16.43
Cmpctr, 48" PF CAT CP-323	HR	\$29.28
Cmpctr, 66" SD CAT CS-44	HR	\$55.39
Cmpctr, 66" PF CAT CP-44	HR	\$60.35
Pickup 3/4 Ton 4x4	HR	\$29.68

385 Interlocken Crescent
Suite 900
Broomfield, Colorado 80021

(303) 485-4050



We remain committed to delivering high-quality work and maintaining flexibility to ensure the best value for the City and County of Denver.

Please let us know if any additional documentation or clarification is required.

Sincerely,

Flatiron Dragados

EXHIBIT P
BILLING RATES FOR STAFFING AND SALARIED SCHEDULE



May 27, 2026

Mr. Scott Reed

City and County of Denver – Department of Transportation & Infrastructure
201 West Colfax Avenue, Denver, CO 80202

Subject: Morrison Road Improvements - Staff Rates

Dear Mr. Scott Reed,

As part of our commitment to the successful delivery of the Morrison Road Improvements project under the CMGC contract, Please see 2026 staff rates below:

Title/Classification	Responsibilities	Hourly Rate (\$\$/HR)
Project Manager	Overall project oversight, manages schedule, owner communication, and coordination with project stakeholders	\$138.00
Project Superintendent	Field leadership responsible for day-to-day construction activities, subcontractor coordination, quality control, and ensuring work is executed safely and efficiently.	\$138.00
Project Engineer	Provides technical and administrative support including submittals, RFIs, document control, quantity tracking, and coordination between field and office teams.	\$110.00
Quality Control Manager	Responsible for implementing and managing the project quality control program, including inspections, testing coordination, and verification that work complies with contract requirements, standards, and specifications.	\$110.00
Safety Manager	Develops and enforces safety programs, conducts site inspections and training, ensures regulatory compliance, and promotes a safe work environment.	\$110.00
Administrative	Provides general administrative support including document management, reporting, scheduling assistance, and coordination of project records.	\$55.00
Estimator	Prepares cost estimates, performs quantity takeoffs, and analyzes project risks.	\$121.00
Financial Accountant	Manages project financials including cost tracking, invoicing, forecasting, reporting, and ensuring compliance with financial controls.	\$88.00

Rates are valid for 2026 and are subject to an annual escalation of 5% for each subsequent year.

Please let us know if any additional documentation or clarification is required.

Sincerely,

Flatiron Dragados

385 Interlocken Crescent
Suite 900
Broomfield, Colorado 80021

(303) 485-4050

EXHIBIT Q
GMP PROPOSAL



Morrison Road Improvements

90% CAP-1 GMP South

City and County of Denver

April 23, 2026

[Signature Page](#)

Prepared By:

FlatironDragados Constructors, Inc.



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Table 5: Major Materials Cost 17

Table 6: Major Subcontracts Cost 17



1.0 Executive Summary

FlatironDragados is submitting the following 90% South GMP for the Morrison Road Improvement project to the City and County of Denver. Our intent is to provide the owner with the anticipated means and methods needed to perform traffic control, drainage, flatwork, and paving for the project. We are open to discussing and collaborating on all parts of this submittal to ensure future project needs. Table 1 below will show a high-level summary of the associated line items.

Table 1: 90% CAP-1 GMP South Summary

Biditem	Description	Units	Bid Quantity
10	CLEARING AND GRUBBING	L S	1
20	REMOVAL OF STRUCTURE	EACH	9
30	REMOVAL OF TREE	EACH	6
40	REMOVAL OF INLET	EACH	1
50	REMOVAL OF VALVE	EACH	1
60	REMOVAL OF PIPE	LF	24
70	REMOVAL OF BOLLARD	EACH	10
80	REMOVAL OF SIDEWALK	SY	2380
90	REMOVAL OF CURB AND GUTTER	LF	6370
100	REMOVAL OF CONCRETE CURB RAMP	SY	140
110	REMOVAL OF CONCRETE PAVEMENT	SY	980
120	REMOVAL OF FULL DEPTH ASPHALT - ROADWAY	SY	4240
130	REMOVAL OF FULL DEPTH ASPHALT & CONC PVMT	SY	1850
140	REMOVAL OF FULL DEPTH ASPHALT - TIE INS	SY	760
150	REMOVAL OF ASPHALT MAT (PLANING)	SY	16810
160	REMOVAL OF PAVEMENT MARKING	SF	280
170	REMOVAL OF LIGHT STANDARD	EACH	7
180	REMOVAL OF LIGHT STANDARD FOUNDATION	EACH	9
190	REMOVAL OF LUMINAIRE	EACH	9
200	REMOVAL OF GROUND SIGN	EACH	28
210	REMOVAL OF SIGN PANEL	EACH	20
220	REMOVAL OF PULL BOX	EACH	3
230	REMOVAL OF TRAFFIC SIGNAL POLE	EACH	4
240	REMOVAL OF FENCE (5055 MORRISON RD)	LF	66
250	REMOVAL OF FENCE (4444 MORRISON RD)	LF	139
260	REMOVAL OF FENCE (4567 MORRISON RD)	LF	43
270	CLEAN VALVE BOX	EACH	43
280	SAWING ASPHALT MATERIAL (6 INCH)	LF	17720
290	UNCLASSIFIED EXCAVATION	CY	350
295	EMBANKMENT MATERIAL (CIP)	CY	400



Biditem	Description	Units	Bid Quantity
300	POTHOLING	HR	200
310	TOPSOIL	CY	99
320	EROSION LOG TYPE 1 (12 INCH)	LF	480
330	CONCRETE WASHOUT STRUCTURE	EACH	2
340	STORM DRAIN INLET PROTECTION (TYPE I)	LF	50
350	STORM DRAIN INLET PROTECTION (TYPE II)	EACH	24
360	VEHICLE TRACKING PAD	EACH	4
370	SWEEPING (SEDIMENT REMOVAL)	HOURL	250
380	EROSION CONTROL MANAGEMENT	LS	1
390	RESET FIRE HYDRANT	EACH	2
400	RESET LIGHT STANDARD	EACH	5
410	RESET LUMINAIRE	EACH	5
420	RESET GROUND SIGN	EACH	14
430	RESET SIGN PANEL	EACH	6
440	RESET PULL BOX	EACH	2
450	RESET FIRE PREEMPTION UNIT	EACH	2
460	RESET TRAFFIC SIGNAL VEHICLE DETECTOR	EACH	2
470	RESET INTERSECTION DETECTION SYSTEM (CAMERA)	EACH	2
480	ADJUST MANHOLE	EACH	25
490	ADJUST VALVE BOX	EACH	87
500	ADJUST WATER METER	EACH	10
510	SOIL PREPARATION (SPECIAL)	ACRE	0.125
520	TREE RETENTION AND PROTECTION	LF	918
530	WOOD MULCH (WEED FREE)	SF	5190
540	LANDSCAPE BOULDER	SF	27
545	LANDSCAPE MAINTENANCE (24 MONTH)	LS	1
550	SOIL CELLS (36" DEPTH) WITH INFILL	SF	367
560	DECIDUOUS TREE (2.5 INCH CALIPER)	EACH	26
570	DECIDUOUS SHRUB (#3 CONTAINER)	EACH	193
580	EVERGREEN SHRUB (#3 CONTAINER)	EACH	77
590	PERENNIALS (#1 CONTAINER)	EACH	46
595	WILDLIFE BIOLOGIST	HR	72
600	MATERIALS MANAGEMENT PLAN	L S	1
610	AGGREGATE BASE COURSE (CLASS 6)	CY	430
620	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TN	590
630	ASPHALT SPEED CUSHION	EACH	16
640	HOT MIX ASPHALT (GRADING SX) (100) (PG 64-28)	TON	2900
650	CONCRETE PAVEMENT (11 INCH)	SY	300
655	GEOTEXTILE (INTERLAYER)(SPECIAL)	SY	1275



Biditem	Description	Units	Bid Quantity
660	DRILLED SHAFT (24 INCH)	LF	32
670	DRILLED SHAFT (36 INCH)	LF	48
680	15 INCH REINFORCED CONCRETE PIPE (CIP)	LF	71
690	INLET TY 14 L9 (5 FT)	EACH	1
700	GASKETED MANHOLE RING AND COVER	EACH	9
710	NEW WOODEN SPLIT RAIL FENCE AND POSTS (5055 MORRIS	LF	60
720	NEW WOODEN SPLIT RAIL FENCE AND POSTS (4567 MORRIS	LF	45
730	NEW WROUGHT IRON FENCE (4444 MORRISON RD)	LF	143
740	CONCRETE SIDEWALK	SY	3270
750	CONCRETE SIDEWALK (6 INCH)	SY	2030
760	CONCRETE CURB RAMP	SY	850
770	CURB TYPE 2 (SECTION B) (4 INCH)	LF	450
780	CURB AND GUTTER TYPE 2 (SECTION I-B)	LF	330
790	CURB AND GUTTER TYPE 2 (SECTION I-B) (4 INCH)	LF	820
800	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	2520
810	CURB AND GUTTER TYPE 2 (SECTION II-B) (4 INCH)	LF	4240
820	CURB AND GUTTER TYPE 2 (SECTION II-M) (4 INCH)	LF	60
830	GUTTER TYPE 2 (8 FOOT)	LF	30
840	MEDIAN COVER MATERIAL (4 INCH PATTERNED CONCRETE)	SF	2079
850	36 INCH WHITE FLEXIBLE DELINEATOR POST	EA	38
860	2 INCH ELECTRICAL CONDUIT (BORED)	LF	150
870	3 INCH ELECTRICAL CONDUIT (BORED)	LF	400
880	2 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	2750
890	3 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	80
900	PULL BOX (TYPE 2 & TYPE 4)	EACH	35
910	TYPE THREE PULL BOX	EACH	7
920	METER POWER PEDESTAL	EA	1
930	LIGHTING CONTROL CENTER	EA	1
940	POWER TRANSFORMER	LS	2
950	TRANSFORMER BASE	EA	2
960	WIRING	LS	1
990	LUMINAIRE (LED) (14,000 LUMENS)	EACH	3
1000	LIGHT STANDARD AND LUMINAIRE (PEDESTRIAN)	EACH	31
1010	LIGHT STANDARD STEEL (30 FOOT)	EACH	3
1020	LIGHT STANDARD FOUNDATION	EACH	34
1030	SERVICE METER CABINET	EACH	1
1040	SAFETY SWITCH NEMA 3R, 100 AMPERE, 2-POLE, 240 VOL	EACH	1
1050	SIGN PANEL (CLASS I)	SF	450
1060	SIGNAL HEAD BACKPLATES	EACH	5



Biditem	Description	Units	Bid Quantity
1070	PEDESTRIAN SIGNAL FACE (16) (COUNTDOWN)	EACH	8
1080	TRAFFIC SIGNAL FACE (12-12-12)	EACH	13
1090	TRAFFIC SIGNAL CONTROLLER CABINET	EACH	1
1100	PEDESTRIAN PUSH BUTTON POST ASSEMBLY	EACH	8
1110	PEDESTRIAN PUSH BUTTON EXTENDER	EACH	1
1120	FIRE PREEMPTION UNIT	EACH	2
1130	VEHICLE DETECTION SYSTEM (SINGLE CAMERA)	EACH	2
1140	RECTANGULAR RAPID FLASHING BEACON	EACH	2
1150	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-20 FOOT MAST AR	EACH	2
1160	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-25 FOOT MAST AR	EACH	2
1170	TRAFFIC SIGNAL PEDESTAL POLE STEEL	EACH	6
1180	CLOSED CIRCUIT TELEVISION CAMERA	EACH	1
1190	LOAM AND SEED PATCH BACK	SY	180
1200	CRUSHED STONE PATCH BACK	SY	10
1210	ASPHALT PATCH BACK	SY	180
1220	CONCRETE PATCH BACK	SY	190
1230	CONNECT TO EXISTING WATERLINE	EACH	2
1240	3/4 INCH COPPER PIPE	LF	20
1250	CORPORATION STOP	EACH	2
1260	CURB STOP AND BOX	EACH	2
1270	BICYCLE RACK	EACH	2
1280	BENCH	EACH	6
1290	TRASH RECEPTACLE	EACH	6
1300	3/4 INCH WATER METER	EACH	2
1310	3/4 INCH BACKFLOW PREVENTER	EACH	2
1320	MASTER CONTROLLER	EACH	2
1330	WEATHER STATION	EACH	2
1340	1 INCH PLASTIC PIPE	LF	3240
1350	2 INCH PLASTIC PIPE (IRRIGATION/SLEEVE)	LF	5010
1360	DRIP EMITTER TUBING	LF	1025
1370	1 INCH EMITTER VALVE ASSEMBLY	EACH	6
1380	3/4 INCH FLUSH UNIT	EACH	11
1390	3/4 INCH PRESSURE REDUCING VALVE	EACH	1
1400	1 INCH DRAIN VALVE	EACH	3
1410	1 INCH AUTOMATIC CONTROL VALVE	EACH	2
1420	1 INCH QUICK-COUPLER VALVE	EACH	5
1430	2-WIRE CABLE	LF	1225
1440	1 INCH GATE VALVE	EACH	4
1450	1 INCH FLOW SENSOR	EACH	2



Biditem	Description	Units	Bid Quantity
1460	CONSTRUCTION SURVEYING	L S	1
1470	MOBILIZATION	L S	1
1480	PUBLIC INFORMATION SERVICES (TIER III)	L S	1
1490	EPOXY PAVEMENT MARKING	GAL	50
1500	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WORD-SY	SF	580
1510	PREFORMED THERMOPLASTIC PAVEMENT MARKING (XWALK-S	SF	1700
1520	PREFORMED THERMOPLASTIC PAVEMENT MARKING (DECORATI	SF	108
1530	SURVEY MONUMENT (TYPE 4)	EACH	4
1540	SURVEY MONUMENT (TYPE 5)	EACH	25
1550	SURVEY MONUMENT (TYPE 6)	EACH	2
1560	SURVEY MONUMENT (SPECIAL) - 3" RISERS	EACH	4
1570	MONUMENT BOX	EACH	4
1580	TRAFFIC CONTROL (SPECIAL) LS	LS	1
3000	QUALITY CONTROL TESTING	LS	1
4000	WORKFORCE DEVELOPEMENT	MO	12
5000	EROSION CONTROL MAINTENANCE	WK	56
10000	SHARED OFFICE/ YARD	LS	1
90000000	Overhead Labor, Relocation & Travel	LS	1
90002000	Support Equipment & Material Handling	LS	1
90004000	Equipment Adjustments	LS	1
90006000	Job Office Expenses	LS	1
90007000	Management Expenses	LS	1
90008000	Temporary Job Construction	LS	1
90011000	Misc. Equipment & Small Tools	LS	1
90012000	Safety & Quality Control Expenses	LS	1
90015000	Escalation & Overtime	LS	1
90017000	Finance Expense	LS	1



Current Estimate

The current estimate was developed using the Morrison Road Improvements South – CAP-1 Submittal dated March 17, 2026 provided by CCD and TOOLE Design as well as available standard specifications and details.

Contractor Risk Allocation

FlatironDragados has priced without risk included in the cost. A risk register was developed during preconstruction that contained all known risk items and quantified ROM dollar values for items that can be quantified. Risk register workshops have generated a list of Allowances with calculated amounts detailed in the specifications and shown in the cost breakdown.

Schedule

The Primavera P6 schedule has been developed based on the Work Breakdown Structure (WBS) and estimate activity durations and includes a five-day construction work week. The durations and logic have been reviewed by the construction team and is indicative of the Basis of Estimate. Schedule provided is for information only. A CPM Baseline schedule will be submitted in accordance with specification 108.03.

Table 2: Key Dates

Description	Start	Finish
Preconstruction Notice to Proceed	09/16/2024	-
Design Completion (90% South)	3/17/2026	-
Construction NTP (South)	6/22/2026	-
Substantial Completion (South)	-	8/20/2027
**Other key dates and schedule will be provided, discussed, and agreed to at a later date.		

2.0 Introduction

General

The Morrison Road Improvement Project is in the City and County of Denver and will utilize the CM/GC alternative delivery method. This Basis of Estimate Report summarizes the CAP-1 GMP South Estimate that utilizes information provided to FlatironDragados, and contains the following information:

- Project scope and description
- Cost basis and cost breakdown for construction cost/management cost
- Construction schedule narrative
- Procurement breakdown: suppliers, subcontractors, and services

Project Description

The Project will rehabilitate Morisson Road from Nevade Pl. to Sheridan Blvd and includes construction of two pedestrian plazas that will provide additional traffic calming and pedestrian amenities and enhancements. The CAP-1 GMP South Estimate includes construction from Stuart St. to Sheridan Blvd.



