

## CMGC CONSTRUCTION CONTRACT

**THIS CONSTRUCTION CONTRACT** (the “Construction Contract”) is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado (the “City”) and **KRAEMER NORTH AMERICA, LLC**, a Delaware limited liability company authorized to do business in Colorado, whose address is 1 Plainview Rd, Plain, WI 53577 (“the Contractor”), jointly (“the Parties”).

### RECITALS

1. The City wishes to build the Broadway Station at I-25 Multimodal & Safety Improvement Project Phase 2, Package 1, CDOT Project No. STU M320-127//23373, (the “Project”).
2. The Project will be implemented by the Department of Transportation & Infrastructure.
3. In furtherance of the Project, the City contracted with Felsburg Holt & Ullevig, Inc. (the “Designer” or “Design Consultants” or “Consultant Team”) to perform professional architectural and engineering design services for the programming and design of the Project.
4. Pursuant to Section 20-56 of the Denver Revised Municipal Code (“D.R.M.C.”), the City commenced on **February 5, 2021**, and advertised for at least three (3) consecutive days, the City’s solicitation for qualification submissions from qualified Construction Manager/General Contractor (“CM/GC”) contractors for the Project.
5. The City’s solicitation sought a contractor to furnish all Construction Manager/General Contractor (“CM/GC”) work and services including preconstruction services and construction services, work effort, labor, tools, supplies, manufactured components, equipment, materials, construction administration, management, supervision, coordination and everything else necessary and required to complete the construction of the Project on an expedited basis and within budget; while satisfying the City’s longstanding commitment to quality, efficiency, value, innovation, partnering, responsiveness to agency and community needs and in compliance with all applicable regulatory requirements.
6. Submissions received pursuant to said advertisement were evaluated and formal proposals were requested from selected firms best meeting the City’s qualifications criteria for this Project.
7. Proposals received were evaluated and ranked by a selection committee and a recommendation was made to the City’s Department of Transportation & Infrastructure or Executive Director Designee, (“Executive Director”) who evaluated the Proposals and recommended that contracts for performance on the Project be made and entered into with the above-named Contractor. For purposes of this agreement only, the terms “Executive Director of the Department of Transportation & Infrastructure,” “Executive Director,” “Manager of the Department of Transportation & Infrastructure,” and “Manager,” “Executive Director of the Department of Transportation & Infrastructure”, and “Manager of the Department of Department of Transportation & Infrastructure” are interchangeable and shall have the same meaning.
8. Based upon that ranking, the City and the Contractor entered into a Preconstruction Services Agreement, Contract No. **DOTI-202159622**, to perform preconstruction services.
9. In accordance with the terms and conditions of the Preconstruction Services Agreement, the Contractor has reviewed the Project Site and design documents and has performed constructability, availability, scheduling and cost estimating analysis on design documents prepared for the Project.

10. Based on this performance, the Contractor is thoroughly informed about the Project and the Project design. Contractor has submitted and the City has accepted a GMP Proposal to construct the Project. Contractor has submitted, and the City has accepted, a Construction Agreed Price (CAP) for the construction of all or a portion of the Project. For the purposes of this contract, the ‘CAP’ and the ‘Guaranteed Maximum Price (‘GMP’) are interchangeable.

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

12. 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 Services Agreement and the referenced selection documents.

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

## 1.0 PROJECT SUMMARY AND DEFINITIONS

1.1 **Project.** The “Project” as used herein shall mean:

The **Broadway Station at I-25 Multimodal & Safety Improvement Project Phase 2, Package 1.**

1.1.1 The Project includes the preconstruction and construction management services for the Broadway Station at I-25 Multimodal & Safety Improvement Project Phase 2, Package 1 and surrounding sitework.

1.1.2 The Project is located at the Broadway and Interstate 25 Interchange in Denver, Colorado (the “Project Site”).

1.1.3 The details of the Project are more particularly set forth in the Construction Documents that include the drawings, and specifications prepared by the Designer for CDOT Project No. STU M320-127//23373 (the “Design Documents”) and Contractor’s GMP Proposal dated **November 7, 2022** and updated on **January 10, 2023** (the “GMP Proposal”).

1.2 **Guaranteed Maximum Price.** The Project includes a single Guaranteed Maximum Price (the “GMP”), as defined in this Construction Contract, to complete the Project.

1.3 **Package.** The independent construction phase identified for construction for which the GMP has been provided for.

1.4 **Contractor Selection.** In accordance with the requirements of Section 20-56 of the Denver Revised Municipal Code (the “DRMC”), the City implemented and completed a competitive selection process to identify qualified Contractors to perform both preconstruction and construction services for the Project. The Contractor was selected as the first ranked proposer to perform such services for the City as set forth in the City’s Request for Proposals (the “RFP”) dated February 5, 2021; and the Contractor’s Response dated March 23, 2021 and review of oral presentations on May 24, 2021. In referencing these solicitations and submissions herein, the City and the Contractor acknowledge that the scope of the Project, as presented and addressed by these documents, has materially evolved since the issuance of these documents and that some information presented will not be applicable to this Construction Contract or the Project.

**1.5 Budget.** The Contractor acknowledges and accepts that there are limited funds available to design and construct the Project. The Project construction budget (the “Budget”) is **EIGHTEEN MILLION TWO HUNDRED FIFTY-TWO THOUSAND FIVE HUNDRED THIRTY-SIX DOLLARS AND SIXTY-NINE CENTS (\$18,252,536.69)** and is subject to increase or decrease at the sole discretion of the Executive Director. Contractor further acknowledges and accepts that the Project must be completed within the construction budget. As part of this acknowledgment and acceptance, the Contractor shall at all times cooperate fully with the City and the Design Consultant to develop the Project and its various components for construction and ultimately construct the Project so as not to exceed the limited funds available in the Budget.

**1.6 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.

**1.6.1** 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.

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

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

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

**1.7.1** Allowances shall cover the actual cost to the Contractor to complete the work including materials and equipment delivered at the Project Site and all required taxes, less applicable trade discounts as indicated in the Revision of Section 109 of the Technical Specifications; and

**1.7.2** 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 CMGC Management Price Percentage Fee under the Construction Contract.

## **1.8 GMP Contingency.**

**1.8.1 F/A CMGC Shared Risk Contingency Pool.** Extra work performed that the Contactor and City have agreed to share risk under is paid for as stipulated in the Risk Register and compensated out of the planned Allowance/ Force Account Item F/A CMGC Shared Risk Contingency Pool. The shared risk compensations, components, and total amounts for each of the items agreed upon are paid as defined in the Project Special Provisions contained in the project Risk Register. All cost savings in the Shared Risk Contingency Pool, not resulting in the reduction of work or operating performance, is shared as defined in the project Risk Register between the Contractor and City.

**1.8.2 F/A CCD Risk Pool.** Overruns approved by the Project Manager on original quantities as accepted in the CAP Proposal are paid for under the existing line item and will be reconciled against the CCD Risk Pool Force Account. The specific items for which overruns will be paid are listed in the Revision of Section 109 of the Technical Specifications. All cost savings in the CCD Risk Pool, will remain with the City.

**1.8.3 CMGC Management Price Percentage application to Force Account Items.** The Revision of Section 109 of the Technical Specifications specifies which F/A items will include or exclude the CMGC Management Price Percentage.

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

**1.10 User Agency.** The “User Agency” as used herein shall mean the 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.

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

## **2.0 CONTRACT DOCUMENTS**

**2.1** It is agreed by the Parties hereto that the following list of instruments, drawings and documents which are attached hereto, bound herewith or incorporated herein by reference constitute and shall be referred to as the “Contract Documents” and all of said instruments, drawings and documents taken together as a whole constitute the Contract and Agreement between the Parties hereto, and they are as fully a part of this Construction Contract and Agreement as if they were set out verbatim and in full herein. The Contract Documents represent the entire and complete integration of all understandings between the City and the Contractor and supersedes all prior negotiations, representations or agreements. No prior or contemporaneous addition, deletion or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement or change order properly executed by the Parties. When the contract drawings and technical specifications are complete and issued

by the Design Consultant for construction, they will, without further action be incorporated into this Construction Contract as if fully set forth herein.

This CM/GC Construction Contract

The City's Request for Proposals, dated **February 5, 2021** (RFP) (incorporated herein by reference)

Contractor's Response to RFP dated **March 23, 2021** and Contractor's CM/GC Management Price Proposal Submittal dated **May 21, 2021** (incorporated herein by reference)

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

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

Preconstruction Services Agreement, dated **August 12, 2021**, (incorporated herein by reference as **Exhibit C**)

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

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

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

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

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

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

Construction Documents: **Broadway Station and I-25 Safety and Access Improvements Project – Phase 2, Package 1** including the drawings, and specifications prepared by the Designer for CDOT Project No. STU M320-127//23373, Davis Bacon Wage Rate Schedule(s) (US DEPT OF LABOR: Davis Bacon Minimum Wages. Colorado Highway Construction General Decision Number - CO20220009, DATE: February 25, 2022), Disadvantage Business Enterprise (DBE) Requirements, Dated July 1, 2021, incorporated herein by reference as **Exhibit J**)

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

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

Contractor's GMP Proposal dated **November 7, 2022** and subsequently updated on **January 10, 2023**, (attached as **Exhibit M**)

Contractor's GMP Management Price Percentage Proposal (attached as **Exhibit N**)

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

Contractor's Right of Entry AGREEMENT (I-25 and Broadway Wedge Ramp Project) (attached as **Exhibit P**)

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

CDOT Forms (attached as **Exhibit R**)

**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 Technical Specifications;

**2.2.5** the Contract Drawings; and

**2.2.6** the Contractor's GMP Proposal

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

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

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

### **3.0 SCOPE OF WORK**

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

complete said Work within the Contract Time and fully complete said Work in accordance with the Contract Documents. The Contractor may complete the Project earlier than the date for Substantial Completion established by the Contract Time, but any claim by the Contractor based on delay shall be based upon the date for Substantial Completion established by the Contract Time and not on an earlier projected completion date that the Contractor may propose.

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

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

**3.2.2 Construction Services.** The Construction Services shall include the furnishing of all construction administration, management, supervision and coordination experience and expertise, as well as all construction services, work effort, labor, tools, supplies, manufactured components, equipment, materials, and everything else necessary and required to complete the construction of the Project on time and within 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 Services shall be in accordance with the terms and conditions of this Construction Contract.

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

**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 necessary to complete the Project.

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

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

**3.3.2** Also by execution of this Construction Contract, the Contractor covenants and represents that the Contractor has visited the Project Site and has had sufficient time and opportunity to independently examine and is sufficiently familiar with: the Project Site, the character and nature of the Project Site layout and materials, the character and nature of all Project Site constraints, restrictions and limitations, and limitations on ingress, egress and construction

staging and performance; and the local conditions under which the Work is to be performed, including weather conditions and any other factors which may impact the Work. The Contractor further represents that it has taken into consideration and correlated these direct observations, examinations and investigations with the requirements of the Contract Documents and in the pricing of the Work, the formulation of the GMP, the Contractors Fee and in preparing all Exhibits.

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

**3.3.4** Finally, the Contractor represents that it has reviewed the Design Consultant Agreements and the Design Documents, accepts the terms and requirements thereof and affirmatively states that the Project, as expressed by the design documents and the Project requirements and constraints is a reasonable and constructible Project, incorporating a reasonable and workable delivery approach, schedule and 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 has a separate agreement with the Design Consultant to design the Project and to provide construction contract administration services necessary to ensure that the Work conforms to the Design Documents and Technical Specifications. Both the Contractor and the Design Consultant shall be given direction by the City, or the City's designated and authorized representative(s). The Contract Documents shall not be deemed to create any contractual relationship between the Design Consultant and the Contractor or any separate contractors, subcontractors of any tier or suppliers on the Project. The relationship between the Contractor and the Design Consultant is intended to be cooperative and proactive, with both participating on the same team with the City.

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

**4.5** **City Delegation of Authority.** With reference to General Contract Condition 109, DEPUTY MANAGER and General Contract Condition 212, CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Executive Director hereby delegates to the City Engineer the authority necessary to undertake the decisions designated as being



the responsibility of the Deputy Manager. The City Engineer hereby designated as Project Manager with authority to handle the day-to-day administration of the Construction Contract, the following personnel:

Agency/Firm	Name	Telephone
Department of Transportation and Infrastructure	Michael Harmer, PE	720-913-4526

## 5.0 COORDINATION AND COOPERATION

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

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

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

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

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

## 6.0 CONTRACT TIME, SUBSTANTIAL COMPLETION AND LIQUIDATED DAMAGES

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

**6.2** **Construction Time.** The term "Construction Time" is defined as the total number of days between the date of the Notice to Proceed with Construction and the date on which Substantial Completion of all Work must be completed by the Contractor. The Construction Time shall be: 270 Calendar Days.

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

**6.4** **Liquidated Damages.** The Parties recognize and agree that time is of the essence for this Contract. In the event that the Work is not Substantially Complete within the Construction Time, as that time may be extended for delays for which an extension of time is permitted under the terms of the Contract Documents, the City and the

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

Amount Per Day            **\$10,700**

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

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

**7.1     Self-Performed Work.**

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

**7.1.2** Notwithstanding the bidding requirements set forth in Section 7.1.1, the Contractor has submitted to the City a final Self Performed Work Proposal for the structural concrete, wall construction, storm sewer, grading, Safety construction, Miscellaneous other scopes of work that subcontractors have excluded from their proposals, but are required to complete the project work on the Project. Such final Proposal shall be for the scope of work described in the GMP Self Performed Work Proposal attached hereto as **Exhibit Q** and, under no circumstances, shall the proposal

exceed the maximum amount for such work set forth in **Exhibit M**. Upon receipt of the final Proposal, the Manager may, at the Manager's sole discretion, accept the proposal, reject the proposal or engage in further negotiations regarding this work. If finally accepted by the Manager, the City will issue a change order for this work and the work described in the Final Self Performed Work Proposal will be incorporated into the GMP Scope of Work and GMP price as if fully set forth herein. In addition, the Construction Time shall be adjusted accordingly.

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

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

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

## **8.0 COMPENSATION**

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

**8.1.1** Cost of wages paid for labor in the performance of the Work at the Project Site or with the City's agreement at offsite workshops, which shall as a minimum be in accordance with the Davis Bacon wage rates established by the U.S. Department of Labor Davis Bacon Wage Minimum Wages, Colorado Highway Construction, General Decision Number – CO20220009, DATE: February 25, 2022), or in the case in which a Davis Bacon wage rate is not applicable, the prevailing wage rate established by the City and County of Denver for construction projects, as set out in D.R.M.C Section 20-76, and in effect at the time the GMP is established. In the event the Davis Bacon wage rates are increased in accordance with a notice, special provision, or annual increase issued by CDOT and the U.S. Department of Labor, those increases shall also be included as a cost of the work. For prevailing wage rates, the in the event these prevailing wage rates are increased in accordance with D.R.M.C. Section 20-76, on the anniversary date of this Construction Contract, these increases shall also be included as a cost of the work. Costs paid or incurred by the Contractor shall include actual wages for the Contractor's own personnel (including overtime premiums as applicable), taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and for personnel not covered by such agreements, customary benefits and the Contractor's company policy such as sick leave, individual and dependent medical and health benefits, disability insurance, holidays, craft training fund, vacation, pension, and, as applicable, 401K contributions. The City and the Contractor agree that the wages and burden for the personnel referenced in this paragraph and paragraphs **8.1.17** and **8.1.18** shall be charged as a Cost of the Work at not less than the stipulated fixed rates set forth on the Davis Bacon Wage Rate Schedule, incorporated herein by reference as **Exhibit J**, or as appropriate charges at the stipulated fixed rates set forth on the Billing Rates for Staffing and Salaried Schedule, attached as **Exhibit L**.

**8.1.2** Cost of contributions, assessments or taxes for such items as unemployment compensation and social

security, insofar as such cost is based on wages, salaries or other remuneration paid pursuant to Section **8.1.1**.

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

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

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

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

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

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

**8.1.9** The actual cost of the premiums, not to exceed 1% of the Cost of the Work, for all bonds that the Contractor is required to procure by this Construction Contract shall be charged as a Cost of the Work. The actual cost of the premiums, not to exceed 1.28% of the Cost of the Work, for all other insurance that the Contractor is required to procure by this Construction Contract or that are deemed necessary by the Contractor with the City's written approval shall be charged as a Cost of the Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**8.2.1** Salary of any officer of the Contractor.

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

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

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

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

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

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

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

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

**8.2.10** Costs of retesting non-conforming Work.

**8.3** **Contractor's Fee.** Subject to the terms of General Conditions 908 and 909 of the General Contract Conditions (**Exhibit A**), the Contractor's Fee (the "Contractor's Fee") to be paid to the Contractor and included in the GMP shall be a lump sum of **ONE MILLION FIVE HUNDRED EIGHTY EIGHT THOUSAND FIVE HUNDRED NINETY EIGHT DOLLARS AND NINETY SEVEN CENTS (\$1,588,598.97)**, payable in progress installments pursuant to the agreed upon management price percent of ten (10) percent per invoice submitted to the City and contingent upon work completed and approved by the Project Manager.

**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 **EIGHTEEN MILLION TWO HUNDRED FIFTY-TWO THOUSAND FIVE HUNDRED THIRTY-SIX DOLLARS AND SIXTY-NINE CENTS (\$18,252,536.69)** as the GMP, for which the Contractor will perform all Work necessary to complete the Project. The GMP is subject to the qualifications, clarifications, assumptions, exclusions and allowances in the GMP Proposal. The GMP is subject to adjustments as

provided in the Contract Documents. The GMP includes Contractor's Fee.

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

**8.4.3** Measurement and Payment. Contractor shall accept payment at the original contract unit prices for the installed and accepted quantities of work up to the original quantities shown in the GMP Proposal. Quantity overruns are not paid, except for items that are defined in Revision to Section 109 of the Standard Specifications includes within the Technical Specifications. Payment is based on 262 pay items (201-00000 through 700-99991).

**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 less the shared savings to the Contractor identified in Section 1.8.1. The Contractor shall distribute such savings to the City by Change Order that either reduces the GMP, increases Owner's Contingency or implements enhancements or additions to the Project requested by the City.

**8.6** **Construction Contract Amount and Funding.** In accordance with the terms of this Construction Contract, the maximum Construction Contract Amount to be paid by the City to the Contractor under this Construction Contract shall not exceed **EIGHTEEN MILLION TWO HUNDRED FIFTY-TWO THOUSAND FIVE HUNDRED THIRTY-SIX DOLLARS AND SIXTY-NINE CENTS (\$18,252,536.69)**. The Contractor guarantees and warrants that the Project will be completed by its performance hereunder for the GMP amount. In no event will the City's liability exceed the maximum Construction Contract Amount, as adjusted by duly authorized change order in accordance with this Construction Contract. The Parties specifically agree that any performance by the Contractor hereunder shall not subject the City to any cost, charge or fee not specified above.

## **9.0 DISPUTE RESOLUTION**

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

## **10.0 ADDITIONAL PROVISIONS**

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

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

**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 O**, 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. Contractor shall name RTD as an additional insured for the following policies: Commercial General Liability, Umbrella/Excess Liability Insurance, Automobile Liability Insurance, and Pollution Liability

**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. In regard to Workers’ Compensation insurance, Contractor shall obtain a waiver of insurer’s right of subrogation against RTD for payment made to or on behalf of employees of Contractor.

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

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

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

**10.2.12 Railroad Protective Liability Insurance.** Contractor shall maintain Railroad Protective Liability Insurance naming only RTD as the insured, with coverage of at least \$10,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective when the Contractor or Contractor's Agents are performing work on the Access Area within the area depicted in Exhibit 3 of the Contractor's Right of Entry Construction Contract attached as **Exhibit P**. The policy shall be issued on a standard ISO form CG 00 35 04 13 and shall be endorsed to include the following (a.) the Pollution Exclusion Amendment, (b.) the Limited Seepage and Pollution Endorsement, (c.) Evacuation Expense Coverage Endorsement. In addition, no other endorsements restricting coverage may be added, the original policy must be provided to RTD prior to performing any work under this Construction Contract, and the definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

#### **10.2.12 Additional Provisions:**

10.2.13.1 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

10.2.13.2 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 Disadvantaged Business Enterprise Requirements.** This Construction Contract is subject to 49 C.F.R. Part 26. Therefore, Contractor must satisfy the requirements for Disadvantaged Business Enterprise (“DBE”) participation as set forth in this Construction Contract and comply with CDOT’s DBE program requirements. These requirements include, as if they were set forth in the body of this Construction Contract, all requirements, assurances, limitations and remedies set forth in CDOT DBE Standard Special Provision: Disadvantaged Business Enterprise (DBE) Requirements of **Exhibit J**. These requirements are in addition to all other equal opportunity employment requirements of this Construction Contract and the requirements contained in **Exhibit R**.

**10.5 Federal Highway Administration (FHWA) and Colorado Department of Transportation (CDOT) Required Provisions.** This Construction Contract includes, and Contractor shall comply with the FHWA Required Provisions contained in **Exhibit J** as well as other Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the Construction Contract. Anything to the contrary herein notwithstanding, all FHWA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Construction Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause the City or CDOT to be in violation of the FHWA terms and conditions. The incorporation of FHWA terms has unlimited flow down to any third party contract that is funded in whole or in part with U.S. DOT assistance.

**10.6 RTD-City Intergovernmental Agreement (RTDIGA).** Contractor has received and reviewed a copy of the RTD-City IGA, including its Terms and Conditions and finds the terms and conditions stated therein to be acceptable for the performance of work under this Construction Contract. Contractor agrees to be bound to the City and County of Denver for all those obligations under the RTDIGA as the Contractor is bound to the City and County of Denver under the IGA. Additionally, all terms and provisions in the IGA are incorporated in this Construction Contract by reference, in their entirety. Should there be a conflict between the IGA and this Construction Contract, the terms of the RTDIGA shall control. Contractor agrees to cooperate with RTD and the City and County of Denver in providing any information requested by RTD or City and County of Denver for federal award reporting purposes. RTD and/or FHWA shall have the right to audit Contractor and all of their subcontractors’ books and records as they pertain to the Project for a period of three (3) years from the date of completion of their respective work. Failure by the Contractor to carry out these requirements is a material breach of this Construction Contract, which may result in the termination of this Construction Contract or such other remedy as the City deems appropriate. Contractor shall include a provision that is substantially similar to this provision in all subcontracts.

**10.7 CDOT-City Intergovernmental Agreement (CDOTIGA).** Contractor has received and reviewed a copy of the CDOT-City IGA, including its attached FHWA Terms and Conditions and the Federal Certifications and Assurances applicable to the CDOTIGA, and finds the terms and conditions stated therein to be acceptable for the performance of work under this Construction Contract. Contractor agrees to be bound to the City and County of Denver for all those obligations under the IGA as the Contractor is bound to the City and County of Denver under the CDOTIGA. Additionally, all terms and provisions in the CDOTIGA, the FHWA Terms and Conditions and the Federal Certifications and Assurances that are applicable to Contractor and the work are incorporated in this Construction Contract by reference, in their entirety. Should there be a conflict between the IGA and this Construction Contract, the terms of the

CDOTIGA shall control. Contractor agrees to cooperate with CDOT and the City and County of Denver in providing any information requested by CDOT or City and County of Denver for federal award reporting purposes. CDOT and/or FHWA shall have the right to audit Contractor and all of their subcontractors' books and records as they pertain to the Project for a period of three (3) years from the date of completion of their respective work. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Construction Contract. Contractor shall carry out applicable requirements of 49 CFR part 26 and RTD Civil Rights/EEO/DBE Contract Requirements in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Construction Contract, which may result in the termination of this Construction Contract or such other remedy as the City deems appropriate. Contractor shall include a provision that is substantially similar to this provision in all subcontracts.

**10.8 Prevailing Wage Requirements.** Contractor shall comply with all requirements of the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148), as supplemented by U.S. DOL regulations at 29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction," Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FHWA-assisted construction, alteration, or repair projects. In accordance with the statutes, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor agrees to pay wages not less than once a week. Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled. Contractor shall include these requirements in all subcontracts and is responsible for subcontractor compliance.

**10.9 Federal Requirements.** Contractor understands that the City intends to seek reimbursement of amounts paid Contractor from federal funding sources. Therefore, Contractor shall, to the maximum extent feasible, perform all work so that it is eligible for reimbursement for federal funding sources and in full compliance with applicable federal requirements.

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

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

**10.12 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 **EIGHTEEN MILLION TWO HUNDRED FIFTY-TWO THOUSAND FIVE HUNDRED THIRTY-SIX DOLLARS AND SIXTY-NINE CENTS (\$18,252,536.69)**, have been appropriated for this Construction Contract. The Executive Director of the Department of Transportation & Infrastructure, upon reasonable written request, will advise the Contractor in writing of the total amount of appropriated and encumbered funds that are or remain available for payment to the Contractor.

**10.13** 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 Executive Director of the Department of Transportation & Infrastructure 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 Construction Contract, without the proper authorization for such Work, and at the Contractor's own risk and sole expense.

**10.14 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.

**10.15 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 Executive Director to such assignment.

**10.16 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.

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

**10.18 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.

**10.19 Proprietary or Confidential Information.**

**10.19.1 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.

**10.19.2 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.

**10.20 Status of Contractor.** It is understood and agreed that the status of the Contractor shall be that of an independent contractor retained on a contractual basis to perform work or services for limited periods of time, and it is not intended, nor shall it be construed, that the Contractor, or any member of its staff or any consultant, is an employee, officer or Director of the City under Chapter 18 of the Denver Revised Municipal Code, for any purpose whatsoever.

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

**10.22 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:

Kraemer North America, LLC  
1 Plainview Rd,  
Plain, WI 53577

With a copy of any such notice to:

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

If to the City:

Executive Director of Transportation and Infrastructure

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

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

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

**10.24 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.

**10.25 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.

**10.26 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.

**10.27 Electronic Signatures and Electronic Records.** The Consultant 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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**[ELECTRONIC SIGNATURES FOLLOW]**

**Contract Control Number:** DOTI-202366871-00  
**Contractor Name:** Kraemer North America, LLC

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-202366871-00  
Kraemer North America, LLC

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

Timothy Maloney  
Name: \_\_\_\_\_  
(please print)

Senior Vice President  
Title: \_\_\_\_\_  
(please print)

ATTEST: [if required]

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

Name: \_\_\_\_\_  
(please print)

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



**EXHIBIT A**

**General Contract Conditions (Incorporated by Reference)**

**EXHIBIT A**  
**CONSTRUCTION CONTRACT GENERAL CONDITIONS**  
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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 2022 Edition).

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

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

*Building Code of the City and County of Denver*

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

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

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

<https://www.denvergov.org/content/dam/denvergov/Portals/743/documents/2011%20DENVER%20GENERAL%20CONTRACT%20CONDITIONS.pdf>

[https://www.denvergov.org/files/assets/public/doti/documents/standards/pwes-001.5-transportation\\_standards\\_and\\_details\\_for\\_the\\_engineering\\_division.pdf](https://www.denvergov.org/files/assets/public/doti/documents/standards/pwes-001.5-transportation_standards_and_details_for_the_engineering_division.pdf)

<https://www.denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Department-of-Transportation-and-Infrastructure/Programs-Services/Wastewater-Management/Infrastructure>

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](http://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. 3<sup>rd</sup> Avenue, Denver, Colorado 80223.

## **SC-2 CITY DELEGATION OF AUTHORITY**

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

**Denver Department of Transportation and Infrastructure / Engineering Division,**

Project Manager

\_\_\_\_\_

Mike Harmer

\_\_\_\_\_

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

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

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

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

## **SC-4 TIME OF BIDDING; TIME OF CONTRACTING**

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

## **SC-5 CONTRACT DOCUMENTS**

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

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

#### SC-6 CONTRACT TIME

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

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

#### SC-7 INDEMNIFICATION

General Condition 1603, **RTD** INDEMNIFICATION, is added as follows:

1. Contractor shall indemnify, defend and hold the Regional Transportation Division (RTD), including its directors, employees, and each of their agents and employees, harmless for all claims brought against RTD under this Project.

SC-8 General Condition 317, PERMITS AND LICENSES, is amended to add clauses 6 to 8 as follows:

6. Contractor shall apply for a Light Rail Access Permit and participate in the required safety training prior to performing any work within 25-feet of the light rail. The Current Light Rail Access permit can be found at <https://www.rtd-denver.com/business-center/construction-engineering>.
7. Whenever Contractor, Contractor's agents, or their equipment will be present in the Project area, Contractor shall apply for a Building Access and Grounds Permit (BGAP) before being allowed to work on RTD property. The current BGAP form can be found at [https://www.rtd-denver.com/sites/default/files/files/2021-05/Building-and-Grounds-Access-Permitv.2021\\_0.pdf](https://www.rtd-denver.com/sites/default/files/files/2021-05/Building-and-Grounds-Access-Permitv.2021_0.pdf). Contractor must initiate their request five business days before the work is scheduled to begin.
8. When an Access Permit is active, Contractor shall:
  - a. Bring a copy of the signed Access Permit to the Project site
  - b. keep proof of RTD safety training completion readily available while working on the Project area.
  - c. Have RTD-safety trained and qualified look-outs on the Project area for the work.
  - d. Wear orange MUTCD 2009 Class II compliant high-visibility safety vests at all times while working in the Project area.
  - e. Notify RTD dispatch prior to entering, and when clear of, Project area.
  - f. Keep all tracks completely usable at all hours, unless Contractor has received prior written consent from RTD.

#### SC-9 WORK

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

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

#### **SC-10 WORKING HOURS AND SCHEDULE**

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

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

6. The Contractor shall, once a month, submit a progress report and an updated schedule in a form acceptable to the Project Manager.

#### SC-11 SUBCONTRACTOR ACCEPTANCE

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

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

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

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

**SC-12 PAYMENT PROCEDURE**

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

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

<u>Agency/Firm</u>	<u>Name</u>
Dept. of Transportation and Infrastructure	Mike Harmer

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

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

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

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

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

#### **SC-13 SCHEDULE OF VALUES FOR LUMP SUM SUBCONTRACTS**

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

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

#### **SC-14 APPLICATIONS FOR PAYMENT**

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

1. Each complete application shall contain a list of Subcontractor and material invoices. If requested by the City, the Contractor will furnish the City with invoices shown on the lists which accompany any application for payment.

2. Application for payment shall be based on approved Cost of the Work items incurred, completed and/or certified by the Contractor. The application shall specify the Cost of the Work so certified as having been incurred by the Contractor for Work performed during the preceding period. The Contractor's Fee shall be paid based on the actual Cost of Work items incurred. Each application for payment shall also be accompanied by a written schedule of values which sets out the Cost of the Work for the Project together with the Contractor's accounting of the percentage of completion of each line item of Cost of the Work of which the City is liable to pay the Contractor.
3. The Contractor shall certify in writing with each application for payment that to its knowledge the Project will be completed at a cost within the Guaranteed Maximum Price, as modified by change orders, and shall identify with reasonable particularity any circumstances which could result in the total cost to the Contractor (including Fee) in completing the Project exceeding the Guaranteed Maximum Price.
4. If long lead items are being fabricated off-site and the manufacturer requires partial payment to begin fabrication or manufacturing work, the City, in its sole discretion, may agree to reimburse Contractor for some or all of these costs. The City will only consider actual costs that must be paid in advance by Contractor. Contractor assumes all risk of loss, non-performance, damage or defect in long lead items. In no circumstance will Contractor be entitled to additional compensation if long lead items are defective, delayed or not delivered. In the case of loss, Contractor must replace all long lead items at its sole cost. If Contractor identifies specific long lead items requiring significant payments before off-site fabrication can begin and it would like the City to consider paying some or all of amounts required to start work, it must submit a written request for the Program Manager's review with all requested documentation well in advance of submitting an application for payment. Contractor will execute any additional assurances requested by City. If the City declines to approve the request, Contractor is entitled to no additional compensation.
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 must also verify and certify the estimate of Work completed prior to any acceptance by the City. The Project Manager may delegate the verification of specific work to the Design Consultant.
9. By submitting an application for payment, the Contractor warrants that: (i) the title to the Work covered by an application for payment will pass to the City upon receipt of payment by the Contractor; (ii) the Work covered by previous payment applications is free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens", except for any interest created by retainage; and (iii) no Work covered by an application for payment is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or any other person or entity.
10. The Contractor shall not include in its application for payment any billing for defective Work or for work performed by Subcontractors or Suppliers if it does not intend to pay the Subcontractors or Suppliers for such work.
11. Approval of an application for payment of Work completed or actual payment by the City shall not foreclose the right of the City to examine the books and records of the Contractor to determine the correctness and accuracy of any item.
12. Should the City decline or fail to approve for payment any items of the Contractor's Fee, the Cost of the Work, or any other item shown on an application for payment, the City shall notify the Contractor in writing, setting forth the reasons for such action. The City shall pay that portion of each payment application which is not disapproved in writing by the City.
13. No progress payment or partial or entire use or occupancy of the Project by the City shall constitute an acceptance of Work not in accordance with the Contract Documents.

#### **SC-15 DISCOUNTS, REBATES AND REFUNDS**



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

#### SC-16 ADJUSTMENT OF CONTRACT AMOUNT

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

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

- B. Labor Burden. Contractor's actual costs for worker's compensation and liability insurance, payroll taxes, social security and employees' fringe benefits (including employer paid health insurance) imposed on the basis of payrolls. This burden must reflect the variability of some burdens, i.e. social security. The burden shall be itemized and include all small tools and miscellaneous supplies. The total labor burden for such small tools shall not exceed two percent (2%) of the Direct Labor cost.
- C. Direct Material, Supplies, Installed Equipment. The actual net, direct cost of materials, supplies and equipment incorporated into or consumed by the Work. If actual costs are not available, this cost shall be the lowest commercially available price including all discounts and rebates and all applicable taxes. Such cost shall be based on buying the material, supplies and equipment in the largest practical quantity to receive quantity discounts.
- D. Equipment Costs. Without markup or operator, the lesser of (i) the actual net cost to the Contractor of owned or rented equipment, other than small tools; or (ii) the rental rate for such equipment as determined by using the following method(s):
- (1) Equipment rental rates listed in the appropriate rental rate book currently in use by the Colorado Department of Transportation. If an item of equipment does not appear in the rental rate book currently in use by the Colorado Department of Transportation, the rental rates published by the Associated Equipment Dealers may be used as a basis for negotiating a rental rate for a particular piece of equipment. The Contractor shall provide all information necessary to determine the appropriate rental rate at the time the equipment is brought on the job. This shall include, but not be limited to, type, description, make, year, model, series, serial number, fuel type, transmission, wheel combination, GVW, capacity and equipment owner.
  - (2) Rental equipment costs shall be determined using actual invoiced rates, less all discounts for basic equipment rental.
  - (3) Mobilization/demobilization costs will be paid if the equipment is mobilized exclusively for Work described in a Change Order. If the equipment is also used on Base Contract Work, no mobilization or demobilization cost will be paid. Mobilization/demobilization costs will be based on using the least expensive means to mobilize or demobilize Equipment shall be obtained from the nearest available source. When the least expensive methods are used, the costs shown in the actual invoice will be the basis for pricing.
- E. Mark Up for Overhead and Profit.
- (1) The Contractor's Fee on the calculated change of Cost of Work shall be the only amount added to such calculated cost of Work as markup and profit to the Contractor, including any fee on applicable Work self-performed by the Contractor.

- (2) A Subcontractor of any tier who actually performs the Work shall be entitled to a markup of 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 four percent (4%) markup on the actual price charged to the Subcontractor by a Subcontractor of lower tier.
  - (4) All of the Contractor's and Subcontractor's field and office overhead and supervision costs are included in the Fee and markups listed above.
  - (5) Neither the Contractor nor Subcontractor of any tier, nor the City in the case of a credit, will apply or attempt to apply these percentage adjustments in a way which would pyramid either the cost or credit because of the involvement of a Subcontractor or sub-subcontractor. Written justification and approval shall be required for any percentages exceeding a total of fifteen percent (15%).
- F. Bonds, Insurance, Permits and Taxes. The actual increases or decreases in the cost of premiums for bonds and insurance, permit fees, and sales, use or similar taxes related to the Work. The Contractor shall not be entitled to a Fee for any such costs.
3. Totals as Equitable Adjustment. The Contractor agrees that the total of the above items constitute an equitable adjustment for any and all costs or damages resulting from a change.
4. No Equitable Adjustment for Obstruction by Contractor. No equitable adjustment shall be made as a result of costs resulting from any act, hindrance, obstacle, obstruction, interference or omission of the Contractor, its Subcontractors, Suppliers, or surety, or any other entity or individual acting on behalf of the Contractor.
5. Calculation of Certain Equitable Adjustments.
  - A. In case of delay in completion of the entire Contract due to drawings, designs or specifications which are defective and for which the City is responsible, the equitable adjustment for delays or costs incurred prior to notification to the City of such defect shall only include the extra cost and time reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect.
  - B. An equitable adjustment shall not include increased costs for delay resulting from the Contractor's failure to continue performance during determination of any Contractor Change Request or claim.
6. Price Reductions for Defective Cost or Pricing Data. If it is later determined that pricing adjustments to the Contract were not correct due to incomplete or inaccurate pricing data by the Contractor or any Subcontractor or Supplier or that lower prices were reasonably available, the price shall be reduced accordingly and the Contract Amount modified by an appropriate Change Order.

7. Variation in Quantity of Unit Priced Items. Where the quantity of a unit-priced item in the Contract is an estimated quantity and the actual quantity of the unit-priced item varies more than twenty-five percent (25%) above or below the estimated quantity, and where this difference changes the total original Contract value by more than five percent (5%), an equitable adjustment in the Contract Amount may be made by Change Order. The equitable adjustment shall be based upon any increase or decrease in cost due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completing the Work, the Contractor may request, in writing, an extension of time in accordance with GC 1105.
8. Disposition of Excess or Obsolete Property. When the cost of materials, supplies, equipment or other personal property made obsolete or excess as a result of a delay is included in the equitable adjustment, the Project Manager shall have the right to prescribe the manner of disposition of such property.

### **SC-17 SURETY BONDS**

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

1. Payment and performance bonds must be issued by a corporate surety authorized to do business in the State of Colorado and approved by the Mayor, the DOTI Executive Director and the City Attorney.
2. Before the Contract is executed, the Contractor shall have furnished such surety bonds and appropriate Powers of Attorney as a guarantee of the faithful performance of the Contract and the payment of bills for labor and materials.
3. The DOTI Executive Director may direct, at his sole discretion, that the required payment and performance bonds be combined in a format approved by the City Attorney.
4. The Contractor shall provide a Consent of Surety for any duly executed Change Order that increases the Contract Amount, thereby increasing the penal sum of the bonds.
5. The 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 will be assigned to inspect and test the Work. These persons may perform any tests and observe the Work to determine whether or not designs, materials used, manufacturing and construction processes and methods applied, and equipment installed satisfy the requirements of the drawings and specifications, accepted Shop Drawings, Product Data and Samples, and the General Contractor's warranties and guarantees. The General Contractor shall permit these inspectors unlimited access to the Work and provide means of safe access to the Work, which cost shall be included as a Cost of the Work without any increase to the Guaranteed Maximum Price. In addition, General Contractor shall provide whatever access and means of access are needed to off-site facilities used to store or

manufacture materials and equipment to be incorporated into the Work and shall respond to any other reasonable request to further the inspector's ability to observe or complete any tests. Such inspections shall not relieve the General Contractor of any of its quality control responsibilities or any other obligations under the Contract. All inspections and all tests conducted by the City are for the convenience and benefit of the City. These inspections and tests do not constitute acceptance of the materials or Work tested or inspected, and the City may reject or accept any Work or materials at any time prior to the inspections pursuant to G.C. 2002, whether or not previous inspections or tests were conducted by the inspector or a City representative.

2. The Building Inspection Division will perform building code compliance inspections for structures designed for human occupancy. It is the General Contractor's responsibility to schedule and obtain these inspections. If a code compliance inspection results in identification of a condition which will be at variance to the Contract Documents, the General Contractor shall immediately notify the Project Manager and confirm such notification with formal correspondence no later than two (2) working days after the occurrence.
3. When any unit of government or political subdivision, utility or railroad corporation is to pay a portion of the cost of the Work, its respective representatives shall have the right to inspect the Work. This inspection shall not make any unit of government or political subdivision, utility or railroad corporation a party to the Contract, and shall not interfere with the rights of either party.

#### **SC-19 AUTHORITY OF INSPECTORS**

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

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

#### **SC-20 TERMINATION OF CONTRACT FOR CONVENIENCE OF THE CITY**

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

1. The performance of Work under the Contract may be terminated without cause by the City in whole or in part whenever the Manager, in his sole discretion, shall determine that such termination is in the best interest and convenience of the City or whenever the City is prohibited from completing the Work for any reason. Such termination shall be effected by giving not less than three (3) Days' written notice to the Contractor specifying the extent to which performance of the Work is terminated and the date upon which such termination becomes effective.
2. Upon receipt of such notice of termination, the Contractor shall:

- A. Stop work as specified in the notice;
  - B. Terminate all orders and subcontracts except as necessary to complete Work which is not terminated;
  - C. If directed in writing by the Manager to do so, assign all right, title, and interest in subcontracts and materials in progress, in which case the City will have the right, in its discretion, to settle or pay any or all Claims arising out of the termination of such subcontracts;
  - D. Settle outstanding liabilities and claims with the approval of the Manager;
  - E. Complete performance of such part of the Work as has not been terminated; and
  - F. Take such other actions as may be necessary, or as may be directed by the City, for the protection and preservation of the property related to the Contract.
3. Except as provided herein, any inventory resulting from the termination of the Contract may, with written approval of the Manager, be sold or acquired by the Contractor under the conditions prescribed by and at prices approved by the City.
  4. Upon receipt of notice of such termination, the Contractor shall submit to the Project Manager a request for final payment, in a form and with certification prescribed by the City. Such request shall be submitted promptly but in no event later than sixty (60) Days from the effective date of termination, unless extended in writing by the Project Manager upon the written request of the Contractor within such sixty (60) Day period.
  5. The final payment to the Contractor after a termination for convenience shall be calculated by adding the following amounts:
    - (1) Any actual costs incurred by the Contractor since the last approved pay request that are reimbursable as a Cost of the Work plus the proportionate Fee on such costs;
    - (2) The actual costs incurred by the Contractor for terminating the Work and for protecting the Work in the manner, if any, directed by the City, plus the proportionate Fee on such costs; and
    - (3) Retainage withheld for completed and accepted Work.
  6. The acceptance of final payment as calculated above shall constitute a waiver of all Claims by the Contractor except those previously made in accordance with G.C. 1301 which have been separately identified by the Contractor as unsettled in the final Project Application for Payment.
  7. The Manager may, from time to time, under such terms and conditions as the Manager may prescribe, authorize partial payments and payments against costs incurred by the Contractor for the terminated portion of the Contract, if it is estimated that the total of such payments will not exceed the amount to which the Contractor will be entitled. If the total of such payments is in excess of the amount to which the Contractor is entitled, the excess shall be payable by the Contractor to the City upon demand, together with interest

computed pursuant to statute, for the period from the date the excess payment is received by the Contractor to the date the excess is repaid to the City.

8. The settlement for the Work performed shall not relieve the Contractor or its surety from responsibility for defective Work and/or materials on the completed portion of the Work nor for labor and materials or any other items as guaranteed by the surety bond or bonds.
9. The City shall be given full access to all books, correspondence, records, electronic files and data bases, and other materials of the Contractor relating to the Contract in order to determine the amounts to be paid on account of the termination of the Contract under this G.C. 2202. The Contractor shall, as requested by the City, furnish clear copies of any such materials.
10. In the event the parties fail to agree in whole or in part on the amount or amounts to be paid to the Contractor in connection with the termination of work pursuant to this G.C. 2202, the Contractor may appeal the Project Manager's determination as to the amount owed in accordance with Title 13, except that, if the Contractor has failed to submit its request for payment within the time provided above and has failed to request an extension of such time, it shall have no such right of appeal.

#### **SC-21 SUBCONTRACTS**

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

#### **SC-22 RESERVED**

#### **SC-23 DISPOSAL OF NON-HAZARDOUS WASTE AT DADS**

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

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

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

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

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

#### **SC-26 DEBARRED SUBCONTRACTORS PROHIBITED**

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

**SC-27 ATTORNEY'S FEES**

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

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



**EXHIBIT C**

**Preconstruction Agreement (Incorporated by Reference)**

**EXHIBIT D**

**Equal Employment Opportunity Provisions**

**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.

**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/ \_\_\_\_\_

Executive Director 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 Office of Contract Compliance. 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
<b>21.7% - 23.5%</b>	<b>6.9%</b>

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

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

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

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

**2. SPECIFIC AFFIRMATIVE ACTION STEPS:**

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

- a. The Contractor should have notified minority and female organizations when employment opportunities were available and should have maintained records of the organization's response.

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

NOTE:

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

**3. NON - DISCRIMINATION:**

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

**4. COMPLIANCE AND ENFORCEMENT:**

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

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

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

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

**C. OBLIGATIONS APPLICABLE TO CONTRACTORS:**

It shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority or female employees. Discrimination in referral for employment, even if pursuant to provisions of a collective bargaining agreement, is prohibited by the National Labor Relations Act, as amended, Title VI of the Civil Rights Act of 1964, as amended, and Article III, Division 2 of Chapter 28 of the Revised Municipal Code. It is the policy of the Department of Transportation and Infrastructure 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 the Department of Transportation and Infrastructure, 201 W. Colfax, Dept. 608, Denver, Colorado 80202, and shall be forwarded through and with the endorsement of the Director.

**EXHIBIT E**

**Performance and Payment Bond**



Bond No.: Zur: 9412628, Fed: K41600950, Cont: 30178720, Lib: 070217944

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

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Kraemer North America, LLC, a corporation organized and existing under and by virtue of the laws of the State of Delaware, hereafter referred to as the "Contractor", and 1) Zurich American Insurance Company, 2) Federal Insurance Company, 3) The Continental Insurance Company, 4) Liberty Mutual Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of 1) NY; 2) IN; 3) IL; 4) MA, 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 **Eighteen Million Two Hundred Thirty-Two Thousand One Hundred Ninety-One Dollars and 69 Cents (\$18,232,191.69)**, 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. 202366871 for CMGC Services for S. Broadway Station & I-25 Multimodal and Safety Improvements Project Phase 2**, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

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

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

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

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, grease, coal, or any other supplies or materials used or consumed by said Contractor or its subcontractors in performance of the work contracted

to be done, or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the work, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;

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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 5<sup>th</sup> day of April, 2023.