3.0 Cost Basis

The cost estimate developed for this project is a bottom-up estimate and has been prepared by the FlatironDragados Project team. The following has been incorporated into the cost basis:

- Establish scope and purpose of the estimate.
- Establish ground rules, general assumptions, and project constraints.
- Collect relevant information such as drawings, sketches, and specifications.
- Develop quantities through review of the design drawings quantities and input from CCD.
- Prepare the estimate understanding that risks will be captured in Allowances.
- Prepare and update the project schedule in alignment with the cost estimate productivity and associated durations.
- Review the estimate with construction industry subject matter experts, senior management, and executives.
- Finalize the estimate incorporating bonds, insurance, and CM/GC Fee.

The Basis of Estimate includes the following items:

- Classification of the estimate
- Schedule and critical path schedule
- Estimate breakdown organized by direct construction costs, indirect cost, bond/insurance, and CM/GC fee. Risk costs are captured in allowances.
- Supporting documentation including design drawings, sketches and details, work plan sketches and drawings, where applicable

3.1 General Assumptions

Table 3 summarizes the general assumptions utilized in the cost estimate. Additional Detailed Assumptions have been provided in Section 4.2.

Table 3: Basis of Estimate General Assumptions

Description	Basis of Estimate	Comments
Units of Measure	Imperial	
Estimate Currency	US Dollars	
Taxes	12.65% 9.15% 5.15%	Equipment Sales/Use Tax Construction Materials Sales Tax Permanent Materials Sales Tax
Hours of Work Onsite	10 hours per day; five days per week	
Construction Materials Rates*	2026 Estimated	All materials are quoted for anticipated construction schedule.
Permanent Materials Rates*	2026 Estimated	All materials are quoted for anticipated construction schedule.
Subcontract Rates	2026 Estimated	All subcontractor items are quoted for anticipated construction schedule.



*Rates are inclusive of freight

3.2 General Assumptions, Inclusions & Exclusions

General Assumptions and Clarifications

Assumptions

- Please review all clarifications to confirm approach is in alignment with the City's Position. It is understood that all quantities and associated costs will be reconciled between 90% and issued 100% issued for construction drawings.
- Paving blackout window (Nov. 15 – May 1)
- **Mobilization** – Includes all subcontractor mobilizations, FlatironDragados Mobilization & Demobilization.
- **Shared Office/Yard** – Includes rental and development of field office for FlatironDragados/CCD project team. This does not include a Field Laboratory for any field-testing requirements for QA or QC as it is not required per the specifications.
- **Quality Control Testing** – Includes testing and inspection as well as management. Excludes vibration monitoring for duration of construction if required.
- **Workforce Development** – Includes cost associated with enrollment and required off project training to comply with DEDO apprenticeship requirements. Per DCCP, the project will have a 3% apprenticeship goal.
- **Full Depth Asphalt Repairs** – Costs to perform this work have been included in the direct construction cost within the following bid items – Removal of Full Depth Asphalt – Roadway (8”), Sawing Asphalt Material (6 Inch), and Hot Mix Asphalt for the areas shown in the plans. Any additional areas identified during construction will be paid for under the Full Depth Asphalt Pavement Patching Allowance Item.
- **Full Depth Asphalt Patching (6” & 2’)** – Cost to account for the 6” and 2’ wide full depth asphalt removal and asphalt patching to allow for installation of new curb and gutter has been included. Costs to perform this work have been included in the direct construction cost within the following bid items - Removal of Full Depth Asphalt – Roadway (8”), Removal of Full Depth Asphalt & Conc Pvmt (8” Over 8”), Sawing Asphalt Material (8 Inch), and Hot Mix Asphalt (Patching) (Asphalt).

Clarifications

- Public Information Services (Tier III) – Duration based on approved CMP Schedule.
- Snow Removal – Snow removal consists the roadway, sidewalks, and driveways within the project limits, including lanes open to traffic. It is assumed that snow can be removed from site when needed and hauled to a City and County of Denver facility.

Schedule Assumptions and Clarifications

Assumptions

- Based on a 5-day work week
- Standard Federal Holidays are included as non-working days as shown in the contract documents
- Driveway construction is based on phased removal, replacements, and requirements in the traffic control plan specifications.
- Design dates provided are for information only and do not impact schedule NTP.



- Assumes utility relocation durations as detailed in the specifications.
- Assumed NTP Date of 6/22/26 as discussed in OAC Meetings, actual NTP date TBD due to contract approval duration. Any time/cost adjust is subject to contract documents and executed change order.
- Current Schedule includes an NTP date of 6/22/26 and a project substantial completion date of 08/20/27 as detailed in the contract documents. The GMP pricing submitted includes general conditions from these dates. Any time/cost adjustment, including general conditions, as a result of a delay in the progress of the work are subject to contract documents and executed change order.

Clarifications

- Paving blackout window (Nov. 15 – May 1)
- Utility relocations need to be scheduled a minimum of 90 days in advance per the contract documents. Any time/cost adjustment, including general conditions, as a result of a delay in the progress of the work are subject to contract documents and executed change order.

Removal Assumptions and Clarifications

Assumptions

- Per specification section 109, DADs tipping fees associated with disposal at DADs will be paid by the City.
- **Removal of Asphalt Mat (Planning)** – Quantities are based on 3" Milling at all asphalt removal locations per typical design details.
- **Removal of Full Depth Asphalt – Roadway (8")** – Saw cutting included in separate bid item - Sawing Asphalt Material (8 Inch). Includes full depth asphalt repair areas, full depth asphalt patching areas, and full depth asphalt removal areas per removal drawings.
- **Removal of Full Depth Asphalt & Concrete Pavement (8"/ 8")** – Asphalt Saw cutting costs have been included in separate bid item - Sawing Asphalt Material (8 Inch), however saw cutting costs for subsurface concrete are incidental to this bid item at assumed 8" Depth. Includes full depth asphalt repair areas, full depth asphalt patching areas, and full depth asphalt removal areas where subsurface concrete as shown per removal drawings.
- **Removal of Full Depth Asphalt – Tie-ins (6")** – Asphalt saw cutting is incidental to this bid item at assumed 6" depth.
- **Sawing Asphalt Material (8 Inch)** – Assumes depth of 8" for HMA saw cutting.
- **Unclassified Excavation** – This is all considered low production and phased work due to narrow working zones for these excavation areas.
- **Potholing Special** – A quantity of 200 in included in the costs and includes one pothole per utility per conduit crossing.

Clarifications

- All removals exclude any contaminated material discovered. If contaminated material is discovered, any additional costs for its disposal will be paid for utilizing the Environmental Health & Safety Management allowance.

Earthwork Assumptions and Clarifications

Assumptions



- **Vehicle Tracking Pad** – Includes utilization of prefabricated tracking pads per approved product list and specification 208.
- **Erosion Control Management** – This bid item is intended to cover erosion control inspections, documentation, meeting participation, SWMP Administration, and the preparation of the SWMP. Erosion control maintenance cost has been included in a separate bid item.
- **Snow Removal** – Will be conducted when city plows are deployed and consists of removal of snow from project limits per specification 104. The city will identify dump areas for access snow on the project. Snow removal of sidewalks will begin withing 6 hours of the last snow fall.

Clarifications

- Pricing and schedule does not include any type of contaminated/hazardous materials handling/hauling. If contaminated/hazardous material is discovered, any additional costs for its disposal will be paid for utilizing the Environmental Health & Safety Management allowance.
- Pricing and schedule does not include any impacts due to presence of migratory birds, but does include monitoring during construction.

Utility Assumptions and Clarifications

Assumptions

- **Adjust Manholes and Valve Box** – Includes vertical grade adjustments with no other modifications required prior to Asphalt Paving.
- **Connect to Existing Waterline** – Tap to the existing waterline will be performed by Denver Water. All system development charges are to be paid/waived by the city and Denver Water. Any plan review and/or application fees shall be reimbursed per specification 107.

Clarifications

- Pricing and schedule does not include any type of contaminated/hazardous materials handling/hauling. If contaminated/hazardous material is discovered, any additional costs for its disposal will be paid for utilizing the Environmental Health & Safety Management allowance.

Landscape Assumptions and Clarifications

Assumptions

- Tree protection zones to be chain link fence per sheet LP-13

Clarifications

- Landscape irrigation installation is pending Xcel transformer installation and Denver Water tap to main. Contractor to provide notice to utility owners as required in the specifications. All efforts will be made to install landscaping within planting and seeding windows detailed in the specifications.

Electrical/Traffic Control Assumptions and Clarifications

Assumptions



- **Xcel power service** – Installation of pedestrian lighting and new signals is dependent on the installation of the power source by Xcel. This coordination has been on going and is anticipated to continue through contract administration. Any delays caused by the installation of electrical service will be considered compensable time and allow for compensation of general conditions costs per contract documents and executed change order.

Roadway Assumptions and Clarifications

Assumptions

- N/A

Clarifications

- N/A

Drainage Assumptions and Clarifications

Assumptions

- N/A

Clarifications

- Drainage structures include the use of precast structures where possible.

Flatwork Assumptions and Clarifications

Assumptions

- **Curb and Gutter** – All curb and gutter to include transition to different height curb heads.
- **Median Cover Material (4in Patterned Concrete)** – Includes stamp pattern and color as detailed in the contract documents.

Clarifications

- Flatwork Concrete Mix Design includes the use of fibermesh reinforcement per CCD Standards.
- Flatwork includes cost for subgrade prep/recompact and backfill.

Traffic Control Assumptions and Clarifications

Assumptions

- **Project Traffic Control**
 - Assumes permitting approval for anticipated road closures and detours as shown in provided phasing drawing.

Clarifications

- Credit for one-way phasing approach to be applied if one-way plan is approved as submitted per the phasing plan labeled “2025.11.20 - South Phasing - One-Way Traffic” shared on 11/21/2025.



- Credit to be adjusted pending review comments and if additional traffic control measures are needed.

Allowance Assumptions and Clarifications

Assumptions

- **Adjust Utilities** – This allowance does not include any material purchases needed to adjust a utility. Utility adjustments requires additional material, will be paid out of the “Modify Utilities” allowance.
- **Fuel Cost Adjustment** – Unit prices include all escalation and surcharges for on-highway diesel fuel up to \$4.00/gal. The contractor shall be compensated for any costs incurred for fuel fluctuations as detailed in the contract documents

Clarifications

- The allowance account items are not intended for use in upgrading or enlarging the scope of the Work. At no time shall it be used for Changes in the Work authorized by design change or for any matter for which the Contractor is entitled an increase in the GMP or Contract Time under the terms of the Contract Documents, which such changes may only be accomplished by Change Order.

Considered Working Hours

Day operations are scheduled to occur primarily Monday to Friday, between 7:00 a.m. and 5:00 p.m, Night operations are not anticipated for is project. The estimate assumes working window within a work zone will be restricted to the hours described in the Noise Ordinance. The estimate may include shift modifications to achieve schedule constraints. The estimate may also include the necessary shift modifications during special work windows to comply with time constraints.

4.0 Schedule Basis

4.1 Introduction

The start of this schedule is based upon a 06/22/2026 mobilization date. Currently, the project completion is 08/20/2027 for CAP-1 GMP South segment.

4.2 Schedule Basis

Schedule Assumptions & Clarifications

1. Construction Notice to Proceed – 06/22/2026
2. South Segment Substantial Completion – 08/20/2027

General Approach:

The schedule starts with designs progressing from 30% to 100% with estimates and GMPs. Once design is complete submittals and procurement will begin along with site office setup.

Included Procurement Lead Times:



- Light Standard Foundations: 45 Days
- Light Standard Materials: 98 Days
- Site Furnishings: 65 Days
- Drainage Materials: 30 Days
- Electrical Pedestal Cabinet: 280 Days
- Traffic Mast Arms: 112 Days

Critical Path:

FlatironDragados is providing a draft CPM schedule. Considering this submittal only accounts for half of the project, critical path narrative and exhibits will be provided for the full project when available.

4.3 Additional Schedule Assumptions

4.3.1 Procurement

Material procurement, especially for the Traffic and lighting scopes, are a critical component of procurement for the project, which will be driven by quality submittals that go through the review and approval process in an efficient manner.

4.3.2 Utility Relocations

The utility relocation coordination will be a critical aspect of maintaining the schedule and completion date. Many utility relocations are shown to be done during construction, making it crucial for the utility companies to meet schedule timeframes shown in the approved baseline schedule.

4.3.3 Coordination

Coordination between FlatironDragados, CCD, & PIO will be critical in project success. The project will impact many businesses and residential homes that will require prompt notification and communication.

4.3.4 Calendars

The following calendars were used in the creation of this schedule.

1. Global – Standard 5 Day Workweek w/ holidays – Used for design and construction activities.
2. Global – Paving – Used for asphalt paving
3. Global – 7 Day Workweek – Used procurement activities

5.0 Estimate Breakdown

The cost estimate includes a detailed cost model, providing detail at a resource level, bid item level, and summary D-Group level. Please Reference Appendix C Detailed Cost Model



5.1 Construction Price

The construction price consists of the cost to complete all scope of work involved with construction, bond, insurance, and the CM/GC fee.

5.1.1 General

Table 5 below shows the breakdown of different cost types in the estimate. Please reference Appendix C for the detailed cost estimate for a further breakdown of cost by work activity.

Table 4: Construction Cost Breakdown – 90% Cap-1 GMP South

	Labor	Equipment	Const Materials	Perm Material	Sub-contract / Trucking	Other Indirect	Total Cost
General	\$2,401,104.19	\$1,180,624.04	\$159,939.66	\$64,846.44	\$4,375,064.64	\$294,409	\$9,742,187
% of Total Cost	24.7%	12.1%	1.6 %	0.7 %	44.9 %	3.0 %	100 %

Vehicles

The GMP includes cost for vehicles for the project staff. Staff will either have a vehicle allowance or a company pickup.

5.1.2 Contractor Insurance and Bonding

The following rates include estimates for insurance and bonding. Bonding and Insurance costs are calculated based on the total contract value.

Insurance

Insurance plugs have been provided to ICE for comparison purposes.

Bonding

- \$11.25 per \$1,000

5.1.3 Sales & Use Tax

The following rate was included in the estimate to cover all state and local sales taxes.

- Equipment Sales/Use Tax: 12.65% (2.9% State Sales/Use Tax + 2.0% SMM Fee + 1.5% Environmental Fee + 5.15% Denver Sales/Use Tax + 1.0% RTD Sales/Use Tax + 0.10% CFD Sales Tax)
- Permanent Materials Sale Tax: 5.15% (5.15% Denver County Sales Tax)
- Construction Materials Sales Tax: 9.15% (2.9% State Sales/Use Tax + 5.15% Denver Sales/Use Tax + 1.0% RTD Sales/Use Tax + 0.10% CFD Sales Tax)

5.1.5 Contractor's Margin

The following rates were included in FlatironDragados in the estimate:

- Contractor's Fee has been updated to 10% Markup on total estimate. The markup percent is applied to direct construction cost, indirect/GC/GR cost.



- Contractor's fee shown in this GMP does not include the allowance totals. Contractor's fee is to be applied to all allowance dollars paid to contractor.

5.2 Escalation

- All pricing valid through 2027. Escalation beyond 2027 will be agreed upon during reconciliation.

5.3 MWBE Requirements

MWBE goal is 21% of the total construction value.

6.0 Procurement: Subcontractors, Service, and Material Suppliers

The tables below summarize the major subcontract, material supply, and service scopes.

Table 5: Major Materials Cost

Material Supply	Total Cost
Aggregates	\$29,394.00
Precast/RCP	\$10,565.00

Table 6: Major Subcontracts Cost

Subcontracts	Total Cost
HMA/Asphalt/Milling	\$ 818,990
Site Electrical	\$ 1,301,806
Landscape/Irrigation	\$ 474,000



Appendix A – Design Drawings / Specifications / Other Documents- Provided Separately



Appendix B – Estimating Instructions



Appendix C – Cost Model



Morrison Road CM/GC

90% GMP South Cost Summary

Revision:

2

Date:

4/23/2026

D Group Code	D Group Description	Unit	Bid Quantity	Unit Price	Extended Total
10	DEMOLITION	LS	1	\$ 791,135.77	\$ 791,135.77
20	EARTHWORK	LS	1	\$ 267,639.72	\$ 267,639.72
30	ELECTRICAL	LS	1	\$ 1,130,306.81	\$ 1,130,306.81
40	EROSION CONTROL	LS	1	\$ 302,758.25	\$ 302,758.25
50	FLATWORK	LS	1	\$ 1,334,273.61	\$ 1,334,273.61
60	FURNISHINGS	LS	1	\$ 48,878.35	\$ 48,878.35
70	HMA	LS	1	\$ 679,870.65	\$ 679,870.65
80	LANDSCAPE	LS	1	\$ 509,724.67	\$ 509,724.67
90	MOBILIZATION	LS	1	\$ 230,688.19	\$ 230,688.19
100	PAVERS	LS	1	N/A	N/A
110	STRIPE & SIGN	LS	1	\$ 73,479.20	\$ 73,479.20
120	STRUCTURAL	LS	1	\$ -	\$ -
130	SURVEY/QC	LS	1	\$ 307,362.82	\$ 307,362.82
140	TEMP FACILITIES	LS	1	\$ 272,199.47	\$ 272,199.47
150	TRAFFIC CONTROL	LS	1	\$ 1,266,198.93	\$ 1,266,198.93
160	UTILITIES	LS	1	\$ 194,682.07	\$ 194,682.07

SUBTOTAL DIRECT COST OF WORK: \$ 7,409,198.51

GENERAL CONDITIONS, REQUIREMENTS, INDIRECTS

90000000	Overhead Labor, Relocation & Travel	LS	1	\$ 1,421,710.30	\$ 1,421,710.30
90002000	Support Equipment & Material Handling	LS	1	\$ 314,382.11	\$ 314,382.11
90004000	Equipment Adjustments	LS	1	\$ 277,042.26	\$ 277,042.26
90006000	Job Office Expenses	LS	1	\$ 79,151.50	\$ 79,151.50
90007000	Management Expenses	LS	1	\$ 9,823.50	\$ 9,823.50
90008000	Temporary Job Construction	LS	1	\$ 160,499.75	\$ 160,499.75
90011000	Misc. Equipment & Small Tools	LS	1	\$ 26,174.11	\$ 26,174.11
90012000	Safety & Quality Control Expenses	LS	1	\$ 10,469.64	\$ 10,469.64
90015000	Escalation & Overtime	LS	1	\$ 33,735.22	\$ 33,735.22

SUBTOTAL GC/GR/INDIRECT: \$ 2,332,988.39

BONDS AND INSURANCE

	Performance and Payment Bonds	LS	1	\$ 112,685.65	\$ 112,685.65
	General Liability	LS	1	\$ 105,924.51	\$ 105,924.51
	Builder's Risk	LS	1	\$ 56,342.83	\$ 56,342.83
	Excess Liability/Umbrella	LS	1	\$ 126,207.93	\$ 126,207.93

SUBTOTAL BOND AND INSURANCE: \$ 401,160.92

MARKUP/FEES

	Markup %	%	10.0%	\$ 974,218.69	\$ 974,218.69
					\$ -

SUBTOTAL FEES: \$ 974,218.69
TOTAL CONSTRUCTION COSTS: \$ 11,117,566.51

90% GMP Allowances

	F/A - QUANTITY VARIANCE	LS	1	\$ 155,000.00	\$ 155,000.00
	F/A - MINOR CONTRACT REVISIONS	LS	1	\$ 324,000.00	\$ 324,000.00
	F/A - FULL DEPTH PAVEMENT PATCHING	LS	1	\$ 238,000.00	\$ 238,000.00
	F/A - SUBGRADE REPAIR	LS	1	\$ 96,000.00	\$ 96,000.00
	F/A - ADJUST UTILITIES	LS	1	\$ 16,000.00	\$ 16,000.00
	F/A - MODIFY UTILITIES	LS	1	\$ 18,000.00	\$ 18,000.00
	F/A - FURNISH AND INSTALL ELECTRICAL SERVICE	LS	1	\$ 95,000.00	\$ 95,000.00
	F/A - ENVIRONMENTAL HEALTH & SAFETY MANAGEMENT	LS	1	\$ 56,500.00	\$ 56,500.00
	F/A - FUEL COST ADJUSTMENT	LS	1	\$ 22,000.00	\$ 22,000.00

SUBTOTAL ALLOWANCE: \$ 1,020,500.00

90% GMP Summary Notes

Bonds and Insurance rates are calculated based on total anticipated contract value.

Markup applies to direct cost of work and indirects.

All values are based on 90% documents including some allowances provided by CCD/Engineer and per the direction of DOTI.

Contingency is proposed as a % of total value at the 90% level. Final Force Account Values TBD

FlatironDragados Morrison Road CM/GC

90% GMP South Schedule of Values

Revision:
Date:

1
3/30/2026

Bid Item	Description	Units	Bid Quantity	Unit Price	Extended Total
10	CLEARING AND GRUBBING	LS	1	\$ 20,712.33	\$ 20,712.33
20	REMOVAL OF STRUCTURE	EACH	9	\$ 654.82	\$ 5,893.39
30	REMOVAL OF TREE	EACH	6	\$ 1,858.71	\$ 11,152.26
40	REMOVAL OF INLET	EACH	1	\$ 2,173.64	\$ 2,173.64
50	REMOVAL OF VALVE	EACH	1	\$ 1,917.68	\$ 1,917.68
60	REMOVAL OF PIPE	LF	24	\$ 99.74	\$ 2,393.77
70	REMOVAL OF BOLLARD	EACH	10	\$ 294.67	\$ 2,946.70
80	REMOVAL OF SIDEWALK	SY	2380	\$ 35.42	\$ 84,309.92
90	REMOVAL OF CURB AND GUTTER	LF	6370	\$ 14.35	\$ 91,387.89
100	REMOVAL OF CONCRETE CURB RAMP	SY	140	\$ 89.50	\$ 12,529.75
110	REMOVAL OF CONCRETE PAVEMENT	SY	980	\$ 78.61	\$ 77,036.64
120	REMOVAL OF FULL DEPTH ASPHALT - ROADWAY	SY	4240	\$ 31.27	\$ 132,571.92
130	REMOVAL OF FULL DEPTH ASPHALT & CONC PVMT	SY	1850	\$ 67.26	\$ 124,426.43
140	REMOVAL OF FULL DEPTH ASPHALT - TIE INS	SY	760	\$ 36.41	\$ 27,672.14
150	REMOVAL OF ASPHALT MAT (PLANING)	SY	16810	\$ 7.20	\$ 121,113.98
160	REMOVAL OF PAVEMENT MARKING	SF	280	\$ 5.35	\$ 1,497.24
170	REMOVAL OF LIGHT STANDARD	EACH	7	\$ 675.35	\$ 4,727.48
180	REMOVAL OF LIGHT STANDARD FOUNDATION	EACH	9	\$ 1,501.37	\$ 13,512.29
190	REMOVAL OF LUMINAIRE	EACH	9	\$ 181.83	\$ 1,636.44
200	REMOVAL OF GROUND SIGN	EACH	28	\$ 304.57	\$ 8,527.92
210	REMOVAL OF SIGN PANEL	EACH	20	\$ 126.90	\$ 2,538.07
220	REMOVAL OF PULL BOX	EACH	3	\$ 389.63	\$ 1,168.88
230	REMOVAL OF TRAFFIC SIGNAL POLE	EACH	4	\$ 2,961.17	\$ 11,844.68
240	REMOVAL OF FENCE (5055 MORRISON RD)	LF	66	\$ 25.00	\$ 1,650.00
250	REMOVAL OF FENCE (4444 MORRISON RD)	LF	139	\$ 25.00	\$ 3,475.00
260	REMOVAL OF FENCE (4567 MORRISON RD)	LF	43	\$ 25.00	\$ 1,075.00
270	CLEAN VALVE BOX	EACH	43	\$ 245.00	\$ 10,535.00
280	SAWING ASPHALT MATERIAL (6 INCH)	LF	17720	\$ 1.20	\$ 21,244.33
290	UNCLASSIFIED EXCAVATION	CY	350	\$ 171.30	\$ 59,953.33
295	EMBANKMENT MATERIAL (CIP)	CY	400	\$ 146.48	\$ 58,590.38
300	POTHOLING	HR	200	\$ 212.50	\$ 42,500.00
310	TOPSOIL	CY	99	\$ 105.90	\$ 10,484.37
320	EROSION LOG TYPE 1 (12 INCH)	LF	480	\$ 5.41	\$ 2,597.95
330	CONCRETE WASHOUT STRUCTURE	EACH	2	\$ 5,457.50	\$ 10,915.00
340	STORM DRAIN INLET PROTECTION (TYPE I)	LF	50	\$ 8.20	\$ 409.80
350	STORM DRAIN INLET PROTECTION (TYPE II)	EACH	24	\$ 247.42	\$ 5,938.14
360	VEHICLE TRACKING PAD	EACH	4	\$ 16,644.12	\$ 66,576.48
370	SWEEPING (SEDIMENT REMOVAL)	HOURL	250	\$ 151.40	\$ 37,849.10
380	EROSION CONTROL MANAGEMENT	LS	1	\$ 40,132.13	\$ 40,132.13
390	RESET FIRE HYDRANT	EACH	2	\$ 8,000.00	\$ 16,000.00
400	RESET LIGHT STANDARD	EACH	5	\$ 1,641.63	\$ 8,208.16
410	RESET LUMINAIRE	EACH	5	\$ 264.95	\$ 1,324.73
420	RESET GROUND SIGN	EACH	14	\$ 456.85	\$ 6,395.94
430	RESET SIGN PANEL	EACH	6	\$ 126.90	\$ 761.42
440	RESET PULL BOX	EACH	2	\$ 654.58	\$ 1,309.15
450	RESET FIRE PREEMPTION UNIT	EACH	2	\$ 1,241.62	\$ 2,483.23
460	RESET TRAFFIC SIGNAL VEHICLE DETECTOR	EACH	2	\$ 1,288.37	\$ 2,576.74
470	RESET INTERSECTION DETECTION SYSTEM (CAMERA)	EACH	2	\$ 1,288.37	\$ 2,576.74
480	ADJUST MANHOLE	EACH	25	\$ 890.29	\$ 22,257.33
490	ADJUST VALVE BOX	EACH	87	\$ 333.86	\$ 29,045.82
500	ADJUST WATER METER	EACH	10	\$ 700.67	\$ 7,006.67
510	SOIL PREPARATION (SPECIAL)	ACRE	0.125	\$ 17,515.36	\$ 2,189.42
520	TREE RETENTION AND PROTECTION	LF	918	\$ 61.63	\$ 56,575.46
530	WOOD MULCH (WEED FREE)	SF	5190	\$ 1.97	\$ 10,209.77
540	LANDSCAPE BOULDER	SF	27	\$ 456.84	\$ 12,334.55

545	LANDSCAPE MAINTENANCE (24 MONTH)	LS	1	\$	29,043.74	\$	29,043.74
550	SOIL CELLS (36" DEPTH) WITH INFILL	SF	367	\$	97.58	\$	35,810.59
560	DECIDUOUS TREE (2.5 INCH CALIPER)	EACH	26	\$	885.25	\$	23,016.61
570	DECIDUOUS SHRUB (#3 CONTAINER)	EACH	193	\$	69.29	\$	13,373.03
580	EVERGREEN SHRUB (#3 CONTAINER)	EACH	77	\$	75.36	\$	5,802.40
590	PERENNIALS (#1 CONTAINER)	EACH	46	\$	28.47	\$	1,309.63
595	WILDLIFE BIOLOGIST	HR	72	\$	150.67	\$	10,848.24
600	MATERIALS MANAGEMENT PLAN	L S	1	\$	4,000.00	\$	4,000.00
610	AGGREGATE BASE COURSE (CLASS 6)	CY	430	\$	209.12	\$	89,922.22
620	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TN	590	\$	183.62	\$	108,337.57
630	ASPHALT SPEED CUSHION	EACH	16	\$	3,060.38	\$	48,966.13
640	HOT MIX ASPHALT (GRADING SX) (100) (PG 64-28)	TON	2900	\$	161.37	\$	467,960.53
650	CONCRETE PAVEMENT (11 INCH)	SY	300	\$	134.44	\$	40,331.77
655	GEOTEXTILE (INTERLAYER)(SPECIAL)	SY	1275	\$	15.52	\$	19,788.62
660	DRILLED SHAFT (24 INCH)	LF	32	\$	384.43	\$	12,301.84
670	DRILLED SHAFT (36 INCH)	LF	48	\$	753.28	\$	36,157.44
680	15 INCH REINFORCED CONCRETE PIPE (CIP)	LF	71	\$	213.61	\$	15,166.28
690	INLET TY 14 L9 (5 FT)	EACH	1	\$	15,126.10	\$	15,126.10
700	GASKETED MANHOLE RING AND COVER	EACH	9	\$	3,100.99	\$	27,908.87
710	NEW WOODEN SPLIT RAIL FENCE AND POSTS (5055 MORRIS	LF	60	\$	75.00	\$	4,500.00
720	NEW WOODEN SPLIT RAIL FENCE AND POSTS (4567 MORRIS	LF	45	\$	75.00	\$	3,375.00
730	NEW WROUGHT IRON FENCE (4444 MORRISON RD)	LF	143	\$	125.00	\$	17,875.00
740	CONCRETE SIDEWALK	SY	3270	\$	109.21	\$	357,115.00
750	CONCRETE SIDEWALK (6 INCH)	SY	2030	\$	111.59	\$	226,530.42
760	CONCRETE CURB RAMP	SY	850	\$	161.20	\$	137,024.07
770	CURB TYPE 2 (SECTION B) (4 INCH)	LF	450	\$	52.99	\$	23,843.72
780	CURB AND GUTTER TYPE 2 (SECTION I-B)	LF	330	\$	55.02	\$	18,155.43
790	CURB AND GUTTER TYPE 2 (SECTION I-B) (4 INCH)	LF	820	\$	51.97	\$	42,614.28
800	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	2520	\$	56.03	\$	141,199.73
810	CURB AND GUTTER TYPE 2 (SECTION II-B) (4 INCH)	LF	4240	\$	52.99	\$	224,658.66
820	CURB AND GUTTER TYPE 2 (SECTION II-M) (4 INCH)	LF	60	\$	53.70	\$	3,221.94
830	GUTTER TYPE 2 (8 FOOT)	LF	30	\$	112.90	\$	3,387.06
840	MEDIAN COVER MATERIAL (4 INCH PATTERNED CONCRETE)	SF	2079	\$	32.25	\$	67,045.60
850	36 INCH WHITE FLEXIBLE DELINEATOR POST	EA	38	\$	203.05	\$	7,715.74
860	2 INCH ELECTRICAL CONDUIT (BORED)	LF	150	\$	51.95	\$	7,792.55
870	3 INCH ELECTRICAL CONDUIT (BORED)	LF	400	\$	67.54	\$	27,014.20
880	2 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	2750	\$	38.76	\$	106,590.86
890	3 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	80	\$	36.37	\$	2,909.22
900	PULL BOX (TYPE 2 & TYPE 4)	EACH	35	\$	2,675.44	\$	93,640.51
910	TYPE THREE PULL BOX	EACH	7	\$	2,597.52	\$	18,182.62
920	METER POWER PEDESTAL	EA	1	\$	10,987.50	\$	10,987.50
930	LIGHTING CONTROL CENTER	EA	1	\$	11,626.49	\$	11,626.49
940	POWER TRANSFORMER	LS	2	\$	13,320.07	\$	26,640.14
950	TRANSFORMER BASE	EA	2	\$	4,358.64	\$	8,717.27
960	WIRING	L S	1	\$	73,182.46	\$	73,182.46
990	LUMINAIRE (LED) (14,000 LUMENS)	EACH	3	\$	909.13	\$	2,727.39
1000	LIGHT STANDARD AND LUMINAIRE (PEDESTRIAN)	EACH	31	\$	6,634.06	\$	205,655.84
1010	LIGHT STANDARD STEEL (30 FOOT)	EACH	3	\$	4,504.10	\$	13,512.29
1020	LIGHT STANDARD FOUNDATION	EACH	34	\$	3,896.28	\$	132,473.39
1030	SERVICE METER CABINET	EACH	1	\$	10,987.50	\$	10,987.50
1040	SAFETY SWITCH NEMA 3R, 100 AMPERE, 2-POLE, 240 VOL	EACH	1	\$	1,888.91	\$	1,888.91
1050	SIGN PANEL (CLASS I)	SF	450	\$	41.56	\$	18,702.14
1060	SIGNAL HEAD BACKPLATES	EACH	5	\$	150.66	\$	753.28
1070	PEDESTRIAN SIGNAL FACE (16) (COUNTDOWN)	EACH	8	\$	768.87	\$	6,150.92
1080	TRAFFIC SIGNAL FACE (12-12-12)	EACH	13	\$	919.52	\$	11,953.78
1090	TRAFFIC SIGNAL CONTROLLER CABINET	EACH	1	\$	61,197.51	\$	61,197.51
1100	PEDESTRIAN PUSH BUTTON POST ASSEMBLY	EACH	8	\$	4,504.10	\$	36,032.76
1110	PEDESTRIAN PUSH BUTTON EXTENDER	EACH	1	\$	379.24	\$	379.24
1120	FIRE PREEMPTION UNIT	EACH	2	\$	2,540.37	\$	5,080.74
1130	VEHICLE DETECTION SYSTEM (SINGLE CAMERA)	EACH	2	\$	22,234.75	\$	44,469.50
1140	RECTANGULAR RAPID FLASHING BEACON	EACH	2	\$	11,553.76	\$	23,107.52
1150	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-20 FOOT MAST AR	EACH	2	\$	20,697.02	\$	41,394.04
1160	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-25 FOOT MAST AR	EACH	2	\$	21,138.60	\$	42,277.19