Attest:

Assistant Secretary [Signature]

Kraemer North America, LLC  
Contractor

By: [Signature]  
Sr. Vice President

Zurich American Insurance Company  
Federal Insurance Company  
The Continental Insurance Company  
Liberty Mutual Insurance Company  
Surety

By: [Signature]  
Attorney-In-Fact Jessica L. Nowlin,  
Attorney-in-Fact

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

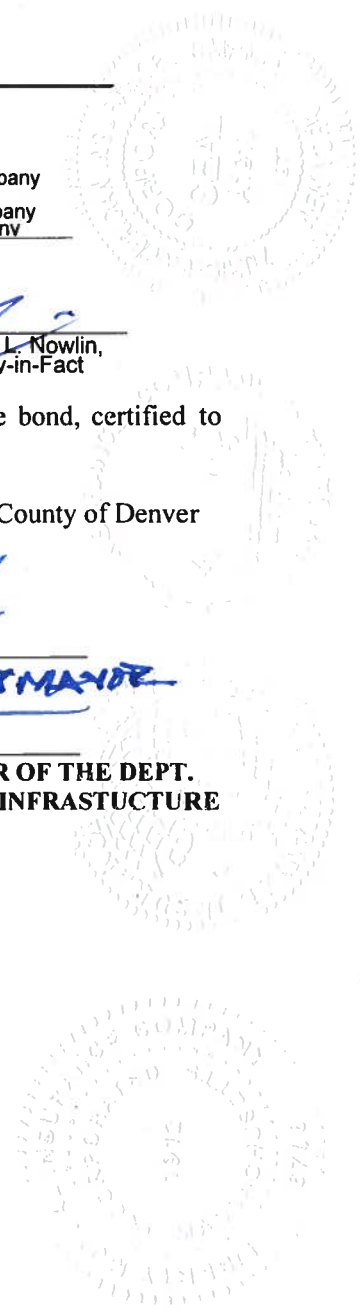
APPROVED AS TO FORM:  
Attorney for the City and County of Denver

By: [Signature]  
Assistant City Attorney

Approved For The City And County of Denver

By: [Signature]  
MAYOR DEPARTMENT

By: [Signature]  
EXECUTIVE DIRECTOR OF THE DEPT.  
OF TRANSPORTATION AND INFRASTRUCTURE



**EXHIBIT F**

**Final/Partial Lien Release Form**

EXHIBIT F

DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE  
FINAL/PARTIAL RELEASE AND CERTIFICATE OF PAYMENT  
(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 G**

**Notice to Proceed**

**Exhibit G**

**Notice to Proceed Form**



**NOTICE TO PROCEED (SAMPLE)**

Current Date

Name

Company

Street

City/State/Zip

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

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

With a contract time of «Period\_of\_Performance» calendar days, the project must be complete on or before \_\_\_\_\_.

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

Sincerely,

\_\_\_\_\_  
City Engineer


cc:

**EXHIBIT H**

**Contractor's Certification of Payment Form**

## Exhibit H

### Contractor's Certification of Payment Form

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





## Instructions for Completing the Contractor/Consultant Certification of Payment Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT I**

**Certificate of Contract Release**

EXHIBIT I



Certificate of Contract Release

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](mailto: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

**EXHIBIT J**

**Construction Documents**

**Incorporated by Reference**

**EXHIBIT K**

**Equipment Rates**

**EXHIBIT K**

## Equipment Rental Rates - Kraemer North America

Description	Unit	Total Rate
Crane-crawler-100 tn	HR	\$ 235.65
Crane-RT 60 tn	HR	\$ 169.24
Crane-RT-80 tn	HR	\$ 190.76
BACKHOE 308 (15-30K#)	HR	\$ 80.86
BACKHOE 320 (45K#)	HR	\$ 105.72
BACKHOE 325 (55K#)	HR	\$ 115.95
Backhoe 336	HR	\$ 133.31
ROLLER/COMPACTOR - CS34 (SMOOTH)	HR	\$ 79.02
ROLLER/COMPACTOR - CP44 B (PAD)	HR	\$ 96.71
ROLLER/COMPACTOR - CS44 B (SMOOTH)	HR	\$ 90.44
ROLLER/COMPACTOR - CP56 B (PAD)	HR	\$ 139.47
ROLLER/COMPACTOR - CS56 B (SMOOTH)	HR	\$ 125.24
CAT D6 WITH 6 WAY (50k)	HR	\$ 183.01
CAT D6K2 (30k)	HR	\$ 137.44
CAT GRADER 140M (JD 770)	HR	\$ 134.86
Excavator hammer-1,300 ft/lb	HR	\$ 40.00
Excavator hammer-3000 ft/lb	HR	\$ 62.43
Excavator hammer-5,000 ft/lb	HR	\$ 61.95
Loader 950 (3.5-4.5 cy)	HR	\$ 81.12
Compactor - Plate	HR	\$ 10.14
Compactor - Walk Behind	HR	\$ 29.82
CAT 623 Scraper	HR	\$ 259.91
Skid steer w/tracks (CAT 259)	HR	\$ 56.22
EW Trailer-Skidsteer/Enclosed	HR	\$ 1.44
EW Water Truck - 2000 GAL	HR	\$ 37.82
EW Water Truck - 4000 GAL	HR	\$ 54.20
UP 90 SHEAR ATTACHMENT	HR	\$ 41.21
Pile hammer - D30	HR	\$ 83.27
V22 Vibratory hammer	HR	\$ 125.15
Manlift - 65'	HR	\$ 39.25
Manlift - 85'	HR	\$ 56.72
Compressor 125-185 cfm	HR	\$ 16.80
Compressor 375-600 cfm	HR	\$ 36.89
Finish machine	HR	\$ 60.58
Forklift - 12,000#	HR	\$ 62.10
Light plant	HR	\$ 10.33
Welder	HR	\$ 10.37
Waterpump 6"	HR	\$ 72.23
TRENCH BOX 8'x20'	HR	\$ 10.25
BEDDING BOX 7'	HR	\$ 5.00
Truck - Mechanic/Welding	HR	\$ 43.71
Truck - Flatbed	HR	\$ 27.92
Tool Trailer / Van Trailer	HR	\$ 1.35
Huese House / 20' Conex	HR	\$ 1.62
Pickup - 3/4 ton 4x4	HR	\$ 22.16

**EXHIBIT L**

**Rate Sheets**

## EXHIBIT L

**PRIME CONTRACTOR TEAM MEMBERS**Contractor Name: Kraemer North America

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

Title/Classification	Responsibilities	Rate/Hr.
Assistant Superintendent	Covers specific areas such as earthwork, underground, structures.	\$140.20
Construction Engineer	Falsework, Formwork, Rigging, Shoring design	\$159.25
Field Engineer	Assist Project Engineer and Superintendent	\$109.72
General Superintendent	In charge of the field and coordinating all resources	\$198.11
Project Engineer	Quantities, QC checklists, Reports, Planning	\$129.53
Project Manager	Assists the Project Manager, Scheduling	\$190.49
Senior Project Manager	Overall responsible for all aspects of the entire construction project	\$228.58
Project Superintendent	In charge of the site construction, materials, equipment, people	\$182.82
Safety Manager	Oversees safety on the whole project, reports, training	\$129.53
Secretary	Payroll and other compliance	\$66.41
Admin/Doc Control	Filing, reporting	\$90.56

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.5.

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



**EXHIBIT M**

**Contractor's Guaranteed**

**Maximum Price (GMP)**

## EXHIBIT M

DOTI - Broadway Station at I-25

PKG 1 Constuction Agreed Price

Kraemer North America

Date: 11/7/2022

Updated: 1/10/2023

Number	Bid Item Number	Description	UNIT	QUANTITY	Unit Cost	Extension
10	201-00000	CLEARING AND GRUBBING	L S	1	\$ 6,341.54	\$ 6,341.54
20	202-00010	REMOVAL OF TREE	EACH	12	\$ 646.07	\$ 7,752.84
30	202-00030	REMOVAL OF WATER METER	EACH	1	\$ 5,058.19	\$ 5,058.19
40	202-00019	REMOVAL OF INLET	EACH	2	\$ 2,000.00	\$ 4,000.00
50	202-00021	REMOVAL OF MANHOLE	EACH	7	\$ 1,990.00	\$ 13,930.00
60	202-00035	REMOVAL OF PIPE	LF	1,466	\$ 80.00	\$ 117,280.00
70	202-00039	REMOVAL OF BOLLARD	EACH	3	\$ 216.58	\$ 649.74
80	202-00047	REMOVAL OF ELECTRICAL EQUIPMENT	LS	1	\$ 19,750.00	\$ 19,750.00
90	202-00155	REMOVAL OF WALL	LF	285	\$ 38.24	\$ 10,898.40
100	202-00190	REMOVAL OF CONCRETE MEDIAN COVER MATERIAL	SY	671	\$ 19.91	\$ 13,359.61
110	202-00200	REMOVAL OF SIDEWALK	SY	540	\$ 14.68	\$ 7,927.20
120	202-00201	REMOVAL OF CURB	LF	717	\$ 6.69	\$ 4,796.73
130	202-00203	REMOVAL OF CURB AND GUTTER	LF	2,053	\$ 8.34	\$ 17,122.02
140	202-00206	REMOVAL OF CONCRETE CURB RAMP	SY	287	\$ 32.32	\$ 9,275.84
150	202-00210	REMOVAL OF CONCRETE PAVEMENT	SY	1,105	\$ 13.40	\$ 14,807.00
160	202-00220	REMOVAL OF ASPHALT MAT	SY	604	\$ 13.48	\$ 8,141.92
170	202-00250	REMOVAL OF PAVEMENT MARKING	SF	4,070	\$ 5.24	\$ 21,326.80
180	202-00715	REMOVAL OF CLOSED CIRCUIT TELEVISION POLE	EACH	1	\$ 4,000.00	\$ 4,000.00
190	202-04001	PLUG CULVERT	EACH	1	\$ 6,835.00	\$ 6,835.00
200	202-04008	CLEAN CULVERT	LF	1,508	\$ 15.30	\$ 23,072.40
210	202-00495	REMOVAL OF PORTIONS OF PRESENT STRUCTURE	L S	1	\$ 2,685.24	\$ 2,685.24
220	202-00700	REMOVAL OF LIGHT STANDARD	EACH	1	\$ 700.00	\$ 700.00
230	202-00705	REMOVAL OF LIGHT STANDARD FOUNDATION	EACH	1	\$ 1,100.00	\$ 1,100.00
240	202-00805	REMOVAL OF OVERHEAD SIGN STRUCTURE	EACH	1	\$ 8,572.16	\$ 8,572.16
250	202-00810	REMOVAL OF GROUND SIGN	EACH	7	\$ 127.29	\$ 891.03
260	202-00815	REMOVAL OF SIGN (SPECIAL)	EACH	2	\$ 305.50	\$ 611.00
270	202-00821	REMOVAL OF SIGN PANEL	EACH	2	\$ 127.29	\$ 254.58
280	202-00827	REMOVAL OF PULL BOX	EACH	3	\$ 350.00	\$ 1,050.00
290	202-00828	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	L S	1	\$ 9,600.00	\$ 9,600.00
300	202-01000	REMOVAL OF FENCE	LF	1,327	\$ 7.11	\$ 9,434.97
310	202-01170	REMOVAL OF GUARDRAIL TYPE 7	LF	478	\$ 14.23	\$ 6,801.94
320	202-04005	CLEAN VALVE BOX	EACH	2	\$ 618.00	\$ 1,236.00
330	203-00010	UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE)	CY	1,236	\$ 23.32	\$ 28,823.52
340	203-00050	UNSUITABLE MATERIAL	CY	50	\$ 147.70	\$ 7,385.00
350	203-01510	BACKHOE	HOUR	20	\$ 213.12	\$ 4,262.40
360	203-01590	FRONT END LOADER (RUBBER TIRE)	HOUR	20	\$ 157.77	\$ 3,155.40
370	203-01597	POTHOLING	HOUR	200	\$ 263.13	\$ 52,626.00
380	206-00000	STRUCTURE EXCAVATION	CY	2,411	\$ 35.66	\$ 85,976.26
390	206-00050	STRUCTURE BACKFILL (SPECIAL)	CY	3,663	\$ 25.87	\$ 94,761.81
400	206-00100	STRUCTURE BACKFILL (CLASS 1)	CY	12,838	\$ 46.25	\$ 593,757.50
410	206-00200	STRUCTURE BACKFILL (CLASS 2)	CY	684	\$ 51.62	\$ 35,308.08
420	206-00360	MECHANICAL REINFORCEMENT OF SOIL	CY	7,663	\$ 8.07	\$ 61,840.41
430	206-00530	FILTER MATERIAL (CLASS C)	CY	14	\$ 394.60	\$ 5,524.40
440	206-01781	SHORING (AREA 1)	L S	1	\$ 40,827.85	\$ 40,827.85
450	206-01782	SHORING (AREA 2)	L S	1	\$ 40,827.85	\$ 40,827.85
460	206-01783	SHORING (AREA 3)	L S	1	\$ 27,767.75	\$ 27,767.75

Number	Bid Item Number	Description	UNIT	QUANTITY	Unit Cost	Extension
470	207-00205	TOPSOIL (WATER QUALITY)	CY	132	\$ 140.00	\$ 18,480.00
480	208-00002	EROSION LOG TYPE 1 (12 INCH)	LF	470	\$ 5.46	\$ 2,566.20
490	208-00035	AGGREGATE BAG	LF	618	\$ 8.25	\$ 5,098.50
500	208-00046	PRE-FABRICATED CONCRETE WASHOUT STRUCTURE (TYPE 1)	EACH	6	\$ 3,507.35	\$ 21,044.10
510	208-00051	STORM DRAIN INLET PROTECTION (TYPE I)	LF	30	\$ 8.25	\$ 247.50
520	208-00052	STORM DRAIN INLET PROTECTION (TYPE II)	LF	49	\$ 109.28	\$ 5,354.72
530	208-00075	PRE-FABRICATED VEHICLE TRACKING PAD	EACH	2	\$ 16,645.65	\$ 33,291.30
540	208-00103	REMOVAL AND DISPOSAL OF SEDIMENT (LABOR)	HOUR	136	\$ 66.42	\$ 9,033.12
550	208-00105	REMOVAL AND DISPOSAL OF SEDIMENT (EQUIPMENT)	HOUR	100	\$ 164.42	\$ 16,442.00
560	208-00106	SWEEPING (SEDIMENT REMOVAL)	HOUR	1000	\$ 160.00	\$ 160,000.00
570	208-00107	REMOVAL OF TRASH	HOUR	75	\$ 66.42	\$ 4,981.50
580	208-00200	EROSION CONTROL MANAGEMENT	LS	1	\$ 75,526.83	\$ 75,526.83
590	210-00050	RESET FIRE HYDRANT	EACH	1	\$ 15,765.00	\$ 15,765.00
600	210-00810	RESET GROUND SIGN	EACH	6	\$ 509.17	\$ 3,055.02
610	210-04000	MODIFY STRUCTURE (SPECIAL)(MONITORING WELL)	EACH	6	\$ 2,000.00	\$ 12,000.00
620	210-04010	ADJUST MANHOLE	EACH	2	\$ 2,710.00	\$ 5,420.00
630	210-04015	MODIFY MANHOLE	EACH	1	\$ 10,720.00	\$ 10,720.00
640	210-04020	MODIFY INLET	EACH	1	\$ 7,300.00	\$ 7,300.00
650	210-04050	ADJUST VALVE BOX	EACH	4	\$ 1,465.00	\$ 5,860.00
660	210-99999	REMODEL MANHOLE	EACH	1	\$ 2,813.01	\$ 2,813.01
670	211-03005	DEWATERING	LS	1	\$ 114,816.12	\$ 114,816.12
680	213-00005	MULCHING (DECORATIVE)	CF	415	\$ 6.08	\$ 2,523.20
690	214-00008	EXTENDED LANDSCAPE PRESERVATION	LS	1	\$ 22,164.95	\$ 22,164.95
700	214-00225	DECIDUOUS TREE (2.5 INCH CALIPER)	EACH	11	\$ 941.24	\$ 10,353.64
710	214-00350	DECIDUOUS SHRUB (5 GALLON CONTAINER)	EACH	31	\$ 49.07	\$ 1,521.17
720	214-00910	PERENNIALS (1 GALLON CONTAINER)	EACH	440	\$ 22.99	\$ 10,115.60
730	214-00950	PERENNIALS (5 GALLON CONTAINER)	EACH	87	\$ 59.33	\$ 5,161.71
740	217-00020	HERBICIDE TREATMENT	HOUR	40	\$ 269.07	\$ 10,762.80
750	250-00010	ENVIRONMENTAL HEALTH AND SAFETY MANAGEMENT	LS	1	\$ 4,500.00	\$ 4,500.00
760	250-00050	MONITORING TECHNICIAN	HOUR	100	\$ 95.00	\$ 9,500.00
770	250-00099	MONITORING TECHNICIAN (HAZWOPRO)	HR	80	\$ 99.00	\$ 7,920.00
780	250-00110	HEALTH AND SAFETY OFFICER	HOUR	300	\$ 108.00	\$ 32,400.00
790	250-00120	MATERIAL SAMPLING AND DELIVERY	EACH	25	\$ 65.00	\$ 1,625.00
800	250-00200	MATERIAL HANDLING (STOCKPILE)	CY	1,500	\$ 37.32	\$ 55,980.00
810	250-00210	SOLID WASTE DISPOSAL	CY	1,000	\$ 26.75	\$ 26,750.00
820	250-00220	HAZARDOUS WASTE DISPOSAL	CY	500	\$ 650.00	\$ 325,000.00
830	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	1,156	\$ 51.05	\$ 59,013.80
840	306-01000	RECONDITIONING	SY	3,424	\$ 8.27	\$ 28,316.48
850	403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	136	\$ 387.41	\$ 52,687.76
860	403-09221	STONE MATRIX ASPHALT (FIBERS)(ASPHALT)	TON	424	\$ 378.79	\$ 160,606.96
870	412-00600	CONCRETE PAVEMENT (6 INCH)	SY	499	\$ 100.91	\$ 50,354.09
880	412-00950	CONCRETE PAVEMENT (9-1/2 INCH)	SY	1,794	\$ 116.04	\$ 208,175.76
890	412-01050	CONCRETE PAVEMENT (10-1/2 INCH)	SY	1,271	\$ 131.18	\$ 166,729.78
900	412-01060	CONCRETE PAVEMENT (10-1/2 INCH) (FAST TRACK)	SY	15	\$ 504.54	\$ 7,568.10
910	420-00000	GEOMEMBRANE	SY	2,652	\$ 15.71	\$ 41,662.92
920	502-00460	PILE TIP	EACH	20	\$ 223.45	\$ 4,469.00
930	502-00500	COMPLETE JOINT PENETRATION (CJP) SPLICE	EACH	2	\$ 2,071.89	\$ 4,143.78
940	502-02010	DYNAMIC PILE TEST	EACH	4	\$ 3,095.94	\$ 12,383.76
950	502-11489	STEEL PILING (HP 14X89)	LF	860	\$ 154.97	\$ 133,274.20
960	503-00024	DRILLED SHAFT (24 INCH)	LF	32	\$ 754.12	\$ 24,131.84
970	503-00048	DRILLED SHAFT (48 INCH)	LF	204	\$ 1,118.49	\$ 228,171.96

Number	Bid Item Number	Description	UNIT	QUANTITY	Unit Cost	Extension
980	503-00310	CROSSHOLE SONIC LOGGING TESTING	EACH	3	\$ 2,250.00	\$ 6,750.00
990	504-04420	PRECAST PANEL FACING	SF	15,611	\$ 46.84	\$ 731,219.24
1000	507-00000	CONCRETE SLOPE AND DITCH PAVING	CY	29	\$ 998.99	\$ 28,970.71
1010	515-00120	WATERPROOFING (MEMBRANE)	SY	2,362	\$ 26.26	\$ 62,026.12
1020	518-01004	BRIDGE EXPANSION DEVICE (0-4 INCH)	LF	80	\$ 253.72	\$ 20,297.60
1030	518-01006	BRIDGE EXPANSION DEVICE (0-6 INCH)	LF	72	\$ 274.19	\$ 19,741.68
1040	601-03027	CONCRETE CLASS D (SPECIAL)	CY	28	\$ 3,889.38	\$ 108,902.64
1050	601-03040	CONCRETE CLASS D (BRIDGE)	CY	316	\$ 1,757.19	\$ 555,272.04
1055	601-03058	CONCRETE CLASS DF (BRIDGE)	CY	795	\$ 1,068.28	\$ 849,282.60
1060	601-03059	CONCRETE CLASS DF (WALL)	CY	292	\$ 942.20	\$ 275,122.40
<del>1065</del>	<del>601-04551</del>	<del>CONCRETE CLASS G (BRIDGE)</del>	<del>CY</del>	<del>0</del>	<del>\$ 1,113.46</del>	<del>\$ ————</del>
<del>1070</del>	<del>601-04552</del>	<del>CONCRETE CLASS G (WALL)</del>	<del>CY</del>	<del>0</del>	<del>\$ 985.74</del>	<del>\$ ————</del>
1080	601-25730	PRECAST CONCRETE DECK PANEL (3 INCH)	SY	1,355	\$ 161.88	\$ 219,347.40
1090	601-40300	STRUCTURAL CONCRETE COATING	SY	4,910	\$ 19.30	\$ 94,763.00
1100	602-00000	REINFORCING STEEL	LB	13,416	\$ 1.68	\$ 22,538.88
1110	602-00020	REINFORCING STEEL (EPOXY COATED)	LB	305,400	\$ 2.24	\$ 684,096.00
1120	603-01185	18 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	779	\$ 195.00	\$ 151,905.00
1130	603-39020	MANHOLE SPECIAL (20FT)	EA	3	\$ 20,202.02	\$ 60,606.06
1140	603-39025	MANHOLE SPECIAL (25FT)	EA	1	\$ 20,202.02	\$ 20,202.02
1150	603-39025	MANHOLE SPECIAL WITH LINNING (25FT)	EA	1	\$ 39,015.15	\$ 39,015.15
1160	603-50006	6 INCH PLASTIC PIPE	LF	280	\$ 103.55	\$ 28,994.00
1170	603-50008	8 INCH PLASTIC PIPE (SDR-35 PVC)	LF	46	\$ 656.57	\$ 30,202.22
1180	603-50018	18 INCH PLASTIC PIPE	LF	190	\$ 400.00	\$ 76,000.00
1190	603-99998	18" ASTM D3034 PVC W/LOCATOR WIRE	LF	63	\$ 325.00	\$ 20,475.00
1200	603-99999	18" ASTM 894 HDPE W/LOCATOR WIRE	LF	131	\$ 325.00	\$ 42,575.00
1210	603-50024	24 INCH PLASTIC PIPE (SDR-35 PVC)	LF	487	\$ 520.20	\$ 253,337.40
1220	604-00305	INLET TYPE C (5 FOOT)	EACH	1	\$ 7,500.00	\$ 7,500.00
1230	604-00310	INLET TYPE C (10 FOOT)	EACH	1	\$ 7,500.00	\$ 7,500.00
1240	604-16005	INLET TYPE 16 (5 FOOT)	EACH	2	\$ 8,500.00	\$ 17,000.00
1250	604-16010	INLET TYPE 16 (10 FOOT)	EACH	2	\$ 12,615.00	\$ 25,230.00
1260	604-20003	OUTLET STRUCTURE (SPECIAL)	EACH	7	\$ 7,500.00	\$ 52,500.00
1270	604-25000	VANE GRATE INLET SPECIAL	EACH	5	\$ 8,317.08	\$ 41,585.40
1280	604-25010	VANE GRATE INLET (10 FOOT)	EACH	1	\$ 11,007.35	\$ 11,007.35
1290	604-31005	MANHOLE BOX BASE (5 FOOT)	EACH	2	\$ 10,480.00	\$ 20,960.00
1300	604-31008	TYPE B MANHOLE (5 FOOT)	EACH	1	\$ 7,500.00	\$ 7,500.00
1310	604-31009	TYPE B MANHOLE (10 FOOT)	EACH	10	\$ 7,500.00	\$ 75,000.00
1320	605-00040	4 INCH PERFORATED PIPE UNDERDRAIN	LF	70	\$ 63.49	\$ 4,444.30
1330	606-00940	GUARDRAIL TYPE 9 (STYLE CE)	LF	111	\$ 411.12	\$ 45,634.32
1340	606-01403	TRANSITION TYPE BR9-GR9	EACH	3	\$ 3,817.19	\$ 11,451.57
<del>1350</del>	<del>606-10900</del>	<del>BRIDGE RAIL TYPE 9</del>	<del>LF</del>	<del>0</del>	<del>\$ 274.00</del>	<del>\$ ————</del>
1355	606-10901	BRIDGE RAIL TYPE 9 (DF Conc)	LF	2,040	\$ 268.67	\$ 548,086.80
1360	607-11525	FENCE (PLASTIC)	LF	4,500	\$ 2.11	\$ 9,495.00
1370	607-11580	FENCE (TEMPORARY)	LF	1,359	\$ 25.00	\$ 33,975.00
1380	607-53137	FENCE CHAIN LINK (SPECIAL) (36 INCH)	LF	2,072	\$ 56.80	\$ 117,689.60
1390	607-53244	FENCE CHAIN LINK (144 INCH)	LF	9	\$ 520.36	\$ 4,683.24
1400	607-60003	3 FOOT GATE WALK	EACH	1	\$ 964.47	\$ 964.47
1410	608-00006	CONCRETE SIDEWALK (6 INCH)	SY	675	\$ 89.98	\$ 60,736.50
1420	608-00010	CONCRETE CURB RAMP	SY	76	\$ 250.61	\$ 19,046.36
1430	609-00000	CURB (SPECIAL)	LF	64	\$ 100.91	\$ 6,458.24
1440	609-21020	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	1,480	\$ 40.73	\$ 60,280.40
1450	609-24003	GUTTER TYPE 2 (3 FOOT)	LF	171	\$ 55.00	\$ 9,405.00

Number	Bid Item Number	Description	UNIT	QUANTITY	Unit Cost	Extension
1460	610-00050	MEDIAN COVER MATERIAL (STONE)	SF	1550	\$ 9.21	\$ 14,275.50
1470	612-00266	LOCATION MARKER (ELECTRONIC)(BALL)	EACH	2	\$ 150.00	\$ 300.00
1480	613-00100	1 INCH ELECTRICAL CONDUIT	LF	151	\$ 75.00	\$ 11,325.00
1490	613-00200	2 INCH ELECTRICAL CONDUIT	LF	4,169	\$ 30.00	\$ 125,070.00
1500	613-00206	2 INCH ELECTRICAL CONDUIT (BORED)	LF	4,530	\$ 35.00	\$ 158,550.00
1510	613-00306	3 INCH ELECTRICAL CONDUIT (BORED)	LF	700	\$ 38.00	\$ 26,600.00
1520	613-01200	2 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	990	\$ 30.00	\$ 29,700.00
1530	613-01300	3 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	600	\$ 35.00	\$ 21,000.00
1540	613-07004	TYPE FOUR PULL BOX	EACH	5	\$ 2,700.00	\$ 13,500.00
1550	613-07010	PULL BOX (SURFACE MOUNTED)	EACH	1	\$ 2,575.00	\$ 2,575.00
1560	613-07011	PULL BOX (11"X18"X12")	EACH	7	\$ 1,450.00	\$ 10,150.00
1570	613-07023	PULL BOX (24"X36"X24")	EACH	2	\$ 2,700.00	\$ 5,400.00
1580	613-10000	WIRING	LS	1	\$ 45,000.00	\$ 45,000.00
1590	613-13014	LUMINAIRE (LED) (14,000 LUMENS)	EACH	3	\$ 1,100.00	\$ 3,300.00
1600	613-13050	LUMINAIRE (LED) (50,000 LUMENS)	EACH	4	\$ 3,100.00	\$ 12,400.00
1610	613-30005	LIGHT STANDARD AND LUMINAIRE (PEDESTRIAN)	EACH	2	\$ 7,600.00	\$ 15,200.00
1620	613-32350	LIGHT STANDARD STEEL (35 FOOT)	EACH	2	\$ 6,950.00	\$ 13,900.00
1630	613-35120	LIGHT STANDARD STEEL (120 FOOT)	EACH	1	\$ 82,000.00	\$ 82,000.00
1640	613-40010	LIGHT STANDARD FOUNDATION	EACH	5	\$ 2,900.00	\$ 14,500.00
1650	613-45000	HIGH MAST FOUNDATION	EACH	1	\$ 21,600.00	\$ 21,600.00
1660	613-50000	LOWERING DEVICE	EACH	1	\$ 13,500.00	\$ 13,500.00
1670	613-50100	LIGHTING CONTROL CENTER	EACH	1	\$ 13,900.00	\$ 13,900.00
1680	613-50106	LIGHTING CONTROL CENTER (SPECIAL)	EACH	1	\$ 16,200.00	\$ 16,200.00
1690	613-50150	SECONDARY SERVICE PEDESTAL	EACH	2	\$ 9,800.00	\$ 19,600.00
1700	613-13006	LUMINAIRE (LED) (6,000 LUMENS)	EACH	2	\$ 3,500.00	\$ 7,000.00
1710	614-00011	SIGN PANEL (CLASS I)	SF	92	\$ 24.44	\$ 2,248.48
1720	614-00012	SIGN PANEL (CLASS II)	SF	23	\$ 27.49	\$ 632.27
1730	614-00216	STEEL SIGNPOST (2X2 INCH TUBING)	LF	131	\$ 25.46	\$ 3,335.26
1740	614-01585	STEEL SIGN SUPPORT (2-1/2 INCH ROUND SCH 80) (POST)	LF	11	\$ 35.64	\$ 392.04
1750	614-01588	STEEL SIGN SUPPORT (2-1/2 INCH ROUND SCH 80)(SLIPBASE)	EACH	1	\$ 203.67	\$ 203.67
1760	614-10400	SIGN BRIDGE (SPECIAL)	EACH	2	\$ 55,519.69	\$ 111,039.38
1770	614-87350	TEST FIBER OPTIC CABLE	LS	1	\$ 18,000.00	\$ 18,000.00
1780	614-87401	FIBER OPTIC CABLE (SPECIAL)	LF	2,100	\$ 12.00	\$ 25,200.00
1790	614-87424	FIBER OPTIC CABLE (SINGLE MODE) (24 STRANDS)	LF	3,550	\$ 9.00	\$ 31,950.00
1800	614-87496	FIBER OPTIC CABLE (SINGLE MODE) (96 STRANDS)	LF	3,100	\$ 13.00	\$ 40,300.00
1810	614-87501	SPLICE FIBER OPTIC CABLE (1 STRAND)	EACH	4	\$ 750.00	\$ 3,000.00
1820	614-87548	SPLICE FIBER OPTIC CABLE (48 STRAND)	EACH	2	\$ 5,100.00	\$ 10,200.00
1830	614-87596	SPLICE FIBER OPTIC CABLE (96 STRAND)	EACH	1	\$ 7,500.00	\$ 7,500.00
1840	614-87601	TERMINATE FIBER OPTIC CABLE (1 STRAND)	EACH	96	\$ 600.00	\$ 57,600.00
1850	614-87624	TERMINATE FIBER OPTIC CABLE (24 STRAND)	EACH	2	\$ 3,000.00	\$ 6,000.00
1860	614-87648	TERMINATE FIBER OPTIC CABLE (48 STRAND)	EACH	1	\$ 5,100.00	\$ 5,100.00
1870	617-99999	TEMPORARY DRAINAGE	LS	1	\$ 20,211.14	\$ 20,211.14
1880	618-10060	PRECAST CONCRETE U GIRDER (U60)(PRE-TENSIONED)	LF	1,329	\$ 795.74	\$ 1,057,538.46
1890	618-01992	PRESTRESSED CONCRETE BOX (DEPTH LESS THAN 32 INCHES)	SF	1,704	\$ 89.35	\$ 152,252.40
1900	619-06060	6 INCH DUCTILE IRON PIPE	LF	41	\$ 165.00	\$ 6,765.00
1910	619-40160	2 INCH COPPER PIPE	LF	34	\$ 150.00	\$ 5,100.00
1920	619-50159	2 INCH PLASTIC PIPE (PVC)	LF	62	\$ 75.00	\$ 4,650.00
1930	619-50160	2 INCH PLASTIC PIPE (HDPE)	LF	322	\$ 25.00	\$ 8,050.00
1940	619-75048	6 INCH GATE VALVE	EACH	1	\$ 5,120.00	\$ 5,120.00

Number	Bid Item Number	Description	UNIT	QUANTITY	Unit Cost	Extension
1950	620-00020	SANITARY FACILITY	EACH	1	\$ 2,400.00	\$ 2,400.00
1960	621-00450	DETOUR PAVEMENT	SY	2,207	\$ 125.78	\$ 277,596.46
1970	622-00540	WHEEL STOP	EACH	15	\$ 330.92	\$ 4,963.80
1980	623-00162	DRIP EMITTER TUBING	LF	1,200	\$ 4.38	\$ 5,256.00
1990	623-00212	12 INCH POP-UP SPRAY SPRINKLER	EACH	1	\$ 55.77	\$ 55.77
2000	623-00600	1-1/2 INCH PLASTIC PIPE	LF	390	\$ 9.23	\$ 3,599.70
2010	623-00601	1 INCH PLASTIC PIPE	LF	600	\$ 7.78	\$ 4,668.00
2020	623-00602	2 INCH PLASTIC PIPE (IRRIGATION/SLEEVE)	LF	315	\$ 30.93	\$ 9,742.95
2030	623-00604	4 INCH PLASTIC PIPE (IRRIGATION/SLEEVE)	LF	150	\$ 38.14	\$ 5,721.00
2040	623-00604	4" PLASTIC PIPE (PVC)	LF	102	\$ 45.00	\$ 4,590.00
2050	623-02006	3/4 INCH DRAIN VALVE	EACH	2	\$ 297.94	\$ 595.88
2060	623-03004	3/4 IN DRIP ZONE CONTROL VALVE	EACH	2	\$ 873.20	\$ 1,746.40
2070	623-04000	CONTROL WIRE 24 VOLT	LF	390	\$ 1.34	\$ 522.60
2080	623-04008	1 INCH QUICK-COUPLER VALVE	EACH	2	\$ 402.06	\$ 804.12
2090	623-04510	3/4 INCH BALL VALVE	EACH	1	\$ 218.56	\$ 218.56
2100	623-05012	1-1/2 INCH GATE VALVE	EACH	1	\$ 345.36	\$ 345.36
2110	623-06900	VALVE BOX	EACH	5	\$ 93.30	\$ 466.50
2120	623-99994	4" PLASTIC CAP (PVC)	EA	2	\$ 75.00	\$ 150.00
2130	623-99995	6" DUCTILE IRON CAP	EA	1	\$ 1,090.00	\$ 1,090.00
2140	623-99997	12" X 12" X 6" TAPPING TEE	EA	1	\$ 5,400.00	\$ 5,400.00
2150	625-00000	CONSTRUCTION SURVEYING	LS	1	\$ 137,875.00	\$ 137,875.00
2160	625-00001	CONSTRUCTION SURVEYING (HOURLY)	HOURLY	100	\$ 270.00	\$ 27,000.00
2170	625-00015	SETTLEMENT INSTRUMENTATION	LS	1	\$ 20,000.00	\$ 20,000.00
2180	626-00000	MOBILIZATION	LS	1	\$ 2,227,775.66	\$ 2,227,775.66
2190	626-01112	PUBLIC INFORMATION MANAGEMENT (TIER II)	DAY	365	\$ 285.47	\$ 104,196.55
2200	627-00013	PAVEMENT MARKING PAINT (HIGH BUILD)	GAL	131	\$ 151.90	\$ 19,898.90
2210	627-30410	PREFORMED THERMOPLASTIC PAVEMENT MARKING (XWALK-STOP LINE)	SF	98	\$ 30.38	\$ 2,977.24
2220	628-99999	CONSTRUCTION AS-BUILTS	LS	1	\$ 8,600.00	\$ 8,600.00
2230	629-01001	SURVEY MONUMENT (TYPE 1)	EACH	1	\$ 2,700.00	\$ 2,700.00
2240	629-01050	MONUMENT BOX	EACH	2	\$ 0.01	\$ 0.02
2250	629-01210	ADJUST MONUMENT BOX	EACH	1	\$ 0.01	\$ 0.01
2260	630-00000	FLAGGING	HOURLY	800	\$ 61.86	\$ 49,488.00
2270	630-00003	UNIFORMED TRAFFIC CONTROL	HOURLY	150	\$ 180.41	\$ 27,061.50
2280	630-00004	TRAFFIC CONTROL VEHICLE	EACH	5	\$ 5,154.64	\$ 25,773.20
2290	630-00006	UNIFORMED TRAFFIC CONTROL (VEHICLE)	HOURLY	150	\$ 51.55	\$ 7,732.50
2300	630-00007	TRAFFIC CONTROL INSPECTION	DAY	208	\$ 360.82	\$ 75,050.56
2310	630-00015	UNIFORMED TRAFFIC CONTROL COORDINATION	HOURLY	150	\$ 51.55	\$ 7,732.50
2320	630-00012	TRAFFIC CONTROL MANAGEMENT	DAY	520	\$ 927.84	\$ 482,476.80
2330	630-80331	BARRICADE (TYPE 3 F-A) (TEMPORARY)	EACH	12	\$ 206.19	\$ 2,474.28
2340	630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	EACH	127	\$ 77.32	\$ 9,819.64
2350	630-80342	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	EACH	29	\$ 180.41	\$ 5,231.89
2360	630-80344	CONSTRUCTION TRAFFIC SIGN (SPECIAL)	SF	120	\$ 50.00	\$ 6,000.00
2370	630-80355	PORTABLE MESSAGE SIGN PANEL	EACH	7	\$ 20,618.56	\$ 144,329.92
2380	630-80356	ADVANCE WARNING FLASHING OR SEQUENCING ARROW PANEL (A TYPE)	EACH	6	\$ 7,731.96	\$ 46,391.76
2390	630-80360	DRUM CHANNELIZING DEVICE	EACH	783	\$ 77.32	\$ 60,541.56
2400	630-80367	PORTABLE TRAFFIC SPEED MONITOR	EACH	2	\$ 8,247.43	\$ 16,494.86
2410	630-80370	BARRIER (TEMPORARY)	LF	3,595	\$ 35.69	\$ 128,305.55
2420	630-80380	TRAFFIC CONE	EACH	400	\$ 5.15	\$ 2,060.00
2430	630-85010	IMPACT ATTENUATOR (TEMPORARY)	EACH	7	\$ 9,622.68	\$ 67,358.76
2440	630-85041	MOBILE ATTENUATOR	DAY	25	\$ 773.20	\$ 19,330.00

Number	Bid Item Number	Description	UNIT	QUANTITY	Unit Cost	Extension
2450	630-86801	TRAFFIC SIGNAL (TEMPORARY)	LS	1	\$ 180,000.00	\$ 180,000.00
2460	632-00000	NIGHT WORK LIGHTING	LS	1	\$ 82,781.09	\$ 82,781.09

Subtotal	\$ 15,885,989.72
Construction Management Price Percentage fee (10%)	\$ 1,588,598.97
PKG 1 Total	\$ 17,474,588.69

FORCE ACCOUNT						
	700-70010	F/A MINOR CONTRACT REVISIONS	F A	1		\$ 250,000.00
	700-70016	F/A FUEL COST ADJUSTMENT	F A	1		\$ 25,000.00
	700-70019	F/A ASPHALT CEMENT COST ADJUSTMENT	F A	1		\$ 2,225.00
	700-70023	F/A ON-THE-JOB TRAINEE	F A	1		\$ 19,200.00
	700-70025	F/A QUALITY INCENTIVE PAYMENT	F A	1		\$ 15,000.00
	700-70034	F/A OBTAIN PERMIT	F A	1		\$ 8,000.00
	700-70035	F/A UNIFORMED TRAFFIC CONTROL (OFFICER TIME)	F A	1		\$ 10,000.00
	700-70038	F/A TEMPORARY PARKING LOT B	F A	1		\$ 200,000.00
	700-70082	F/A FURNISH & INSTALL ELECTRICAL SERVICE	F A	1		\$ 30,000.00
	700-70210	F/A LIGHTS (TEMPORARY LIGHTING)	F A	1		\$ 45,000.00
	700-70310	F/A LANDSCAPING RESTORATION	F A	1		\$ 8,000.00
	700-70380	F/A EROSION CONTROL	F A	1		\$ 8,000.00
	700-70589	F/A ENVIRONMENTAL HEALTH & SAFETY MANAGEMENT	F A	1		\$ 12,000.00
	700-71001	CMGC SHARED RISK CONTINGENCY POOL	F A	1		\$ 42,528.00
	700-71009	CCD RISK POOL	F A	1		\$ 72,650.00
	700-99991	F/A NOISE VARIANCE	FA	1		\$ 10,000.00

Force Account Totals	\$ 757,603.00
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	900-00000	Textura Fee				\$ 20,345.00
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Grand Total	\$ 18,252,536.69
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Kraemer North America

LEVEL 2 - RISK REGISTER												
Project Name: I-25 & Broadway Interchange Reconstruction Seg 3, Ph 2, Package 1 Broadway Station & I-25 Safety & Access Improvements - Phase 2												
Project Number: CCD Project No PWT2016-003, 2010 Projmstr 0000165, CDOT Project Code STU M320-127 (23373)												
Risk Identification	Risk Assessment							Allocation			Monitor & Control	
Identified Risk	Potential Cost Impact	Potential Schedule Impact	Risk Level	Prob.	Schedule Impact (days)	Cost Impact	Factored Cost	Risk Owner	Denver Risk Pool	Shared Risk Pool	Interval or Milestone Check	Status and Review Comments
Unsuitable Materials - if unsuitable materials can't be replaced with ABC/Class 6, need to potentially use Geofabric or alternate type materials	Cost of new materials in addition to the Unsuitable Materials unit cost	Increased time to order/install alternate materials	Low	20%	5	\$5,000	\$1,000	Denver	\$5,000		Check areas of subgrade at time of work	
Sanitary Sewer may need dewatering - No borings taken in vicinity for water levels.	Cost of dewatering system including disposal of water	Increased time and inefficiency related to dewaterings during the sanitary sewer work	medium	50%	15	\$75,000	\$37,500	Denver	\$37,500		Drill borings in the vicinity of sanitary sewer to determine water levels	
Fire Hydrants (FH) - existing hydrants to be reset may not meet current codes/conditions	Cost of purchasing new FH's.	Procurement time for new hydrants	Low	20%	40	\$7,150	\$1,430	Denver	\$7,150		May be able to mitigate delays by early investigation and delayed installation	Consider moving work to Package 2 for install if removed FH's aren't able to be re-used.
Traffic Control - Flagging, UTC, UTC Vehicle, UTC Coordination, Mobile Attenuator	increase	Minimal	High	80%	4	\$42,528	\$34,022	Shared		\$42,528		50/ 50 shared risk
								Total	\$72,650	\$42,528		



	Bid Item Number	Description	UNIT	PLAN QUANTITY	Unit Cost	Extension	
Potholing	203-01597	POTHOLING	HOUR	40	\$263.13	\$10,525.20	20% of bid quantity Allowed to overrun
piling over run	502-11489	STEEL PILING (HP 14X89)	LF	100	\$154.97	\$15,497.00	Average 5' per 20 pile Allowed to overrun
	503-00048	DRILLED SHAFT (48 INCH)	LF	30	\$ 1,118.49	\$33,554.70	Average 5' per 6 caiss Allowed to overrun
Traffic Control	630-00000	FLAGGING	HOUR	400	\$ 61.86	\$24,744.00	Shared risk 50/50
	630-00003	UNIFORMED TRAFFIC CONTROL	HOUR	30	\$ 180.41	\$5,412.30	
	630-00006	UNIFORMED TRAFFIC CONTROL (VEHICLE)	HOUR	30	\$ 51.55	\$1,546.50	
	630-00015	UNIFORMED TRAFFIC CONTROL COORDINAT	HOUR	30	\$ 51.55	\$1,546.50	
	630-85041	MOBILE ATTENUATOR	DAY	12	\$ 773.20	\$9,278.40	
						\$42,527.70	

**EXHIBIT N**

**Price Percentage Proposal**



# Appendix B Price Percentage Proposal Form



Request for Qualifications for Construction Manager/General Contractor Services

# Broadway Station at I-25 Multimodal & Safety Improvements Project Phase 2

PROJECT CONTROL NO. PWT2020-020  
eBID NO. 753933  
May 21, 2021



## Appendix B CM/GC Management Price Percentage Proposal Form

Costs included in CM/GC Management Price Percentage		Percentage
<b>Item</b>	<b>Other indirect and non-reimbursable costs to be included in the CM/GC price percentage are listed below</b>	
B.1	Project Principal – all costs	Inc'l
B.2	Project Manager relocation, housing, and subsistence costs.	Inc'l
B.3	Construction Manager/Superintendent relocation, housing, and subsistence costs.	Inc'l
B.4	Additional CM/GC staff relocation, housing, and subsistence cost.	Inc'l
B.5	Home, branch and regional office administrative support staff and all related costs	6.00%
B.6	Home, branch and regional office safety support staff and all related costs	Inc'l above
B.7	Home, branch and regional office quality control support staff and all related costs	Inc'l above
B.8	Profit	4.00%
	<b>Total CM/GC Price Percentage</b>	<b>10.00 %</b>

### NOTES :

**B.1 – Project Principal – all costs** – these are included in the overall Home, Branch, and regional overhead – further breakout, if required, can be provided upon request.

**B.2 – Project Manager relocation, housing, and subsistence costs** – Since Mike Fay lives locally, and is currently working on site at Broadway Station, no additional costs are anticipated.

**B.3 – Construction Manager relocation, housing, and subsistence costs** – Since Jeff Spencer (Sup't) and Sara Aupperle, PE (Deputy PM) live locally, and since Jeff is currently working on site at Broadway Station, no additional costs are anticipated.

**B.4 – Additional CM/GC staff relocation, housing, and subsistence costs** – Since our entire staff lives locally, no additional costs are anticipated.

**B.5 through B.7 – Home, branch, and regional G&A** – We have provided our overall G&A for home, branch, and regional overhead costs, including administrative, safety support staff, and quality control support staff (and all related costs). If needed, a further breakdown by these categories can be provided upon request.