Revision: 1												
Date: 3/30/2026												
Biditem	Description	Units	Bid Quantity	Manhours	Labor + Burden	Permanent Mat'l	Construction Mat'l	Equipment	Subcontract	Trucking	Indirect	Total
10	CLEARING AND GRUBBING	L S	1	150	\$9,581	\$0	\$0	\$9,595	\$0	\$1,536	\$0	\$20,712
20	REMOVAL OF STRUCTURE	EACH	9	60	\$3,721	\$0	\$0	\$1,660	\$0	\$512	\$0	\$5,893
30	REMOVAL OF TREE	EACH	6	60	\$3,833	\$0	\$0	\$3,838	\$3,482	\$0	\$0	\$11,152
40	REMOVAL OF INLET	EACH	1	15	\$958	\$0	\$0	\$960	\$0	\$256	\$0	\$2,174
50	REMOVAL OF VALVE	EACH	1	15	\$958	\$0	\$0	\$960	\$0	\$0	\$0	\$1,918
60	REMOVAL OF PIPE	LF	24	15	\$958	\$220	\$0	\$960	\$0	\$256	\$0	\$2,394
70	REMOVAL OF BOLLARD	EACH	10	30	\$1,861	\$0	\$0	\$830	\$0	\$256	\$0	\$2,947
80	REMOVAL OF SIDEWALK	SY	2,380.00	554	\$35,355	\$0	\$0	\$35,406	\$0	\$13,548	\$0	\$84,310
90	REMOVAL OF CURB AND GUTTER	LF	6,370.00	613	\$39,124	\$0	\$0	\$39,180	\$0	\$13,083	\$0	\$91,388
100	REMOVAL OF CONCRETE CURB RAMP	SY	140	90	\$5,749	\$0	\$0	\$5,757	\$0	\$1,024	\$0	\$12,530
110	REMOVAL OF CONCRETE PAVEMENT	SY	980	544	\$34,777	\$0	\$0	\$34,827	\$0	\$7,432	\$0	\$77,037
120	REMOVAL OF FULL DEPTH ASPHALT - ROADWAY	SY	4,240.00	848	\$54,167	\$0	\$0	\$54,245	\$0	\$24,160	\$0	\$132,572
130	REMOVAL OF FULL DEPTH ASPHALT & CONC PVMT	SY	1,850.00	617	\$39,389	\$0	\$0	\$39,446	\$21,008	\$24,583	\$0	\$124,426
140	REMOVAL OF FULL DEPTH ASPHALT - TIE INS	SY	760	152	\$9,709	\$0	\$0	\$9,723	\$3,905	\$4,335	\$0	\$27,672
150	REMOVAL OF ASPHALT MAT (PLANING)	SY	16,810.00	504	\$30,007	\$0	\$0	\$10,834	\$38,251	\$42,022	\$0	\$121,114
160	REMOVAL OF PAVEMENT MARKING	SF	280	-	\$0	\$0	\$0	\$0	\$1,497	\$0	\$0	\$1,497
170	REMOVAL OF LIGHT STANDARD	EACH	7	-	\$0	\$0	\$0	\$0	\$4,727	\$0	\$0	\$4,727
180	REMOVAL OF LIGHT STANDARD FOUNDATION	EACH	9	-	\$0	\$0	\$0	\$0	\$13,512	\$0	\$0	\$13,512
190	REMOVAL OF LUMINAIRE	EACH	9	-	\$0	\$0	\$0	\$0	\$1,636	\$0	\$0	\$1,636
200	REMOVAL OF GROUND SIGN	EACH	28	-	\$0	\$0	\$0	\$0	\$8,528	\$0	\$0	\$8,528
210	REMOVAL OF SIGN PANEL	EACH	20	-	\$0	\$0	\$0	\$0	\$2,538	\$0	\$0	\$2,538
220	REMOVAL OF PULL BOX	EACH	3	-	\$0	\$0	\$0	\$0	\$1,169	\$0	\$0	\$1,169
230	REMOVAL OF TRAFFIC SIGNAL POLE	EACH	4	-	\$0	\$0	\$0	\$0	\$11,845	\$0	\$0	\$11,845
240	REMOVAL OF FENCE (5055 MORRISON RD)	LF	66	-	\$0	\$0	\$0	\$0	\$1,650	\$0	\$0	\$1,650
250	REMOVAL OF FENCE (4444 MORRISON RD)	LF	139	-	\$0	\$0	\$0	\$0	\$3,475	\$0	\$0	\$3,475
260	REMOVAL OF FENCE (4567 MORRISON RD)	LF	43	-	\$0	\$0	\$0	\$0	\$1,075	\$0	\$0	\$1,075
270	CLEAN VALVE BOX	EACH	43	-	\$0	\$0	\$0	\$0	\$10,535	\$0	\$0	\$10,535
280	SAWING ASPHALT MATERIAL (6 INCH)	LF	17,720.00	-	\$0	\$0	\$0	\$0	\$21,244	\$0	\$0	\$21,244
290	UNCLASSIFIED EXCAVATION	CY	350	440	\$27,529	\$0	\$0	\$21,226	\$0	\$11,199	\$0	\$59,953
295	EMBANKMENT MATERIAL (CIP)	CY	400	500	\$31,290	\$3,175	\$0	\$24,126	\$0	\$0	\$0	\$58,590
300	POTHOLING	HR	200	-	\$0	\$0	\$0	\$0	\$42,500	\$0	\$0	\$42,500
310	TOPSOIL	CY	99	-	\$0	\$0	\$0	\$0	\$10,484	\$0	\$0	\$10,484
320	EROSION LOG TYPE 1 (12 INCH)	LF	480	-	\$0	\$0	\$0	\$0	\$2,598	\$0	\$0	\$2,598
330	CONCRETE WASHOUT STRUCTURE	EACH	2	-	\$0	\$0	\$10,915	\$0	\$0	\$0	\$0	\$10,915
340	STORM DRAIN INLET PROTECTION (TYPE I)	LF	50	-	\$0	\$0	\$0	\$0	\$410	\$0	\$0	\$410
350	STORM DRAIN INLET PROTECTION (TYPE II)	EACH	24	-	\$0	\$0	\$0	\$0	\$5,938	\$0	\$0	\$5,938
360	VEHICLE TRACKING PAD	EACH	4	297	\$17,871	\$0	\$45,843	\$2,862	\$0	\$0	\$0	\$66,576
370	SWEEPING (SEDIMENT REMOVAL)	HOURL	250	188	\$11,629	\$0	\$0	\$13,115	\$13,105	\$0	\$0	\$37,849
380	EROSION CONTROL MANAGEMENT	LS	1	-	\$40,132	\$0	\$0	\$0	\$0	\$0	\$0	\$40,132
390	RESET FIRE HYDRANT	EACH	2	-	\$0	\$0	\$0	\$0	\$16,000	\$0	\$0	\$16,000
400	RESET LIGHT STANDARD	EACH	5	-	\$0	\$0	\$0	\$0	\$8,208	\$0	\$0	\$8,208
410	RESET LUMINAIRE	EACH	5	-	\$0	\$0	\$0	\$0	\$1,325	\$0	\$0	\$1,325
420	RESET GROUND SIGN	EACH	14	-	\$0	\$0	\$0	\$0	\$6,396	\$0	\$0	\$6,396
430	RESET SIGN PANEL	EACH	6	-	\$0	\$0	\$0	\$0	\$761	\$0	\$0	\$761
440	RESET PULL BOX	EACH	2	-	\$0	\$0	\$0	\$0	\$1,309	\$0	\$0	\$1,309
450	RESET FIRE PREEMPTION UNIT	EACH	2	-	\$0	\$0	\$0	\$0	\$2,483	\$0	\$0	\$2,483
460	RESET TRAFFIC SIGNAL VEHICLE DETECTOR	EACH	2	-	\$0	\$0	\$0	\$0	\$2,577	\$0	\$0	\$2,577
470	RESET INTERSECTION DETECTION SYSTEM (CAMERA)	EACH	2	-	\$0	\$0	\$0	\$0	\$2,577	\$0	\$0	\$2,577
480	ADJUST MANHOLE	EACH	25	-	\$0	\$0	\$0	\$0	\$22,257	\$0	\$0	\$22,257
490	ADJUST VALVE BOX	EACH	87	-	\$0	\$0	\$0	\$0	\$29,046	\$0	\$0	\$29,046
500	ADJUST WATER METER	EACH	10	60	\$3,694	\$1,577	\$0	\$1,736	\$0	\$0	\$0	\$7,007
510	SOIL PREPARATION (SPECIAL)	ACRE	0.125	-	\$0	\$0	\$0	\$0	\$2,189	\$0	\$0	\$2,189
520	TREE RETENTION AND PROTECTION	LF	918	550	\$33,027	\$0	\$0	\$14,369	\$9,180	\$0	\$0	\$56,575
530	WOOD MULCH (WEED FREE)	SF	5,190.00	-	\$0	\$0	\$0	\$0	\$10,210	\$0	\$0	\$10,210
540	LANDSCAPE BOULDER	SF	27	-	\$0	\$0	\$0	\$0	\$12,335	\$0	\$0	\$12,335
545	LANDSCAPE MAINTENANCE (24 MONTH)	LS	1	-	\$0	\$0	\$0	\$0	\$29,044	\$0	\$0	\$29,044
550	SOIL CELLS (36" DEPTH) WITH INFILL	SF	367	20	\$1,290	\$0	\$0	\$1,059	\$32,168	\$1,293	\$0	\$35,811
560	DECIDUOUS TREE (2.5 INCH CALIPER)	EACH	26	-	\$0	\$0	\$0	\$0	\$23,017	\$0	\$0	\$23,017

570	DECIDUOUS SHRUB (#3 CONTAINER)	EACH	193	-	\$0	\$0	\$0	\$0	\$13,373	\$0	\$0	\$13,373
580	EVERGREEN SHRUB (#3 CONTAINER)	EACH	77	-	\$0	\$0	\$0	\$0	\$5,802	\$0	\$0	\$5,802
590	PERENNIALS (#1 CONTAINER)	EACH	46	-	\$0	\$0	\$0	\$0	\$1,310	\$0	\$0	\$1,310
595	WILDLIFE BIOLOGIST	HR	72	-	\$0	\$0	\$0	\$0	\$10,848	\$0	\$0	\$10,848
600	MATERIALS MANAGEMENT PLAN	LS	1	-	\$0	\$0	\$0	\$0	\$4,000	\$0	\$0	\$4,000
610	AGGREGATE BASE COURSE (CLASS 6)	CY	430	645	\$40,470	\$20,681	\$327	\$28,444	\$0	\$0	\$0	\$89,922
620	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TN	590	-	\$0	\$0	\$0	\$0	\$108,338	\$0	\$0	\$108,338
630	ASPHALT SPEED CUSHION	EACH	16	-	\$0	\$0	\$0	\$0	\$48,966	\$0	\$0	\$48,966
640	HOT MIX ASPHALT (GRADING SX) (100) (PG 64-28)	TON	2,900.00	-	\$0	\$0	\$0	\$0	\$467,961	\$0	\$0	\$467,961
650	CONCRETE PAVEMENT (11 INCH)	SY	300	60	\$3,658	\$0	\$0	\$2,257	\$34,416	\$0	\$0	\$40,332
655	GEOTEXTILE (INTERLAYER)(SPECIAL)	SY	1,275.00	204	\$12,401	\$3,155	\$0	\$4,233	\$0	\$0	\$0	\$19,789
660	DRILLED SHAFT (24 INCH)	LF	32	-	\$0	\$0	\$0	\$0	\$12,302	\$0	\$0	\$12,302
670	DRILLED SHAFT (36 INCH)	LF	48	-	\$0	\$0	\$0	\$0	\$36,157	\$0	\$0	\$36,157
680	15 INCH REINFORCED CONCRETE PIPE (CIP)	LF	71	71	\$4,585	\$5,793	\$0	\$3,628	\$0	\$1,160	\$0	\$15,166
690	INLET TY 14 L9 (5 FT)	EACH	1	66	\$4,171	\$8,246	\$0	\$2,709	\$0	\$0	\$0	\$15,126
700	GASKETED MANHOLE RING AND COVER	EACH	9	162	\$9,973	\$13,249	\$0	\$4,687	\$0	\$0	\$0	\$27,909
710	NEW WOODEN SPLIT RAIL FENCE AND POSTS (5055 MORRIS	LF	60	-	\$0	\$0	\$0	\$0	\$4,500	\$0	\$0	\$4,500
720	NEW WOODEN SPLIT RAIL FENCE AND POSTS (4567 MORRIS	LF	45	-	\$0	\$0	\$0	\$0	\$3,375	\$0	\$0	\$3,375
730	NEW WROUGHT IRON FENCE (4444 MORRISON RD)	LF	143	-	\$0	\$0	\$0	\$0	\$17,875	\$0	\$0	\$17,875
740	CONCRETE SIDEWALK	SY	3,270.00	860	\$52,762	\$0	\$0	\$32,130	\$272,223	\$0	\$0	\$357,115
750	CONCRETE SIDEWALK (6 INCH)	SY	2,030.00	392	\$24,247	\$4,795	\$0	\$16,128	\$181,360	\$0	\$0	\$226,530
760	CONCRETE CURB RAMP	SY	850	213	\$13,233	\$0	\$0	\$9,020	\$114,772	\$0	\$0	\$137,024
770	CURB TYPE 2 (SECTION B) (4 INCH)	LF	450	75	\$4,670	\$0	\$0	\$3,184	\$15,990	\$0	\$0	\$23,844
780	CURB AND GUTTER TYPE 2 (SECTION I-B)	LF	330	55	\$3,425	\$0	\$0	\$2,335	\$12,396	\$0	\$0	\$18,155
790	CURB AND GUTTER TYPE 2 (SECTION I-B) (4 INCH)	LF	820	137	\$8,509	\$0	\$0	\$5,800	\$28,305	\$0	\$0	\$42,614
800	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	2,520.00	420	\$26,154	\$0	\$0	\$17,828	\$97,218	\$0	\$0	\$141,200
810	CURB AND GUTTER TYPE 2 (SECTION II-B) (4 INCH)	LF	4,240.00	707	\$44,004	\$0	\$0	\$29,995	\$150,660	\$0	\$0	\$224,659
820	CURB AND GUTTER TYPE 2 (SECTION II-M) (4 INCH)	LF	60	8	\$467	\$0	\$0	\$318	\$2,437	\$0	\$0	\$3,222
830	GUTTER TYPE 2 (8 FOOT)	LF	30	7	\$420	\$0	\$0	\$287	\$2,680	\$0	\$0	\$3,387
840	MEDIAN COVER MATERIAL (4 INCH PATTERNED CONCRETE)	SF	2,079.00	232	\$14,097	\$2,886	\$0	\$7,850	\$42,213	\$0	\$0	\$67,046
850	36 INCH WHITE FLEXIBLE DELINEATOR POST	EA	38	-	\$0	\$0	\$0	\$0	\$7,716	\$0	\$0	\$7,716
860	2 INCH ELECTRICAL CONDUIT (BORED)	LF	150	-	\$0	\$0	\$0	\$0	\$7,793	\$0	\$0	\$7,793
870	3 INCH ELECTRICAL CONDUIT (BORED)	LF	400	-	\$0	\$0	\$0	\$0	\$27,014	\$0	\$0	\$27,014
880	2 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	2,750.00	-	\$0	\$0	\$0	\$0	\$106,591	\$0	\$0	\$106,591
890	3 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	80	-	\$0	\$0	\$0	\$0	\$2,909	\$0	\$0	\$2,909
900	PULL BOX (TYPE 2 & TYPE 4)	EACH	35	-	\$0	\$0	\$0	\$0	\$93,641	\$0	\$0	\$93,641
910	TYPE THREE PULL BOX	EACH	7	-	\$0	\$0	\$0	\$0	\$18,183	\$0	\$0	\$18,183
920	METER POWER PEDESTAL	EA	1	-	\$0	\$0	\$0	\$0	\$10,988	\$0	\$0	\$10,988
930	LIGHTING CONTROL CENTER	EA	1	-	\$0	\$0	\$0	\$0	\$11,626	\$0	\$0	\$11,626
940	POWER TRANSFORMER	LS	2	-	\$0	\$0	\$0	\$0	\$26,640	\$0	\$0	\$26,640
950	TRANSFORMER BASE	EA	2	-	\$0	\$0	\$0	\$0	\$8,717	\$0	\$0	\$8,717
960	WIRING	LS	1	-	\$0	\$0	\$0	\$0	\$73,182	\$0	\$0	\$73,182
990	LUMINAIRE (LED) (14,000 LUMENS)	EACH	3	-	\$0	\$0	\$0	\$0	\$2,727	\$0	\$0	\$2,727
1000	LIGHT STANDARD AND LUMINAIRE (PEDESTRIAN)	EACH	31	-	\$0	\$0	\$0	\$0	\$205,656	\$0	\$0	\$205,656
1010	LIGHT STANDARD STEEL (30 FOOT)	EACH	3	-	\$0	\$0	\$0	\$0	\$13,512	\$0	\$0	\$13,512
1020	LIGHT STANDARD FOUNDATION	EACH	34	-	\$0	\$0	\$0	\$0	\$132,473	\$0	\$0	\$132,473
1030	SERVICE METER CABINET	EACH	1	-	\$0	\$0	\$0	\$0	\$10,988	\$0	\$0	\$10,988
1040	SAFETY SWITCH NEMA 3R, 100 AMPERE, 2-POLE, 240 VOL	EACH	1	-	\$0	\$0	\$0	\$0	\$1,889	\$0	\$0	\$1,889
1050	SIGN PANEL (CLASS I)	SF	450	-	\$0	\$0	\$0	\$0	\$18,702	\$0	\$0	\$18,702
1060	SIGNAL HEAD BACKPLATES	EACH	5	-	\$0	\$0	\$0	\$0	\$753	\$0	\$0	\$753
1070	PEDESTRIAN SIGNAL FACE (16) (COUNTDOWN)	EACH	8	-	\$0	\$0	\$0	\$0	\$6,151	\$0	\$0	\$6,151
1080	TRAFFIC SIGNAL FACE (12-12-12)	EACH	13	-	\$0	\$0	\$0	\$0	\$11,954	\$0	\$0	\$11,954
1090	TRAFFIC SIGNAL CONTROLLER CABINET	EACH	1	-	\$0	\$0	\$0	\$0	\$61,198	\$0	\$0	\$61,198
1100	PEDESTRIAN PUSH BUTTON POST ASSEMBLY	EACH	8	-	\$0	\$0	\$0	\$0	\$36,033	\$0	\$0	\$36,033
1110	PEDESTRIAN PUSH BUTTON EXTENDER	EACH	1	-	\$0	\$0	\$0	\$0	\$379	\$0	\$0	\$379
1120	FIRE PREEMPTION UNIT	EACH	2	-	\$0	\$0	\$0	\$0	\$5,081	\$0	\$0	\$5,081
1130	VEHICLE DETECTION SYSTEM (SINGLE CAMERA)	EACH	2	-	\$0	\$0	\$0	\$0	\$44,470	\$0	\$0	\$44,470
1140	RECTANGULAR RAPID FLASHING BEACON	EACH	2	-	\$0	\$0	\$0	\$0	\$23,108	\$0	\$0	\$23,108
1150	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-20 FOOT MAST AR	EACH	2	-	\$0	\$0	\$0	\$0	\$41,394	\$0	\$0	\$41,394
1160	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-25 FOOT MAST AR	EACH	2	-	\$0	\$0	\$0	\$0	\$42,277	\$0	\$0	\$42,277
1170	TRAFFIC SIGNAL PEDESTAL POLE STEEL	EACH	6	-	\$0	\$0	\$0	\$0	\$18,484	\$0	\$0	\$18,484
1180	CLOSED CIRCUIT TELEVISION CAMERA	EACH	1	-	\$0	\$0	\$0	\$0	\$7,065	\$0	\$0	\$7,065
1190	LOAM AND SEED PATCH BACK	SY	180	42	\$2,548	\$0	\$0	\$1,526	\$36,000	\$0	\$0	\$40,075
1200	CRUSHED STONE PATCH BACK	SY	10	22	\$1,347	\$0	\$0	\$801	\$800	\$0	\$0	\$2,947