**B.8 – Profit.** We have included our breakdown for profit included in our proposed CM/GC Price Percentage.

**EXHIBIT O**

**Certificate of Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/1/2024      12/15/2022

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

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

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B: Westchester Fire Insurance Company</td> <td>10030</td> </tr> <tr> <td>INSURER C: Berkley Assurance Company</td> <td>39462</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Company	16535	INSURER B: Westchester Fire Insurance Company	10030	INSURER C: Berkley Assurance Company	39462	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Zurich American Insurance Company	16535														
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INSURER C: Berkley Assurance Company	39462														
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b> 1480621 KRAEMER NORTH AMERICA, LLC EDWARD KRAEMER & SONS, INC. ONE PLAINVIEW ROAD PLAIN WI 53577															

**COVERAGES      CERTIFICATE NUMBER: 19157062      REVISION NUMBER: XXXXXXXX**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO9806120-11	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BAP9806122-11	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	N	N	G21986380018	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC9806121-11 (AOS) WC9806124-11 (WI)	1/1/2023 1/1/2023	1/1/2024 1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
A	MASTER BUILDERS RISK	N	N	MBR4553236-20	1/1/2023	1/1/2024	\$100,000,000 PER PROJECT; FLOOD & EQ INCL.
C	CONTRACTOR POLLUTION			PCADB-5021043-0123	1/1/2023	1/1/2024	\$5,000,000 PER CLAIM / AGGREGATE

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 KRAMER JOB #062301 BROADWAY STATION AT I-25 MULTIMODEL & SAFETY IMPROVEMENTS PROJECT PHASE 2, CONTRACT CONTROL #PWT2020-020, CONTRACT #202366871. \*\*\*SEE ATTACHMENT\*\*\*

<b>CERTIFICATE HOLDER</b>  19157062 CITY AND COUNTY OF DENVER 201 W. COLFAX AVE, DEPT 614 DENVER CO 80202	<b>CANCELLATION</b>  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 
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CONTINUATION DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS (Use only if more space is required)

CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS, CDOT, RTD, AND METRO WATER RECOVERY ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY ON A PRIMARY AND NON-CONTRIBUTORY BASIS AS REQUIRED BY WRITTEN CONTRACT. WITH RESPECTS TO BUILDERS RISK, THE OWNER, CONTRACTOR AND ALL SUBCONTRACTORS ARE INSURED ATIMA. WAIVER OF SUBROGATION APPLIES IN FAVOR OF THE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY, AND WORKERS COMPENSATION AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER.

**EXHIBIT P**  
**Right of Entry**



## EXHIBIT P

### **CONTRACTOR'S RIGHT OF ENTRY AGREEMENT (I-25 and Broadway Wedge Ramp Project)**

This CONTRACTOR'S RIGHT OF ENTRY AGREEMENT ("**Agreement**") is made by and between the REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado, whose address is 1660 Blake St., Denver, Colorado 80202 ("**RTD**"), and [\_\_\_\_\_] whose address is [\_\_\_\_\_] ("**Contractor**").

#### RECITALS

- A. The City and County of Denver ("**City**") and the Colorado Department of Transportation are constructing a new on-ramp for I-25 South which is part of a larger City project called the South Broadway Station Multimodal & Safety Improvement Project (the "**Project**").
- B. RTD either owns fee title or an easement interest to real property located within the Project area (the "**RTD Property**") and owns and operates rail and bus services commonly referred to as the RTD 1-25 & Broadway Station located in the vicinity of the Project.
- C. Pursuant to an Intergovernmental Agreement (South Broadway Station Multimodal & Safety Improvement Project) between the City and RTD dated [\_\_\_\_\_] ("**IGA**"), RTD has agreed to provide a temporary construction license to the City for the purpose of constructing the Project. Capitalized terms used but not defined herein shall have the meanings set forth in the IGA.
- D. RTD and the City are parties to a Temporary Construction License dated \_\_\_\_\_ ("**License**"), whereby RTD granted a non-exclusive license and permission to the City to enter upon and have ingress to and egress from the License Area (defined below), pursuant to the terms of the License, for the purpose(s) of constructing the Project. The License is incorporated into this Agreement by reference.
- E. The City has contracted with Contractor and requested RTD to permit Contractor to perform the work related to the Project pursuant to the License.

In consideration of the permission of RTD for Contractor to enter upon the RTD Property pursuant to the License, the parties agree as follows:

## ARTICLE 1. RIGHT OF ENTRY

- A. Subject to all the terms and conditions of this Agreement, RTD grants to Contractor the non-exclusive, revocable right to enter upon and have ingress to and egress from the RTD Property solely for the purpose of constructing the Project within the area shown on the attached **Exhibit 1** (collectively, the "**License Area**")
- B. RTD shall retain all rights in and usage of the License Area. This Agreement is subject to existing interests, easements, leases, licenses, and permits (if any) previously granted, reserved, or held by RTD, its predecessors in interest, or any other person or entity affecting any of the License Area or RTD Property, whether of record or not. Contractor's use of the License Area shall not interfere with RTD's use and/or maintenance of RTD facilities and the RTD Property, nor with the needs and requirements of RTD's tenants, easement beneficiaries, licensees, or lien holders, nor with the use of their improvements on the RTD Property.
- C. Contractor shall require its agents, employees, and subcontractors (collectively, "**Contractor's Agents**") performing work pursuant to this Agreement to comply with each of the terms and conditions of this Agreement and to acknowledge all rights reserved to RTD pursuant to this Agreement.
- D. In the event of Contractor's violation of any of the terms of this Agreement, RTD may terminate this Agreement in part or in full, effective immediately upon Contractor's receipt of RTD's written termination notice.
- E. All recitals and attached exhibits are deemed incorporated into this Agreement. Exhibits may not be modified without prior approval by RTD; any approved modifications to exhibits shall be incorporated in this Agreement by an amendment to the Agreement signed by both parties.

## ARTICLE 2. TERM

This Agreement shall become effective upon the last date of execution by both parties ("**Effective Date**") and shall be coterminous with the Term of the IGA.

## ARTICLE 3. WORK AND COORDINATION WITH RTD

- A. Contractor shall perform the work in accordance with **Exhibit 2** with due care, at Contractor's expense, and in full compliance with federal, state, and local laws and applicable industry and RTD standards.
- B. Contractor shall coordinate all work with the RTD-PM pursuant to the terms of the IGA.

#### ARTICLE 4. ACCESS

- A. During any work under this Agreement, Contractor agrees to maintain the License Area in a clean, neat, and sanitary condition, and to properly and promptly dispose of all litter and debris. Following completion of the work, Contractor shall promptly remove all tools, equipment, and materials and restore the License Area, including re-vegetation, to substantially the same state and condition as when entered upon. If Contractor does not complete the restoration work within a reasonable time, RTD may complete the restoration work at Contractor's sole expense; Contractor shall reimburse RTD within 30 calendar days of Contractor's receipt of a written invoice and supporting documentation. Contractor's obligation to restore the License Area or to reimburse RTD for such restoration shall survive any termination of this Agreement.
- B. Contractor shall obtain a Buildings and Grounds Access Permit ("**BGAP**") from RTD Facilities Maintenance by submitting the permit form, which can be found at <https://www.rtd-denver.com/business-center/construction-engineering/right-of-way-agreements-and-permits>, to [bgapermits@rtd-denver.com](mailto:bgapermits@rtd-denver.com) whenever Contractor, Contractor's Agents, or their equipment will be present on the License Area. Contractor must initiate its request for a BGAP five business days before the work is scheduled to begin. Any conditions set forth in a BGAP shall be deemed to be incorporated in this Agreement by this reference.
- C. Contractor shall, and shall require Contractor's Agents to, obtain an approved right-of-way access permit from RTD Rail Operations at <http://www.rtd-denver.com/UtilityConstruction.shtml> ("**Access Permit**") whenever Contractor or its equipment will be present inside a restricted, fenced area or within 25 feet of either the nearest rail of the RTD rail tracks or the overhead contact system ("**OCS**").
1. Contractor must initiate a request for an Access Permit no fewer than 21 calendar days prior to the date of the proposed access.
  2. Contractor's Agents shall be required to attend an Access Permit coordination meeting at a time and date to be established by RTD.
  3. Contractor's Agents seeking access under the Access Permit shall complete applicable safety training, which RTD shall provide at Contractor's cost, or provide proof of current training, prior to the RTD coordination meeting.
  4. RTD may refuse to grant an Access Permit on either safety or operational grounds in a good faith reasonable manner or may grant an Access Permit

subject to special condition(s). Any conditions set forth in an Access Permit shall be deemed to be incorporated in this Agreement by this reference.

5. If an Access Permit is granted, RTD shall provide any flagger necessary to protect RTD rail service, patrons and employees at Contractor's cost to protect and expedite train movement whenever the Access Permit requires it.
- D. Whenever an Access Permit is active, Contractor shall ensure that Contractor's Agents meet the following requirements:
1. Bring a copy of the signed Access Permit on the License Area.
  2. Keep proof of RTD safety training completion readily available while working on the License Area.
  3. Have RTD-safety trained and qualified look-outs on the License Area for the work.
  4. Wear orange MUTCD 2009 Class II compliant high-visibility safety vests at all times while working on the License Area.
  5. Notify RTD dispatch control at 303.299.3480 prior to entering, and when clear of, the License Area.
  6. Keep all active tracks completely usable at all hours, unless Contractor has received prior written consent from RTD, and clear rail flangeways and work areas of debris prior to leaving the License Area.
- E. Contractor shall notify RTD Rail Operations immediately if Contractor becomes aware that an individual or an item of equipment has been placed in such proximity to an RTD track that the individual or equipment could be struck by a moving train or on-track equipment or in any case is within four feet of the field side of the near running rail.
- F. The OCS is live and hot at all times. Pursuant to RTD's sole discretion, RTD may de-energize the OCS at Contractor's cost upon a showing by Contractor that de-energization is necessary to accomplish Contractor's work. Contractor shall remit the de-energization fee to RTD prior to de-energization. Contractor understands and acknowledges that the mainline OCS cannot be de-energized during revenue service hours and any such de-energization requires two weeks' advance written notice to RTD, except in the case of an emergency.
- G. **In case of emergency** caused by failure of the Facilities or in connection with Contractor's work within the License Area, Contractor shall immediately notify RTD of the emergency at 303.299.3480 or such other number provided by RTD

and advise of Contractor's proposed actions to immediately address the emergency. If reasonably practicable, Contractor shall avoid remedial operations that would delay or obstruct RTD rail operations. If Contractor cannot avoid such remedial operations, Contractor shall avoid any delay or obstruction to RTD rail operations during RTD peak hours of 6-9 a.m. and 3:00-6:30 p.m. of any weekday, if reasonably practicable. Otherwise, Contractor shall expeditiously take such actions as will safely address the emergency and permit RTD's resumption of safe and timely rail service. Contractor shall be responsible for any costs incurred by RTD in connection with any failure of the Facilities or Contractor's actions in relation to such failure or emergency, in accordance with the reimbursement requirements of this Agreement.

- H. The RTD-PM or designee reserves the right to have its personnel present during any work under this Agreement.
- I. Contractor shall be responsible for safety related to all aspects of its work under this Agreement. Contractor shall maintain compliance with all health, fire, and other relevant safety regulations, work practices, and procedures prescribed by law and by RTD and shall ensure that Contractor's Agents are notified of, understand, and abide by them at all times. Contractor shall provide all required personal protective equipment and other equipment required for the safe performance of the work.
- J. Contractor shall promptly report all accidents, safety incidents, injuries, and environmental incidents concerning the RTD Property or RTD facilities to government authorities as required by law and to RTD.
- K. At any reasonable time, RTD may inspect a work site and appropriate records regarding Contractor's safety procedures and statistics to ascertain compliance with the safety requirements of this Agreement. Neither the existence nor exercise of such right by RTD shall relieve Contractor of its responsibility for compliance with, and for monitoring compliance by Contractor and its subcontractors with, the safety requirements of this Agreement.
- L. Contractor shall stop work when an imminent hazard to persons, the RTD Property, or RTD facilities is identified and shall immediately notify RTD that work has stopped, providing the reasons for stopping the work and an estimate of when the work will resume. Contractor shall take all appropriate measures to abate the imminent hazard.
- M. Contractor shall ensure that Contractor's Agents understand their right to stop work at any time they feel there is an unsafe condition or unsafe behavior in place that could harm them, others, property, or the environment. The work

shall not resume until all appropriate measures to abate the hazards have been implemented.

- N. Notwithstanding any other provision of this Agreement, RTD has the right to immediately suspend the performance of the work under this Agreement if RTD, in its sole judgment, determines that any of Contractor's Agents is failing to comply with RTD safety requirements or applicable safety laws and regulations while performing the work, or if the safety of RTD employees or patrons is at risk or RTD operations are at risk. The suspension will continue until RTD notifies the City and Contractor that the suspension is lifted. Contractor acknowledges that RTD has no obligation to lift the suspension until RTD is satisfied that Contractor will comply with applicable requirements. RTD and the City shall not be liable for any delays in the completion of the work that result from an RTD suspension under this paragraph.

#### ARTICLE 5. DIGGING AND BORING

If any digging or boring is permitted on the License Area, Contractor shall first determine if a telecommunications system or other utility is buried anywhere on or about the License Area in the location where Contractor will perform such digging or boring. If there is such a telecommunications facility or other utility, Contractor will determine the owner of such telecommunications system or other utility and take such actions in cooperation with the owner(s) as are necessary so as not to damage such system or utility.

#### ARTICLE 6. NOTICES

Unless otherwise prescribed in this Agreement, any notices required to be given shall be provided in writing and mailed by U.S. mail, first class postage prepaid, or by electronic mail and addressed as follows:

If to RTD: Regional Transportation District  
Attn: Senior Manager, Real Property  
1560 Broadway, Suite 650  
Denver, Colorado 80202  
303.299.2440  
susan.altes@rtd-denver.com

With a copy to: General Counsel  
1660 Blake Street  
Denver, CO 80202

If to Contractor: [Insert Contractor information]

If to City: Executive Director of Department of  
Transportation and Infrastructure  
201 W. Colfax, Dept 608  
Denver, CO 80202

Denver City Attorney's Office  
201 W. Colfax, Dept 1207  
Denver, CO 80202

Any such notice shall be deemed to have been provided three days after such notice or communication is mailed. Each party will provide notice of any changes to its address, email address, or contact person.

#### ARTICLE 7. LIABILITY

- A. Contractor shall be responsible for any damage, including but not limited to Environmental Damages (defined below), to any property, including the License Area, the RTD Property or other RTD property, Contractor's property, adjacent property, utilities, adjacent structures, and other third party real and personal property on or under the RTD Property that is caused by Contractor or Contractor's Agents. Contractor shall either promptly repair such damage or pay damages to the reasonable satisfaction of the owner of the damaged property, in either case at no cost to RTD. RTD and Contractor shall notify one another of any such damage and any potential claims arising out of such damage.
- B. Contractor shall, and shall require Contractor's Agents to, indemnify, defend, and hold harmless RTD and its officers, directors, employees, agents, and contractors against and from all claims (including without limitation actions, demands, expenses, costs, attorneys' fees, court costs, and judgments) arising out of or caused by the use of the License Area and RTD Property under this Agreement, including but not limited to Environmental Damages (defined below). In the event of any claims made or suits filed, each party shall give the other prompt written notice, and RTD shall have the option to defend or reasonably settle the same as to claims or suits made against it, without effect as to Contractor's obligations under this Agreement.
- C. Nothing in this Agreement shall be deemed to waive any of RTD's privileges or immunities pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
- D. The provisions of this Article shall survive the termination, in whole or in part, of this Agreement.

## ARTICLE 8. NO WARRANTY

- A. RTD does not grant nor purport to grant any right not specifically set forth in this Agreement. Permission for Contractor or Contractor's Agents to traverse the property of any other property owners or interest-holders other than RTD is the sole responsibility of Contractor, as is the procurement of any applicable regulatory permission or consent.
- B. The right to use the License Area and RTD Property is granted subject to their "AS IS" physical condition without any warranty, express or implied.
- C. Contractor specifically assumes all risk of loss, damage, or destruction to any tools, equipment, or materials, if any, that Contractor or Contractor's Agents store on the License Area or the RTD Property, whether the loss, damage, or destruction results from accident, act of God, the elements, severe weather, theft, or vandalism.

## ARTICLE 9. INSURANCE

- A. Contractor shall, throughout the Term of this Agreement, procure and maintain, and shall require that Contractor's Agents, with the exception of individual Contractor employees, procure and maintain, the following types of insurance, at a minimum, with an insurer or insurers and in a form satisfactory to RTD. All insurance policies shall name RTD as an additional insured, with the exception of Workers' Compensation and Employers' Liability Insurance and Railroad Protective Liability Insurance.
  - 1. Commercial General Liability Insurance with contractual liability endorsement, which shall provide coverage for limits of not less than \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000, and shall also include, but not be limited to, coverage for bodily injury, property damage, and products and completed operations. Following the completion of construction, this insurance will be maintained (renewed annually) for a time period no less than through the period of the applicable Colorado statute(s) of limitation and, if applicable, the Colorado statute of repose.
  - 2. Umbrella/Excess Liability Insurance. An umbrella/excess liability policy may be procured to meet the requirements of the Commercial General Liability Insurance limits.
  - 3. Automobile Liability Insurance with a combined single limit of at least \$1,000,000 per occurrence, and including coverage for, but not limited to, bodily injury liability and property damage liability for any vehicles owned, used, or hired.



4. Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor, wherever they may be in the United States of America so long as they are engaged in the work covered by this Agreement. The policy or policies shall cover the entire liability of Contractor as determined by the workers' compensation laws of the state or states under which such liability arises, and shall contain, so far as it is lawful to obtain, a waiver of insurer's right of subrogation against RTD for payments made to or on behalf of employees of Contractor. Employers' Liability Insurance shall provide coverage for limits of not less than \$500,000. This insurance, when procured by Contractor's Agents, shall also cover Contractor's Agents' employees.
  5. Railroad Protective Liability Insurance naming only RTD as the insured, with coverage of at least \$10,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective when the Contractor or Contractor's Agents are performing work on the Access Area within the area depicted in Exhibit 3. The policy shall be issued on a standard ISO form CG 00 35 04 13 and shall be endorsed to include the following: (i) the Pollution Exclusion Amendment, (ii) the Limited Seepage and Pollution Endorsement, (iii) Evacuation Expense Coverage Endorsement. In addition, (a) no other endorsements restricting coverage may be added, (b) the original policy must be provided to RTD prior to performing any work under this Agreement, and (c) the definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."
  6. Contractors' Pollution Liability Insurance including contractual liability and providing third-party coverage for bodily injury, property damage, defense, and cleanup as a result of pollution conditions (sudden/accidental and gradual) arising from contracting operations performed. The amount of such coverage shall be no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. Prior to entry upon, above, or adjacent to the RTD Property and the License Area, Contractor agrees to furnish RTD with a certificate of the required insurance for each of Contractor's and Contractor's Agents' policy(ies). Contractor shall provide 30 days' advance notice of cancellation of such policy(ies) by registered or certified mail. Certificates of insurance shall be

provided to the RTD Senior Manager of Real Property as provided in this Agreement.

- C. Each insurance certificate required above shall have the following endorsements attached:
1. An endorsement naming RTD an additional insured, except on Workers' Compensation and Employers' Liability Insurance and Railroad Protective Liability Insurance;
  2. An endorsement evidencing coverage for a liability assumed under an insured contract for liability assumed by Contractor and Contractor's Agents;
  3. An endorsement providing that all policy or endorsement limitation(s) relating specifically to operations on or near railroad property are eliminated, including an endorsement "Contractual Liability - Railroads" (ISO CG 24 17) to amend the definition of "insured contract" to delete the "railroad exclusion," provided, however, that such endorsement is not required if Railroad Protective Liability Insurance is provided;
  4. A Broad Form Property Damage endorsement if the policy does not provide for the equivalent coverage; and
  5. Waiver of subrogation in favor of and acceptable to RTD.
- D. In the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under the primary policy or policies referred to in the certificate of insurance solely by reason of losses paid under this Agreement on account of occurrences during the policy period, the excess policy, if any, referred to in the certificate shall (1) in the event of reduction, apply as excess of the reduced limit of liability thereunder; and (2) in the event of exhaustion, continue in force as though it were primary insurance. For claims covered by the insurance specified in this Agreement, the insurance coverage shall be primary and non-contributory insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees, and agents, and it shall specify that coverage continues notwithstanding the fact that Contractor and Contractor's Agents have left the RTD Property.
- E. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- F. Liability of Contractor under this Agreement shall not be limited to coverage provided under the required insurance policies.

- G. Only those Contractor's Agents whose operations are covered by the required insurance will be authorized to work upon or about the License Area or the RTD Property.
- H. In the event that any Contractor's Agent does not have its own insurance coverage as set forth in this Article, Contractor shall cause such Contractor Agent to be a named insured under Contractor's policies.

## ARTICLE 10. ENVIRONMENTAL OBLIGATIONS

### A. Definitions.

1. **Activities**: Any action or omission of Contractor and/or Contractor's Agents.
2. **Environmental Damages**: All claims, judgments, damages, losses, penalties, fines, liabilities (including but not limited to strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement of judgment related to Activities, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' fees, any of which are incurred at any time as a result of the existence of Hazardous Material upon, about, or beneath the RTD Property or migrating or threatening to migrate to or from the RTD Property, or the existence of a violation of Environmental Requirements pertaining to the RTD Property and including without limitation:
  - a) damages for personal injury or injury to property or natural resources occurring upon or off of the RTD Property, foreseeable or unforeseeable, including without limitation lost profits, consequential damages, the cost of demolition and rebuilding of any improvements on real property, and interest and penalties including but not limited to claims brought by or on behalf of employees of Contractor;
  - b) fees incurred for the services of attorneys, consultants, contractors, experts, and laboratories and all other costs incurred in connection with the investigation or remediation of Hazardous Materials or violation of Environmental Requirements, including but not limited to the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration, or monitoring work required by any federal, state, or local governmental agency or political subdivision, or reasonably necessary to make full economic use of the RTD Property or any other

property otherwise expended in connection with such conditions, and including without limitation any attorneys' fees, costs, and expenses incurred in enforcing this Agreement or collecting any sums due under this Agreement; and

- c) liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subsection 2(b) above.

3. **Environmental Requirements**: All applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states, and political subdivisions, and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including without limitation:

- a) all requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of Hazardous Materials, whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Materials, whether solid, liquid, or gaseous in nature; and
- b) all requirements pertaining to the protection of the health and safety of employees or the public.

4. **Hazardous Material(s)**: Any and all substances, chemicals, wastes, or other materials now or from time to time:

- a) defined as hazardous substances or hazardous wastes pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 *et seq.*) ("**CERCLA**"), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*) ("**RCRA**"), and/or the Colorado Hazardous Waste Act, C.R.S. § 25-15-101 *et seq.*, and the Colorado Hazardous Waste Regulations, 6 C.C.R. 1007-3;
- b) characterized as hazardous or toxic materials, substances, chemicals, pollutants, contaminants, or wastes that are regulated, subject to permitting or warning requirements, or for which removal, remediation, or disposal is required or regulated, under any and all laws for the

protection of the environment, human health, and safety, including without limitation CERCLA; RCRA; the Transportation of Hazardous Materials (49 U.S.C. § 5101 *et seq.*); the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the Clean Air Act (42 U.S.C. § 7401 *et seq.*); the Colorado Hazardous Waste Act (C.R.S. § 25-15-311, *et seq.*); the Colorado Solid Waste Act (C.R.S. § 30-20-100.5, *et seq.*); the Colorado Water Quality Control Act (C.R.S. § 25-8-101, *et seq.*); the Colorado Air Pollution Prevention and Control Act (C.R.S. § 25-7-101, *et seq.*); Title 8, Article 20.5, Colorado Revised Statutes; and/or any federal, state, or local regulations and associated guidance promulgated thereunder; or

- c) otherwise posing a present or potential risk to human health, welfare, or the environment, including without limitation asbestos; flammable, explosive, corrosive, or radioactive materials; gasoline; oil; motor oil; waste oil; petroleum (including without limitation crude oil or any component); petroleum-based products, paints, and solvents; lead; cyanide; DDT and other pesticides; and polychlorinated biphenyls.
- B. No Hazardous Material on Property. Except in strict compliance with all Environmental Requirements, Contractor and Contractor's Agents shall not cause, permit, or suffer any Hazardous Material to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined, or used upon, about, or beneath the RTD Property or the License Area.
  - C. No Violations of Environmental Requirements. In performing the Activities, Contractor shall not cause, permit, or suffer the existence or the commission of a material violation of any Environmental Requirements upon, about, or beneath the RTD Property or the License Area.
  - D. No Environmental or Other Liens. In performing the Activities, Contractor shall not create or suffer to exist with respect to the RTD Property any lien, security interest, or other charge or encumbrance of any kind, including without limitation any lien imposed pursuant to section 107(f) of the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9607(1)) or any similar state statute.

#### ARTICLE 11. SAMPLES AND REMOVAL

As between Contractor and RTD, Contractor shall be solely responsible for the lawful removal, manifesting, transport, testing, and disposal of any samples or other materials, including but not limited to Hazardous Materials, removed from the RTD Property or License Area or generated as a result of work

performed pursuant to this Agreement, and shall duly and properly perform or cause to be performed any such work that it undertakes or is required to undertake pursuant to federal, state, and local laws and applicable industry standards. As between Contractor and RTD, Contractor is the sole generator (as the term "generator" is used in applicable statutes and regulations concerning the removal, transport, and/or disposal of Hazardous Materials, substances, waste, or other contaminants) of any materials, including but not limited to Hazardous Materials, removed from the RTD Property or License Area by Contractor or Contractor's Agents or generated as a result of sampling and/or testing undertaken by Contractor or Contractor's Agents.

#### ARTICLE 12. GENERAL

- A. Assignment. Contractor may not assign this Agreement, or any part or interest in this Agreement, without the prior written consent of RTD. No RTD-approved assignment shall release Contractor from any liability under this Agreement. Any assignment in violation of this Agreement shall be null and void.
- B. Agreement Binding. This Agreement and all of the covenants, terms, and conditions in this Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- C. Execution in Counterparts. This Agreement (and each amendment, modification, and waiver in respect of this Agreement) may be executed and delivered in counterparts, each of which will be deemed an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement shall be effective as delivery of a manually executed counterpart of this Agreement.
- D. Governing Laws; Jurisdiction and Venue. The laws of the State of Colorado and applicable federal, state, and local laws, rules, regulations, and guidelines govern this Agreement. Jurisdiction and venue for all disputes shall be in the county in which the License Area is located, and Contractor expressly submits itself to such jurisdiction.
- E. Amendment. This Agreement may not be amended except in writing by mutual agreement of the parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.
- F. No Agency. It is expressly understood and agreed that RTD and Contractor do not intend to be and shall not in any respect be deemed agents of each other.
- G. Headings. The headings in this Agreement are inserted for reference purposes only and are not restrictive as to content.

- H. Liens. Contractor shall not permit any lien, claim, or other charge to be placed on the RTD Property, and Contractor shall promptly cause any such lien, claim, or charge to be removed. If any mechanic's lien, claim, or other charge is filed against the RTD Property, Contractor shall discharge the same of record by a release or bond within 30 days after the filing of any notice of such lien, claim, or other charge. This provision shall survive termination, in whole or in part, of this Agreement.
- I. Waiver; Severability. The failure of either party to exercise any right under this Agreement, or to insist upon strict compliance by the other party, shall not constitute a waiver of either party's right to demand strict compliance with the terms and conditions of this Agreement. If any provision of this Agreement is held to be unenforceable for any reason, its unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- J. Legal Authority. Contractor warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind Contractor to its terms. The person(s) executing this Agreement on behalf of Contractor warrant(s) that such person(s) have full authorization to execute this Agreement.
- K. No Dedication; Third Parties. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the License Area or the RTD Property to the general public or for any public use or purpose whatsoever. Except as specifically provided in this Agreement, no rights, privileges, or immunities of either party shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.
- L. Breach. Any failure of Contractor to fulfill any of Contractor's obligations under this Agreement shall constitute a breach of this Agreement and subject Contractor to immediate termination of the Agreement, as well as damages and costs, including attorneys' fees.
- M. Applicable Laws; Violation. Contractor shall use the License Area in a safe and careful manner and shall comply with all applicable ordinances and regulations of the jurisdiction in which the License Area is located; federal, state, and local laws; and all other rules of governmental authorities as may be in force and effect during the term of this Agreement. If at any time the use of the License

Area by Contractor violates applicable ordinances or laws, Contractor shall cease and desist from continuing such use upon demand by RTD.

- N. Additional Uses. Contractor understands and agrees that the RTD Property may be used by the public or otherwise, and Contractor shall conduct its work so as not to unreasonably interfere with such other uses.
- O. RTD Equipment. Except to the extent required to remove and/or reinstall RTD equipment pursuant to the Plans attached hereto as Exhibit 2, Contractor shall not use RTD equipment, tools, or furnishings located in or about the License Area or RTD Property without prior written approval by RTD.
- P. Entire Agreement. This Agreement represents the entire agreement between the parties regarding the License Area, Access Area and the RTD Property.
- Q. Electronic Signatures. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions of an original signature, and digital signatures.

*Signature Page(s) to Follow*



**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the Effective Date.

**DISTRICT**

**REGIONAL TRANSPORTATION**

By:

\_\_\_\_\_

Henry J. Stoppolecamp, P.E.  
AGM, Capital Programs

APPROVED AS TO LEGAL FORM FOR THE  
REGIONAL TRANSPORTATION DISTRICT

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

[Attorney Name]  
[Attorney Title]

Date: \_\_\_\_\_

**CONTRACTOR**

[INSERT CONTRACTOR NAME]

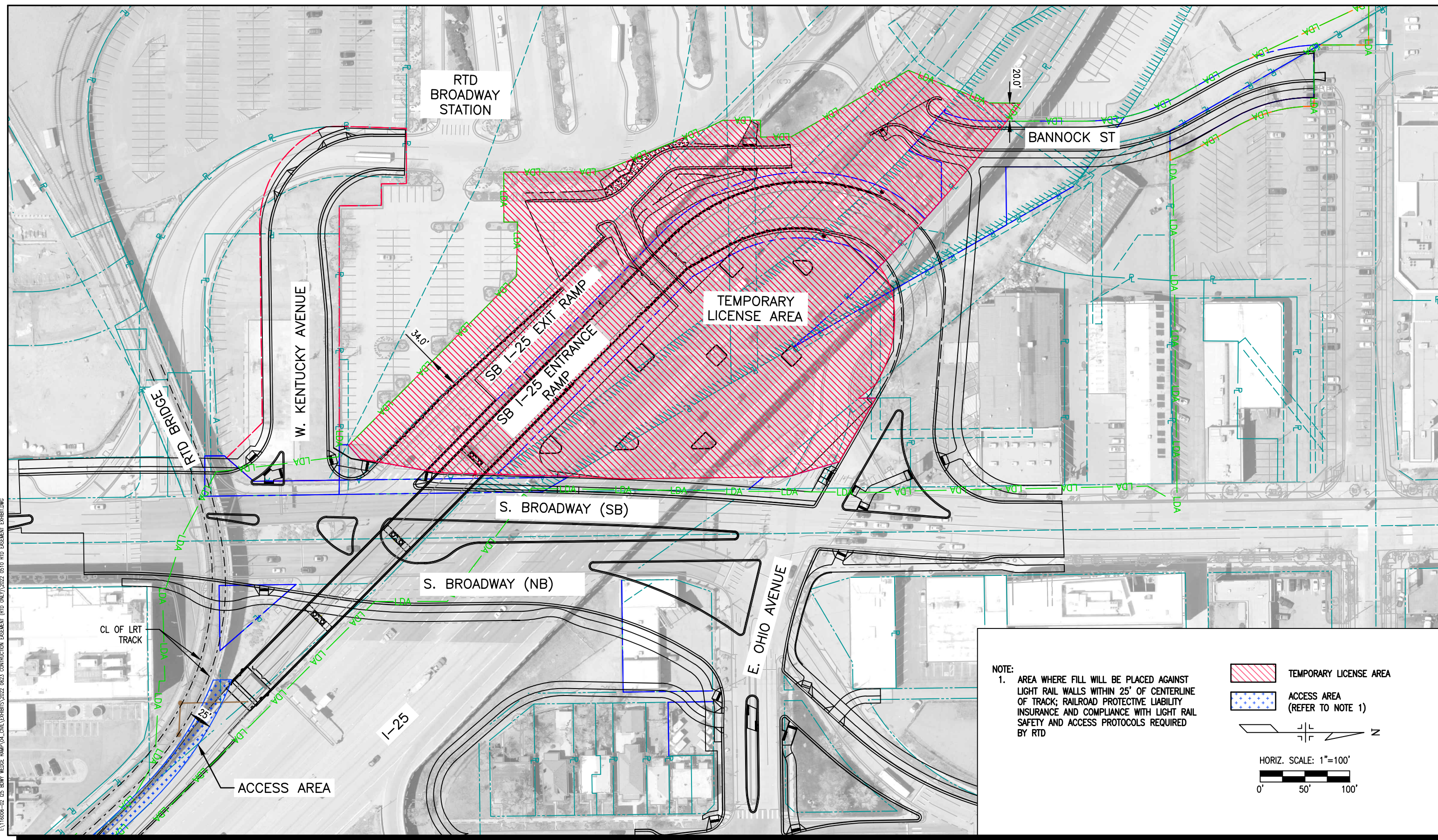
By: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

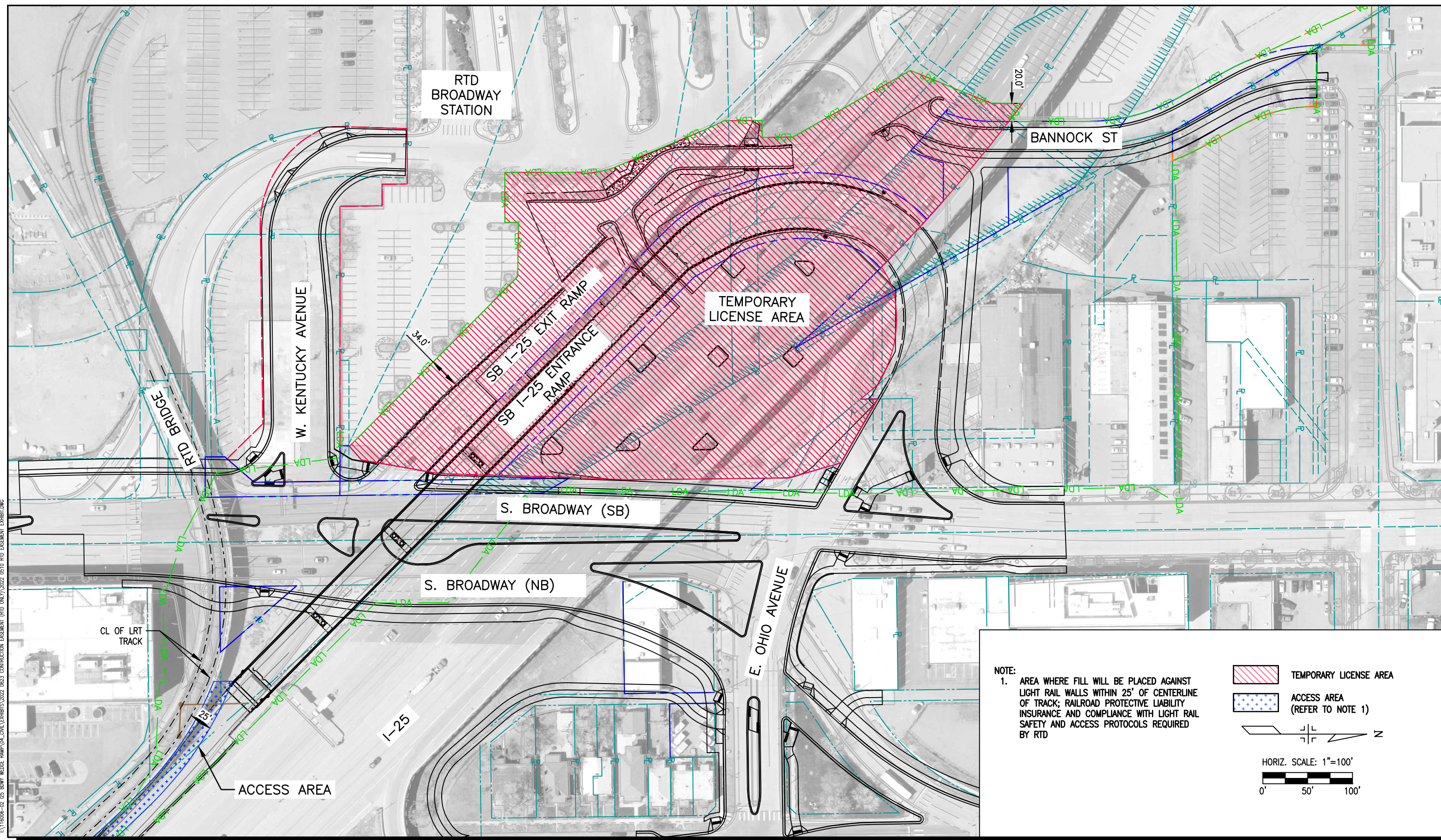
**EXHIBIT 1**  
**License Area**



11/16/06-22 05 BONY WEDGE RAMP/04 CIVIL EXHIBITS/2022 0623 CONSTRUCTION EASEMENT (RTD ONLY)/2022 0510 RTD EASEMENT EXHIBITING

**EXHIBIT 2**  
**Plans**

**EXHIBIT 3**  
**Access Area**



11/16/06-02 05 BONY WEDGE RAMP/04 CIVIL EXHIBITS/2022 0623 CONSTRUCTION EASEMENT (RTD ONLY)/2022 05/10 RTD EASEMENT EXHIBITING

## **EXHIBIT Q**

### **Self-Performance**



April 11<sup>th</sup>, 2023

Mike Harmer  
Project Manager  
City & County of Denver  
Department of Transportation & Infrastructure

***Re: CAP for Broadway Station at I-25 Multimodal & Safety Improvements Project Phase 2, Package 1,  
Project No. STU M320-127 (23373) – Self Perform Information***

Dear Mr. Harmer:

Kraemer North America presents the following information related to the self-perform scopes of work during construction:

- Contract Value: \$17,474,588.69 (**Excluding Force Account Items at a value of \$757,603.00**)
- Subcontractors and Professional Services: \$7,840,543.18
  - KNA Work Value: \$9,634,045.51
  - KNA Percent of Work: 55.13%

Force Account Items are excluded from the contract amount and will only be performed on an as-needed basis. Self-perform scopes of work generally include structural concrete, wall construction, storm sewer, and grading.

Please let me know if there are any questions related to this.

Sincerely,

**Kraemer North America, LLC**

A handwritten signature in black ink, appearing to read 'Michael Fay'.

Michael Fay, P.E.  
Senior Project Manager

cc: Tim Maloney (Kraemer)  
File

QUALITY.

SAFETY.

EXCELLENCE.



**EXHIBIT R**  
**CDOT Forms**

**PROJECT SPECIAL PROVISIONS**

**EXHIBIT R**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT GOAL**

This is a federally assisted construction project. As described in the CDOT DBE Standard Special Provision, the Bidder shall make good faith efforts to meet the following contract goal:

10 Percent DBE participation.

**END OF SECTION**

**PROJECT SPECIAL PROVISIONS**

**EXHIBIT R**

**ON THE JOB TRAINING CONTRACT GOAL**

The Department has determined that On the Job Training shall be provided to trainees with the goal of developing full journey workers in the types of trade or classification involved. The contract goal for On-the-Job Trainees working in an approved training plan in this Contract has been established as follows:

Minimum number of total On-the-job Training required: 1920 hours

**END OF SECTION**

**EXHIBIT R**  
**COLORADO DEPARTMENT OF TRANSPORTATION**  
**AFFIDAVIT OF SMALL BUSINESS PARTICIPATION**

**ATTACHMENT 4**

Project Description Broadway Station & I-25 Safety and Access Improvements Project Ph 2, CP-1	Contract \$ NTE \$17,596,184.86 DBE Contract Goal % 10.00 %
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**SECTION 1. CONSULTANT INFORMATION**

Prime Consultant Kraemer North America, LLC	Consultant is an ESB <input type="checkbox"/>
Compliance Contact Name Nancy Guerrero	Consultant is a DBE <input type="checkbox"/>
Email nguerrero@kraemerna.com	Address 900 W Castleton Rd., Ste. 220, Castle Rock, CO 80109
	Phone 303-688-7500

**SECTION 2. DBE PARTICIPATION PLAN**

Complete All Boxes:

The consultant is committing to 1 # of DBE firm(s) not teamed with in the past 2 years  
(as of ad date of RFP, firms with unsuccessful bids allowed, each firm must be listed).

The consultant is committing to approximately \$ 1,823,666.00 of DBE participation on this RFP/SOI.

The consultant is committing to approximately 10.36 % DBE goal based on the NTE commitment \$.

All DBE firms (vendors and subconsultants)	Vendor	Work Descriptor (i.e. survey, testing)	NEW DBE Teaming Partner?	ONLY for Project Specific RFP/SOIs Approximate % of Participation
Powell Restoration, Inc.	<input checked="" type="checkbox"/> Vendor	Erosion Control/Landscape	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	0.732%
Spartan Reinforcing	<input checked="" type="checkbox"/> Vendor	Rebar - Furnish & Install	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5.076%
Coating Specialist, LLC	<input checked="" type="checkbox"/> Vendor	Concrete Coating & Waterproofing	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	0.972%
Triax Engineering, LLC	<input checked="" type="checkbox"/> Vendor	Quality Control	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	0.234%
Allstate Sweeping, Inc.	<input checked="" type="checkbox"/> Vendor	Sweeping	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	0.309%
Ram-CO Trucking Services	<input checked="" type="checkbox"/> Vendor	Trucking Services	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	0.865%
Vine Laboratories, Inc.	<input checked="" type="checkbox"/> Vendor	Potholing	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	0.437%
Pacheco Construction Products, Inc.	<input checked="" type="checkbox"/> Vendor	Precast Panels	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	1.148%
CIG	<input checked="" type="checkbox"/> Vendor	Public Information Services	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	0.591%
	<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	

**EXHIBIT R  
 COLORADO DEPARTMENT OF TRANSPORTATION  
 AFFIDAVIT OF SMALL BUSINESS PARTICIPATION**

**SECTION 3. ESB PARTICIPATION PLAN**

Complete All Boxes:

The consultant is committing to 0 # of ESB firm(s) not teamed with in the past 2 years  
 (as of ad date of RFP, firms with unsuccessful bids allowed, each firm must be listed).

The consultant is committing to approximately \$ 0.00 of ESB participation on this RFP/SOI.

The consultant is committing to approximately 0.00 % ESB goal based on the NTE commitment \$.

All ESB firms (vendors and subconsultants)		Work Areas (i.e. survey, testing)	New ESB Teaming Partner?	ONLY for Project Specific RFP/SOIs Approximate % of Participation
N/A	<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
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	<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	

**SECTION 4. DECLARATION OF AFFIDAVIT**

By signing below the Consultant affirms the statements made in this document are true and complete:

The Consultant shall make good faith efforts to meet the contract goal for each task order under the overall contract. The Consultant understands that making good faith efforts to achieve the contract goal is a condition of contract award. The Consultant understands that promised participation is a binding obligation of the contract if awarded. The Consultant attests that the information above is true and understands that a fraudulent misrepresentation or failure to make good faith efforts to meet the contract commitments or promised participation may result in the withholding of progress payments, reduction of prequalification status, referral of the matter to the Office of Inspector General of the USDOT and/or other contractual remedies.

I, Timothy J. Maloney, Sr. Vice President  
 (Owner or Executive Officer Name AND Title)

of Kraemer North America, LLC  
 (Consultant Company Name)



12/6/22  
 (Date)

(Tracked Signature Accepted)

EXHIBIT R

<b>COLORADO DEPARTMENT OF TRANSPORTATION – Form 605</b> <b>CONTRACTORS PERFORMANCE CAPABILITY STATEMENT</b>	Project # STU M320-127 (23373) Project Control No.: PWT2020-020
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1. List names of partnerships or joint ventures  none

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Kraemer-IHC JV

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List decreases in the contractors fiscal or workmanship qualifications compared to the last prequalification statement submitted to CDOT. (Attach additional sheets if necessary)

a. Key personnel changes  none

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b. Key equipment changes  none

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c. Fiscal capability changes (legal actions, etc.)  none

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d. Other changes that may affect the contractors ability to perform work  none

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I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE


Contractor's firm or company name	By	Date
Kraemer North America, LLC		12/20/22
2 <sup>nd</sup> Contractor's firm or company name (if joint venture)	By	Date
N/A	Title	

EXHIBIT R

ATTACHMENT 2

<b>COLORADO DEPARTMENT OF TRANSPORTATION ANTI-COLLUSION AFFIDAVIT</b>	Project No.: PWT2020-020
	Location: Denver, CO

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.
- 2A. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project, and will not be so disclosed prior to bid opening.
- 2B. Neither the prices nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.
- 3A. No attempt has been made to solicit, cause or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
- 3B. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.
4. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complimentary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
8. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Colorado Department of Transportation, of the true facts relating to the submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.


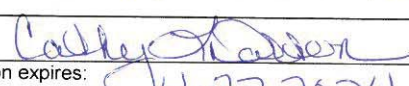
Contractors firm or company name:  Kraemer North America, LLC	By: 	Date: 17 Mar 2021
	Title: Timothy J. Maloney, Senior Vice President	
2 <sup>nd</sup> Contractors firm or company name:	By:	Date:
	Title:	
Sworn to before me this <u>17</u> day of <u>March</u> 20 <u>21</u>		
Notary Public 	<div style="border: 2px solid blue; padding: 5px; text-align: center;"> <b>CATHY L. DALTON</b>                      NOTARY PUBLIC                      STATE OF COLORADO                      NOTARY ID 20044014098                      MY COMMISSION EXPIRES APRIL 22, 2024                 </div>	
My commission expires: <u>04-22-2024</u>		
NOTE: THIS DOCUMENT MUST BE SIGNED IN INK.		