1210	ASPHALT PATCH BACK	SY	180	128	\$7,864	\$0	\$0	\$4,676	\$42,066	\$0	\$0	\$54,606									
1220	CONCRETE PATCH BACK	SY	190	128	\$7,864	\$0	\$0	\$4,676	\$16,817	\$0	\$0	\$29,357									
1230	CONNECT TO EXISTING WATERLINE	EACH	2	-	\$0	\$0	\$0	\$0	\$30,928	\$0	\$0	\$30,928									
1240	3/4 INCH COPPER PIPE	LF	20	-	\$0	\$0	\$0	\$0	\$2,500	\$0	\$0	\$2,500									
1250	CORPORATION STOP	EACH	2	-	\$0	\$0	\$0	\$0	\$4,000	\$0	\$0	\$4,000									
1260	CURB STOP AND BOX	EACH	2	-	\$0	\$0	\$0	\$0	\$6,000	\$0	\$0	\$6,000									
1270	BICYCLE RACK	EACH	2	-	\$0	\$0	\$0	\$0	\$1,126	\$0	\$0	\$1,126									
1280	BENCH	EACH	6	-	\$0	\$0	\$0	\$0	\$26,629	\$0	\$0	\$26,629									
1290	TRASH RECEPTACLE	EACH	6	-	\$0	\$0	\$0	\$0	\$21,124	\$0	\$0	\$21,124									
1300	3/4 INCH WATER METER	EACH	2	-	\$0	\$0	\$0	\$0	\$10,000	\$0	\$0	\$10,000									
1310	3/4 INCH BACKFLOW PREVENTER	EACH	2	-	\$0	\$0	\$0	\$0	\$14,590	\$0	\$0	\$14,590									
1320	MASTER CONTROLLER	EACH	2	-	\$0	\$0	\$0	\$0	\$14,066	\$0	\$0	\$14,066									
1330	WEATHER STATION	EACH	2	-	\$0	\$0	\$0	\$0	\$647	\$0	\$0	\$647									
1340	1 INCH PLASTIC PIPE	LF	3,240.00	-	\$0	\$0	\$0	\$0	\$18,236	\$0	\$0	\$18,236									
1350	2 INCH PLASTIC PIPE (IRRIGATION/SLEEVE)	LF	5,010.00	500	\$30,487	\$0	\$0	\$13,570	\$170,726	\$0	\$0	\$214,783									
1360	DRIP EMITTER TUBING	LF	1,025.00	-	\$0	\$0	\$0	\$0	\$5,321	\$0	\$0	\$5,321									
1370	1 INCH EMITTER VALVE ASSEMBLY	EACH	6.00	-	\$0	\$0	\$0	\$0	\$5,856	\$0	\$0	\$5,856									
1380	3/4 INCH FLUSH UNIT	EACH	11.00	-	\$0	\$0	\$0	\$0	\$2,308	\$0	\$0	\$2,308									
1390	3/4 INCH PRESSURE REDUCING VALVE	EACH	1	-	\$0	\$0	\$0	\$0	\$2,470	\$0	\$0	\$2,470									
1400	1 INCH DRAIN VALVE	EACH	3	-	\$0	\$0	\$0	\$0	\$1,413	\$0	\$0	\$1,413									
1410	1 INCH AUTOMATIC CONTROL VALVE	EACH	2	-	\$0	\$0	\$0	\$0	\$2,197	\$0	\$0	\$2,197									
1420	1 INCH QUICK-COUPLER VALVE	EACH	5	-	\$0	\$0	\$0	\$0	\$2,754	\$0	\$0	\$2,754									
1430	2-WIRE CABLE	LF	1,225.00	-	\$0	\$0	\$0	\$0	\$1,218	\$0	\$0	\$1,218									
1440	1 INCH GATE VALVE	EACH	4	-	\$0	\$0	\$0	\$0	\$831	\$0	\$0	\$831									
1450	1 INCH FLOW SENSOR	EACH	2.00	-	\$0	\$0	\$0	\$0	\$2,514	\$0	\$0	\$2,514									
1460	CONSTRUCTION SURVEYING	LS	1	-	\$0	\$0	\$0	\$0	\$118,690	\$0	\$0	\$118,690									
1470	MOBILIZATION	LS	1	-	\$0	\$0	\$0	\$0	\$190,289	\$0	\$0	\$190,289									
1480	PUBLIC INFORMATION SERVICES (TIER III)	LS	1	-	\$0	\$0	\$0	\$0	\$33,367	\$0	\$0	\$33,367									
1490	EPOXY PAVEMENT MARKING	GAL	50	-	\$0	\$0	\$0	\$0	\$16,042	\$0	\$0	\$16,042									
1500	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WORD- SY	SF	580	-	\$0	\$0	\$0	\$0	\$12,406	\$0	\$0	\$12,406									
1510	PREFORMED THERMOPLASTIC PAVEMENT MARKING (XWALK- S	SF	1,700.00	-	\$0	\$0	\$0	\$0	\$27,271	\$0	\$0	\$27,271									
1520	PREFORMED THERMOPLASTIC PAVEMENT MARKING (DECORATI	SF	108	-	\$0	\$0	\$0	\$0	\$2,888	\$0	\$0	\$2,888									
1530	SURVEY MONUMENT (TYPE 4)	EACH	4.00	-	\$0	\$0	\$0	\$0	\$10,000	\$0	\$0	\$10,000									
1540	SURVEY MONUMENT (TYPE 5)	EACH	25	-	\$0	\$0	\$0	\$0	\$12,500	\$0	\$0	\$12,500									
1550	SURVEY MONUMENT (TYPE 6)	EACH	2	-	\$0	\$0	\$0	\$0	\$1,000	\$0	\$0	\$1,000									
1560	SURVEY MONUMENT (SPECIAL) - 3" RISERS	EACH	4	-	\$0	\$0	\$0	\$0	\$1,000	\$0	\$0	\$1,000									
1570	MONUMENT BOX	EACH	4	-	\$0	\$0	\$0	\$0	\$1,000	\$0	\$0	\$1,000									
1580	TRAFFIC CONTROL (SPECIAL) LS	LS	1	-	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,266,199									
3000	QUALITY CONTROL TESTING	LS	1	-	\$82,875	\$0	\$0	\$0	\$80,298	\$0	\$0	\$163,173									
4000	WORKFORCE DEVELOPEMENT	MO	12	600	\$30,794	\$0	\$9,605	\$0	\$0	\$0	\$0	\$40,399									
5000	EROSION CONTROL MAINTENANCE	WK	56	840	\$52,100	\$1,070	\$2,729	\$25,865	\$0	\$0	\$0	\$81,764									
10000	SHARED OFFICE/ YARD	LS	1	60	\$3,703	\$0	\$0	\$49,010	\$25,000	\$0	\$161,120	\$238,832									
90000000	Overhead Labor, Relocation & Travel	LS	1	-	\$1,421,710	\$0	\$0	\$0	\$0	\$0	\$0	\$1,421,710									
90002000	Support Equipment & Material Handling	LS	1	-	\$0	\$0	\$0	\$298,445	\$0	\$0	\$15,938	\$314,382									
90004000	Equipment Adjustments	LS	1	-	\$0	\$0	\$0	\$277,042	\$0	\$0	\$0	\$277,042									
90006000	Job Office Expenses	LS	1	-	\$0	\$0	\$0	\$0	\$0	\$0	\$79,152	\$79,152									
90007000	Management Expenses	LS	1	-	\$0	\$0	\$9,824	\$0	\$0	\$0	\$0	\$9,824									
90008000	Temporary Job Construction	LS	1	360	\$22,218	\$0	\$44,053	\$7,470	\$39,345	\$9,214	\$38,200	\$160,500									
90011000	Misc. Equipment & Small Tools	LS	1	-	\$0	\$0	\$26,174	\$0	\$0	\$0	\$0	\$26,174									
90012000	Safety & Quality Control Expenses	LS	1	-	\$0	\$0	\$10,470	\$0	\$0	\$0	\$0	\$10,470									
90015000	Escalation & Overtime	LS	1	-	\$33,735	\$0	\$0	\$0	\$0	\$0	\$0	\$33,735									
90017000	Finance Expense	LS	1	-	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0									
SUBTOTALS:					13,313	\$	2,401,104.19	\$	64,846.44	\$	159,939.66	\$	1,180,624.04	\$	4,219,195.77	\$	155,868.87	\$	294,409.00	\$	9,742,187
% of Total Cost:							24.6%		0.7%		1.6%		12.1%		43.3%		1.6%		3.0%		87.0%



Appendix D – Construction Schedule

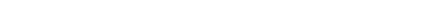
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Morrison Road - 90% Estimate Schedule - Critical

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 Remaining Level of Effort
 Actual Work
 Critical Remaining Work
 Orig Baseline Schedule
 Prev Mnth Update Milestone
 Actual Level of Effort
  Remaining Work
  Milestone
  Orig Baseline Milestone
  Prev Mnth Update

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This image shows a completely blank white rectangular area. It is surrounded by a thin, solid black border that frames the entire composition. There are no markings, text, or illustrations present on the white surface.

Morrison Road - 90% Estimate Sechduel - Detail

Activity ID	Activity Name	Orig Dur	Rem Dur	@ Compl Dur	Start	Finish	Total Float												
								2025				2026				2027			
								S	O	N	D	J	F	M	A	M	J	J	A
Total		1090	1090	1090	16-Sep-24	10-Sep-27	0												
2945_Morrison Rd 90% - South (Current)		1090	1090	1090	16-Sep-24	10-Sep-27	0												
Milestones		1090	1090	1090	16-Sep-24	10-Sep-27	0												
MS-1010	(SM) Notice To Proceed (NTP)	0	0	0	16-Sep-24*		11												
MS-2590	(FM) Engineer Directed Work Zone Start	0	0	0		08-Feb-27*	79												
MS-2580	(FM) Substantial Completion (Landscape Restoration & Surface Treatment)	0	0	0		03-Jun-27*	54												
MS-1040	(FM) Substantial Completion (Facilitites Open to Public)	0	0	0		27-Jul-27*	0												
MS-2460	Project Closeout	45	45	45	27-Jul-27	10-Sep-27	0												
MS-2540	(FM) Final Completion	0	0	0		10-Sep-27	0												
Interim Milestones		401	401	401	22-Jun-26	27-Jul-27	0												
MS-2550	Construction NTP - South	0	0	0	22-Jun-26*		1												
MS-2530	(LOE) Segment 4	171	171	171	30-Jun-26	17-Dec-26	3												
MS-2600	(LOE) Phase 1	84	84	84	30-Jun-26	21-Sep-26	1												
MS-2650	(LOE) Construction Duration	393	393	393	30-Jun-26	27-Jul-27	0												
MS-2610	(LOE) Phase 2	87	87	87	22-Sep-26	17-Dec-26	3												
MS-2480	(FM) Segment 4	0	0	0		17-Dec-26	3												
MS-2520	(LOE) Segment 3	174	174	174	18-Dec-26	09-Jun-27	1												
MS-2620	(LOE) Phase 3	81	81	81	18-Dec-26	08-Mar-27	1												
MS-2630	(LOE) Phase 4	93	93	93	09-Mar-27	09-Jun-27	1												
MS-2510	(FM) Segment 3	0	0	0		09-Jun-27	1												
MS-2640	(LOE) Phase 5	47	47	47	11-Jun-27	27-Jul-27	0												
MS-2570	(FM) Complete Mill & Overlay South	0	0	0		27-Jul-27	0												
Design		413	413	413	16-Sep-24	07-May-26	30												
DS-1000	30% Design	70	70	70	16-Sep-24	20-Dec-24	9												
DS-1040	30% Design - Constructablility Review	20	20	20	23-Dec-24	21-Jan-25	9												
South		323	323	323	22-Jan-25	07-May-26	30												
DS-1010	60% Design (South)	144	144	144	22-Jan-25	15-Aug-25	9												
DS-1050	60% Design - Constructablility (South)	15	15	15	18-Aug-25	08-Sep-25	9												
DS-1020	90% Design (South)	92	92	92	09-Sep-25	23-Jan-26	9												
DS-1060	90% Design - Constructablility Review (South)	8	8	8	26-Jan-26	04-Feb-26	9												
DS-1030	100% /IFC Design (South)	64	64	64	05-Feb-26	07-May-26	30												
GMP		352	352	352	22-Jan-25	18-Jun-26	9												
GMP-1000	Estimate 30% GMP	27	27	27	22-Jan-25	28-Feb-25	216												
GMP-1010	Owner / ICE Review & Reconciliation 30% GMP	15	15	15	03-Mar-25	21-Mar-25	216												

Morrison Road - 90% Estimate Sechduel - Detail

Activity ID	Activity Name	Orig Dur	Rem Dur	@ Compl Dur	Start	Finish	Total Float																												
								2025														2026							2027						
								J	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		
 South		208	208	208	18-Aug-25	18-Jun-26	9																												
 GMP-1020	Estimate 60% GMP (South)	19	19	19	18-Aug-25	12-Sep-25	114																												
 GMP-1030	Owner / ICE Review & Reconciliation 60% GMP (South)	4	4	4	15-Sep-25	18-Sep-25	114																												
 GMP-1040	Estimate 90% GMP (South)	21	21	21	26-Jan-26	24-Feb-26	9																												
 GMP-1050	Owner / ICE Review & Reconciliation 90% GMP (South)	20	20	20	25-Feb-26	24-Mar-26	9																												
 SUB-1000	Submittal Development & Procurement Period (South)	40	40	40	23-Apr-26	18-Jun-26	9																												
 Administrative		85	85	85	26-Jan-26	27-May-26	173																												
 CON-1020	Provide Notice to Utility Owner of Anticipated Scope - Crown Castle	1	1	1	26-Jan-26	26-Jan-26	141																												
 CON-1030	Provide Notice to Utility Owner of Anticipated Scope - Denver Water Department (DWD)	1	1	1	26-Jan-26	26-Jan-26	36																												
 CON-1050	Provide Notice to Utility Owner of Anticipated Scope - Lumen	1	1	1	26-Jan-26	26-Jan-26	36																												
 CON-1060	Provide Notice to Utility Owner of Anticipated Scope - MCI/Verizon	1	1	1	26-Jan-26	26-Jan-26	257																												
 CON-1070	Provide Notice to Utility Owner of Anticipated Scope - Xcel Energy	1	1	1	26-Jan-26	26-Jan-26	36																												
 CON-1080	Provide Notice to Utility Owner of Anticipated Scope - Zayo	1	1	1	26-Jan-26	26-Jan-26	257																												
 CON-1000	Develop & Negotiate Project Services Agreement (South)	44	44	44	25-Mar-26	27-May-26	9																												
 Procurement		423	423	423	27-Jan-26	25-Mar-27	118																												
 South		423	423	423	27-Jan-26	25-Mar-27	118																												
 PRO-1090	Coordinate with Xcel for New Power Service for Irrigation	120	120	120	27-Jan-26	20-Jul-26	190																												
 PRO-1100	Coordinate with Xcel for New Power Service for Pedestrian Lighting	120	120	120	27-Jan-26	20-Jul-26	240																												
 PRO-1130	Coordinate with Xcel for New Power Service for Signals	120	120	120	27-Jan-26	20-Jul-26	206																												
 PRO-1020	Procure Light Standard Foundations (South)	45	45	45	18-Jun-26	02-Aug-26	17																												
 PRO-1030	Procure Light Standard Materials (South)	98	98	98	18-Jun-26	24-Sep-26	300																												
 PRO-1040	Procure Site Furnishings (South)	65	65	65	18-Jun-26	22-Aug-26	22																												
 PRO-1050	Procure Drainage Materials (South)	30	30	30	18-Jun-26	18-Jul-26	246																												
 PRO-1060	Procure Electrical Pedistal Cabinet (South)	280	280	280	18-Jun-26	25-Mar-27	68																												
 PRO-1150	Procure Traffic MastArms (South)	112	112	112	18-Jun-26	08-Oct-26	228																												
 PRO-1110	Xcel Install New Power Service for Irrigation	10	10	10	21-Jul-26	03-Aug-26	190																												
 PRO-1120	Xcel Install New Power Service for Pedestrian Lighting	10	10	10	21-Jul-26	03-Aug-26	240																												
 PRO-1140	Xcel Install New Power Service for Signals	10	10	10	21-Jul-26	03-Aug-26	206																												
 Project Mobilization		22	22	22	22-Jun-26	28-Jul-26	1																												
 MOB-1010	Construction As-Built Survey	5	5	5	22-Jun-26	29-Jun-26	1																												
 MOB-1000	Set Up Yard / Site Office	22	22	22	22-Jun-26	28-Jul-26	1																												
 Construction		547	547	547	26-Jan-26	27-Jul-27	0																												
 South Segment Construction		547	547	547	26-Jan-26	27-Jul-27	0																												
 Phase 1 - Segment 4 Kentucky-Sheridan South		387	387	387	26-Jan-26	17-Feb-27	159																												

Morrison Road - 90% Estimate Sechdual - Detail

Activity ID	Activity Name	Orig Dur	Rem Dur	@ Compl Dur	Start	Finish	Total Float																									
								2025				2026				2027																
								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
Utility Relocations		104	104	104	26-Jan-26	10-May-26	51																									
PH1-1660	Coordinate with DWD to Abandon 6" Main at 65+80 RT PH1	104	104	104	26-Jan-26	10-May-26	51																									
PH1-1670	Coordinate with DWD to Install New Main at 66+30 LT PH1	104	104	104	26-Jan-26	10-May-26	51																									
PH1-1680	Coordinate with DWD to Remove Existing Water Valve at 66+10 RT PH1	104	104	104	26-Jan-26	10-May-26	51																									
PH1-1690	Coordinate with Lumen to Remove Guy Anchor at 67+35 RT PH1	104	104	104	26-Jan-26	10-May-26	51																									
PH1-1700	Coordinate with Lumen to Remove Pole at 67+55 RT PH1	104	104	104	26-Jan-26	10-May-26	51																									
PH1-1710	Coordinate with Lumen to Remove OH Fiber & Telephone 67+55 RT to 68+85 RT PH1	104	104	104	26-Jan-26	10-May-26	51																									
PH1-1720	Coordinate with Lumen to Remove OH Telephone 67+00 RT to 68+10 RTPH1	104	104	104	26-Jan-26	10-May-26	51																									
PH1-1730	Coordinate with Xcel to Abandon UG Electric 61+60 RT to 62+75 RTPH1	104	104	104	26-Jan-26	10-May-26	51																									
PH1-1810	Coordinate with Xcel to Install New UG Electric 61+60 RT to 62+75 RT PH1	104	104	104	26-Jan-26	10-May-26	51																									
PH1-1820	Coordinate with Xcel to Abandon UG Electric 65+90 RT to 67+00 RTPH1	104	104	104	26-Jan-26	10-May-26	51																									
PH1-1830	Coordinate with Xcel to Install New UG Electric 65+90 RT to 67+00 RT PH1	104	104	104	26-Jan-26	10-May-26	51																									
PH1-1840	Coordinate with Xcel to Adjust Electrical HH at 64+40 RT PH1	104	104	104	26-Jan-26	10-May-26	51																									
PH1-1850	Coordinate with Xcel to Abandon Gas Line 50+70 RT to 50+95 RTPH1	104	104	104	26-Jan-26	10-May-26	51																									
PH1-1860	Coordinate with Xcel to Lower Gas Line 50+75 RT PH1	104	104	104	26-Jan-26	10-May-26	51																									
PH1-1870	Coordinate with Xcel to Connect Service at 50+75 RT PH1	104	104	104	26-Jan-26	10-May-26	51																									
Milestones		84	84	84	30-Jun-26	21-Sep-26	1																									
PH1-1590	(LOE) PH1	84	84	84	30-Jun-26	21-Sep-26	1																									
PH1-1000	(SM) Mobilize PH1	0	0	0	30-Jun-26		1																									
PH1-1610	(FM) PH1	0	0	0		21-Sep-26	1																									
Site Setup		4	4	4	30-Jun-26	07-Jul-26	1																									
PH1-1010	Install Traffic Control PH1	3	3	3	30-Jun-26	02-Jul-26	1																									
PH1-1020	Install Erosion Control PH1	1	1	1	07-Jul-26	07-Jul-26	1																									
Removals		10	10	10	08-Jul-26	23-Jul-26	3																									
PH1-1030	Removal Existing Drainage PH1	2	2	2	08-Jul-26	09-Jul-26	1																									
PH1-1040	Removal Existing Light Standards PH1	2	2	2	10-Jul-26	13-Jul-26	1																									
PH1-1050	Removal Existing Signage PH1	1	1	1	10-Jul-26	10-Jul-26	2																									
PH1-1180	Remove Existing Roadway PH1	6	6	6	15-Jul-26	23-Jul-26	3																									
PH1-1190	Remove Existing Curb / Gutter / Sidewalk PH1	6	6	6	15-Jul-26	23-Jul-26	1																									
Roadway		29	29	29	24-Jul-26	21-Aug-26	26																									
PH1-1220	Grade for Roadway PH1	3	3	3	24-Jul-26	28-Jul-26	1																									
PH1-1250	Grade for RTD Bus Pad PH1	1	1	1	29-Jul-26	29-Jul-26	17																									
PH1-1650	Adjust Roadway Utilities PH1	10	10	10	29-Jul-26	14-Aug-26	1																									
PH1-1280	Agg Base Course RTD Bus Pad PH1	1	1	1	31-Jul-26	31-Jul-26	17																									

Morrison Road - 90% Estimate Sechduel - Detail

Activity ID	Activity Name	Orig Dur	Rem Dur	@ Compl Dur	Start	Finish	Total Float												
								2025				2026				2027			
								S	O	N	D	J	F	M	A	M	J	J	A
PH1-1330	Install RTD Bus Pad PH1	2	2	2	03-Aug-26	04-Aug-26	17												Install RTD Bus Pad PH1
PH1-1400	Cure RTD Bus Pad PH1	7	7	7	05-Aug-26	11-Aug-26	34												Cure RTD Bus Pad PH1
PH1-1530	Patch Asphalt Paving PH1	2	2	2	20-Aug-26	21-Aug-26	14												Patch Asphalt Paving PH1
Curb/Gutter/Sidewalk		56	56	56	15-Jul-26	16-Oct-26	130												
PH1-1060	R/R Exisitng Driveway STA 49+92 (1/2) PH1	1	1	1	15-Jul-26	15-Jul-26	3												R/R Exisitng Driveway STA 49+92 (1/2) PH1
PH1-1070	R/R Exisitng Driveway STA 51+57 (1/2) PH1	1	1	1	15-Jul-26	15-Jul-26	3												R/R Exisitng Driveway STA 51+57 (1/2) PH1
PH1-1080	R/R Exisitng Driveway STA 49+92 (1/2) PH1	1	1	1	16-Jul-26	16-Jul-26	3												R/R Exisitng Driveway STA 49+92 (1/2) PH1
PH1-1090	R/R Exisitng Driveway STA 51+57 (1/2) PH1	1	1	1	16-Jul-26	16-Jul-26	3												R/R Exisitng Driveway STA 51+57 (1/2) PH1
PH1-1100	R/R Exisitng Driveway STA 53+68 (1/2) PH1	1	1	1	17-Jul-26	17-Jul-26	3												R/R Exisitng Driveway STA 53+68 (1/2) PH1
PH1-1110	R/R Exisitng Driveway STA 52+42 (1/2) PH1	1	1	1	17-Jul-26	17-Jul-26	3												R/R Exisitng Driveway STA 52+42 (1/2) PH1
PH1-1140	R/R Exisitng Driveway STA 53+68 (1/2) PH1	1	1	1	20-Jul-26	20-Jul-26	3												R/R Exisitng Driveway STA 53+68 (1/2) PH1
PH1-1150	R/R Exisitng Driveway STA 52+42 (1/2) PH1	1	1	1	20-Jul-26	20-Jul-26	3												R/R Exisitng Driveway STA 52+42 (1/2) PH1
PH1-1160	R/R Exisitng Driveway STA 56+57 (1/2) PH1	1	1	1	21-Jul-26	21-Jul-26	3												R/R Exisitng Driveway STA 56+57 (1/2) PH1
PH1-1170	R/R Exisitng Driveway STA 57+48 (1/2) PH1	1	1	1	21-Jul-26	21-Jul-26	3												R/R Exisitng Driveway STA 57+48 (1/2) PH1
PH1-1200	R/R Exisitng Driveway STA 56+57 (1/2) PH1	1	1	1	23-Jul-26	23-Jul-26	3												R/R Exisitng Driveway STA 56+57 (1/2) PH1
PH1-1210	R/R Exisitng Driveway STA 57+48 (1/2) PH1	1	1	1	23-Jul-26	23-Jul-26	3												R/R Exisitng Driveway STA 57+48 (1/2) PH1
PH1-1230	R/R Exisitng Driveway STA 57+94 (1/2) PH1	1	1	1	24-Jul-26	24-Jul-26	3												R/R Exisitng Driveway STA 57+94 (1/2) PH1
PH1-1240	R/R Exisitng Driveway STA 58+37 (1/2) PH1	1	1	1	24-Jul-26	24-Jul-26	3												R/R Exisitng Driveway STA 58+37 (1/2) PH1
PH1-1260	R/R Exisitng Driveway STA 57+94 (1/2) PH1	1	1	1	27-Jul-26	27-Jul-26	3												R/R Exisitng Driveway STA 57+94 (1/2) PH1
PH1-1270	R/R Exisitng Driveway STA 58+37 (1/2) PH1	1	1	1	27-Jul-26	27-Jul-26	3												R/R Exisitng Driveway STA 58+37 (1/2) PH1
PH1-1290	R/R Exisitng Driveway STA 59+12 (1/2) PH1	1	1	1	28-Jul-26	28-Jul-26	3												R/R Exisitng Driveway STA 59+12 (1/2) PH1
PH1-1300	R/R Exisitng Driveway STA 59+73 (1/2) PH1	1	1	1	28-Jul-26	28-Jul-26	3												R/R Exisitng Driveway STA 59+73 (1/2) PH1
PH1-1310	R/R Exisitng Driveway STA 59+12 (1/2) PH1	1	1	1	29-Jul-26	29-Jul-26	3												R/R Exisitng Driveway STA 59+12 (1/2) PH1
PH1-1320	R/R Exisitng Driveway STA 59+73 (1/2) PH1	1	1	1	29-Jul-26	29-Jul-26	3												R/R Exisitng Driveway STA 59+73 (1/2) PH1
PH1-1340	R/R Exisitng Driveway STA 60+44 (1/2) PH1	1	1	1	31-Jul-26	31-Jul-26	3												R/R Exisitng Driveway STA 60+44 (1/2) PH1
PH1-1350	R/R Exisitng Driveway STA 60+91 (1/2) PH1	1	1	1	31-Jul-26	31-Jul-26	4												R/R Exisitng Driveway STA 60+91 (1/2) PH1
PH1-1470	Grade Curb/Gutter PH1	8	8	8	03-Aug-26	14-Aug-26	1												Grade Curb/Gutter PH1
PH1-1360	R/R Exisitng Driveway STA 60+44 (1/2) PH1	1	1	1	03-Aug-26	03-Aug-26	3												R/R Exisitng Driveway STA 60+44 (1/2) PH1
PH1-1370	R/R Exisitng Driveway STA 60+91 (1/2) PH1	1	1	1	03-Aug-26	03-Aug-26	3												R/R Exisitng Driveway STA 60+91 (1/2) PH1
PH1-1380	R/R Exisitng Driveway STA 62+05 (1/2) PH1	1	1	1	04-Aug-26	04-Aug-26	3												R/R Exisitng Driveway STA 62+05 (1/2) PH1
PH1-1390	R/R Exisitng Driveway STA 63+08 (1/2) PH1	1	1	1	04-Aug-26	04-Aug-26	3												R/R Exisitng Driveway STA 63+08 (1/2) PH1
PH1-1500	Place Curb/Gutter PH1	8	8	8	06-Aug-26	19-Aug-26	1												Place Curb/Gutter PH1
PH1-1410	R/R Exisitng Driveway STA 62+05 (1/2) PH1	1	1	1	06-Aug-26	06-Aug-26	3												R/R Exisitng Driveway STA 62+05 (1/2) PH1
PH1-1420	R/R Exisitng Driveway STA 63+08 (1/2) PH1	1	1	1	06-Aug-26	06-Aug-26	3												R/R Exisitng Driveway STA 63+08 (1/2) PH1