EXHIBIT R

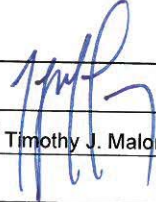
ATTACHMENT 3

<p>COLORADO DEPARTMENT OF TRANSPORTATION  <b>ASSIGNMENT OF ANTITRUST CLAIMS</b></p>	<p>Project No.:                  PWT2020-020</p>
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Contractor and Colorado Department of Transportation (CDOT) recognize that in actual economic practice antitrust violations ultimately impact CDOT. Therefore, for good cause and as consideration for executing this contract and for receiving payments hereunder:

1. Contractor hereby irrevocably assigns to CDOT any and all claims it may now have or which may hereafter accrues to it under federal or state antitrust laws in connection with the particular project, goods or services purchased or acquired by CDOT pursuant to this contract.
2. Contractor hereby expressly agrees:
  - a. That, upon becoming aware that a third party has commenced a civil action asserting on Contractor's behalf an antitrust claim which has been assigned to CDOT hereunder, Contractor shall immediately advise in writing:
    - (1) Such third party that the antitrust claim has been assigned to CDOT, and
    - (2) CDOT that such civil action is pending and the date on which, in accordance with subparagraph a.(1) above, Contractor notified such third party that the antitrust claim had been assigned to CDOT.
  - b. To take no action which will in any way diminish the value of the claims or rights assigned or dedicated to CDOT hereunder; and
  - c. Promptly to pay over to CDOT its proper share of any payment under an antitrust claim brought on Contractor's behalf by any third party and which claim has been assigned to CDOT hereunder.
3. Further, Contractor agrees that in the event it hires one or more subcontractors to perform any of its duties under the contract, Contractor shall require that each such subcontractor:
  - a. Irrevocably assign to CDOT (as a third party beneficiary) any and all claims that such subcontractor may have or which may thereafter accrue to the subcontractor under federal or state antitrust laws in connection with any goods or services provided by the subcontractor in carrying out the subcontractor's obligations to Contractor;
  - b. Upon becoming aware that a third party has commenced a civil action on the subcontractor's behalf asserting an antitrust claim which has been assigned to CDOT hereunder, shall immediately advise in writing:
    - (1) Such third party that the antitrust claim has been assigned to CDOT, and
    - (2) Contractor and CDOT that such civil action is pending and the date on which, in accordance with subparagraph b.(1) above, the subcontractor notified such third party that the antitrust claim had been assigned to CDOT;
  - c. Take no action which will in any way diminish the value of the claims or rights assigned or dedicated to CDOT hereunder; and
  - d. Promptly pay over to CDOT its proper share of any payment under an antitrust claim brought on the subcontractor's behalf by any third party and which claim has been assigned or dedicated to CDOT pursuant hereto.

I, acting in my capacity as officer of a bidder (bidders if a joint venture) do agree to the above assignment of antitrust claims.

Contractors firm or company name:	By: 	Date: 17 Mar 2021
Kraemer North America, LLC	Title: Timothy J. Maloney, Senior Vice President	
2 <sup>ND</sup> Contractors firm or company name:	By:	Date:
	Title:	



## EXHIBIT R

## COLORADO DEPARTMENT OF TRANSPORTATION

## BIDDERS LIST

Project Name/Description	Project Number	Project Code/ SubAccount	Proposal Date
Broadway Station & I-25 Safety and Access Improvements Project Ph 2, CP-1	STU M320-127	23373	11/02/22
Contractor <b>KRAEMER North America, LLC</b>			Region 1

**Subcontractors/Suppliers/Vendors:** The bidder must list all firms seeking to participate on the contract. This information is used by the Colorado Department of Transportation (CDOT) to determine overall goals for the Disadvantaged Business Enterprise Program. Failure to submit this form may result in the proposal being rejected.

Firm Name	Email	Work Proposed (Select all that apply)	DBE (Y/N)	Selected (Y/N)
Powell Restoration, Inc.	chelsea@powellenviro.com	13	Y	Y
Smith Environmental & Engineering	colinmarshall@smithdelivers.com	13, 30	N	N
Verdant Environmental	Jordan@verdantenviro.com	13	N	N
Sturgeon Electric	ccervera@myrgroup.com	6	N	N
Ideal Fencing	dave@idealfencingcorp.com	8	N	N
Quality Lining & Painting, Inc.	Seth@qlapi.com	18	Y	N
BT Construction, Inc.	Kevin.Juliano@btconstruction.com	10	N	N
Coblaco	marcie@coblaco.com	18	N	N
Industrial Pipe Solutions	Brenda@ipspd.com	4	N	N
Eco Retaining Walls, Inc.	mark@ecoretainingwalls.com	12	Y	N
Miller Wall Co.	retainingwalls@millerwalls.com	12	N	N
Slaton Bros, Inc.	eric.salazar@slatonbros.com	12	N	N
Spartan Reinforcing, LLC	acano@spartanreinforcing.com	1, 11	Y	Y
Martin Marietta	Steve.Walsh@martinmarietta.com	15	N	N
Colorado Barricade Co.	estimating@coloradobarricade.com	16	N	N
8550 Engineering and Consulting, LLC	Kevin@8550engineering.com	22	N	N
Cascade Environmental, Inc.	mattkoch@halcker.com	30	N	N
Infinity Solutions, Inc.	jjimenez@infinitysurvey.com	22	Y	N
Matrix Design Group, Inc.	jr.bessie@matrixdesigngroup.com	22	Y	N
A-Core	miked@a-core.com	5	N	N
Black Iron Steel, LLC	estimating@blackironrebar.com	11	Y	N
Rumler Civil Construction	info@rumcivil.com	11	N	N
Work Zone Traffic Control, LLC	ARomero@workzonetrafficcontrol.com	2	N	N
GDT Traffic Control	joe@gdttraffic.com	2	N	N

**I certify that the information provided herein is true and correct to the best of my knowledge.**

Name	Signature/Initials	Title	Date
Timothy J. Maloney		Sr. Vice President	12/20/22

**Work Proposed Categories:**

1. Materials and Supplies
2. Flagging and Traffic Control
3. Trucking and Hauling
4. Precast Concrete, Foundations, and Footings
5. Concrete Paving, Flatwork and Repair
6. Lighting and Electrical
7. Signs, Signal Installation, and Guardrail
8. Fencing
9. Buildings and Vertical Structures
10. Utility, Water and Sewer Lines

11. Structural Steel and Steel Reinforcement
12. Riprap and Anchored Retaining Walls
13. Landscape and Erosion Control
14. Bridge and Bridge Deck Construction
15. Asphalt Paving
16. Road and Parking Lot Marking
17. Chip Seal, Crack Seal, Joint Seal and Crack Fill
18. Bridge Painting and Coating
19. Stairway and Ornamental Metal
20. Parking Lots and Commercial Sidewalks

21. Clearing, Demolition, Excavation and Earthwork
22. Engineering and Surveying Services
23. Public Relations and Involvement
24. Piles and Deep Foundations
25. Waste Management and Recycling
26. Site Clean Up
27. Mechanical and HVAC
28. Tunnel Construction
29. Profiling and Grinding
30. Environmental Health and Safety

**This form must be submitted by the proposal deadline. For CDOT projects, submit to [cdot\\_hq\\_dbefirms@state.co.us](mailto:cdot_hq_dbefirms@state.co.us).**

## EXHIBIT R

**COLORADO DEPARTMENT OF TRANSPORTATION  
BIDDERS LIST**

Project Name/Description	Project Number	Project Code/ SubAccount	Proposal Date
Broadway Station & I-25 Safety and Access Improvements Project Ph 2, CP-1	STU M320-127	23373	11/02/22
Contractor <b>KRAEMER North America, LLC</b>			Region <b>1</b>

**Subcontractors/Suppliers/Vendors:** The bidder must list all firms seeking to participate on the contract. This information is used by the Colorado Department of Transportation (CDOT) to determine overall goals for the Disadvantaged Business Enterprise Program. Failure to submit this form may result in the proposal being rejected.

Firm Name	Email	Work Proposed (Select all that apply)	DBE (Y/N)	Selected (Y/N)
RoadSafe Traffic Systems, Inc.	mhagen@roadsafetraffic.com	2	N	N
Rocky Mountain Flagging, Inc.	rmflaggingmona@aol.com	2	N	N
Rocky Mountain Signing	pat.tryon@team-rms.com	2	Y	N
Statewide Safety Systems	rprueitt@StatewideSS.com	2	N	N
Steamboat Structures	martin.reed@steamboatstructures.com	22	Y	N
Ground Engineering	nick.andrade@groundeng.com	22	N	N
Jesik	andy@jesik.us	22	N	N
Olson Engineering, Inc.	dennis.sack@olsonengineering.com	22	N	N
Triax Engineering, LLC	cechols@triaxgeo.com	22	Y	Y
Vine Laboratories, Inc.	dane.campbell@vinecolorado.com	21, 22	Y	Y
Allstate Sweeping, Inc.	bkrueger@AllstateSweeping.net	26	Y	Y
Armstrong Sweeping, Inc.	service@armstrongsweeping.com	26	N	N
Iron Woman Constr. and Environmental Services, LLC	caleman@ironwomancon.com	3	N	N
JD Brighton Trucking	jdbrightoninc@gmail.com	3	Y	N
Ram-CO Trucking Services	denise@ram-cotrucking.com	3	Y	Y
Colorado Utility Finders	info@coloradoutilityfinders.com	21	N	N
Diversified Underground, Inc.	zack@duinc.work	21	Y	N
Kinetic Energy Services, LLC	C.J.Schott@kineticindustry.com	21	N	N
Underground Consulting Solutions	ucs@totalspeed.net	21	Y	N
Coating Specialist, LLC	coatingspecialistllc@gmail.com	14, 18	Y	Y
Communication Infrastructure Group (CIG)	karen@cig-pr.com	23	Y	Y

I certify that the information provided herein is true and correct to the best of my knowledge.

Name	Signature/Initials	Title	Date
Timothy J. Maloney		Sr. Vice President	12/06/22

**Work Proposed Categories:**

1. Materials and Supplies
2. Flagging and Traffic Control
3. Trucking and Hauling
4. Precast Concrete, Foundations, and Footings
5. Concrete Paving, Flatwork and Repair
6. Lighting and Electrical
7. Signs, Signal Installation, and Guardrail
8. Fencing
9. Buildings and Vertical Structures
10. Utility, Water and Sewer Lines

11. Structural Steel and Steel Reinforcement
12. Riprap and Anchored Retaining Walls
13. Landscape and Erosion Control
14. Bridge and Bridge Deck Construction
15. Asphalt Paving
16. Road and Parking Lot Marking
17. Chip Seal, Crack Seal, Joint Seal and Crack Fill
18. Bridge Painting and Coating
19. Stairway and Ornamental Metal
20. Parking Lots and Commercial Sidewalks

21. Clearing, Demolition, Excavation and Earthwork
22. Engineering and Surveying Services
23. Public Relations and Involvement
24. Piles and Deep Foundations
25. Waste Management and Recycling
26. Site Clean Up
27. Mechanical and HVAC
28. Tunnel Construction
29. Profiling and Grinding
30. Environmental Health and Safety

This form must be submitted by the proposal deadline. For CDOT projects, submit to [cdot\\_hq\\_dbefirms@state.co.us](mailto:cdot_hq_dbefirms@state.co.us).

## EXHIBIT R

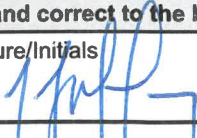
COLORADO DEPARTMENT OF TRANSPORTATION				
BIDDERS LIST				
Project Name/Description	Project Number	Project Code/ SubAccount	Proposal Date	
Broadway Station & I-25 Safety and Access Improvements Project Ph 2, CP-1	STU M320-127	23373	11/2/22	
Contractor <b>KRAEMER North America, LLC</b>			Region 1	
<b>Subcontractors/Suppliers/Vendors:</b> The bidder must list all firms seeking to participate on the contract. This information is used by the Colorado Department of Transportation (CDOT) to determine overall goals for the Disadvantaged Business Enterprise Program. Failure to submit this form may result in the proposal being rejected.				
Firm Name	Email	Work Proposed (Select all that apply)	DBE (Y/N)	Selected (Y/N)
Albert Frei & Sons	TFrei@albertfreilandsons.com	1	N	N
Burnco Colorado LLC	sandra.becker@burnco.com	1	N	N
Holcim	kevin.allen@holcim.com	1	N	N
Brannan Ready Mix	myale@brannan1.com	1	N	N
Bowman Construction Supply, Inc.	martin@bowmanconstructionsupply.com	1	N	N
R.W. ConklinSteel	pete.conklin@conklinsteel.com	1	N	N
JD Fields & Company, Inc.	abunting@jdfields.com	1	N	N
Nucor Skyline Steel, LLC	tyler.harris@nucorskylines.com	1	N	N
Triad Metals	cam.hoy@triadmetals.com	1	N	N
Hanes Geo Components	ben.oloughlin@hanescompanies.com	1	N	N
Ferguson (Triton Environmental)	laura.finch@ferguson.com	1	N	N
Aftermath Highway Products, LLC	jason@aftermathhighwayproducts.com	1, 7	N	N
EnCon Colorado	jfabinski@enconunited.com	1	N	N
PlumCreek Structures	Kevin Kovac	1	N	N
Oldcastle Infrastructure	Noe Clint	1	N	N
Reinforced Earth Co.	phollis@reinforcedearth.com	1, 12	N	N
Foley Products Co.	Mark.Walter@FoleyProducts.onmicrosoft.com	1	N	N
CMC Rebar	Candice.Benge@cmc.com	1, 11	N	N
Commercial Fabricators, Inc.	commercialfabr@aol.com	1	N	N
Concrete Express, Inc.	DODea@ceiconstructors.com	5	N	N
Jalisco International, Inc.	bids@jalisco.org	5	N	N
Ludwig Drilling	SAlzati@shaftdrillers.com	4	N	N
Snow's Specialty Drilling	mike@snowdrilling.com	4	N	N
Environmental Logistics	Mike@Envlogistics.com	13	Y	N
<b>I certify that the information provided herein is true and correct to the best of my knowledge.</b>				
Name	Signature/Initials	Title	Date	
Timothy J. Maloney		Sr. Vice President	12/06/22	
<b>Work Proposed Categories:</b>				
<ol style="list-style-type: none"> <li>1. Materials and Supplies</li> <li>2. Flagging and Traffic Control</li> <li>3. Trucking and Hauling</li> <li>4. Precast Concrete, Foundations, and Footings</li> <li>5. Concrete Paving, Flatwork and Repair</li> <li>6. Lighting and Electrical</li> <li>7. Signs, Signal Installation, and Guardrail</li> <li>8. Fencing</li> <li>9. Buildings and Vertical Structures</li> <li>10. Utility, Water and Sewer Lines</li> <li>11. Structural Steel and Steel Reinforcement</li> <li>12. Riprap and Anchored Retaining Walls</li> <li>13. Landscape and Erosion Control</li> <li>14. Bridge and Bridge Deck Construction</li> <li>15. Asphalt Paving</li> <li>16. Road and Parking Lot Marking</li> <li>17. Chip Seal, Crack Seal, Joint Seal and Crack Fill</li> <li>18. Bridge Painting and Coating</li> <li>19. Stairway and Ornamental Metal</li> <li>20. Parking Lots and Commercial Sidewalks</li> <li>21. Clearing, Demolition, Excavation and Earthwork</li> <li>22. Engineering and Surveying Services</li> <li>23. Public Relations and Involvement</li> <li>24. Piles and Deep Foundations</li> <li>25. Waste Management and Recycling</li> <li>26. Site Clean Up</li> <li>27. Mechanical and HVAC</li> <li>28. Tunnel Construction</li> <li>29. Profiling and Grinding</li> <li>30. Environmental Health and Safety</li> </ol>				
<b>This form must be submitted by the proposal deadline. For CDOT projects, submit to <a href="mailto:cdot_hq_dbefirms@state.co.us">cdot_hq_dbefirms@state.co.us</a>.</b>				

EXHIBIT R

**COLORADO DEPARTMENT OF TRANSPORTATION  
ANTICIPATED DBE PARTICIPATION PLAN**

Bidder:	Kraemer North America, LLC	Project Name:	Broadway Station & I-25 Safety and
Bidder Contact:	Eric Baumgardt	Subaccount #:	23373
Bidder Phone:	303-419-8045	Bid Submission Date:	
Bidder Email:	ebaumgardt@kraemerna.com	DBE Contract Goal:	10.00%
Preferred Contact Method:	Email	Region:	1

**DBE Commitments**

DBE Firm Name	Work to Be Performed	Commitment Amount	Eligible Participation
Powell Restoration, Inc.	561730 - Landscape / Erosion Control	\$128,777.00	\$128,777.00
Spartan Reinforcing	238120 - Rebar Installation	\$893,160.00	\$893,160.00
Coating Specialist, LLC	238390 - Concrete coating, glazing or sealing; Waterproofing	\$171,003.00	\$171,003.00
Triax Engineering, LLC	541380 - Quality Control Testing	\$41,160.00	\$41,160.00
Allstate Sweeping, Inc.	488490 - Street Sweeping	\$54,400.00	\$54,400.00
Ram-Co Trucking Services	484220 - Trucking Services	\$152,120.50	\$152,120.50
Vine Laboratories, Inc.	238910 - Potholing (Excavation Contractors)	\$76,933.00	\$76,933.00
CIG	541820 - Public Information Services	\$104,025.00	\$104,025.00
Pacheco Concrete Products	327390 - Precast Panels	\$202,087.50	\$202,087.50
Total Eligible Participation			\$1,823,666.00
Total Bid Amount			\$17,596,184.86
Total Eligible Participation Percentage			10.36%

**Bidder Signature**

**COMMITMENTS LISTED ON THIS FORM SHALL BE BINDING ON THE BIDDER UPON CONTRACT AWARD. IF THE DBE GOAL IS ZERO, DBE COMMITMENTS ARE OPTIONAL AND THE BIDDER IS NOT REQUIRED TO LIST ANY DBE COMMITMENTS ON THIS FORM.** This section must be signed by an individual with the authority to bind the Bidder. By signing this form, as an authorized representative of the Bidder, you declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are true and complete to the best your knowledge. Further, you attest that you understand the following:

CDOT shall not award a contract (or provide its concurrence to award a Local Agency Project) until it has been determined that commitments are sufficient to meet the DBE contract goal or else good faith efforts have been made to meet the goal despite falling short. Once your bid has been submitted, commitments may not be modified or terminated without the approval of CDOT. If selected as the lowest apparent bidder, you shall submit a Form 1415 for each commitment listed above. If you have not met the contract goal, you will also be required to submit documentation of all good faith efforts to meet the contract goal. It is your responsibility to ensure that the selected DBEs are certified for the work to be performed and that their eligible participation has been properly counted. Please review your project's DBE requirements for additional information and instructions on calculating eligible participation.

Timothy J. Maloney	Sr. Vice President		12/6/2022
Name	Title	Signature	Date

EXHIBIT R

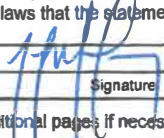
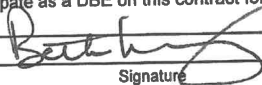
COLORADO DEPARTMENT OF TRANSPORTATION				
<b>COMMITMENT CONFIRMATION</b>				
SECTION 1. This section must be completed by the Contractor.				
Project Name:	Broadway Station & I-25 Safety and Access Improvements Ph 2, CP-1	Subaccount #:	23373	
Bidder:	Kraemer North America, LLC	Bidder Phone:	303-688-7500	
Bidder Contact:	Nancy Guerrero	Bidder Email:	nguerrero@kraemema.com	
DBE Firm Name:	Allstate Sweeping, Inc.	DBE Phone:	303-472-7302	
DBE Address:	10150 E. 106th Ave., Brighton, CO	DBE Email:	bkrueger@AllstateSweeping.net	
Commitment Details				
Category	Work to be Performed	DBE Work Code(s)	Commitment Amount	Eligible Participation
Construction	Sweeping	488490	\$54,400.00	\$54,400.00
Trucking				
Supplies				
Services				
Total			\$54,400.00	\$54,400.00
This section must be signed by an individual with the power to contractually bind the Bidder/Contractor. You declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true and accurate to the best of your knowledge.				
Timothy J. Maloney	Sr. Vice President			12/20/2022
Bidder/Contractor Representative	Title	Signature		Date
SECTION 2. This section must be completed by the DBE. (Attach additional pages, if necessary).				
This document is not a contract with the Bidder/Contractor; it is an acknowledgement of the obligation that the Bidder/Contractor is making to CDOT. The amounts listed above may be less than the subcontractor or purchase order amount, but can never be more, and shall not reflect any mark up by the Bidder/Contractor. All questions must be answered.				
Are you contracting directly with the Bidder/Contractor or with one of its subcontractors? If with a subcontractor, provide the firm name.	Yes, prime <u>Allstate Sweeping Inc.</u>			
Will you be purchasing supplies or materials or leasing or renting equipment from the Bidder/Contractor or its subcontractors? If so, explain.	NO			
Do you intend to subcontract any portion of the work listed above? If yes, state to which firms, what work and the approximate amount. Include trucking subcontractors and owner-operators.	NO			
Will you be providing trucking services on this project? If so, state how many of your own trucks and employees you will have on this project.	yes Sweepers 1			
Who within your firm will be supervising and responsible for your firm's work on this project?	BETH KRUEGER			
Will you be acting as a broker on this project? If so, state what you will be brokering and your approximate brokerage fee.	NO			

EXHIBIT R

Will you be acting as a supplier on this project? If so, please state what you will be supplying and whether you will manufacture the items.		NO	
This section must be signed by an individual with the power to contractually bind the DBE. You declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true and to the best of your knowledge. You attest that you are eligible to participate as a DBE on this contract for the work listed above and have the capacity to perform the work as stated.			
Beth Krueger	President		12/1/22
DBE Representative	Title	Signature	Date
Review your project's DBE requirements for additional instructions on completing and submitting this form. Questions may also be directed to the CDOT Civil Rights & Business Resource Center at (303) 757-9234 or by email at dot_civilrights@state.co.us.			
<b>SECTION 3.</b> This section must be completed by Region Civil Rights Specialist or Civil Rights and Business Resource Center staff member			
Name	Title	Approved or Denied	Date of Decision
<b>Pre-award CDOT projects:</b> This form should be uploaded with the Utilization Plan and submitted electronically to the Civil Rights & Business Resource Center via B2GNow.			
<b>Pre-award local agency projects:</b> Submit this form to the local agency that will be awarding the project.			

CDOT #1415 10/20

## EXHIBIT R

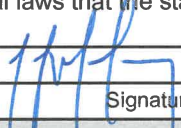
**COLORADO DEPARTMENT OF TRANSPORTATION**  
**COMMITMENT CONFIRMATION**
**SECTION 1.** This section must be completed by the Contractor.

Project Name:	Broadway Station & I-25 Safety and Access Improvements Ph 2, CP-1	Subaccount #:	23373
Bidder:	Kraemer North America, LLC	Bidder Phone:	303-688-7500
Bidder Contact:	Nancy Guerrero	Bidder Email:	nguerrero@kraemerna.com
DBE Firm Name:	Commun. Infrastructure Group (CIG)	DBE Phone:	303-670-2537
DBE Address:	1660 Lincoln St. Ste. 1800, Denver	DBE Email:	terri@cig-pr.com

**Commitment Details**

Category	Work to be Performed	DBE Work Code(s)	Commitment Amount	Eligible Participation
Construction				
Trucking				
Supplies				
Services	Public Information Services	541820; 541910	\$104,025.00	\$104,025.00
Total			\$104,025.00	\$104,025.00

This section must be signed by an individual with the power to contractually bind the Bidder/Contractor. You declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true and accurate to the best of your knowledge.