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Pulice
A FlatironDragados Company

Activity ID	Activity Name	Orig Dur	Rem Dur	@ Compl Dur	Start	Finish	Total Float	2025												2026												2027																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
								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																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
	PH1-1430	R/R Exisitng Driveway STA 64+76 (1/2) PH1	1	1	1	07-Aug-26	07-Aug-26	3																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							

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Pulice
A FlatironDragados Company

Morrison Road - 90% Estimate Sechduel - Detail

Activity ID	Activity Name	Orig Dur	Rem Dur	@ Compl Dur	Start	Finish	Total Float												
								2025						2026					
								S	O	N	D	J	F	M	A	M	J	J	A
	PH2-1010 Install Traffic Control PH2	3	3	3	22-Sep-26	24-Sep-26	1												Install Traffic Control PH2
	PH2-1020 Install Erosion Control PH2	1	1	1	28-Sep-26	28-Sep-26	1												Install Erosion Control PH2
	Removals	12	12	12	29-Sep-26	15-Oct-26	4												
	PH2-1030 Removal Existing Drainage PH2	2	2	2	29-Sep-26	30-Sep-26	1												Removal Existing Drainage
	PH2-1040 Removal Existing Light Standards PH2	2	2	2	01-Oct-26	02-Oct-26	1												Removal Existing Light Sta
	PH2-1050 Removal Existing Signage PH2	1	1	1	01-Oct-26	01-Oct-26	2												Removal Existing Signage
	PH2-1180 Remove Existing Roadway PH2	6	6	6	05-Oct-26	13-Oct-26	6												Remove Existing Roadwa
	PH2-1190 Remove Exisitng Curb / Gutter / Sidewalk PH2	8	8	8	05-Oct-26	15-Oct-26	1												Remove Exisitng Curb / G
	Roadway	34	34	34	16-Oct-26	18-Nov-26	27												
	PH2-1220 Grade for Agg Base PH2	3	3	3	16-Oct-26	20-Oct-26	1												Grade for Agg Base PH2
	PH2-1300 Agg Base Course PH2	6	6	6	16-Oct-26	26-Oct-26	1												Agg Base Course PH2
	PH2-1250 Grade for RTD Bus Pad PH2	1	1	1	21-Oct-26	21-Oct-26	21												Grade for RTD Bus Pad
	PH2-1330 Agg Base Course RTD Bus Pad PH2	1	1	1	27-Oct-26	27-Oct-26	19												Agg Base Course RTD B
	PH2-1670 Adjust Roadway Utilities PH2	10	10	10	27-Oct-26	12-Nov-26	1												Adjust Roadway Utilities
	PH2-1380 Install RTD Bus Pad PH2	2	2	2	29-Oct-26	30-Oct-26	19												Install RTD Bus Pad PH2
	PH2-1480 Cure RTD Bus Pad PH2	7	7	7	31-Oct-26	06-Nov-26	34												Cure RTD Bus Pad PH2
	PH2-1570 Patch Asphalt Paving PH2	2	2	2	17-Nov-26	18-Nov-26	15												Patch Asphalt Paving P
	Curb/Gutter/Sidewalk	38	38	38	05-Oct-26	07-Dec-26	101												
	PH2-1060 R/R Exisitng Driveway STA 52+64 (1/2) PH2	1	1	1	05-Oct-26	05-Oct-26	6												R/R Exisitng Driveway STA
	PH2-1070 R/R Exisitng Driveway STA 53+07 (1/2) PH2	1	1	1	05-Oct-26	05-Oct-26	6												R/R Exisitng Driveway STA
	PH2-1080 R/R Exisitng Driveway STA 52+64 (1/2) PH2	1	1	1	06-Oct-26	06-Oct-26	6												R/R Exisitng Driveway STA
	PH2-1090 R/R Exisitng Driveway STA 53+07 (1/2) PH2	1	1	1	06-Oct-26	06-Oct-26	6												R/R Exisitng Driveway STA
	PH2-1100 R/R Exisitng Driveway STA 53+05 (1/2) PH2	1	1	1	07-Oct-26	07-Oct-26	6												R/R Exisitng Driveway STA
	PH2-1110 R/R Exisitng Driveway STA 54+76 (1/2) PH2	1	1	1	07-Oct-26	07-Oct-26	6												R/R Exisitng Driveway STA
	PH2-1140 R/R Exisitng Driveway STA 53+05 (1/2) PH2	1	1	1	08-Oct-26	08-Oct-26	6												R/R Exisitng Driveway STA
	PH2-1150 R/R Exisitng Driveway STA 54+76 (1/2) PH2	1	1	1	08-Oct-26	08-Oct-26	6												R/R Exisitng Driveway STA
	PH2-1160 R/R Exisitng Driveway STA 56+37 (1/2) PH2	1	1	1	12-Oct-26	12-Oct-26	6												R/R Exisitng Driveway ST
	PH2-1170 R/R Exisitng Driveway STA 56+75 (1/2) PH2	1	1	1	12-Oct-26	12-Oct-26	6												R/R Exisitng Driveway ST
	PH2-1200 R/R Exisitng Driveway STA 56+37 (1/2) PH2	1	1	1	13-Oct-26	13-Oct-26	6												R/R Exisitng Driveway ST
	PH2-1210 R/R Exisitng Driveway STA 56+75 (1/2) PH2	1	1	1	13-Oct-26	13-Oct-26	6												R/R Exisitng Driveway ST
	PH2-1230 R/R Exisitng Driveway STA 59+12 (1/2) PH2	1	1	1	14-Oct-26	14-Oct-26	6												R/R Exisitng Driveway ST
	PH2-1240 R/R Exisitng Driveway STA 59+77 (1/2) PH2	1	1	1	14-Oct-26	14-Oct-26	6												R/R Exisitng Driveway ST
	PH2-1260 R/R Exisitng Driveway STA 59+12 (1/2) PH2	1	1	1	15-Oct-26	15-Oct-26	6												R/R Exisitng Driveway ST
	PH2-1270 R/R Exisitng Driveway STA 59+77 (1/2) PH2	1	1	1	15-Oct-26	15-Oct-26	6												R/R Exisitng Driveway ST

Morrison Road - 90% Estimate Sechdual - Detail

Activity ID	Activity Name	Orig Dur	Rem Dur	@ Compl Dur	Start	Finish	Total Float												
								2025				2026				2027			
								S	O	N	D	J	F	M	A	M	J	J	A
	PH2-1280				16-Oct-26	16-Oct-26	6												R/R Exisitng Driveway STA 60+44 (1/2) PH2
	PH2-1290				16-Oct-26	16-Oct-26	6												R/R Exisitng Driveway STA 61+04 (1/2) PH2
	PH2-1310				19-Oct-26	19-Oct-26	6												R/R Exisitng Driveway STA 60+44 (1/2) PH2
	PH2-1320				19-Oct-26	19-Oct-26	6												R/R Exisitng Driveway STA 61+04 (1/2) PH2
	PH2-1340				20-Oct-26	20-Oct-26	6												R/R Exisitng Driveway STA 61+89 (1/2) PH2
	PH2-1350				20-Oct-26	20-Oct-26	6												R/R Exisitng Driveway STA 62+46 (1/2) PH2
	PH2-1360				21-Oct-26	21-Oct-26	6												R/R Exisitng Driveway STA 61+89 (1/2) PH2
	PH2-1370				21-Oct-26	21-Oct-26	6												R/R Exisitng Driveway STA 62+46 (1/2) PH2
	PH2-1390				23-Oct-26	23-Oct-26	6												R/R Exisitng Driveway STA 63+06 (1/2) PH2
	PH2-1400				23-Oct-26	23-Oct-26	6												R/R Exisitng Driveway STA 63+69 (1/2) PH2
	PH2-1410				26-Oct-26	26-Oct-26	6												R/R Exisitng Driveway STA 63+06 (1/2) PH2
	PH2-1420				26-Oct-26	26-Oct-26	6												R/R Exisitng Driveway STA 63+69 (1/2) PH2
	PH2-1430				27-Oct-26	27-Oct-26	6												R/R Exisitng Driveway STA 64+45 (1/2) PH2
	PH2-1440				27-Oct-26	27-Oct-26	6												R/R Exisitng Driveway STA 64+95 (1/2) PH2
	PH2-1500				29-Oct-26	12-Nov-26	1												Grade Curb/Gutter PH2
	PH2-1450				29-Oct-26	29-Oct-26	6												R/R Exisitng Driveway STA 64+45 (1/2) PH2
	PH2-1460				29-Oct-26	29-Oct-26	6												R/R Exisitng Driveway STA 64+95 (1/2) PH2
	PH2-1470				30-Oct-26	30-Oct-26	6												R/R Exisitng Driveway STA 65+48 (1/2) PH2
	PH2-1530				02-Nov-26	13-Nov-26	3												Place Curb/Gutter PH2
	PH2-1490				02-Nov-26	02-Nov-26	6												R/R Exisitng Driveway STA 65+48 (1/2) PH2
	PH2-1540				12-Nov-26	19-Nov-26	3												Install Light/Signal Foundations PH2
	PH2-1520				13-Nov-26	19-Nov-26	3												Install UG Conduit / Pull Boxes PH2
	PH2-1510				13-Nov-26	19-Nov-26	1												Grade Ramps PH2
	PH2-1580				17-Nov-26	23-Nov-26	7												Grade Sidewalk PH2
	PH2-1550				18-Nov-26	23-Nov-26	1												Place Ramps PH2
	PH2-1850				20-Nov-26	30-Nov-26	106												Install Signal Mast Arms PH2
	PH2-1590				24-Nov-26	07-Dec-26	1												Place Sidewalk PH2
Finishes		209	209	209	16-Oct-26	12-May-27	65												
	PH2-1860				16-Oct-26	22-Oct-26	14												Install Irrigation PH2
	PH2-1600				09-Dec-26	09-Dec-26	3												Install Signage PH2
	PH2-1650				09-Dec-26	11-Dec-26	1												Install Site Furnishing PH2
	PH2-1660				09-Dec-26	11-Dec-26	1												Install Light Standards PH2
	PH2-1630				15-Dec-26	17-Dec-26	1												Punchlist/Complete PH2
	PH2-1610				15-Dec-26	15-Dec-26	3												Remove Traffic Control PH2

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 Remaining Level of Effort
 Actual Work
 Critical Remaining Work
 Orig Baseline Schedule
 Prev Mnth Update Milestone
  Actual Level of Effort
  Remaining Work
  Milestone
  Orig Baseline Milestone
  Prev Mnth Update

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 A FlatironDragados Company

Morrison Road - 90% Estimate Sechduel - Detail

Activity ID	Activity Name	Orig Dur	Rem Dur	@ Compl Dur	Start	Finish	Total Float												
								2025				2026				2027			
								S	O	N	D	J	F	M	A	M	J	J	A
	PH3-1330 Grade for RTD Bus Pad PH3	1	1	1	21-Jan-27	21-Jan-27	17												Grade for RTD Bu
	PH3-1540 Adjust Roadway Utilities PH3	10	10	10	21-Jan-27	03-Feb-27	1												Adjust Roadway
	PH3-1340 Agg Base Course RTD Bus Pad PH3	1	1	1	22-Jan-27	22-Jan-27	17												Agg Base Course
	PH3-1360 Install RTD Bus Pad PH3	2	2	2	25-Jan-27	26-Jan-27	17												Install RTD Bus P
	PH3-1370 Cure RTD Bus Pad PH3	7	7	7	27-Jan-27	02-Feb-27	28												Cure RTD Bus P
	PH3-1430 Patch Asphalt Paving PH3	2	2	2	09-Feb-27	10-Feb-27	14												Patch Asphalt Pa
	Curb/Gutter/Sidewalk	35	35	35	31-Dec-26	26-Feb-27	52												
	PH3-1060 R/R Exisitng Driveway STA 69+40 (1/2) PH3	1	1	1	31-Dec-26	31-Dec-26	9												R/R Exisitng Drivew
	PH3-1070 R/R Exisitng Driveway STA 70+05 (1/2) PH3	1	1	1	31-Dec-26	31-Dec-26	9												R/R Exisitng Drivew
	PH3-1080 R/R Exisitng Driveway STA 69+40 (1/2) PH3	1	1	1	04-Jan-27	04-Jan-27	9												R/R Exisitng Drivew
	PH3-1090 R/R Exisitng Driveway STA 70+05 (1/2) PH3	1	1	1	04-Jan-27	04-Jan-27	9												R/R Exisitng Drivew
	PH3-1100 R/R Exisitng Driveway STA 71+95 (1/2) PH3	1	1	1	05-Jan-27	05-Jan-27	9												R/R Exisitng Drivew
	PH3-1110 R/R Exisitng Driveway STA 72+87 (1/2) PH3	1	1	1	05-Jan-27	05-Jan-27	9												R/R Exisitng Drivew
	PH3-1130 R/R Exisitng Driveway STA 71+95 (1/2) PH3	1	1	1	06-Jan-27	06-Jan-27	9												R/R Exisitng Drivew
	PH3-1140 R/R Exisitng Driveway STA 72+87 (1/2) PH3	1	1	1	06-Jan-27	06-Jan-27	9												R/R Exisitng Drivew
	PH3-1150 R/R Exisitng Driveway STA 74+22 (1/2) PH3	1	1	1	07-Jan-27	07-Jan-27	9												R/R Exisitng Drivew
	PH3-1160 R/R Exisitng Driveway STA 74+82 (1/2) PH3	1	1	1	07-Jan-27	07-Jan-27	9												R/R Exisitng Drivew
	PH3-1190 R/R Exisitng Driveway STA 74+22 (1/2) PH3	1	1	1	11-Jan-27	11-Jan-27	9												R/R Exisitng Drivew
	PH3-1200 R/R Exisitng Driveway STA 74+82 (1/2) PH3	1	1	1	11-Jan-27	11-Jan-27	9												R/R Exisitng Drivew
	PH3-1210 R/R Exisitng Driveway STA 75+82 (1/2) PH3	1	1	1	12-Jan-27	12-Jan-27	9												R/R Exisitng Drivew
	PH3-1220 R/R Exisitng Driveway STA 74+95 (1/2) PH3	1	1	1	12-Jan-27	12-Jan-27	9												R/R Exisitng Drivew
	PH3-1230 R/R Exisitng Driveway STA 75+82 (1/2) PH3	1	1	1	13-Jan-27	13-Jan-27	9												R/R Exisitng Drivew
	PH3-1240 R/R Exisitng Driveway STA 74+95 (1/2) PH3	1	1	1	13-Jan-27	13-Jan-27	9												R/R Exisitng Drivew
	PH3-1260 R/R Exisitng Driveway STA 80+22 (1/2) PH3	1	1	1	15-Jan-27	15-Jan-27	9												R/R Exisitng Drivew
	PH3-1270 R/R Exisitng Driveway STA 85+88 (1/2) PH3	1	1	1	15-Jan-27	15-Jan-27	9												R/R Exisitng Drivew
	PH3-1280 R/R Exisitng Driveway STA 80+22 (1/2) PH3	1	1	1	19-Jan-27	19-Jan-27	9												R/R Exisitng Drivew
	PH3-1290 R/R Exisitng Driveway STA 85+88 (1/2) PH3	1	1	1	19-Jan-27	19-Jan-27	9												R/R Exisitng Drivew
	PH3-1300 R/R Exisitng Driveway STA 76+95 (1/2) PH3	1	1	1	20-Jan-27	20-Jan-27	9												R/R Exisitng Drivew
	PH3-1350 Grade Curb/Gutter PH3	10	10	10	21-Jan-27	03-Feb-27	1												Grade Curb/Gutt
	PH3-1320 R/R Exisitng Driveway STA 76+95 (1/2) PH3	1	1	1	21-Jan-27	21-Jan-27	9												R/R Exisitng Drivew
	PH3-1400 Place Curb/Gutter PH3	10	10	10	25-Jan-27	08-Feb-27	1												Place Curb/Gutte
	PH3-1380 Grade Ramps PH3	4	4	4	04-Feb-27	10-Feb-27	1												Grade Ramps P
	PH3-1390 Install UG Conduit / Pull Boxes PH3	4	4	4	08-Feb-27	11-Feb-27	1												Install UG Condu
	PH3-1420 Install Light/Signal Foundations PH3	5	5	5	08-Feb-27	16-Feb-27	1												Install Light/Sign