Timothy J. Maloney	Sr. Vice President		12/1/2022
Bidder/Contractor Representative	Title	Signature	Date

**SECTION 2.** This section must be completed by the DBE. (Attach additional pages if necessary).

This document is not a contract with the Bidder/Contractor; it is an acknowledgement of the obligation that the Bidder/Contractor is making to CDOT. The amounts listed above may be less than the subcontractor or purchase order amount, but can never be more, and shall not reflect any mark up by the Bidder/Contractor. **All questions must be answered.**

Are you contracting directly with the Bidder/Contractor or with one of its subcontractors? If with a subcontractor, provide the firm name.	Yes - Prime
Will you be purchasing supplies or materials or leasing or renting equipment from the Bidder/Contractor or its subcontractors? If so, explain.	No
Do you intend to subcontract any portion of the work listed above? If yes, state to which firms, what work and the approximate amount. Include trucking subcontractors and owner-operators.	No
Will you be providing trucking services on this project? If so, state how many of your own trucks and employees you will have on this project.	No
Who within your firm will be supervising and responsible for your firm's work on this project?	Kristi Estes; Annamarie Jazwick
Will you be acting as a broker on this project? If so, state what you will be brokering and your approximate brokerage fee.	No

## EXHIBIT R

Will you be acting as a supplier on this project? If so, please state what you will be supplying and whether you will manufacture the items.		No	
This section must be signed by an individual with the power to contractually bind the DBE. You declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true and to the best of your knowledge. You attest that you are eligible to participate as a DBE on this contract for the work listed above and have the capacity to perform the work as stated.			
Kristi Estes	Principal	<i>Kristi Estes</i>	12/6/2022
DBE Representative	Title	Signature	Date
<i>Review your project's DBE requirements for additional instructions on completing and submitting this form. Questions may also be directed to the CDOT Civil Rights &amp; Business Resource Center at (303) 757-9234 or by email at dot_civilrights@state.co.us.</i>			
<b>SECTION 3.</b> This section must be completed by Region Civil Rights Specialist or Civil Rights and Business Resource Center staff member			
Name	Title	Approved or Denied	Date of Decision
<b>Pre-award CDOT projects:</b> This form should be uploaded with the Utilization Plan and submitted electronically to the Civil Rights & Business Resource Center via B2GNow.			
<b>Pre-award local agency projects:</b> Submit this form to the local agency that will be awarding the project.			

CDOT #1415 10/20



## EXHIBIT R

## COLORADO DEPARTMENT OF TRANSPORTATION

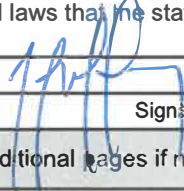
**COMMITMENT CONFIRMATION****SECTION 1.** This section must be completed by the Contractor.

Project Name:	Broadway Station & I-25 Safety and Access Improvements Ph 2, CP-1	Subaccount #:	23373
Bidder:	Kraemer North America, LLC	Bidder Phone:	303-688-7500
Bidder Contact:	Nancy Guerrero	Bidder Email:	nguerrero@kraemerna.com
DBE Firm Name:	Coating Specialist, LLC	DBE Phone:	970-567-0357
DBE Address:	6340 Sayres Road, Colorado Spgs	DBE Email:	coatingspecialistllc@gmail.com

**Commitment Details**

Category	Work to be Performed	DBE Work Code(s)	Commitment Amount	Eligible Participation
Construction	Concrete Coating & Waterproofing	238390	\$171,003.00	\$171,003.00
Trucking				
Supplies				
Services				
Total			\$171,003.00	\$171,003.00

This section must be signed by an individual with the power to contractually bind the Bidder/Contractor. You declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true and accurate to the best of your knowledge.

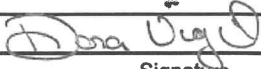
Timothy J. Maloney	Sr. Vice President		12/20/2022
Bidder/Contractor Representative	Title	Signature	Date

**SECTION 2.** This section must be completed by the DBE. (Attach additional pages if necessary).

This document is not a contract with the Bidder/Contractor; it is an acknowledgement of the obligation that the Bidder/Contractor is making to CDOT. The amounts listed above may be less than the subcontractor or purchase order amount, but can never be more, and shall not reflect any mark up by the Bidder/Contractor. **All questions must be answered.**

Are you contracting directly with the Bidder/Contractor or with one of its subcontractors? If with a subcontractor, provide the firm name.	Directly - Prime
Will you be purchasing supplies or materials or leasing or renting equipment from the Bidder/Contractor or its subcontractors? If so, explain.	No
Do you intend to subcontract any portion of the work listed above? If yes, state to which firms, what work and the approximate amount. Include trucking subcontractors and owner-operators.	No
Will you be providing trucking services on this project? If so, state how many of your own trucks and employees you will have on this project.	No
Who within your firm will be supervising and responsible for your firm's work on this project?	Christian Vigil
Will you be acting as a broker on this project? If so, state what you will be brokering and your approximate brokerage fee.	No

## EXHIBIT R

Will you be acting as a supplier on this project? If so, please state what you will be supplying and whether you will manufacture the items.		No	
This section must be signed by an individual with the power to contractually bind the DBE. You declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true and to the best of your knowledge. You attest that you are eligible to participate as a DBE on this contract for the work listed above and have the capacity to perform the work as stated.			
Dora Vigil	Owner		12/5/2022
DBE Representative	Title	Signature	Date
<i>Review your project's DBE requirements for additional instructions on completing and submitting this form. Questions may also be directed to the CDOT Civil Rights &amp; Business Resource Center at (303) 757-9234 or by email at dot_civilrights@state.co.us.</i>			
<b>SECTION 3.</b> This section must be completed by Region Civil Rights Specialist or Civil Rights and Business Resource Center staff member			
Name	Title	Approved or Denied	Date of Decision
<b>Pre-award CDOT projects:</b> This form should be uploaded with the Utilization Plan and submitted electronically to the Civil Rights & Business Resource Center via B2GNow.			
<b>Pre-award local agency projects:</b> Submit this form to the local agency that will be awarding the project.			

CDOT #1415 10/20

## EXHIBIT R

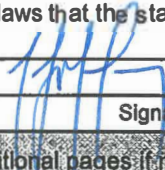
**COLORADO DEPARTMENT OF TRANSPORTATION  
COMMITMENT CONFIRMATION**
**SECTION 1: This section must be completed by the Contractor.**

Project Name:	Broadway Station & I-25 Safety and Access Improvements Ph 2, CP-1	Subaccount #:	23373
Bidder:	Kraemer North America, LLC	Bidder Phone:	303-688-7500
Bidder Contact:	Nancy Guerrero	Bidder Email:	nguerrero@kraemerna.com
DBE Firm Name:	Pacheco Construction Products, Inc.	DBE Phone:	303-471-1405
DBE Address:	4801 E. 60th Ave., Commerce City	DBE Email:	david@pachecocpi.com

**Commitment Details**

Category	Work to be Performed	DBE Work Code(s)	Commitment Amount	Eligible Participation
Construction				
Trucking				
Supplies	Precast Panels	327390; 423320; 425120	\$202,087.50	\$202,087.50
Services				
<b>Total</b>			<b>\$202,087.50</b>	<b>\$202,087.50</b>

This section must be signed by an individual with the power to contractually bind the Bidder/Contractor. You declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true and accurate to the best of your knowledge.

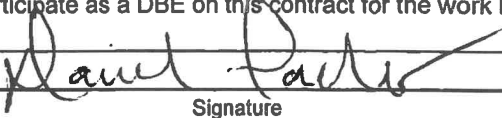
Timothy J. Maloney	Sr. Vice President		12/20/2022
Bidder/Contractor Representative	Title	Signature	Date

**SECTION 2: This section must be completed by the DBE. (Attach additional pages if necessary)**

This document is not a contract with the Bidder/Contractor; it is an acknowledgement of the obligation that the Bidder/Contractor is making to CDOT. The amounts listed above may be less than the subcontractor or purchase order amount, but can never be more, and shall not reflect any mark up by the Bidder/Contractor. All questions must be answered.

Are you contracting directly with the Bidder/Contractor or with one of its subcontractors? If with a subcontractor, provide the firm name.	Contracted with Reinforced Earth Co - A supplier to KNA
Will you be purchasing supplies or materials or leasing or renting equipment from the Bidder/Contractor or its subcontractors? If so, explain.	No
Do you intend to subcontract any portion of the work listed above? If yes, state to which firms, what work and the approximate amount. Include trucking subcontractors and owner-operators.	NO
Will you be providing trucking services on this project? If so, state how many of your own trucks and employees you will have on this project.	No
Who within your firm will be supervising and responsible for your firm's work on this project?	David Pacheco
Will you be acting as a broker on this project? If so, state what you will be brokering and your approximate brokerage fee.	No. Manufacturer

## EXHIBIT R

Will you be acting as a supplier on this project? If so, please state what you will be supplying and whether you will manufacture the items.		Manufacturer of Precast Concrete Paqnels and Coping	
This section must be signed by an individual with the power to contractually bind the DBE. You declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true and to the best of your knowledge. You attest that you are eligible to participate as a DBE on this contract for the work listed above and have the capacity to perform the work as stated.			
David Pacheco	President		12/1/2022
DBE Representative	Title	Signature	Date
<i>Review your project's DBE requirements for additional instructions on completing and submitting this form. Questions may also be directed to the CDOT Civil Rights &amp; Business Resource Center at (303) 757-9234 or by email at dot_civilrights@state.co.us.</i>			
<b>SECTION 3</b> This section must be completed by Region Civil Rights Specialist or Civil Rights and Business Resource Center staff member			
Name	Title	Approved or Denied	Date of Decision
<b>Pre-award CDOT projects:</b> This form should be uploaded with the Utilization Plan and submitted electronically to the Civil Rights & Business Resource Center via B2GNow.			
<b>Pre-award local agency projects:</b> Submit this form to the local agency that will be awarding the project.			

CDOT #1415 10/20

## EXHIBIT R

## COLORADO DEPARTMENT OF TRANSPORTATION

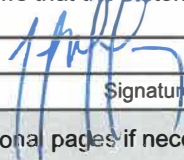
**COMMITMENT CONFIRMATION****SECTION 1.** This section must be completed by the Contractor.

Project Name:	Broadway Station & I-25 Safety and Access Improvements Ph 2, CP-1	Subaccount #:	23373
Bidder:	Kraemer North America, LLC	Bidder Phone:	303-688-7500
Bidder Contact:	Nancy Guerrero	Bidder Email:	nguerrero@kraemerna.com
DBE Firm Name:	Powell Restoration, Inc.	DBE Phone:	303-289-4647
DBE Address:	6395 Brighton Blvd, Commerce City	DBE Email:	chelsea@powellenviro.com

**Commitment Details**

Category	Work to be Performed	DBE Work Code(s)	Commitment Amount	Eligible Participation
Construction	Landscape / Erosion Control	561730	\$128,777.00	\$128,777.00
Trucking				
Supplies				
Services				
Total			\$128,777.00	\$128,777.00

This section must be signed by an individual with the power to contractually bind the Bidder/Contractor. You declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true and accurate to the best of your knowledge.

Timothy J. Maloney	Sr. Vice President		12/20/2022
Bidder/Contractor Representative	Title	Signature	Date

**SECTION 2.** This section must be completed by the DBE. (Attach additional pages if necessary).

This document is not a contract with the Bidder/Contractor; it is an acknowledgement of the obligation that the Bidder/Contractor is making to CDOT. The amounts listed above may be less than the subcontractor or purchase order amount, but can never be more, and shall not reflect any mark up by the Bidder/Contractor. **All questions must be answered.**

Are you contracting directly with the Bidder/Contractor or with one of its subcontractors? If with a subcontractor, provide the firm name.	Yes - Kraemer
Will you be purchasing supplies or materials or leasing or renting equipment from the Bidder/Contractor or its subcontractors? If so, explain.	No
Do you intend to subcontract any portion of the work listed above? If yes, state to which firms, what work and the approximate amount. Include trucking subcontractors and owner-operators.	No
Will you be providing trucking services on this project? If so, state how many of your own trucks and employees you will have on this project.	No
Who within your firm will be supervising and responsible for your firm's work on this project?	Matt Trbovich
Will you be acting as a broker on this project? If so, state what you will be brokering and your approximate brokerage fee.	No

## EXHIBIT R

Will you be acting as a supplier on this project? If so, please state what you will be supplying and whether you will manufacture the items.		No	
This section must be signed by an individual with the power to contractually bind the DBE. You declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true and to the best of your knowledge. You attest that you are eligible to participate as a DBE on this contract for the work listed above and have the capacity to perform the work as stated.			
Ashley Butts	President	<i>Ashley Butts</i>	12/6/2022
DBE Representative	Title	Signature	Date
<i>Review your project's DBE requirements for additional instructions on completing and submitting this form. Questions may also be directed to the CDOT Civil Rights &amp; Business Resource Center at (303) 757-9234 or by email at dot_civilrights@state.co.us.</i>			
<b>SECTION 3.</b> This section must be completed by Region Civil Rights Specialist or Civil Rights and Business Resource Center staff member			
Name	Title	Approved or Denied	Date of Decision
<b>Pre-award CDOT projects:</b> This form should be uploaded with the Utilization Plan and submitted electronically to the Civil Rights & Business Resource Center via B2GNow.			
<b>Pre-award local agency projects:</b> Submit this form to the local agency that will be awarding the project.			

CDOT #1415 10/20

## EXHIBIT R

## COLORADO DEPARTMENT OF TRANSPORTATION

**COMMITMENT CONFIRMATION****SECTION 1. This section must be completed by the Contractor.**

Project Name:	Broadway Station & I-25 Safety and Access Improvements Ph 2, CP-1	Subaccount #:	23373
Bidder:	Kraemer North America, LLC	Bidder Phone:	303-688-7500
Bidder Contact:	Nancy Guerrero	Bidder Email:	nguerrero@kraemerna.com
DBE Firm Name:	Ram-CO Trucking Services	DBE Phone:	303-906-8335
DBE Address:	15497 CR 10, Fort Lupton, CO	DBE Email:	denise@ram-cotrucking.com

**Commitment Details**

Category	Work to be Performed	DBE Work Code(s)	Commitment Amount	Eligible Participation
Construction				
Trucking	Trucking Services	484110; 484220	\$152,120.50	\$152,120.50
Supplies				
Services				
Total			\$152,120.50	\$152,120.50

This section must be signed by an individual with the power to contractually bind the Bidder/Contractor. You declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true and accurate to the best of your knowledge.


Timothy J. Maloney	Sr. Vice President		12/1/2022
Bidder/Contractor Representative	Title	Signature	Date

**SECTION 2. This section must be completed by the DBE. (Attach additional pages if necessary).**

This document is not a contract with the Bidder/Contractor; it is an acknowledgement of the obligation that the Bidder/Contractor is making to CDOT. The amounts listed above may be less than the subcontractor or purchase order amount, but can never be more, and shall not reflect any mark up by the Bidder/Contractor. All questions must be answered.

Are you contracting directly with the Bidder/Contractor or with one of its subcontractors? If with a subcontractor, provide the firm name.	Yes - Prime
Will you be purchasing supplies or materials or leasing or renting equipment from the Bidder/Contractor or its subcontractors? If so, explain.	No
Do you intend to subcontract any portion of the work listed above? If yes, state to which firms, what work and the approximate amount. Include trucking subcontractors and owner-operators.	Unknown
Will you be providing trucking services on this project? If so, state how many of your own trucks and employees you will have on this project.	Yes unknown
Who within your firm will be supervising and responsible for your firm's work on this project?	Juan Ramirez
Will you be acting as a broker on this project? If so, state what you will be brokering and your approximate brokerage fee.	No

## EXHIBIT R

Will you be acting as a supplier on this project? If so, please state what you will be supplying and whether you will manufacture the items.		No	
This section must be signed by an individual with the power to contractually bind the DBE. You declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true and to the best of your knowledge. You attest that you are eligible to participate as a DBE on this contract for the work listed above and have the capacity to perform the work as stated.			
Denise Tolmelt	President		12-3-22
DBE Representative	Title	Signature	Date
Review your project's DBE requirements for additional instructions on completing and submitting this form. Questions may also be directed to the CDOT Civil Rights & Business Resource Center at (303) 757-9234 or by email at dot_civilrights@state.co.us.			
<b>SECTION 3.</b> This section must be completed by Region Civil Rights Specialist or Civil Rights and Business Resource Center staff member			
Name	Title	Approved or Denied	Date of Decision
<b>Pre-award CDOT projects:</b> This form should be uploaded with the Utilization Plan and submitted electronically to the Civil Rights & Business Resource Center via B2GNow.			
<b>Pre-award local agency projects:</b> Submit this form to the local agency that will be awarding the project.			

CDOT #1415 10/20



## EXHIBIT R

**COLORADO DEPARTMENT OF TRANSPORTATION**  
**COMMITMENT CONFIRMATION**
**SECTION 1.** This section must be completed by the Contractor.

Project Name:	Broadway Station & I-25 Safety and Access Improvements Ph 2, CP-1	Subaccount #:	23373
Bidder:	Kraemer North America, LLC	Bidder Phone:	303-688-7500
Bidder Contact:	Nancy Guerrero	Bidder Email:	nguerrero@kraemerna.com
DBE Firm Name:	Spartan Reinforcing, LLC	DBE Phone:	877-200-5541
DBE Address:	15840 FM 529, Ste. 303, Houston, TX	DBE Email:	jwallace@spartansr7.com

**Commitment Details**

Category	Work to be Performed	DBE Work Code(s)	Commitment Amount	Eligible Participation
Construction	Rebar - Furnish & Install	238120	\$893,160.00	\$893,160.00
Trucking				
Supplies				
Services				
Total			\$893,160.00	\$893,160.00

This section must be signed by an individual with the power to contractually bind the Bidder/Contractor. You declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true and accurate to the best of your knowledge.


Timothy J. Maloney	Sr. Vice President		12/20/2022
Bidder/Contractor Representative	Title	Signature	Date

**SECTION 2.** This section must be completed by the DBE. (Attach additional pages if necessary).

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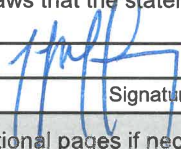
Are you contracting directly with the Bidder/Contractor or with one of its subcontractors? If with a subcontractor, provide the firm name.	Yes contracting direction with Kraemer North America
Will you be purchasing supplies or materials or leasing or renting equipment from the Bidder/Contractor or its subcontractors? If so, explain.	No.
Do you intend to subcontract any portion of the work listed above? If yes, state to which firms, what work and the approximate amount. Include trucking subcontractors and owner-operators.	No.
Will you be providing trucking services on this project? If so, state how many of your own trucks and employees you will have on this project.	No.
Who within your firm will be supervising and responsible for your firm's work on this project?	Ramona Sandoval
Will you be acting as a broker on this project? If so, state what you will be brokering and your approximate brokerage fee.	No.

## EXHIBIT R

Will you be acting as a supplier on this project? If so, please state what you will be supplying and whether you will manufacture the items.		No.	
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Adam Henderson	Vice President		12/1/2022
DBE Representative	Title	Signature	Date
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<b>SECTION 3.</b> This section must be completed by Region Civil Rights Specialist or Civil Rights and Business Resource Center staff member			
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<b>Pre-award local agency projects:</b> Submit this form to the local agency that will be awarding the project.			

CDOT #1415 10/20

## EXHIBIT R

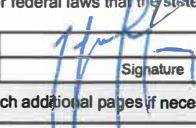

COLORADO DEPARTMENT OF TRANSPORTATION				
<b>COMMITMENT CONFIRMATION</b>				
SECTION 1. This section must be completed by the Contractor.				
Project Name:	Broadway Station & I-25 Safety and Access Improvements Ph 2, CP-1	Subaccount #:	23373	
Bidder:	Kraemer North America, LLC	Bidder Phone:	303-688-7500	
Bidder Contact:	Nancy Guerrero	Bidder Email:	nguerrero@kraemerna.com	
DBE Firm Name:	Vine Laboratories, Inc.	DBE Phone:	303-662-1166	
DBE Address:	6455 E. 56th Ave., Commerce City	DBE Email:	dane.campbell@vinecolorado.com	
Commitment Details				
Category	Work to be Performed	DBE Work Code(s)	Commitment Amount	Eligible Participation
Construction	Potholing	237310; 238910	\$76,933.00	\$76,933.00
Trucking				
Supplies				
Services				
Total			\$76,933.00	\$76,933.00
This section must be signed by an individual with the power to contractually bind the Bidder/Contractor. You declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true and accurate to the best of your knowledge.				
Timothy J. Maloney	Sr. Vice President		12/1/2022	
Bidder/Contractor Representative	Title	Signature	Date	
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Are you contracting directly with the Bidder/Contractor or with one of its subcontractors? If with a subcontractor, provide the firm name.	Yes - Prime			
Will you be purchasing supplies or materials or leasing or renting equipment from the Bidder/Contractor or its subcontractors? If so, explain.	No			
Do you intend to subcontract any portion of the work listed above? If yes, state to which firms, what work and the approximate amount. Include trucking subcontractors and owner-operators.	No			
Will you be providing trucking services on this project? If so, state how many of your own trucks and employees you will have on this project.	No			
Who within your firm will be supervising and responsible for your firm's work on this project?	Cameron Potter			
Will you be acting as a broker on this project? If so, state what you will be brokering and your approximate brokerage fee.	No			

## EXHIBIT R

Will you be acting as a supplier on this project? If so, please state what you will be supplying and whether you will manufacture the items.		NO	
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Amy Norwood	President	Amy Norwood <small>Digitally signed by Amy Norwood DN: cn=Amy Norwood, o=CDOT, email=amy.norwood@cdot.state.co.us, c=US</small>	12/1/22
DBE Representative	Title	Signature	Date
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CDOT #1415 10/20

## EXHIBIT R

COLORADO DEPARTMENT OF TRANSPORTATION COMMITMENT CONFIRMATION				
<b>SECTION 1. This section must be completed by the Contractor.</b>				
Project Name:	Broadway Station & I-25 Safety and Access Improvements Ph 2, CP-1	Subaccount #:	23373	
Bidder:	Kraemer North America, LLC	Bidder Phone:	303-688-7500	
Bidder Contact:	Nancy Guerrero	Bidder Email:	nguerrero@kraemerna.com	
DBE Firm Name:	Triax Engineering, LLC	DBE Phone:	720-230-1931	
DBE Address:	5371 Magnolia St., Commerce City	DBE Email:	cechols@triaxgeo.com	
<b>Commitment Details</b>				
Category	Work to be Performed	DBE Work Code(s)	Commitment Amount	Eligible Participation
Construction				
Trucking				
Supplies				
Services	Quality Control Testing	541380	\$41,160.00	\$41,160.00
<b>Total</b>			<b>\$41,160.00</b>	<b>\$41,160.00</b>
This section must be signed by an individual with the power to contractually bind the Bidder/Contractor. You declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true and accurate to the best of your knowledge.				
Timothy J. Maloney	Sr. Vice President			12/20/2022
Bidder/Contractor Representative	Title	Signature		Date
<b>SECTION 2. This section must be completed by the DBE. (Attach additional pages if necessary).</b>				
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Are you contracting directly with the Bidder/Contractor or with one of its subcontractors? If with a subcontractor, provide the firm name.	Yes - Prime			
Will you be purchasing supplies or materials or leasing or renting equipment from the Bidder/Contractor or its subcontractors? If so, explain.	No			
Do you intend to subcontract any portion of the work listed above? If yes, state to which firms, what work and the approximate amount. Include trucking subcontractors and owner-operators.	No			
Will you be providing trucking services on this project? If so, state how many of your own trucks and employees you will have on this project.	No			
Who within your firm will be supervising and responsible for your firm's work on this project?	Hadi Afshar			
Will you be acting as a broker on this project? If so, state what you will be brokering and your approximate brokerage fee.	No			
Will you be acting as a supplier on this project? If so, please state what you will be supplying and whether you will manufacture the items.	No			
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Vinod Ravindran	President			12/2/2022
DBE Representative	Title	Signature		Date
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CDOT #1415 10/20