■ Remaining Level of Effort
 ■ Actual Work
 ■ Critical Remaining Work
 — Orig Baseline Schedule
 ◆ Prev Mnth Update Milestone
■ Actual Level of Effort
 ■ Remaining Work
 ◆ Milestone
 ◆ Orig Baseline Milestone
 — Prev Mnth Update

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 Remaining Level of Effort
  Actual Work
  Critical Remaining Work
  Orig Baseline Schedule
  Prev Mnth Update Milestone

 Actual Level of Effort
  Remaining Work
  Milestone
  Orig Baseline Milestone
  Prev Mnth Update

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Morrison Road - 90% Estimate Sechdual - Detail

Activity ID	Activity Name	Orig Dur	Rem Dur	@ Compl Dur	Start	Finish	Total Float																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
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	PH4-1060	R/R Exisitng Driveway STA 67+10 (1/2) PH4	1	1	1	22-Mar-27	22-Mar-27	10																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														</

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Appendix E – Risk Register

Morrison Road CM/GC - South											
RECORD	CONST. PHASE	RISK IDENTIFICATION			TOTAL COST (COST IMPACT + SCHED IMPACT)	MITIGATION					
		DESCRIPTION OF RISK	RISK STATUS	RISK MITIGATION		CONTINGENCY	INCLUDE IN BID	INSURANCE	RISK OWNER	RISK CHAMPION	Action Items
1	Const.	Maintain business access. Minimize Impacts	Closed	Open communication for phasing work related to business hours. Temporary ramps, ADA access.	\$ 50,000		X				Include in Traffic Control
2	Precon	Pedestrian Access	Closed	Phasing access and incorporating delineated sidewalks within work zone when needed	\$ 30,000		X				Include in Traffic Control
3	Precon	Right of way acquisition/schedule	Closed	Schedule shows a phased approach to allow for ROW acquisitions to take place for phase 1 of the project through April 1, of 2026 with each phase lasting 3-4 months, longer phases at the beginning of the project. Work with property owners to complete work needed within TCE areas prior to agreement execution if needed.	\$ 50,000		X				Current meeting discussions and plan sets have been adjusted to show "no work zones" and driveway designs that are within ROW.
4	Precon	ADA, Grading and tying into existing grades	Closed	Design verification of existing grades to confirm plans meet ADA requirements and no additional work is needed.	\$ 20,000		X				Design has been revised to allow ADA access
5	Precon	Condition of existing ROW at tie-ins	Open	Documentation of Preexisting conditions and communication with property owner about constructions limits	\$ 15,000						Move to MCR
6	Precon	Existing utility conflicts/relocations	Closed	Utility log provided during design and upfront communication with utility owners for relocation	\$ -						Need to clarify scope
7	Const.	Contaminated materials (concrete, soils)	Closed	DDPHE group engaged to support. Identify areas of concern early.	\$ 5,000		X				Combine into contaminated materials FA
8	Const.	Contaminated materials (existing underground utilities)	Closed	DDPHE group engaged to support. Identify areas of concern early.	\$ 5,000		X				Combine into contaminated materials FA
9	Ongoing	Public Information- keeping local business/residences informed	Closed	Suggest starting PI effort with contractor as early as possible to eliminate possible communication issues.	\$ -		X				
10	Ongoing	Stormwater control- potential for flooding/pooling impacts during construction	Closed	Flatiron to review drawing packages and highlight any rework that will be required due to phasing and allowing drainage. Flatiron sees this risk as minimal and is currently covered	\$ -		X				Temporary Drainage FA
11	Ongoing	Unsuitable soils, mitigation of subgrade	Open	Identify areas of concern and/or identify unit pricing for unsuitable soils/replacement of materials as needed.	\$ 99,000						Subgrade Repair Allowance
12	Ongoing	Site safety measures for public related to excavations, trip hazards, equipment, traffic control.	Closed	Need to evaluate safety measures, evaluate MHT. Potential to identify traffic measures early so costs and/or schedule impacts can be agreed upon and utilized through contingency or other measures if needed for safety. Workshop with Designer, City, Flatiron to evaluate concerns.	\$ -		X				Include in Traffic Control
13	Const.	Winter weather impacts to paving, construction	Closed	During schedule development consider weather requirements for work to be performed - Weather has been considered during the development of schedule.	\$ 90,000						Moving to FA
14	Precon	Existing trees/vegetation	Closed	Identify trees for removal and/or trees that can remain through construction with forestry. Need to evaluate proximity to work area and evaluate the need for air excavation while work is taking place in the area.	\$ -		X				
15	Precon	Material Procurement- specifically architectural, landscape, Electrical (Signals/Light Standards)	Closed	Identify critical material items early and develop early work package for procurement prior to IFC design completion.	\$ -						
16	Ongoing	Schedule concerns and/or acceleration measures	Open	Working outside of standard working hours. Noise ordinance variance for extended hours during phases.	\$ 112,500						Pending phasing plan approval
17	Precon	Distressed Pavement Quantity Current estimate is roughly 15% of total pavement area	Closed	Explore costs associated with increased full depth removal areas and work to identify the best course of action between partial width and full width removals for failing wheel paths. Identify potential areas for overrun early	\$ 1,337,645		X				FA for any overruns (% of total area or SY??)
18	Const.	Jobsite Security - Vandalism and theft is prominent in area. Need to be aware of possible issues and prep for prevention	Closed	Use of light plants and solar camera surveillance trailers for jobsite security.	\$ 87,500						To be handled on a case by case basis

19	Const.	Requirement to clean all pre-exisitng inlets and drainage pipe prior to start of construction	Closed	Remove requirement	\$ 49,500		X				FA Item
20	Const.	Current Executive addressing additional tariffs on foreign goods effect foreign and domestic made products.	Open		\$ -						To be handled on a case by case basis
21	Precon	Space between new Sidwalk and ROW limits, tie into existing properties	Closed	Upfront discussions with property owners with material to be placed. Utilize concrete and pour with sidewalk where possible.	\$ 40,000		X				Limits shown in plans
22	Const.	Existing Mahnhole Cover Replacement	Open	Replacing lids on existing brick manholes	\$ 5,000						Modify Utility Allowance
23	Const.	Denver Water Relocation	Closed		\$ -		X				DEN Water to perform work, shown in plans
24	Const.	General Utility Relocation	Closed	Ensure completed prior to construction	\$ -						Adjust/Modify Utility Allowance
25	Const.	Irrigation Scope	Closed	Scope to be defined	\$ -		X				Revised in future plan development
26	Const.	Pedestrian Lighting	Closed	Scope to be defined	\$ 50,000						Scope covered in 1.23.26 Plans
27	Const.	Median Cover Mtl potentially changing to red stamped concrete	Closed	Scope to be defined	\$ -		X				Included in 90% Plans
28	Const.	Median Being added at Sheridan	Closed		\$ -		X				Removed from design
29	Const.	Change to Curb Height at Islands	Closed	Discussed prior to plan update	\$ -						
30	Const.	Understory/Tree Grates	Closed		\$ -		X				Included in 90% Plans
31	Const.	Utility Coordination and Construction Schedule	Closed	Relocate and install elec/gas services prior to construction	\$ 150,000		X				Include risk in bid
32	Const.	ROW Street Occupancy Permit Costs	Closed	Fees to be waived as typical on DOTI pojects	\$ 87,500						Fees to be waived for lane occupancy and ROW
33	Const.	Drilled Shafts - Vacuum utility conflict	Closed	Spec states vacuumed to prevent drilling through utilities. Potholing will verify no conflicts	\$ -						Drilled shafts added to pothole
34	Const.	Signal Electrical Service	Closed	Plans call for contractor to obtain address and coordinate establishment of service. OAC meeting conversations do not align with this. Plans show transformer and meter location to be in no work zone	\$ 150,000		X				
35	Const.	Lighting Electrical Service	Closed	Scope not defined	\$ 150,000		X				
36	Const.	Irrigation Electrical Service	Closed	Scope not defined	\$ 150,000		X				
37	Const.	Utility Install trench patch	Closed	mill and resurface over utility trench patches	\$ -		X				Quantity reconciliation meeting this is to be incidental to work
38	Const.	Environmental Health and Safety Management Spec	Open	List of payitems does not exist	\$ -						Spec to be revised with pay item adjustment
39	Const.	Winter Weather Protection	Open	Create F/A for winter protect	\$ 110,000						
40	Const.				\$ -						
41	Const.		Open		\$ -						

EXHIBIT R
SELF-PERFORMED WORK LETTER



May 27, 2026

Mr. Scott Reed

City and County of Denver – Department of Transportation & Infrastructure
201 West Colfax Avenue, Denver, CO 80202

Subject: Morrison Road Improvements - Self-Perform Work Letter

Dear Mr. Scott Reed,

As part of our commitment to the successful delivery of the Morrison Road Improvements project under the CMGC contract, we are submitting this letter to outline the scope of work our team intends to self-perform.

Self-Performed Work Scope:

Based on our current project analysis and internal capabilities, we anticipate self-performing the following work items listed in the Schedule of Values:

Demolition & Removals:

Removal of Inlets, Manholes, Fire Hydrants, Valves, Pipes, Asphalt, Concrete Median Cover, Sidewalks, Curb and Gutter, Concrete Pavement, and Curb Ramps.

Earthwork & Excavation:

Unclassified Excavation, Unsuitable Material removal, Embankment, and Aggregate Base Course (Class 6)

Stormwater & Drainage:

Installation of Filter Materials, Aggregate Base Course (Special), Precast Inlets and Outlet Structures, Manholes, Adjustment and Modification of Structures, and Reinforced Concrete Pipe (RCP).

Concrete Work:

Fine grading only for Concrete Pavement, Sidewalks, Curb Ramps, Curb, and Median Cover Material.

Miscellaneous:

Sanitary and Field Facilities

385 Interlocken Crescent
Suite 900
Broomfield, Colorado 80021

(303) 485-4050



Erosion Control:

Erosion Control Management, Erosion Control Maintenance, Vehicle Tracking Pads, Removal and Disposal of Sediment, and Removal of Trash.

Subcontractor Considerations

While the above items are expected to be self-performed, we reserve the right to subcontract certain scopes depending on final analysis of subcontractor quotes and project efficiencies. Conversely, additional items not listed above may be self-performed if deemed beneficial during execution.

We remain committed to delivering high-quality work and maintaining flexibility to ensure the best value for the City and County of Denver.

Please let us know if any additional documentation or clarification is required.

Sincerely,

Flatiron Dragados

EXHIBIT S
CERTIFICATE OF INSURANCE

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

05/28/2026

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 Aon Risk Services Northeast, Inc. Turner Surety & Ins. Brokerage 250 Pehle Avenue, Suite 311 Saddle Brook, NJ 07663	CONTACT NAME: TSIB Inc. PHONE (A/C, No, Ext): 201 267-7500 FAX (A/C, No): E-MAIL ADDRESS: FDCertRequest@tsibinc.com <table border="1"> <tr> <th data-bbox="803 420 1437 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 420 1576 451">NAIC #</th> </tr> <tr> <td data-bbox="803 451 1437 483">INSURER A : Liberty Mutual Fire Insurance company</td> <td data-bbox="1437 451 1576 483">23035</td> </tr> <tr> <td data-bbox="803 483 1437 514">INSURER B : LM Insurance Corporation</td> <td data-bbox="1437 483 1576 514">33600</td> </tr> <tr> <td data-bbox="803 514 1437 546">INSURER C :</td> <td data-bbox="1437 514 1576 546"></td> </tr> <tr> <td data-bbox="803 546 1437 577">INSURER D :</td> <td data-bbox="1437 546 1576 577"></td> </tr> <tr> <td data-bbox="803 577 1437 609">INSURER E :</td> <td data-bbox="1437 577 1576 609"></td> </tr> <tr> <td data-bbox="803 609 1437 638">INSURER F :</td> <td data-bbox="1437 609 1576 638"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Liberty Mutual Fire Insurance company	23035	INSURER B : LM Insurance Corporation	33600	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURED FlatironDragados Constructors, Inc. 385 Interlocken Crescent, Ste 900 Broomfield, CO 80021															

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 ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	☒	☒	TB2615C4G20D026	06/01/2026	06/01/2027	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$10,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	☒	☒	AS2615C4G20D036	06/01/2026	06/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		☒	WA561DC4G20D016	06/01/2026	06/01/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Re: Contract No. 202055406 - On-Call Civil Construction Services.

The following are included as Additional Insureds with respects to General Liability when required by written contract and/or written agreement with the Named Insured.

(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver
 201 West Colfax Ave. 6th Fl, Dpt
 611
 Denver, CO 80202-0000

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

Shawn Pave License # 0G22600 CA

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DESCRIPTIONS (Continued from Page 1)

The following are Additional Insureds on the Automobile Liability only to the extent they meet the definition of an insured in the policy, which provides in pertinent part that an insured includes anyone liable for the conduct of another insured but only to the extent of that liability.

Additional Insureds: The City and County of Denver, its elected and appointed officials, employees and volunteers.

All coverage terms, conditions and exclusions of the policy apply.

This Certificate of Insurance represents coverage currently in effect and may or may not be in compliance with any written contract and/or written agreement.

The General Liability Policy is Primary and Non-Contributory per the Policy terms and conditions.

The General Liability, Automobile Liability and Workers Compensation policies include a Waiver of Subrogation in favor of the Additional Insured but only if required by written contract and/or agreement.

* The following cancellation conditions always apply: - 10 days for non-payment of premium - If policy shown, 10 days for Workers' Compensation for fraud; material misrepresentation; non-payment of premium; other reasons approved by the Commissioner of Insurance - All other Notices of Cancellation - Thirty (30) Days Notice applies

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

05/29/2026

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PRODUCER Aon Risk Services Northeast, Inc. Turner Surety & Ins. Brokerage 250 Pehle Avenue, Suite 311 Saddle Brook, NJ 07663	CONTACT NAME: TSIB Inc. PHONE (A/C, No, Ext): 201 267-7500 FAX (A/C, No): E-MAIL ADDRESS: FDCertRequest@tsibinc.com INSURER(S) AFFORDING COVERAGE INSURER A : Allied World Assurance Company (US) Inc NAIC # 19489
INSURED FlatironDragados Constructors, Inc. 385 Interlocken Crescent, Ste 900 Broomfield, CO 80021	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Pollution Liability	X	X	03147191	06/01/2026	06/01/2027	\$10,000,000 Per Occ \$10,000,000 Aggregate

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

Re: Contract No. 202055406 - On-Call Civil Construction Services

The following are Additional Insureds as respects only to the Contractors Pollution Liability policy and only if required by written contract.

(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver
 201 West Colfax Ave. 6th Fl, Dpt
 611
 Denver, CO 80202-0000

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

Shawn Pave License # 0G22600 CA

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DESCRIPTIONS (Continued from Page 1)

All coverage terms, conditions and exclusions of the policy apply.

Additional Insured: City and County of Denver, its elected and appointed officials, employees and volunteers.

This Certificate of Insurance represents coverage currently in effect and may or may not be in compliance with any written contract and/or written agreement. Policies currently in effect will be renewed on the applicable Expiration Dates as required with the current terms and conditions unless cancelled.



May 27, 2026

The City and County of Denver -
Department of Transportation and Infrastructure
201 W. Colfax Ave, Dept 608
Denver, CO 80202

Re: DOTI Morrison Rd Improvements Phase 2 –
Construction GMP South Segment Project #
202473374 -Builders Risk Insurance Capability

To Whom it May Concern:

Turner Surety & Insurance Brokerage, Inc. is the Insurance Broker of record for Flatiron Dragados Constructors, Inc. Please accept this letter as formal confirmation that I reviewed the Contract requirement 10.2.9 for Builders Risk Insurance.

Flatiron Dragados Constructors, Inc. can acquire, provide and maintain the minimum limits for the required Builders Risk insurance from insurance companies that have an A.M. Best Rating of "A" or better and are duly licensed or authorized in Colorado.

The policy can be bound when the Notice to Proceed has been issued.

Should you require any additional information, please do not hesitate to contact our office.

Sincerely,

Linda Ferro

Linda Ferro, Account Manager
Turner Surety & Insurance Brokerage, Inc.

